

J O N O M O R L L C

O F F I C E O F T H E A R C H I T E C T

H.U.N.I.E.

Data Processing Addendum

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· U K A D D E N D U M

V E R S I O N

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P U B L I S H E D A T

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A N S W E R E N G I N E O P T I M I Z A T I O N ™ · A E O / G E O B
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Preamble

This Data Processing Addendum (“DPA” or “Addendum”) supplements the AI Visibility Framework Licensing Program license agreement (the “License Agreement”) between JONOMOR LLC, a New York limited liability company (“Jonomor” or “Processor”), and the licensee organization that has executed the License Agreement (“Customer” or “Controller”). This DPA also incorporates the H.U.N.I.E. Terms of Use at hunie.ai/terms and the H.U.N.I.E. Privacy Policy at hunie.ai/privacy.

This DPA applies where Customer transmits Personal Data (defined below) to the H.U.N.I.E. system (“H.U.N.I.E.”) and where applicable Data Protection Law treats Customer as the controller (or business) and Jonomor as the processor (or service provider) of such Personal Data. Where there is a conflict between the License Agreement and this DPA with respect to the processing of Personal Data, this DPA controls.

This DPA enters into effect on the Effective Date of the License Agreement and remains in effect for so long as Jonomor processes Personal Data on Customer’s behalf.

Section 1 · Definitions

Capitalized terms used and not otherwise defined in this DPA have the meanings assigned to them in the License Agreement, the EU/UK General Data Protection Regulation (“GDPR”), or the California Consumer Privacy Act as amended by the California Privacy Rights Act (“CCPA/CPRA”), as the context requires. Specific defined terms include:

“**Data Protection Law**” means all laws applicable to Jonomor’s processing of Personal Data on behalf of Customer, including the GDPR, the UK GDPR, the CCPA/CPRA, and analogous federal, state, or international privacy laws.

“**Data Subject**” means an identified or identifiable natural person to whom Personal Data relates.

“**NVIDIA Inception**” means the program operated by NVIDIA Corporation under which JONOMOR LLC is an approved member as of April 29, 2026, governing access to NVIDIA NemoClaw governance and NVIDIA NemoTron infrastructure underlying the H.U.N.I.E. Intelligence Layer.

“**Personal Data**” means any information relating to a Data Subject that Jonomor processes on Customer’s behalf in connection with H.U.N.I.E., as further described in Annex 1 (Description of Processing).

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data processed under this DPA.

“**Restricted Transfer**” means a transfer of Personal Data subject to the GDPR or the UK GDPR to a country or international organization not regarded by the European Commission or the United Kingdom Information Commissioner as providing an adequate level of protection.

“**SCCs**” means the Standard Contractual Clauses adopted by the European Commission in Decision (EU) 2021/914 of 4 June 2021, including Module 2 (Controller-to-Processor) and Module 3 (Processor-to-Processor) as applicable.

“**Sub-processor**” means a third party engaged by Jonomor to process Personal Data on Jonomor’s behalf in connection with the provision of H.U.N.I.E. to Customer.

“**UK Addendum**” means the International Data Transfer Addendum to the SCCs issued by the United Kingdom Information Commissioner under section 119A of the Data Protection Act 2018.

Section 2 · Roles and Authority

2.1 Roles

Where the GDPR or UK GDPR applies, Customer is the controller and Jonomor is the processor with respect to Personal Data processed under this DPA. Where the CCPA/CPRA applies, Customer is the business and Jonomor is the service provider. Where a third-party data subject’s controller is Customer’s own customer (for example, where Customer is itself processing on behalf of one of its clients), Customer warrants that it has authority to instruct Jonomor on the processing of such Personal Data.

2.2 Customer’s authority

Customer represents and warrants that: (i) it has provided all required notices to Data Subjects and obtained all required consents and lawful bases for the processing of Personal Data described in Annex 1; (ii) its instructions to Jonomor under this DPA do not violate Data Protection Law; and (iii) the Personal Data transmitted to H.U.N.I.E. has been collected by Customer in compliance with applicable law.

2.3 No sale of personal information

Jonomor shall not sell or share Personal Data within the meaning of the CCPA/CPRA. Jonomor shall not retain, use, or disclose Personal Data outside the direct business relationship between Jonomor and Customer, or for any commercial purpose other than performing the services under the License Agreement, except as expressly permitted by the CCPA/CPRA.

