

# Luna Data Processing Addendum (DPA)

**Effective Date:** May 1, 2025

**Last Updated:** May 1, 2025

## Introduction

This Data Processing Addendum ("DPA") is entered into by and between **Luna Base Inc.** ("Luna," "we," "our," or "Processor") and the Customer ("Customer," "you," or "your") as an extension of the Luna Terms of Service or other applicable agreement governing the use of Luna's Services (the "Agreement").

This DPA reflects the parties' commitment to comply with applicable **data protection laws and regulations**, including but not limited to:

- The **General Data Protection Regulation (EU) 2016/679 (GDPR)**;
- The **UK General Data Protection Regulation (UK GDPR)** and the **UK Data Protection Act 2018**;
- The **California Consumer Privacy Act (CCPA)**, as amended by the CPRA;
- Any similar or successor privacy and data protection laws globally, including laws in Canada, Switzerland, Australia, Brazil, and other jurisdictions as they become applicable.

The terms of this DPA will apply to any processing of **Personal Data** by Luna on behalf of the Customer while providing access to the Luna platform and associated AI-based services, APIs, integrations, and enterprise functionality.

This DPA is legally binding and effective as of the date the Customer subscribes to a Luna **Enterprise Plan** or enters into a **Custom Services Agreement** that incorporates this DPA by reference or attachment.

## 1. Scope and Applicability

This DPA applies only to the extent Luna processes Personal Data on behalf of the Customer as a **Processor or Service Provider**, and where such processing is subject to applicable Data Protection Laws. It supplements and does not replace the Agreement.

This DPA governs the collection, use, storage, access, deletion, and other processing activities involving Personal Data received or accessed by Luna while providing the Services to the Customer.

For the avoidance of doubt, this DPA **does not apply** where Luna processes data as a **data controller** (i.e., for its own purposes such as analytics, service optimization, security monitoring, or compliance with legal obligations).

It **only applies to data that the Customer provides or generates** while using the Luna platform, and that Luna processes solely on behalf of the Customer.

## 2. Definitions

The terms below shall have the meanings assigned to them under applicable Data Protection Laws. Where not defined herein, capitalized terms have the meanings set forth in the Agreement.

- **“Personal Data”** means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to an identified or identifiable natural person, household, or device.
- **“Processing”** means any operation or set of operations performed on Personal Data, whether by automated means or otherwise (e.g., collection, access, use, disclosure, deletion, storage).
- **“Data Controller” / “Controller”** refers to the Customer, who determines the purpose and means of the processing of Personal Data.
- **“Data Processor” / “Processor”** refers to Luna, who processes Personal Data on behalf of the Customer under written instruction.
- **“Sub-Processor”** means any third party engaged by Luna to assist in processing Personal Data in connection with the Services.
- **“Data Protection Laws”** includes GDPR, UK GDPR, CCPA/CPRA, and other applicable privacy regulations.
- **“Data Subject”** refers to the individual to whom the Personal Data relates.
- **“Supervisory Authority”** means a governmental agency responsible for enforcing data protection laws in a given jurisdiction (e.g., the EU Data Protection Authorities or UK ICO).

## 3. Roles of the Parties

The parties acknowledge and agree that:

- **Customer is the Controller** of the Personal Data processed in connection with their use of the Luna Services;
- **Luna is the Processor** of that Personal Data and shall process it solely on behalf of and in accordance with Customer’s documented instructions and applicable laws;
- To the extent the CCPA applies, Luna acts as a **Service Provider** and certifies it shall not “sell” or “share” Personal Data as defined under the CCPA, nor retain, use, or disclose such data for any purpose other than performing the Services.

Luna will not determine the purposes or means of the processing of Personal Data. It will act exclusively under the instructions of the Customer, except where otherwise required by law.

## 4. Customer Instructions and Limitations on Processing

Luna will process Personal Data only:

- To provide and support the Services as described in the Agreement;
- In accordance with Customer's documented instructions, including configuration settings or usage patterns within the platform;
- To comply with applicable legal obligations (e.g., law enforcement or court orders), in which case Luna will notify the Customer unless legally prohibited.

Luna shall not:

- Use Personal Data for its own commercial benefit (e.g., advertising, profiling, or monetization);
- Combine Customer Personal Data with data from other customers unless fully anonymized;
- Process Personal Data for purposes not authorized by the Customer.

If Luna believes any instruction infringes applicable law or places Luna at legal risk, it will immediately notify the Customer and may suspend such processing until clarified.

## 5. Use of Sub-Processors

Luna may engage Sub-Processors to assist in the delivery of the Services, provided that:

- All Sub-Processors are contractually bound to obligations consistent with this DPA, including data security, confidentiality, and restricted use;
- Luna maintains a current list of authorized Sub-Processors, which shall be made available to Customers upon request;
- Luna will provide prior notice of any intended changes to the list of Sub-Processors. If the Customer objects to the addition of a Sub-Processor on reasonable data protection grounds, Luna and the Customer will work in good faith to resolve the concern;
- If no resolution is reached within thirty (30) days, Customer may terminate the affected Services with written notice.

