

DATA PROCESSING AGREEMENT

StormAxis, LLC

Effective Date: March 25, 2026

1. INTRODUCTION AND SCOPE

This Data Processing Agreement ("DPA") forms part of the Terms of Service or other written agreement between StormAxis, LLC ("StormAxis," "we," "us," or "our") and the customer or subscriber ("Customer," "you," or "your") who purchases or accesses StormAxis storm intelligence products, including but not limited to Storm Intelligence Briefings, StormStrike tactical reports, and the StormAxis web platform (collectively, the "Services").

This DPA sets out the parties' obligations with respect to the processing of Personal Data in connection with the Services, as required by applicable data protection laws, including the Texas Data Privacy and Security Act (TDPSA), the California Consumer Privacy Act as amended by the California Privacy Rights Act (CCPA/CPRA), and other applicable U.S. state privacy laws (collectively, "Applicable Data Protection Laws").

2. DEFINITIONS

- (a) "**Personal Data**" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an identified or identifiable natural person, as defined under Applicable Data Protection Laws.
- (b) "**Processing**" means any operation or set of operations performed on Personal Data, including collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available.
- (c) "**Controller**" means the party that determines the purposes and means of Processing Personal Data.
- (d) "**Processor**" means the party that Processes Personal Data on behalf of the Controller.
- (e) "**Property Data**" means publicly available property records, including property owner names, mailing addresses, property addresses, and parcel identifiers, sourced from county appraisal districts, public records databases, and other lawful sources.
- (f) "**Storm Intelligence Data**" means weather event data, hail and wind reports, damage probability scores, revenue estimates, and geographic targeting information compiled by StormAxis.
- (g) "**Data Subject**" means an identified or identifiable natural person whose Personal Data is Processed.

(h) "**Sub-processor**" means any third party engaged by StormAxis to Process Personal Data on behalf of StormAxis in connection with the Services.

3. ROLES AND RESPONSIBILITIES

3.1 StormAxis as Controller. With respect to Property Data that StormAxis independently collects from publicly available sources, compiles into storm intelligence products, and delivers to Customers, StormAxis acts as an independent Controller. StormAxis determines the purposes and means of this Processing, including what data to collect, how to score and cluster properties, and what information to include in its deliverables.

3.2 Customer as Independent Controller. Upon receipt of StormAxis deliverables containing Personal Data (such as property owner names and addresses in a StormStrike report), Customer becomes an independent Controller with respect to its own use of that data. Customer determines independently how it will use the data for its own business purposes, such as canvassing, direct mail, or sales outreach.

3.3 Not Joint Controllers. The parties are independent Controllers and do not jointly determine the purposes or means of Processing. Nothing in this DPA creates a joint controller relationship.

4. CATEGORIES OF PERSONAL DATA PROCESSED

StormAxis processes the following categories of Personal Data in connection with the Services:

Category	Data Elements	Source
Property Owner Data	Full name, mailing address, property address, parcel ID	County appraisal districts, public records
Customer Account Data	Name, email address, company name, billing info	Provided by Customer at registration
Usage Data	Login timestamps, pages viewed, reports downloaded	Collected automatically via platform
Payment Data	Payment method (last 4 digits), transaction history	Payment processor (Stripe)

5. PURPOSES OF PROCESSING

StormAxis Processes Personal Data solely for the following purposes:

- (a) Compiling and delivering storm intelligence products, including Storm Intelligence Briefings and StormStrike tactical reports;
- (b) Normalizing, scoring, and clustering Property Data to generate actionable targeting intelligence for storm restoration contractors;
- (c) Administering Customer accounts, processing payments, and providing customer support;

- (d) Improving and maintaining the StormAxis platform and Services;
- (e) Complying with applicable legal obligations.

6. LAWFUL BASIS FOR PROCESSING

StormAxis Processes Property Data on the basis that such data is obtained from publicly available government records, which constitutes a lawful source under Applicable Data Protection Laws. Customer Account Data is Processed on the basis of the contractual relationship between StormAxis and the Customer. Where required by Applicable Data Protection Laws, StormAxis relies on legitimate business interests as its lawful basis for Processing, having conducted an appropriate balancing assessment.

7. DATA SECURITY MEASURES

StormAxis implements and maintains appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful Processing, accidental loss, destruction, or damage. These measures include, without limitation:

- (a) Encryption of data in transit (TLS 1.2+) and at rest;
- (b) Access controls limiting Personal Data access to authorized personnel on a need-to-know basis;
- (c) Regular security assessments and vulnerability testing;
- (d) Secure development practices for the StormAxis platform;
- (e) Incident response procedures for prompt detection and notification of data breaches;
- (f) Employee confidentiality obligations and data protection training.

8. SUB-PROCESSORS

8.1 StormAxis may engage Sub-processors to assist in providing the Services. A current list of Sub-processors is available at stormaxis.io/sub-processors or upon written request.

8.2 StormAxis shall: (a) enter into a written agreement with each Sub-processor imposing data protection obligations no less protective than those in this DPA; (b) remain responsible for the acts and omissions of its Sub-processors; and (c) provide Customer with at least 30 days' prior written notice before engaging a new Sub-processor.

