Data Processing Addendum

Exhibit D to the Master Services Agreement

Accelerate, LLC

Version 1.0, November 2026

This Data Processing Addendum (**"DPA"**) is entered into under and incorporated into the Master Services Agreement between **Accelerate, LLC** ("**Accelerate**") and the reseller identified in the Order that references the MSA ("**Reseller**"). This DPA is Exhibit D to the MSA, and governs Accelerate's processing of Personal Data contained in Client Data. Capitalized terms not defined herein shall have the meanings ascribed to them in the Master Services Agreement ("**MSA**").

1. DEFINITIONS

1.1 "Personal Data" means information within Client Data that identifies or reasonably relates to an identified or identifiable natural person and is subject to Data Protection Laws, including, without limitation, name, street address, telephone number, email address, photograph, social security number, driver's license number, passport number, customer or account number, and password.

1.2 "Data Protection Laws" means all applicable Federal, state, local and foreign privacy and data protection laws, including the California Consumer Privacy Act as amended (CCPA), other U.S. state privacy laws, and, where applicable, the EU/UK GDPR.

1.3 "Security Incident" means any confirmed breach of security of Accelerate's systems, databases or other locations where Client Data is processed, or any failure, crash or security incident with respect to the same, which results in the accidental or unlawful destruction, deletion, loss, alteration, unauthorized disclosure of, or access to Personal Data processed by Accelerate.

2. ROLES AND SCOPE OF PROCESSING

2.1 Roles. Reseller (or its End Client, as applicable) is the business/controller of Personal Data; Accelerate processes Personal Data as a service provider/processor solely on documented instructions as set out in the MSA and this DPA.

2.2 Processing Details. Accelerate processes data in accordance with the following:

(a) Subject matter: Hosting and processing of Client Data to provide AI-assisted ERP implementation services.

(b) Duration: The applicable Subscription Term, plus the additional 30-day post-termination export window.

(c) Nature and purpose: Storage, organization, transformation, analysis (including via large language models), and transmission to deliver the Platform.

(d) Categories of data subjects and data: As determined by Reseller/End Client, typically including business contact data of employees, customers, and vendors (names, emails, phone numbers, addresses) within ERP records.

2.3 CCPA Service Provider Terms. Accelerate shall not sell or share Personal Data, retain, use, or disclose it outside the direct business relationship or for any purpose other than providing the services related to the use of the Platform, or combine it with data from other sources except as permitted for

service providers, or in accordance with Accelerate's rights with respect to anonymized Aggregated Data as set forth in Section 6 of the MSA.

3. ACCELERATE OBLIGATIONS

3.1 Confidentiality of Processing. Accelerate hereby agrees that its personnel processing Personal Data are bound by confidentiality obligations.

3.2 Security Measures. Accelerate maintains appropriate technical and organizational measures designed to ensure the availability, integrity, privacy, confidentiality and security of Client Data, including: a dedicated database for each reseller; encryption of data in transit (TLS) and at rest (AES-256); identity and access management with role-based access; logical network segregation; and administrative access controls.

3.3 No Training on Personal Data. Accelerate does not use Client Data (including Personal Data) to train or improve generalized machine-learning models. Accelerate's AI processing is performed through Amazon Bedrock, which per AWS's published commitments does not use customer inputs or outputs to train underlying foundation models. Accelerate does not enable logging of prompts or outputs in Amazon Bedrock.

3.4 Assistance. Taking into account the nature of processing, Accelerate will use commercially reasonable efforts to assist Reseller in responding to data subject/consumer requests and in meeting security, impact-assessment, and consultation obligations under Data Protection Laws, at Reseller's reasonable expense where such assistance is material.

3.5 Security Incident Notice. Accelerate will notify Reseller without undue delay, and in any event within seventy-two (72) hours, after confirming a Security Incident, and will provide reasonable information to support Reseller's notification obligations. Reseller acknowledges and agrees that notice by Accelerate of any Security Incident is not an admission of fault.

4. SUBPROCESSORS

4.1 Authorization. Reseller hereby expressly authorizes performance of data processing services by the subprocessors listed below. Accelerate will provide Reseller at least thirty (30) days' notice of new subprocessors; Reseller may object on reasonable data-protection grounds, and if unresolved, may terminate the affected subscription with a pro-rata refund of prepaid unused fees.

Subprocessor	Service	Location
Amazon Web Services, Inc.	Cloud infrastructure hosting (compute, storage, database)	United States
Amazon Web Services, Inc. (Amazon Bedrock)	Managed AI model hosting (Anthropic Claude models)	United States
Amazon Web Services, Inc. (Amazon SES)	Transactional email delivery	United States

Subprocessor	Service	Location
Stripe, Inc.	Payment processing and billing	United States

4.2 Liability. Accelerate remains responsible for its subprocessors' performance under this DPA.

5. AUDITS AND CERTIFICATIONS

5.1 Upon reasonable advance written request and no more than once annually, Accelerate will provide Reseller with summaries of its security practices and, when available, third-party audit reports.

6. INTERNATIONAL TRANSFERS

6.1 Personal Data is hosted and stored in the United States. Accelerate's personnel and contractors may access Personal Data remotely from outside the United States to support the Platform. If Reseller or its End Clients submit Personal Data subject to EU/UK GDPR, the Parties will execute appropriate transfer mechanisms (e.g., EU Standard Contractual Clauses and the UK Addendum) before such processing.

7. RETURN AND DELETION

7.1 Upon termination or expiration of the MSA or applicable Subscription Agreement, Accelerate will make Client Data available for export for thirty (30) days as described in Section 5.3 of the Subscription Agreement, then delete Personal Data within sixty (60) days, except as retained in routine backups (deleted on backup expiration) or as required by applicable law.

8. GENERAL

8.1 In the event of a conflict between this DPA and the MSA or Subscription Agreement regarding data protection, this DPA controls. Liability under this DPA is subject to the limitations in the MSA.