

DATA PROCESSING AGREEMENT

Controller!" DataNexus Ltd. · Governing law: European Union / I
SAMPLE DOCUMENT — provided by ContractRisk.io to demonstrate AI contract review. Not legal advice.

1. Subject Matter and Roles

This Data Processing Agreement governs DataNexus's processing of personal data on behalf of the Controller in connection with the services. DataNexus acts as a processor and the Controller as the controller. DataNexus may also process personal data as an independent controller for its own business purposes, including product analytics and marketing.

2. Processing Instructions

DataNexus shall process personal data in accordance with the Controller's documented instructions and as otherwise reasonably necessary to provide and improve the services. DataNexus may determine the means of processing and may process personal data for its own legitimate interests where permitted by applicable law.

3. Subprocessors

The Controller provides general authorization for DataNexus to engage subprocessors. DataNexus may add or replace subprocessors at any time and is not required to notify the Controller or provide a right to object. DataNexus shall use commercially reasonable efforts to bind subprocessors to appropriate obligations.

4. International Transfers

The Controller acknowledges and agrees that DataNexus may transfer and process personal data in any country in which DataNexus or its subprocessors operate, including outside the European Economic Area and India. The Controller is solely responsible for ensuring that any such transfer complies with applicable law.

5. Security Measures

DataNexus shall implement reasonable technical and organizational measures appropriate to its business to protect personal data against unauthorized access. The specific measures are determined by DataNexus and may change from time to time without notice.

6. Personal Data Breach

In the event of a personal data breach affecting the Controller's personal data, DataNexus shall notify the Controller as soon as reasonably practicable after DataNexus has confirmed the breach and completed its internal investigation. DataNexus's notification obligations are limited to providing information that DataNexus, in its discretion, considers relevant.

7. Data Subject Requests

Where DataNexus receives a request from a data subject, it shall forward the request to the Controller. Any assistance DataNexus provides to the Controller in responding to data-subject requests shall be billable at DataNexus's then-current professional-services rates, and DataNexus is under no obligation to assist within any particular timeframe.

8. Audits

The Controller agrees that DataNexus's provision of a summary certification of compliance, no more than once per year, shall satisfy any audit or inspection right. The Controller waives any right to conduct on-site audits or to receive detailed security documentation, penetration-test results, or subprocessor agreements.

9. Retention and Deletion

Upon termination of the services, DataNexus shall delete or return personal data within a commercially reasonable period; provided, however, that DataNexus may retain personal data for as long as necessary for its legitimate business interests, legal compliance, and backup purposes, without a defined deletion deadline.

10. Liability

Notwithstanding anything in the master agreement, DataNexus shall have no liability under this DPA for any claims relating to data protection, privacy, or a personal data breach, except to the extent directly caused by DataNexus's willful misconduct, and in no event exceeding the fees paid in the prior month.