MSA / DPA excerpts (draft, not executed)

Status: Near-signature draft circulated 2026-10-10 **Parties:** Harborline Health, Inc. and NovaBridge, Inc. **Product:** NovaBridge Relay

These are shortened fictional clauses. They are not legal advice.

Data processing

NovaBridge acts as processor for **employee support data** Harborline submits to Relay (ticket content, knowledge articles, account identifiers). The draft DPA description of data does **not** list member communications, patient information, or EHR extracts.

Deletion

Upon termination, NovaBridge shall delete Customer Data within a **commercially reasonable period**, not to exceed **one hundred eighty (180) days**, except for data retained as required by law or contained in encrypted backups cycling off within that window.

Compare this clause to questionnaire Q-05 (30 days).

Security

NovaBridge shall maintain safeguards described in Exhibit B (which points at "the current SOC 2 report and NovaBridge's security whitepaper"). The draft does **not** require delivery of a penetration-test report on a named cadence.

Audit rights

Customer may request a security audit **once per twelve (12) months**, with **thirty (30) days'** written notice. For systems NovaBridge designates sensitive, the audit shall be performed by an auditor **reasonably acceptable to NovaBridge**. Direct customer access to production hosts is not granted.

Subprocessors

NovaBridge may engage subprocessors. NovaBridge shall provide notice at least **ten (10) days** before a new subprocessor processes Customer Data. Customer may object on reasonable data-protection grounds. Objection does not automatically stay processing. Consent is not required.

Incident notice

NovaBridge shall notify Customer without undue delay, and in any event within **seventy-two (72) hours** after confirming a Security Incident affecting Customer Data.

Liability

Direct damages related to confidentiality or security are capped at **fees paid in the twelve (12) months** before the claim. The draft does not include unlimited liability for data-protection breach. Insurance exhibit (cyber) is listed as "to be attached" and is **not in this packet**.

AI optional module

NovaBrief, if enabled by Customer, is described as a feature of Relay. The draft does not name a separate inference subprocessor. Training-use language is "as described in the Privacy Notice then in effect," not as a fixed DPA prohibition.