Luna remains fully responsible for any acts or omissions of its Sub-Processors in the performance of their duties under this DPA.

## 6. Security Measures

Luna shall implement and maintain appropriate technical and organizational measures designed to protect Personal Data against unauthorized or unlawful processing, accidental loss, destruction, damage, or alteration. These measures shall take into account the state of the art, cost of implementation, and the nature, scope, context, and purposes of processing.

Such measures include, but are not limited to:

- **Data encryption** at rest and in transit using industry-standard protocols;

- **Access controls** to ensure only authorized personnel may access Personal Data;
- **Internal security policies** and regular employee training on information security and privacy awareness;
- **Network monitoring** and intrusion detection systems to guard against data breaches or malicious activity;
- **Audit logging** and event tracking for sensitive operations involving Personal Data.

Upon Customer's written request, Luna will provide a current description or summary of these technical and organizational security measures.

## 7. Data Subject Rights and Requests

To the extent legally permitted, Luna shall promptly notify the Customer if it receives a request from a Data Subject to exercise any rights granted under applicable Data Protection Laws, including rights of access, rectification, erasure, restriction, objection, data portability, or non-discrimination.

Luna will not respond directly to any such request unless expressly instructed by the Customer or required to do so under applicable law.

Instead, Luna will, to the extent feasible, assist the Customer in fulfilling its obligations to respond to Data Subject requests within the required timeframes.

If a request is made directly to the Customer, Luna will cooperate as reasonably necessary to support Customer's response obligations, including access to data logs, audit records, or export capabilities within the platform.

## 8. Personal Data Breach Notification

In the event of a confirmed Personal Data Breach involving Customer Personal Data, Luna shall notify the Customer **without undue delay**, and in any event no later than **seventy-two (72) hours** after becoming aware of the breach.

The notification shall include, to the extent available:

- A summary of the nature of the breach and affected data categories;
- The approximate number of Data Subjects impacted;
- Known or suspected causes of the breach;
- The mitigation measures taken or proposed;
- Luna's contact point for ongoing coordination.

Luna will promptly investigate and take reasonable steps to mitigate further harm, and will cooperate fully with Customer's investigation or reporting obligations to authorities or affected individuals as required by law.

## 9. International Data Transfers

To the extent that Luna transfers Personal Data outside of the European Economic Area (EEA), the United Kingdom, or another jurisdiction requiring data export protections, such transfers shall be made only:

- In accordance with a valid **transfer mechanism** under Data Protection Laws, such as:
  - The European Commission's **Standard Contractual Clauses (SCCs)**;
  - The UK's **International Data Transfer Addendum**;
  - Binding Corporate Rules or adequacy decisions, where applicable.

Luna will implement additional **technical, contractual, or organizational safeguards** where required by regulators or risk assessments, including encryption, restricted data routing, or data minimization practices.

Customers may request a copy of the applicable transfer mechanism upon written request, subject to redaction for confidentiality.

## 10. Audit Rights and Compliance Assistance

At the Customer's reasonable written request, Luna shall make available all information necessary to demonstrate its compliance with this DPA and shall allow for audits or inspections by the Customer or a designated third-party auditor.

Audits may occur no more than once annually and must:

- Be conducted during normal business hours;
- Be subject to reasonable confidentiality obligations;
- Not interfere materially with Luna's business operations;
- Be scheduled with at least **thirty (30) days' advance notice**, unless required earlier by law or supervisory authority.

Where applicable, Luna may satisfy its audit obligations through **third-party certifications, independent audit reports, or attestations** (e.g., SOC 2 Type II, ISO 27001), which the Customer may review upon request.

## 11. Return or Deletion of Personal Data

Upon termination or expiration of the Agreement, Luna shall, at Customer's written request:

- **Return** all Customer Personal Data in a structured, commonly used, and machine-readable format, or
- **Securely delete or destroy** all Customer Personal Data in its possession, unless retention is required under applicable law.

Where no instruction is received within thirty (30) days of service termination, Luna may permanently delete the data in accordance with its internal data retention policy.

Luna may retain **anonymized or aggregated data** that does not identify any individual for statistical, benchmarking, or service improvement purposes, in compliance with applicable law.

## **12. Liability and Limitation**

Each party's liability arising out of or related to this DPA shall be subject to the limitations and exclusions of liability set forth in the Agreement.

This DPA does not create additional remedies or rights beyond those established in the Agreement, except where required by law or explicitly stated herein.

Luna shall not be liable for any claims resulting from Customer's failure to comply with its obligations under Data Protection Laws or this DPA.

## **13. Duration and Termination**

This DPA shall remain in effect for the duration of the Agreement and shall continue to apply so long as Luna processes Customer Personal Data.

In the event of any conflict between this DPA and the Agreement, this DPA shall control only with respect to the parties' data protection obligations.

Any amendments or modifications to this DPA must be made in writing and agreed upon by both parties.