

NEURVANCE DATA PROCESSING ADDENDUM

GDPR Article 28 | Standard business terms | Version 1.0 | Dated 26 October 2026

Processor: Adam Samer Daabas, trading as Neurvance, CVR 46436024

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Privacy contact: privacy@neurvance.com

1. PARTIES, STATUS AND SCOPE

This Data Processing Addendum (DPA) forms part of an agreement between the business customer identified in an accepted order or signed service agreement (Customer) and Neurvance (Processor) only when validly accepted by both parties. It applies solely where Customer acts as controller and Neurvance processes Customer Personal Data on documented instructions, including applicable Cube and customer-deployed AI Assistant functions. Neurvance is separately controller for its own accounts, billing, security and legal obligations. This publicly available standard form is not evidence of a completed agreement with any particular customer.

2. DEFINITIONS AND ORDER OF PRECEDENCE

GDPR terms have their meanings under Regulation (EU) 2016/679. Customer Personal Data means personal data processed by Neurvance on Customer's behalf under this DPA. This DPA prevails over conflicting service terms to the extent required by Article 28. The service order and completed schedules specify the covered functions and instructions. Mandatory data-protection law prevails.

3. DOCUMENTED INSTRUCTIONS

Neurvance shall process Customer Personal Data only on Customer's documented instructions, including for international transfers, unless EU or Member State law requires otherwise. Where legally permitted, Neurvance shall notify Customer of such a requirement before processing. Neurvance shall inform Customer if, in its opinion, an instruction infringes GDPR or other applicable EU or Member State data-protection law. Customer shall ensure its instructions and collection practices are lawful and shall provide required visitor notices and legal bases.

4. CONFIDENTIALITY AND SECURITY

Neurvance shall ensure authorized persons are bound by confidentiality or an appropriate statutory duty and shall implement technical and organizational measures appropriate to risk under Article 32. Measures relevant to the contracted service are described in Annex C. A listed measure does not represent an unverified third-party certification or a guarantee of absolute security. Neurvance shall review measures when material processing risks change.

5. SUBPROCESSORS

Customer may give general written authorization for subprocessors in the service-specific register expressly supplied and accepted with the order or DPA. Neurvance shall notify Customer in advance of intended additions or replacements and give a meaningful opportunity to object before the change, using the notice method and period specified in the agreed order or register. Where no such register or procedure has been supplied and agreed, this DPA does not itself authorize an unidentified subprocessor. Neurvance shall impose data-protection obligations substantially equivalent to those required by Article 28(4) and remains responsible for subprocessor performance as required by law.

6. INDIVIDUAL RIGHTS AND CONTROLLER ASSISTANCE

Taking account of the nature of processing and information available, Neurvance shall assist Customer with requests under GDPR Chapter III through appropriate technical and organizational measures insofar as possible. Neurvance shall forward requests concerning Customer Personal Data to Customer unless legally required to act otherwise. Assistance may require identity/controller review and manual work; a request receipt is not itself a completed export or erasure.

7. PERSONAL DATA BREACHES AND ARTICLES 32–36

Neurvance shall notify Customer without undue delay after becoming aware of a personal data breach affecting Customer Personal Data and provide reasonably available details to support Customer's legal assessment and notifications. Taking account of the nature of processing and available information, Neurvance shall assist with security, breach obligations, impact assessments and prior consultations where applicable.

8. RETURN, DELETION AND RETENTION

At the end of the contracted processing, Neurvance shall, at Customer's choice, return or delete Customer Personal Data and delete existing copies unless EU or Member State law requires storage. Return formats, technical timing, backup handling and lawful exceptions shall be agreed for the service. Some records may be held in protected accounting archives, security logs, processor safety systems or isolated backups for justified periods; Neurvance shall not certify their immediate erasure where that is not true. Customer may request a description of deletion status and remaining lawful retention.

