

Data Processing Agreement

ax1om, Inc. | Version 1.0 | April 7, 2026 | Public

This Data Processing Agreement ("DPA") forms part of the agreement between the customer ("Controller") and ax1om LLC ("Processor") for the provision of the ax1om predictive scoring platform.

1. Definitions

- "Personal Data" means any information relating to an identified or identifiable natural person.
- "Processing" means any operation performed on Personal Data, including collection, use, storage, and deletion.
- "Sub-processor" means any third party engaged by ax1om to process Personal Data on behalf of the Controller.

2. Scope of Processing

Purpose: ax1om processes Personal Data solely to provide predictive scoring services as described in the service agreement. Processing includes querying CRM data, training machine learning models, computing scores, and generating feature importance explanations.

Categories of data: Business contact information (name, email, job title, company), firmographic data (industry, company size, revenue), behavioral data (engagement history, deal stages).

Data subjects: Business contacts and leads in the Controller's CRM system.

3. Controller Obligations

- Ensure a lawful basis for processing Personal Data through ax1om.
- Ensure data subjects are informed about the processing in the Controller's privacy notice.
- Ensure that any Personal Data provided to ax1om is accurate and up to date.

4. Processor Obligations

- Process Personal Data only on documented instructions from the Controller.
- Ensure that persons authorized to process Personal Data are under appropriate confidentiality obligations.
- Implement technical and organizational measures as described in the Security Overview.
- Not engage a Sub-processor without prior authorization from the Controller.
- Assist the Controller with data subject rights requests.
- Delete or return all Personal Data upon termination, at the Controller's election.
- Make available all information necessary to demonstrate compliance.

5. Sub-processors

The Controller authorizes the engagement of the Sub-processors listed in ax1om's Security Overview. ax1om will provide at least 30 days' advance notice of any intended addition or replacement of a Sub-processor to Controllers subscribed to sub-processor change notifications (subscription available on the Trust page at ax1om.ai/trust or by request to security@ax1om.ai). The Controller may object within 14 days of notice on reasonable grounds relating to data protection; ax1om will work in good faith to resolve the objection, and if it cannot, the Controller may terminate the affected services.

6. International Transfers

ax1om processes all data in the United States. For transfers of Personal Data from the EEA, UK, or Switzerland, this DPA incorporates the Standard Contractual Clauses (SCCs) adopted by the European Commission (Decision 2021/914) as set forth in Annex A.

7. Security Measures

ax1om implements the technical and organizational measures described in its Security Overview, including encryption in transit (TLS 1.2+), encryption at rest (AES-256), application-layer encryption for OAuth credentials, automatic PII detection and stripping, and logical data isolation per customer.

8. Data Breach Notification

ax1om will notify the Controller without undue delay (and in any event within 72 hours) after becoming aware of a Personal Data breach. Notification will include the nature of the breach, categories of data affected, likely consequences, and measures taken to address the breach.

9. Data Subject Rights

ax1om will assist the Controller in responding to data subject requests for access, rectification, erasure, restriction, portability, and objection. ax1om will refer any data subject requests received directly to the Controller.

10. Audit Rights

The Controller may audit ax1om's compliance with this DPA upon reasonable notice. ax1om will provide the Controller with all information reasonably necessary to demonstrate compliance. ax1om may satisfy audit requests by providing SOC 2 Type 2 reports or equivalent third-party audit reports.

11. Term and Termination

This DPA remains in effect for the duration of the service agreement. Upon termination, ax1om will delete all Personal Data within 30 days unless the Controller requests return of data. A 7-day soft-delete recovery window is provided.

12. Execution

This DPA is pre-executed by ax1om LLC and becomes legally binding between the parties automatically upon the Customer's creation of an ax1om account and acceptance of the Terms of Service. No customer signature is required for the DPA to take effect. Customers whose procurement process requires a countersigned copy may request one at security@ax1om.ai and it will be provided within two business days.

Signatures

Controller

Signature: _____

Name: _____

Title: _____

Date: _____

Processor: ax1om LLC

Signature: Executed electronically by ax1om LLC (Section 12)

Name: Luis Esquivel

Title: Founder & CEO

Date: Effective as of Customer account creation

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