8.3 If Customer objects to a new Sub-processor on reasonable data protection grounds within 15 days of receiving notice, the parties shall work in good faith to resolve the objection. If no resolution is reached, Customer may terminate the affected Services without penalty.

9. DATA SUBJECT RIGHTS

9.1 To the extent required by Applicable Data Protection Laws, StormAxis shall maintain processes to respond to Data Subject requests to exercise their rights, including the right to access, correct, delete, or obtain a copy of their Personal Data, and the right to opt out of the sale or sharing of Personal Data.

9.2 Data Subjects may submit requests to StormAxis at: privacy@stormaxis.io. StormAxis shall respond to verified requests within the timeframes required by Applicable Data Protection Laws.

9.3 If StormAxis receives a Data Subject request that relates to Personal Data for which Customer is the Controller, StormAxis shall promptly redirect the request to Customer unless prohibited by law.

10. DATA RETENTION AND DELETION

10.1 StormAxis retains Property Data for the duration necessary to provide the Services and as required by applicable law. Storm intelligence products containing Property Data are retained for the active subscription period plus 90 days.

10.2 Customer Account Data is retained for the duration of the Customer's account and for a reasonable period thereafter for legitimate business purposes (e.g., billing disputes, legal compliance).

10.3 Upon termination of the agreement or upon Customer's written request, StormAxis shall delete or return Customer Account Data within 60 days, except to the extent retention is required by applicable law.

11. DATA BREACH NOTIFICATION

11.1 In the event of a confirmed data breach affecting Personal Data, StormAxis shall notify affected Customers without undue delay and in no event later than 72 hours after becoming aware of the breach.

11.2 Such notification shall include: (a) the nature of the breach; (b) the categories and approximate number of Data Subjects affected; (c) the likely consequences of the breach; and (d) the measures taken or proposed to address the breach.

11.3 StormAxis shall cooperate with Customer and take reasonable steps to assist in the investigation, mitigation, and remediation of any data breach.

12. CUSTOMER OBLIGATIONS

Customer agrees and warrants that it shall:

- (a) Use Personal Data received through the Services only for lawful purposes consistent with applicable law;
- (b) Not use Personal Data for any purpose that would violate Applicable Data Protection Laws, including but not limited to unlawful discrimination, harassment, or stalking;
- (c) Maintain appropriate security measures to protect Personal Data received from StormAxis;
- (d) Comply with all applicable "Do Not Contact" and similar regulatory requirements when using property owner data for outreach;
- (e) Promptly notify StormAxis of any Data Subject requests received that relate to data originally sourced by StormAxis.

13. SALE OF PERSONAL DATA

To the extent that the delivery of storm intelligence products containing Property Data constitutes a "sale" of Personal Data under the CCPA/CPRA or analogous state laws, StormAxis discloses this practice in its Privacy Policy and provides Data Subjects with the right to opt out of such sales. StormAxis shall not sell Personal Data of consumers who have exercised their opt-out rights.

14. CROSS-STATE DATA TRANSFERS

StormAxis processes data within the United States. Where Personal Data is collected from residents of states with comprehensive privacy laws, StormAxis shall comply with the requirements of each applicable state law with respect to such residents' data.

15. AUDITS AND COMPLIANCE

15.1 Upon Customer's reasonable written request (no more than once per calendar year), StormAxis shall make available information necessary to demonstrate compliance with this DPA.

15.2 StormAxis may satisfy audit requests by providing a summary of its security practices, a SOC 2 report or equivalent certification, or by permitting a mutually agreed-upon third-party auditor to conduct an assessment at Customer's expense.

16. LIMITATION OF LIABILITY

Each party's liability under this DPA is subject to the limitations of liability set forth in the underlying agreement between the parties. Nothing in this DPA limits either party's liability for breaches of Applicable Data Protection Laws to the extent such limitation is prohibited by law.

17. TERM AND TERMINATION

This DPA takes effect on the date Customer first accesses or purchases the Services and remains in effect for as long as StormAxis Processes Personal Data on behalf of or in connection with Customer. The obligations in Sections 7, 9, 10, 11, and 16 survive termination of this DPA.

18. GOVERNING LAW

This DPA shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any disputes arising under this DPA shall be subject to the exclusive jurisdiction of the courts located in Tarrant County, Texas.

19. AMENDMENTS

StormAxis may update this DPA from time to time to reflect changes in Applicable Data Protection Laws or our Processing activities. Material changes will be communicated to Customers via email or through the StormAxis platform at least 30 days prior to taking effect. Continued use of the Services

after the effective date of an updated DPA constitutes acceptance of the changes.

20. CONTACT INFORMATION

For questions or concerns regarding this DPA or StormAxis's data processing practices, please contact:

StormAxis, LLC

Attn: Data Protection

Email: privacy@stormaxis.io

Website: stormaxis.io

This Data Processing Agreement is provided for informational purposes and does not constitute legal advice. StormAxis recommends consulting with qualified legal counsel to ensure compliance with all applicable laws.