

“Protected Personal Data” means any information defined as personal data or personal information or similar by any Applicable Data Protection Laws as defined in Section 7 of the Airista Flow SaaS Agreement, including information that identifies, relates to, describes, or is capable of being associated with or could be reasonably linked, directly or indirectly, with a living person, household, or device that is linked to a living person or household, that is processed by AiRISTA under this Agreement.

1.1 AiRISTA will process Protected Personal Data in accordance with applicable data protection laws, rules, and regulations, including without limitation and to the extent applicable, the California Consumer Privacy Act of 2018 and related guidance from the California Office of the Attorney General (the **“CCPA”**) (collectively, **“Applicable Data Protection Laws”**) and only in accordance with this Agreement and documented instructions received from Customer and solely for the purpose(s) for which the data was disclosed to AiRISTA by Customer or collected by AiRISTA on Customer’s behalf.

1.2 AiRISTA acknowledges and confirms that it does not provide Customer with any monetary or other valuable consideration in exchange for the Protected Personal Data. AiRISTA will not use, retain, disclose or otherwise process Protected Personal Data for any purpose other than for the specific purpose of performing the Services specified in this Agreement or as otherwise permitted by Customer in writing or as required by Applicable Data Protection Law; provided that, in the event AiRISTA is legally required to process Protected Personal Data other than as instructed by Customer, AiRISTA will notify Customer in writing before such processing occurs unless the law requiring such processing prohibits AiRISTA from notifying Customer, in which case AiRISTA will notify Customer as soon as that law permits AiRISTA to do so. AiRISTA will not sell (as defined by Applicable Data Protection Laws) any Protected Personal Data. AiRISTA will not collect or access any Protected Personal Data except those categories of Protected Personal Data expressly authorized by Customer in writing. AiRISTA will not use, retain, or otherwise process Protected Personal Data outside of the direct business relationship between AiRISTA and Customer. Except as expressly permitted by this Agreement, AiRISTA will not derive information from Protected Personal Data for any purpose other than to perform Services under this Agreement. AiRISTA certifies that it understands and will comply with the restrictions set forth in this [Section 9.2](#).

1.3 AiRISTA will provide all necessary assistance to Customer to fulfill Customer’s or Customer’s Client’s obligation to promptly respond to any request or exercise of rights by a data subject of Protected Personal Data (**“Requests”**) under Applicable Data Protection Laws. If AiRISTA receives a Request, AiRISTA must notify Customer in writing by email to salesoperations@airistaflow.com (or such other email address as may be provided by Customer) within three (3) business days of receipt. AiRISTA will comply with Customer’s instructions with regard to fulfilling, honoring, or otherwise responding to a Request. AiRISTA will also ensure that each of its Subcontractors that process Protected Personal Data provide all assistance necessary to fulfill Customer’s or Customer’s Client’s obligation to promptly respond to any such Requests. Such assistance will include providing requested Protected Personal Data without charge in the format requested by Customer, Customer’s Client, or a data subject.

1.4 In the event of a Personal Data Breach, AiRISTA will notify Customer of the Personal Data Breach in writing without undue delay, but no later than 72 hours after becoming aware of the Personal Data Breach. AiRISTA will provide Customer with information about the Personal Data Breach requested by Customer. After providing notice, AiRISTA will investigate the Personal Data Breach; take necessary steps to eliminate, contain, and remediate the impact of the Personal Data Breach; and keep Customer advised of the status of the Personal Data Breach.

1.5 AiRISTA will, at Customer’s choice, delete or return all Protected Personal Data after expiration or termination of this Agreement, unless otherwise required by applicable law; provided that AiRISTA will continue to protect all Protected Personal Data so retained in accordance with this Agreement.

1.6 In the event that the scope of Protected Personal Data to be processed by AiRISTA changes pursuant to this Agreement (including any Order or SOW), the parties will negotiate in good faith to execute any additional privacy and data protection terms necessary under Applicable Data Protection Laws (including, to the extent applicable, under the General Data Protection Regulation (EU) 2016/679 and related guidance from applicable data protection authorities (the **“GDPR”**) prior to any such processing.