Section 3 · Processing on Documented Instructions

3.1 Documented instructions

Jonomor shall process Personal Data only on Customer’s documented instructions, including with regard to transfers to third countries. The License Agreement, this DPA, the Terms of Use, and Customer’s use of the H.U.N.I.E. API (each authenticated request constituting an instruction to perform the operation invoked) collectively constitute Customer’s documented instructions.

3.2 Conflict with law

If Jonomor reasonably believes that an instruction from Customer would violate Data Protection Law, Jonomor shall promptly notify Customer and may suspend processing under that instruction until the conflict is resolved. Jonomor shall not be required to follow instructions that would expose Jonomor to liability under applicable law.

3.3 Confidentiality

Jonomor shall ensure that Jonomor personnel authorized to process Personal Data are bound by written confidentiality obligations or are subject to an appropriate statutory obligation of confidentiality.

Section 4 · Sub-processors

4.1 General authorization

Customer grants Jonomor general written authorization to engage Sub-processors to process Personal Data, subject to compliance with the procedures of this Section 4. The list of Sub-processors authorized as of the Effective Date of the License Agreement is set forth in Annex 3 (Authorized Sub-processors).

4.2 New Sub-processors

Jonomor shall provide Customer with not less than thirty (30) days' prior written notice (which may be by email to the contact address provided by Customer or by posting at hunie.ai/subprocessors) before engaging any new Sub-processor for the processing of Personal Data. During the notice period, Customer may object to the new Sub-processor on reasonable grounds related to data protection. If Customer objects, the Parties shall discuss the objection in good faith. If Jonomor and Customer cannot resolve the objection within thirty (30) days of the notice, Customer may, as its sole remedy, terminate the License Agreement to the extent it relates to processing involving the proposed Sub-processor, on thirty (30) days' written notice, with prorated refund of unused License Fees attributable to the affected processing.

4.3 Sub-processor obligations

Jonomor shall enter into a written agreement with each Sub-processor that imposes data protection obligations no less protective than those set forth in this DPA. Jonomor shall remain liable to Customer for the acts and omissions of its Sub-processors with respect to processing of Personal Data, to the same extent as if such acts and omissions were performed by Jonomor itself.

Section 5 · International Data Transfers

5.1 Adequacy decisions

To the extent the European Commission or the United Kingdom Information Commissioner has issued an adequacy decision applicable to a Restricted Transfer under this DPA, the transfer is permitted in reliance on that decision.

5.2 Standard Contractual Clauses

To the extent that processing under this DPA involves a Restricted Transfer not covered by an adequacy decision:

1. Module 2 of the SCCs (Controller-to-Processor) applies where Customer is the controller and Jonomor is the processor. The Parties are deemed to have signed Module 2 of the SCCs and agree that the SCCs are incorporated into this DPA by reference. The Parties' details and processing description are set forth in Annex 1.
2. Module 3 of the SCCs (Processor-to-Processor) applies where Customer is itself acting as a processor on behalf of its own customer (the underlying controller) and Jonomor is acting as Sub-processor. The Parties are deemed to have signed Module 3 of the SCCs and agree that the SCCs are incorporated into this DPA by reference.
3. For SCC purposes: in Clause 7 (docking clause), the optional docking clause applies; in Clause 9 (use of sub-processors), Option 2 (general written authorization) applies in accordance with Section 4 of this DPA, with the notice period set at thirty (30) days; in Clause 11 (redress), the optional independent dispute resolution body provision does not apply; in Clause 17 (governing law), the laws of Ireland apply; and in Clause 18 (choice of forum and jurisdiction), the courts of Ireland apply.
4. For UK Restricted Transfers, the UK Addendum is hereby executed and incorporated by reference, with the Tables of the UK Addendum populated by reference to Annex 1 of this DPA, and with the Parties electing not to permit either Party to terminate as set forth in Section 19 of the UK Addendum.

5.3 Supplementary measures

Jonomor implements the supplementary measures described in Annex 2 (Technical and Organizational Measures), including encryption in transit and at rest, access controls, audit logging, and namespace segregation, to address risks identified by the European Data Protection Board's recommendations on supplementary measures.

5.4 Government access requests

Jonomor shall, to the extent permitted by law, promptly notify Customer of any binding request from a public authority for access to Personal Data. Jonomor shall use reasonable lawful means to challenge requests that are not consistent with Data Protection Law. Jonomor shall not provide access to Personal Data unless required by binding legal process and shall provide only the minimum disclosure required.

Section 6 · Security

6.1 Technical and organizational measures

Jonomor shall implement and maintain the technical and organizational measures set forth in Annex 2, designed to ensure a level of security appropriate to the risk, taking into account the nature, scope, context, and purposes of processing as well as the risks to Data Subjects. Jonomor may update its measures from time to time, provided that the level of security shall not materially decrease.

