



DATA-PROCESSING ADDENDUM ("DPA")

This DPA forms part of the agreement (the "**Agreement**") between **Extruct AI, Inc.**, a Delaware corporation with its registered address at 131 Continental Dr, Suite 305, Newark, DE 19713, USA ("**Processor**" or "**Extruct**") and the entity that has executed or accepted the Agreement ("**Controller**" or "**Customer**").

This DPA is effective on the earlier of (i) the date both parties sign this DPA or an Order Form referencing it, or (ii) the date Customer first uploads Personal Data to the Services (the "**Effective Date**").

1 DEFINITIONS

Capitalised terms not otherwise defined have the meanings in the Agreement or, if not defined there, the GDPR. "**Personal Data**" means any information relating to an identified or identifiable natural person processed by Extruct on behalf of Customer under the Agreement.

2 ROLES OF THE PARTIES

For the activities described in *Annex I* Customer acts as **Controller** and Extruct acts as **Processor** (and, where applicable, as a sub-processor of Customer's affiliates).

3 SUBJECT-MATTER, NATURE & PURPOSE

See *Annex I – Details of Processing*. Processing is strictly limited to the purposes set out therein and to any documented instructions Customer issues via the Services or in writing.

4 DURATION

Processing begins on the Effective Date and continues for the term of the Agreement plus the **Retention Period** specified in Annex I.

5 PROCESSOR OBLIGATIONS

Extruct shall:

1. **Process only on documented instructions** from Customer unless required by Union or Member-State law.
2. Ensure persons authorised to process Personal Data are bound by confidentiality.
3. Implement the **Technical & Organisational Measures (TOMs)** in *Annex II* and maintain them throughout the term.
4. Not engage another processor without complying with Section 6 (Sub-processing).
5. Assist Customer, insofar as possible, with data-subject requests, DPIAs and prior consultations.
6. Notify Customer **without undue delay and in any event within 72 hours** after becoming aware of a Personal Data Breach.
7. Delete or return Personal Data upon termination of the Agreement in accordance with Section 10.
8. Make available all information necessary to demonstrate compliance and allow audits per Section 11.

6 SUB-PROCESSING

Customer grants a general authorisation for the sub-processors listed in *Annex III*. Extract will inform Customer of any intended changes at least 30 days in advance, giving Customer the right to object on reasonable grounds. Extract shall impose data-protection obligations on each sub-processor equivalent to those in this DPA.

7 INTERNATIONAL TRANSFERS

Transfers of Personal Data to countries outside the EEA/UK that do not benefit from an adequacy decision shall be governed by the **EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914) – Module Two (Controller → Processor)** and the **UK International Data Transfer Addendum (Version B 1.0)**, both incorporated by reference in *Annex IV*. The governing law for the SCCs is the law of **Spain** and the competent courts are those of **Barcelona**.

8 SECURITY

Extract will maintain the TOMs described in *Annex II* and will not materially decrease their overall protection during the term.

9 ASSISTANCE WITH REQUESTS & DPIAs

Taking into account the nature of processing, Extract will assist Customer by appropriate technical and organisational measures to fulfil Customer's obligation to respond to requests for exercising data-subject rights and to conduct DPIAs.

10 RETURN OR DELETION

Upon termination of the Agreement, Extract will, at Customer's choice, delete or return all Personal Data and delete existing copies within **12 months**, unless Union, Member-State or US law requires storage.

11 AUDIT RIGHTS

Upon written request, Extruct will provide its most recent **SOC 2 Type II report** or equivalent. If such report is not available or Customer reasonably requires further assurance, Customer may conduct (or appoint an independent third party to conduct) a remote audit of the TOMs once per year with **30 days' prior notice** and without unreasonable disruption to Extruct's business.

12 LIABILITY

The limitations of liability in the Agreement apply to this DPA. Nothing in this DPA limits either party's liability under the SCCs or for breaches of data-protection law where such limitation is not permitted.

13 GOVERNING LAW & JURISDICTION

This DPA is governed by the law specified in the Agreement. Where the SCCs apply, Section 7 of this DPA prevails for governing law and jurisdiction with respect to cross-border transfers.

14 ORDER OF PRECEDENCE

In the event of conflict: (i) the SCCs and UK Addendum prevail over this DPA; (ii) this DPA prevails over the Agreement; and (iii) the Agreement prevails over other documents.

Annex I – Details of Processing

A. List of Parties

- **Controller:** Customer (name, address, contact person to be filled on each Order Form)
- **Processor:** Extruct AI, Inc., 131 Continental Dr, Suite 305, Newark, DE 19713, USA.
Contact: support@extruct.ai
EU Representative: Dmitry Persiyanov, C/ de Sardenya 64, 2-1, 08005 Barcelona, Spain.

B. Description of Processing

Item	Description
Purpose(s)	Provide cloud software & API for company identification, research, enrichment, and CRM integration.
Nature	Collection, storage, analysis, enrichment, retrieval, transmission and deletion of data uploaded or entered by Customer.

Types of Personal Data	Names, business email addresses, job titles, IP addresses, authentication data, user-generated search queries and any personal data contained in Customer-uploaded company lists.
Categories of Data Subjects	Customer personnel, prospective clients, suppliers & other business contacts represented in Customer data.
Special Categories	None intentionally processed.
Retention Period	For the term of the Agreement and 12 months thereafter, then deleted.
Frequency of transfer	Continuous, as initiated by Customer.
Location of Processing	Primarily United States (Google Cloud us-central 1).

C. Competent Supervisory Authority

Agencia Española de Protección de Datos (AEPD).

Annex II – Technical & Organisational Measures

1. **Information Security Programme** aligned with ISO 27001 controls.
2. **Encryption** – TLS 1.2+ for data in transit; AES-256 at rest.
3. **Access Controls** – IAM with MFA, role-based least privilege, quarterly access reviews.
4. **Network Security** – VPC isolation, firewall rules, DDoS mitigation via Cloud Armor.
5. **Logging & Monitoring** – Centralised logs, 24/7 alerting, SIEM correlation.
6. **Vulnerability Management** – Weekly scans, critical patches within 72 hours.
7. **Back-ups & DR** – Daily encrypted backups, cross-region replication, quarterly restore tests.
8. **Secure Development** – CI/CD with automated dependency scanning; code reviews.
9. **Incident Response** – Documented playbooks; breach notification to Customer within 72 hours.
10. **Employee Training & NDA** – Annual security & privacy training; confidentiality agreements.
11. **Vendor Management** – Sub-processor risk assessments and DPAs in place.

Annex III – Authorised Sub-Processors

#	Sub-Processor	Country	Service / Purpose
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1	Google Cloud Platform	USA	Hosting & storage
2	OpenAI, Inc.	USA	Large-language-model inference on non-personal text inputs
3	Clerk	USA	Authentication services (user login via email, Google auth)
4	Intercom	USA	Customer support messaging and communications

Annex IV – Standard Contractual Clauses & UK Addendum

The parties incorporate by reference:

- **EU SCCs (2021/914, Module Two – Controller → Processor)**, with the selections in Annex I above and the governing law of **Spain**.
 - **ICO International Data Transfer Addendum (Version B 1.0)**, with Part 1 tables referencing the information in this DPA and Part 2 containing the mandatory clauses.
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SIGNATURES

For Controller

Name: _____

Title: _____

Date: _____

For Processor

Name: **Dmitry Persiyanov**

Title: CEO, Extruct AI, Inc.

Date: _____