

DATA PROCESSING ADDENDUM

Luxe Pricing, LLC.

Last Updated: 2026-01-05

This Data Processing Addendum (“DPA”) forms part of the Master Services Agreement or other written agreement (the “Agreement”) between Luxe Pricing, LLC. (“Company”) and the customer identified in the Agreement (“Customer”). This DPA applies where Company processes Personal Data on behalf of Customer.

1. Definitions

“Applicable Data Protection Law” means all laws applicable to the processing of Personal Data under the Agreement, including, where applicable, the GDPR, UK GDPR, CCPA (as amended by CPRA), and other applicable U.S. state privacy laws.

“Personal Data” means any information relating to an identified or identifiable natural person processed by Company on behalf of Customer.

“Processing” shall have the meaning set forth in Applicable Data Protection Law.

“Standard Contractual Clauses” or “SCCs” means the European Commission’s 2021 Standard Contractual Clauses (Module Two: Controller to Processor).

Capitalized terms not defined herein have the meaning set forth in the Agreement.

2. Roles of the Parties

Customer is the controller (or “Business,” where applicable) of Personal Data.

Company is the processor (or “Service Provider” or “Processor,” where applicable) of Personal Data.

Company shall process Personal Data solely for the purpose of providing the Services in accordance with the Agreement and this DPA, which together constitute Customer’s documented instructions.

Customer represents and warrants that it has all necessary rights and lawful bases to disclose Personal Data to Company.

3. Details of Processing (Article 28(3))

3.1 Subject Matter

Provision of the Services under the Agreement.

3.2 Duration

For the term of the Agreement plus any lawful retention period.

3.3 Nature and Purpose

Processing necessary to provide pricing optimization, analytics, and related SaaS services.

3.4 Categories of Data Subjects

Customer clients or end users; Customer personnel; authorized users.

3.5 Categories of Personal Data

Name; email address; telephone number; physical address; booking or service-related information.

Company does not intentionally process payment card data, government identification numbers, special category data, or health information.

4. Processor Obligations

Company shall:

1. Process Personal Data solely for the purpose of providing the Services in accordance with the Agreement and this DPA, which together constitute Customer's documented instructions, including with respect to transfers of Personal Data to a third country or international organization unless required to do so by Applicable Law.
2. Ensure that personnel authorized to process Personal Data are subject to confidentiality obligations.
3. Implement appropriate technical and organizational measures as described in Schedule 2.
4. Notify Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer's Personal Data.
5. Taking into account the nature of processing, assist Customer by appropriate technical and organizational measures to respond to data subject requests. Company shall not respond directly to data subjects except on documented instruction from Customer or as required by Applicable Law.
6. Assist Customer in ensuring compliance with obligations relating to security, breach notifications, and data protection impact assessments, taking into account the nature of processing and information available to Company.
7. Delete or return Personal Data to Customer upon termination of the Agreement, at Customer's choice, unless retention is required by Applicable Law.

8. Inform Customer if, in Company's opinion, any instruction violates Applicable Data Protection Law.

5. Subprocessors

5.1 General Authorization

Customer authorizes Company to engage subprocessors.

5.2 Current Subprocessors

- Amazon Web Services (hosting, infrastructure, SES email)
- Cloudflare, Inc. (CDN)
- Microsoft Corporation (email/productivity)
- Atlassian Corporation (support desk)
- HubSpot, Inc. (website hosting & business contact marketing data only)

Company shall maintain an up-to-date list at: <https://luxepricing.com/legal/subprocessors>. Updates to such list shall constitute notice of changes to subprocessors.

5.3 Subprocessor Obligations

Company shall impose data protection obligations no less protective than those set forth herein and remain responsible for the performance of its subprocessors.

5.4 Objection Right

Customer may object to a new subprocessor on reasonable grounds relating to data protection within fifteen (15) days of such update. The Parties shall work in good faith to resolve any objection.

6. International Data Transfers

Company hosts Personal Data in the United States.

To the extent Personal Data is transferred from the EEA to the United States, the SCCs (Module Two: Controller to Processor) are incorporated by reference and form part of this DPA.

