

IntuBlade Data Processing Agreement (DPA)

Contract for the processing of personal data on behalf of a controller or processor pursuant to Art. 28 GDPR

Between

[CLIENT NAME]

[CLIENT ADDRESS]

– hereinafter referred to as the "Client" –

and

IntuBlade, Inc.

Delaware, United States

– hereinafter referred to as "Contractor" –

1. Subject matter of the contract

As part of the provision of services under the contract for the use of the IntuBlade platform (hereinafter referred to as the "Main Contract"), it is necessary for the Contractor to handle personal data for which the Client acts as data controller or processor within the meaning of data protection regulations ("Client Data"). This agreement specifies the rights and obligations of both parties under data protection law in connection with the Contractor's handling of Client Data in performing the Main Contract.

2. Scope of the assignment

1. The Contractor processes Client Data on behalf of and according to the Client's instructions under Art. 28 GDPR. The Client remains the controller or processor under data protection law.

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2. The Contractor processes the Client Data in the manner, to the extent, and for the purpose specified in **Annex 1**.
3. The Contractor may anonymize or aggregate Client Data and use it for development and service improvement. Aggregated/anonymized data is not subject to this agreement.
4. Processing for the Contractor's own purposes requires legal basis or client consent and is excluded from this agreement.
5. Processing will take place in the U.S. or another jurisdiction in accordance with Art. 44-49 GDPR where applicable.

3. Authority of the Client to issue instructions

1. The Contractor processes Client Data solely under Client instructions unless legally obligated otherwise.
2. Instructions are limited to those in this agreement. Additional instructions require written agreement and may incur extra costs.
3. If the Contractor believes an instruction violates law or this agreement, it may suspend execution until confirmed or modified by the Client.

4. Responsibility of the Client

1. The Client is solely responsible for the legality of Client Data processing and rights of data subjects.

2. The Client shall provide accurate and timely data and notify the Contractor of errors or irregularities.
3. The Client shall provide any required data under Art. 30(2) GDPR if not already held by the Contractor.
4. If requested by authorities, the Client shall support the Contractor in fulfilling obligations.

5. Requirements for personnel

The Contractor shall bind all persons processing Client Data to confidentiality obligations.

6. Safety of processing

1. The Contractor shall take appropriate technical and organizational measures (TOMs) under Art. 32 GDPR.
 2. TOMs may evolve during the term but will remain compliant.
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7. Use of further processors

1. The Client gives general authorization for the Contractor to use subprocessors. Subprocessors are listed in **Annex 2**.
2. Changes to subprocessors will be notified in advance. The Client has 14 days to object for valid legal reasons.

3. Contractor will impose same data protection obligations on subprocessors.
4. Data transfers outside the U.S. or EEA will follow EU Standard Contractual Clauses (SCCs) if applicable.

8. Rights of the data subjects

1. The Contractor shall assist the Client in responding to data subject requests.
2. Requests received directly will be forwarded to the Client.
3. The Contractor shall assist with data access, correction, deletion, restriction, and portability as needed, and may charge reasonable fees for doing so.

9. Notification and support obligations

1. The Contractor shall promptly inform the Client of any breach of Client Data and assist with breach notification obligations under GDPR.
2. The Contractor shall assist with data protection impact assessments and consultations under Art. 35 and 36 GDPR as needed.

10. Data deletion

1. Upon termination, the Contractor shall delete Client Data unless legally required to retain it.

2. Documentation evidencing proper processing may be retained.

11. Verifications and checks

1. The Contractor will provide information needed to demonstrate compliance.
2. The Client may audit compliance once annually with two weeks' notice.
3. Audits must occur during business hours and avoid disruption.
4. The Contractor may restrict access to protect confidentiality.
5. External auditors must be bound to confidentiality and approved by the Contractor.
6. As an alternative to audits, the Contractor may provide valid SOC2, ISO 27001, or other third-party audit certifications.

12. Contract duration and termination

This agreement follows the term of the Main Contract. Termination of the Main Contract also terminates this agreement.

13. Liability

1. The liability terms of the Main Contract apply.

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2. The Client agrees to indemnify the Contractor for any fines or claims resulting from Client violations of GDPR or this agreement.

14. Final provisions

1. If any provision is invalid, the rest remain in force.
2. In case of conflict, this agreement takes precedence over the Main Contract.

[PLACE, DATE]

(Client Signature)

[CLIENT NAME]

Delaware, United States [DATE]

Andrew Napier

CEO, IntuBlade, Inc.

Annex 1 – Purpose, Type, and Scope of Processing

- **Purpose:** Provision of the IntuBlade platform
- **Types of Data:** Video recordings, names, email addresses, device logs
- **Data Subjects:** Patients, healthcare workers, Client staff

Annex 2 – Authorized Subprocessors

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Company	Purpose	Location
Amazon Web Services	Application Hosting	USA
Cloudflare	Web Security	USA
Google Workspace	Internal Ops	USA

Annex 3 – Technical and Organizational Measures (TOMs)

- Encryption at rest and in transit (AES-256, TLS 1.2+)
- Role-based access control
- Audit logs of all video and user events
- Regular penetration testing
- Secure software development lifecycle
- Physical security at AWS data centers
- Annual security training

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