

DATA PROCESSING AGREEMENT

MaviNovo, LLC | Version 1.0 | Effective Date: January 1, 2026

This Agreement is entered into between MaviNovo, LLC and the Client identified in the accompanying Order Form or Master Services Agreement.

1. Definitions

For the purposes of this Agreement:

- "Controller" means the Client, who determines the purposes and means of processing Personal Data.
- "Processor" means MaviNovo, LLC, which processes Personal Data on behalf of the Controller.
- "Personal Data" means any information relating to an identified or identifiable natural person, as defined under applicable Data Protection Laws.
- "Processing" means any operation performed on Personal Data, including collection, storage, use, disclosure, or deletion.
- "Data Protection Laws" means all applicable privacy and data protection regulations, including but not limited to GDPR, CCPA, and any successor legislation.
- "Sub-Processor" means any third party engaged by MaviNovo to process Personal Data on behalf of the Controller.

2. Scope and Purpose

2.1 MaviNovo processes Personal Data solely to provide the services described in the applicable Order Form or Master Services Agreement ("Services") and for no other purpose without the Controller's prior written consent.

2.2 The subject matter, nature, and purpose of processing, the types of Personal Data, and the categories of data subjects are described in Exhibit A to this Agreement.

3. MaviNovo's Obligations as Processor

MaviNovo agrees to:

- Process Personal Data only on documented instructions from the Controller, including with regard to transfers of Personal Data to a third country, unless required to do so by applicable law.
- Ensure that all personnel authorized to process Personal Data are bound by appropriate confidentiality obligations.
- Implement and maintain appropriate technical and organizational security measures as described in Section 5 of this Agreement.
- Not engage Sub-Processors without the prior written authorization of the Controller, or as set out in the Subprocessor List (Exhibit B), which the Controller accepts by executing this Agreement.
- Notify the Controller without undue delay upon becoming aware of a Personal Data breach.
- Assist the Controller in responding to data subject rights requests (access, correction, deletion, portability) to the extent technically feasible.
- At the Controller's election, delete or return all Personal Data upon termination of the Services, and delete existing copies unless retention is required by law.

- Make available to the Controller all information reasonably necessary to demonstrate compliance with this Agreement and allow for audits conducted by the Controller or a mandated auditor.

4. Controller's Obligations

The Controller represents and warrants that:

- It has a lawful basis for processing Personal Data and has obtained all necessary consents or authorizations required under applicable Data Protection Laws.
- It will provide MaviNovo with accurate and complete instructions for processing Personal Data.
- It will promptly notify MaviNovo of any changes to applicable Data Protection Laws that may affect the processing activities under this Agreement.

5. Security Measures

5.1 MaviNovo's MN2 Framework incorporates security controls by design. These include:

- Minimal-dependency architecture built in Java, substantially reducing the attack surface relative to platforms built on JavaScript or Python ecosystems.
- Full audit logging: every user action and every database field change is tracked and retained, providing a complete and transparent chain of custody for all data processed within the platform.
- Support for deployment behind client-controlled firewalls, on-premises or in private cloud environments, with no mandatory dependency on shared public cloud infrastructure.
- Standard HTTPS encryption for all data in transit; MySQL-managed encryption for data at rest.
- Tenant isolation enforced at the application layer, ensuring no cross-client data access.

5.2 MaviNovo will notify the Controller without undue delay (and in any event within 72 hours of becoming aware) in the event of a Personal Data breach, including information about the nature of the breach, categories and approximate number of individuals affected, likely consequences, and measures taken or proposed.

6. Sub-Processors

6.1 The Controller grants MaviNovo general authorization to engage Sub-Processors listed in Exhibit B (the Subprocessor List). MaviNovo will inform the Controller of any intended changes to that list, giving the Controller reasonable opportunity to object before the change takes effect.

6.2 MaviNovo will impose data protection obligations on each Sub-Processor equivalent to those set out in this Agreement. MaviNovo remains liable to the Controller for the performance of Sub-Processors' obligations.

7. International Data Transfers

MaviNovo will not transfer Personal Data to a country or territory outside the Controller's jurisdiction unless appropriate safeguards are in place, including Standard Contractual Clauses, an adequacy decision, or another lawful transfer mechanism under applicable Data Protection Laws. Any such transfers will be disclosed in Exhibit B.

8. Data Subject Rights

MaviNovo will assist the Controller in fulfilling its obligations to respond to data subject requests. Given MaviNovo's role as Processor, data subjects should direct requests to the Controller. Upon receiving a data subject request directly, MaviNovo will promptly forward it to the Controller without responding independently.

9. Data Retention and Deletion

9.1 MaviNovo retains Personal Data only for as long as necessary to provide the Services or as required by applicable law.

9.2 Upon termination or expiration of the Services, MaviNovo will, at the Controller's written instruction, delete or return all Personal Data within 30 days, and certify such deletion in writing upon request. Archival copies required by law will be retained only for the period mandated by such law and will not be used for any other purpose.

10. Audits and Inspections

MaviNovo will make available to the Controller all information reasonably necessary to demonstrate compliance with this Agreement. MaviNovo will allow for and contribute to audits, including inspections, conducted by the Controller or a third-party auditor mandated by the Controller, upon reasonable notice (no less than 30 days) and at the Controller's expense.

11. Liability

Each party's liability under this Agreement is subject to the limitations set out in the Master Services Agreement or Order Form. MaviNovo's liability for acts and omissions of Sub-Processors is the same as if MaviNovo had performed the processing directly.

12. Term and Termination

This Agreement is effective as of the date of execution and remains in force for the duration of the Services. Termination of the Services automatically terminates this Agreement. Provisions relating to audit, deletion, confidentiality, and liability survive termination.

13. Governing Law

This Agreement is governed by the laws of the State of Michigan, without regard to conflict of law principles. Any disputes arising under this Agreement will be subject to the exclusive jurisdiction of the courts of Kent County, Michigan.

14. Signatures

By signing below, the parties agree to the terms of this Data Processing Agreement.

<p>MaviNovo, LLC (Processor)</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Client (Controller)</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Exhibit A — Details of Processing

Category	Details
Subject Matter	Provision of AI-powered workflow automation, assistant, and analytics services as described in the Order Form.
Nature of Processing	Collection, storage, retrieval, use, analysis, and deletion of Personal Data to deliver the Services.
Purpose of Processing	To operate, maintain, and improve the Services; to respond to data subject interactions; to generate AI-assisted outputs on behalf of the Controller.
Types of Personal Data	May include: name, email address, job title, employer, communication content (email, documents), operational and transactional data, and any other data submitted by the Controller or its users through the Services.
Categories of Data Subjects	Controller's employees, contractors, customers, and other individuals whose data is submitted to the Services by or on behalf of the Controller.
Retention Period	For the duration of the Services, plus any period required by applicable law. See Section 9.