For purposes of the SCCs:

- Customer is the Data Exporter.
- Company is the Data Importer.
- The description of transfers is set forth in Schedule 1.

- Technical and organizational measures are set forth in Schedule 2.
- Governing law for EU transfers: Ireland.

For transfers subject to UK GDPR, the UK International Data Transfer Addendum attached as Exhibit D applies.

7. U.S. State Privacy Law Compliance

To the extent Applicable Data Protection Law includes U.S. state privacy laws:

1. Company is a Service Provider or Processor.
2. Company shall:
 - Process Personal Data solely to provide the Services.
 - Not sell or share Personal Data.
 - Not retain, use, or disclose Personal Data outside the direct business relationship with Customer.
 - Not combine Personal Data with data from other sources except as permitted by law.
3. Customer may take reasonable and appropriate steps to ensure compliance.
4. Company shall remediate unauthorized use upon notice.
5. Company certifies that it understands and will comply with the restrictions set forth in this Section and as required under Applicable Data Protection Law.

8. Company as Independent Controller

Notwithstanding the foregoing, Company shall act as an independent controller (and not as a processor) with respect to:

1. Account and billing contact information relating to Customer personnel; and
2. Personal Data processed solely for maintaining the security, integrity, and availability of the Services, preventing fraud or abuse, complying with legal obligations, and enforcing the Agreement.

Company shall process such Personal Data in accordance with Applicable Data Protection Law and its privacy notice.

9. Audit Rights

Company shall make available to Customer all information reasonably necessary to demonstrate compliance with this DPA.

Company's SOC 2 Type II report shall satisfy Customer's audit rights.

On-site audits shall be permitted only if required by Applicable Data Protection Law and subject to reasonable advance notice, confidentiality safeguards, and minimal disruption to Company's operations.

10. Liability

Each Party's liability under this DPA shall be subject to the limitations of liability set forth in the Agreement.

11. Order of Precedence

In the event of conflict:

1. SCCs (for applicable transfers)
2. UK Addendum (for UK transfers)
3. This DPA
4. The Agreement

12. Amendments to this DPA

Company may update this DPA from time to time to reflect changes in Applicable Data Protection Law, regulatory guidance, or Company's data processing practices, provided that such updates do not materially reduce the level of protection afforded to Personal Data.

Company will post any updated version of this DPA at the URL referenced in the Agreement. Posting of the updated DPA shall constitute notice to Customer.

If Customer objects in writing within thirty (30) days of such posting on reasonable grounds relating to data protection, the Parties shall work in good faith to address such concerns.

Schedule 1 – Description of Processing & Transfers

(Serves as Annex I to SCCs)

- Categories of Data Subjects: As described in Section 3.4
- Categories of Personal Data: As described in Section 3.5
- Nature and Purpose: As described in Section 3
- Frequency of Transfer: Continuous as necessary to provide Services
- Recipients: Authorized subprocessors listed above
- Retention: As described in Agreement and Section 4

Schedule 2 – Technical and Organizational Measures

(Serves as Annex II to SCCs)

- Encryption in transit (TLS 1.2+)
- Encryption at rest using AWS-managed encryption
- Role-based access controls
- Least-privilege access principles
- Multi-factor authentication for administrative access
- Logging and monitoring using AWS-native tools
- Incident response procedures
- Regular backups
- Vendor risk management

Exhibit D

UK International Data Transfer Addendum

The UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (Version B1.0, issued by the UK Information Commissioner's Office) (the "UK Addendum") is incorporated by reference and forms part of this DPA with respect to transfers governed by UK GDPR.

For purposes of completing the UK Addendum:

- The Parties' details are as set forth in the Agreement.
- The selected SCC module is Module Two (Controller to Processor).

- The description of the transfer is set forth in Schedule 1 of this DPA.
- The technical and organizational measures are set forth in Schedule 2.
- The start date is the effective date of the Agreement.
- The governing law is England and Wales.

The UK Addendum applies solely to transfers subject to UK GDPR.