6.2 Personnel

Jonomor shall ensure that Jonomor personnel processing Personal Data are subject to confidentiality obligations and have received appropriate data protection training.

Section 7 · Personal Data Breach Notification

Upon becoming aware of a Personal Data Breach affecting Personal Data processed under this DPA, Jonomor shall:

1. notify Customer without undue delay and, in any case, within seventy-two (72) hours of awareness;
2. provide Customer with such information as is reasonably available to enable Customer to meet its own notification obligations under Data Protection Law, including the categories and approximate number of Data Subjects affected, the categories and approximate volume of Personal Data records concerned, the likely consequences of the breach, and the measures taken or proposed to address the breach;
3. provide updated information as more facts become known; and
4. cooperate with Customer's reasonable investigative and remedial efforts.

Jonomor's notification of, response to, or cooperation regarding a Personal Data Breach shall not be deemed an acknowledgment of fault or liability.

Section 8 · Data Subject Rights and Cooperation

8.1 Data Subject requests

If Jonomor receives a request from a Data Subject relating to Personal Data processed on Customer's behalf, Jonomor shall, taking into account the nature of the processing, assist Customer through appropriate technical and organizational measures, insofar as possible, in fulfilling Customer's obligations to respond to such request. Where lawful, Jonomor will direct the Data Subject to Customer for response.

8.2 Data protection impact assessments

Jonomor shall, taking into account the nature of processing and the information available, assist Customer in carrying out data protection impact assessments under GDPR Article 35 and prior

consultations with supervisory authorities under GDPR Article 36. Jonomor may charge Customer reasonable fees for assistance that materially exceeds standard customer support.

Section 9 · Audits

9.1 Audit information

Jonomor shall, upon Customer's reasonable written request and not more than once per twelve (12) month period (absent a Personal Data Breach or regulator inquiry), make available to Customer information necessary to demonstrate compliance with this DPA, including by responding to Customer's reasonable written audit questionnaires and providing copies of any third-party audit reports (such as SOC 2, ISO 27001) that Jonomor has obtained.

9.2 On-site audits

On-site audits are not part of the standard service. Where Customer is required by Data Protection Law or its supervisory authority to conduct an on-site audit, the Parties shall cooperate in good faith on scope, timing, and cost, with audit costs borne by Customer except where the audit reveals material non-compliance by Jonomor.

Section 10 · Return or Deletion of Personal Data

Upon termination, expiration, or non-renewal of the License Agreement, Jonomor shall, at Customer's written election made within sixty (60) days, either: (i) return Personal Data to Customer in JSON format, or (ii) delete Personal Data from H.U.N.I.E. production storage within ninety (90) days. The retention exceptions set forth in Section 7 of the H.U.N.I.E. Terms of Use (audit logs, aggregate de-identified telemetry, backup archive cycle) apply.

Section 11 · Liability

Each Party's liability arising out of or related to this DPA, whether in contract, tort, or otherwise, shall be subject to the same limitations as set forth in the License Agreement, except that any liability cap shall apply in the aggregate to all claims under the License Agreement and this DPA combined.

Nothing in this DPA limits or excludes either Party's liability where such limitation or exclusion is not permitted by Data Protection Law, including liability to Data Subjects under the SCCs.

Section 12 · Term and Survival

This DPA enters into effect on the Effective Date of the License Agreement and remains in effect for the term of the License Agreement and any extended retention period applicable under Section 10. Sections that by their nature should survive termination shall survive.

Section 13 · Conflict and Order of Precedence

In the event of any conflict between this DPA and the License Agreement, this DPA controls solely with respect to the processing of Personal Data. The SCCs (and the UK Addendum, where applicable) prevail over this DPA in the event of any conflict, in respect of Restricted Transfers governed by them.

Annex 1 · Description of Processing

This Annex 1 describes the processing of Personal Data under this DPA for purposes of GDPR Article 28 and the SCCs.

A1.1 Parties

Role	Identity
Data Exporter / Controller (or Business)	Customer (the licensee organization on the cover page of the License Agreement)
Data Importer / Processor (or Service Provider)	JONOMOR LLC, 2037 Ford Street, Brooklyn, NY 11229, USA · Contact: ali@jonomor.com

A1.2 Categories of Data Subjects

Data Subjects whose Personal Data is included in Customer Content transmitted by Customer to H.U.N.I.E., which may include Customer Personnel, Customer’s end users, Customer’s clients (where Customer acts as processor for its clients), and other categories determined by Customer.