9. INFORMATION, AUDITS AND INSPECTIONS

Neurvance shall make available the information necessary to demonstrate compliance with Article 28 and allow for and contribute to audits, including inspections, conducted by Customer or an auditor mandated by Customer. Reasonable confidentiality, security, scheduling and non-disruption arrangements may apply but shall not render mandatory audit rights ineffective. Neurvance shall promptly inform Customer if it believes an instruction infringes applicable data-protection law.

10. INTERNATIONAL TRANSFERS

Transfers of Customer Personal Data outside the EEA shall occur only on documented instructions or as legally required and in compliance with GDPR Chapter V. This DPA is not itself a Standard Contractual Clause or an adequacy decision. Any applicable transfer instrument, assessment and supplementary measures must be identified for the actual provider and data flow. Neither party may infer that a lawful transfer mechanism has been executed solely because this DPA is published.

11. LIABILITY AND LAW

This DPA does not limit data subjects' rights or liabilities that cannot be restricted under GDPR, including Article 82 where applicable. Any contractual allocation between the parties is subject to mandatory law. Danish law governs to the extent compatible with GDPR and overriding mandatory provisions. Privacy and contractual notices may be sent to privacy@neurvance.com and legal@neurvance.com respectively.

ANNEX A — PROCESSING DESCRIPTION

A1. Customer: the legal entity identified in the accepted order or signed service agreement.
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- A2. Subject matter: Cube behavioral measurement and/or customer-deployed AI Assistant, only as expressly selected in the accepted order.
- A3. Duration: the service relationship and subsequent processing required by documented instructions or lawful retention duties.
- A4. Nature and purposes: authenticated receipt, storage, aggregation and reporting of Cube measurements; AI Assistant receipt and generation of chat responses, lead/booking handling, statistics and billable usage where enabled.
- A5. Data subjects: visitors to Customer websites, users interacting with a deployed assistant, leads and booking contacts.
- A6. Data categories: AI conversation content, user-submitted contact details and booking information where enabled; Cube's six numeric fields (bought_number, avgSpeed, avgCoordinates, productsSeen, productsClicked, clicks), optional hashed visit tokens, timestamps and relevant technical metadata. Categories depend on the actual deployment.
- A7. Retention: Cube samples 13 calendar months from ingestion; optional presence entries eligible for cleanup after 24 hours, with later execution possible; assistant operational periods depend on enabled functions and customer instructions. Applicable deletion/return instructions and any differing periods must be recorded in the service order or approved schedule.
- A8. Customer obligations: lawful instructions, appropriate notices, legal bases and cookie consent where required, and timely cooperation with rights and incident requests.

ANNEX B — SERVICE-SPECIFIC SUBPROCESSOR REGISTER

Only providers actually used for Customer Personal Data under the selected service and disclosed in the register accepted by Customer are authorized under this DPA. The register must state each legal entity, processing function, relevant location, applicable transfer safeguard and advance-change-notice method. Potential infrastructure or AI providers identified in the wider Neurvance environment include Supabase, Heroku, Upstash, OpenAI and Runpod; the fact that a provider appears here does not establish that it processes every customer's data or that its contract and transfer safeguards have been completed. A customer-specific register and notice/objection procedure must be provided before relying on general subprocessor authorization.

ANNEX C — TECHNICAL AND ORGANIZATIONAL MEASURES

Verified application measures relevant to selected services include authenticated accounts, scoped authorization and ownership checks, TLS in transit, encrypted central session payloads, hashed password credentials, hashed Cube API keys, signed and replay-protected Cube bridge assertions, input validation, rate limiting, idempotent billing/usage reconciliation, and bounded application retention routines. Cube samples have a 13-month schedule. Neurvance uses server-side credentials and limits access to

necessary service functions. External provider encryption features, independent security certifications, complete provider log drains, production backup restore tests and all proposed rights-automation controls are not represented here as verified measures. Customer may request additional service-specific information before execution.

EXECUTION

This DPA becomes effective only through valid agreement by Customer and Neurvance, together with identification of the covered service and an agreed service-specific subprocessor register and instructions. Publishing or downloading this standard form alone does not constitute an executed DPA.