A1.3 Categories of Personal Data

Personal Data transmitted to H.U.N.I.E. is determined by Customer in its sole discretion and is generally limited to operational data relevant to Customer’s services. Such data may include identification data (names, identifiers), contact data (email addresses), professional data (job titles, organizations), and other categories determined by Customer.

Customer shall not transmit special categories of Personal Data within the meaning of GDPR Article 9 (including health data, biometric data, racial or ethnic origin, political opinions, religious beliefs), nor sensitive personal information within the meaning of CCPA/CPRA, except pursuant to a separate written agreement specifically addressing such data.

A1.4 Nature and Purpose of Processing

Jonomor processes Personal Data for the purpose of providing the H.U.N.I.E. service, including authentication of Customer requests, storage of Memory Nodes within Customer’s namespace, processing of Memory Nodes through the consolidation engine (similarity, contradiction detection, merging, confidence scoring), retrieval and return of query results to Customer, and audit logging.

A1.5 Duration of Processing

Personal Data is processed for the duration of the License Agreement and during the post-termination retention period set forth in Section 10 of this DPA and Section 7 of the H.U.N.I.E. Terms of Use.

A1.6 Frequency of Transfer

Continuous, on a per-API-request basis as determined by Customer's integration.

A1.7 Onward Transfers

Onward transfers occur only to the Sub-processors listed in Annex 3, each of which is bound by data protection terms substantively equivalent to this DPA.

A1.8 Competent Supervisory Authority

For purposes of Clause 13 of the SCCs, the supervisory authority shall be the supervisory authority of the EU/EEA Member State of the Data Subject's habitual residence, or where Customer designates an alternative authority that is competent under applicable law, the authority so designated.

Annex 2 · Technical and Organizational Measures

Jonomor implements and maintains the following measures designed to ensure the security of Personal Data:

Measure category	Implementation
Access control	Bearer token authentication; organization-bound credentials; role-based administrative access; audit logging of administrative actions
Encryption	TLS 1.2 or higher in transit; encryption at rest for the H.U.N.I.E. Postgres database via the cloud provider’s standard encryption
Network security	Hosted infrastructure within Railway with network isolation; private network for inter-service communication
Personnel security	Confidentiality obligations on all personnel; data protection awareness for personnel processing Personal Data
Logical separation	Customer namespaces are segregated; one Customer’s data is not queryable from another Customer’s credentials
Backup and recovery	Database backups on the cloud provider’s standard schedule; backups overwritten in ordinary course (currently 35 days)
Incident response	Documented incident response plan; 72-hour breach notification commitment under Section 7 of this DPA
Sub-processor management	Written agreements imposing data protection obligations no less protective than this DPA on each Sub-processor
Vendor due diligence	Periodic review of Sub-processors’ security posture; compliance documentation reviewed before engagement
Vulnerability management	Dependency monitoring; security patches applied promptly when published
Intelligence Layer governance	NemoClaw governance enforcement and Nemotron inference operate under JONOMOR LLC’s NVIDIA Inception program membership; routed requests are subject to NVIDIA-imposed terms communicated to Customer at credential issuance

Annex 3 · Authorized Sub-processors

As of the Effective Date of the License Agreement, Jonomor authorizes the following Sub-processors to process Personal Data on Customer’s behalf in connection with H.U.N.I.E.:

Sub-processor	Function	Location
Railway (Railway Corp.)	Hosting of H.U.N.I.E. application and Postgres database	United States
NVIDIA Corporation	Intelligence Layer routing under JONOMOR LLC's NVIDIA Inception program membership — NemoClaw governance, Nemotron inference (Certification tier only)	United States
Stripe, Inc.	License Fee payment processing (Customer billing contacts)	United States
Email service provider	Transactional and licensing-related email delivery	United States

The current list of authorized Sub-processors is maintained at hunie.ai/subprocessors. Jonomor will provide notice of new Sub-processors in accordance with Section 4.2 of this DPA.

A C C E P T A N C E

This DPA is incorporated by reference into the License Agreement and is accepted by Customer through the same click-to-accept execution that effects the License Agreement. Each Party is deemed to have signed Module 2 (and where applicable, Module 3) of the SCCs and the UK Addendum upon execution of the License Agreement.

N O T I C E S

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C O N T A C T

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Email: ali@jonomor.com

Data Processing Addendum: hunie.ai/dpa

Sub-processors: hunie.ai/subprocessors

Privacy Policy: hunie.ai/privacy

Terms of Use: hunie.ai/terms

Web: jonomor.com