

DATA PROCESSING ADDENDUM

Last Updated: August 14, 2023

This Data Processing Addendum (this “**DPA**”) forms part of the Terms and Conditions for LabSVIFT Web Service (“**Agreement**”) between PHC Corporation of North America (“**Company**”) and Customer and reflects the parties’ agreement with regard to the Processing of Personal Data (as each term is defined below). Any capitalized terms not otherwise defined herein shall have their meanings as set forth in the Agreement.

1. DEFINITIONS

- 1.1. “**Customer Personal Data**” means any Personal Data Processed by Company, or any Company Subprocessor, on behalf of Customer as part of providing the Service.
- 1.2. “**Controller**” means the entity that determines the purposes and means of the Processing of Personal Data.
- 1.3. “**Data Protection Laws**” mean any applicable laws governing the Processing of Personal Data, including (but not limited to) the California Consumer Privacy Act, as amended and together with implementing regulations (“**CCPA**”), and any other similar federal, state, or provincial laws or regulations.
- 1.4. “**Data Subject**” means a natural person who is the subject of the Personal Data being Processed.
- 1.5. “**Personal Data**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. This definition includes “Personal Data,” “Personal Information,” or “Personally Identifiable Information,” as defined by any applicable Data Protection Laws.
- 1.6. “**Processor**” means the entity which Processes Personal Data on behalf of the Controller.
- 1.7. “**Process,**” “**Processes,**” or “**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means.
- 1.8. “**Security Breach**” means any unauthorized disclosure, access, or acquisition of Customer Personal Data that compromises the security, confidentiality, or integrity of such data.
- 1.9. “**Subprocessor**” means any third party (including any Company affiliate) that is appointed by Company to Process Personal Data on behalf of Customer.

2. PROCESSING OF PERSONAL DATA

2.1. The parties acknowledge and agree that with regard to the Processing of Customer Personal Data, Customer is the Controller and Company is the Processor as further specified in the Details of the Processing (Schedule 1) and that Company will engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below.

2.2. Customer shall, in its use of the Service, at all times be in compliance with all Data Protection Laws. Customer hereby represents and warrants that it has any and all consents, authorizations, rights, and authority necessary to transfer or disclose, and permit Company to Process, any and all Customer Personal Data in connection with the Agreement. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3. Company shall treat Personal Data as confidential information and shall only process Personal Data on behalf of and in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Company’s users in their use of the Service; and (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.

2.4. The subject-matter of Processing of Personal Data by Company is the performance of the Service pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

3. RIGHTS OF DATA SUBJECTS. Company shall, to the extent legally permitted, notify Customer without undue delay if Company receives a request from a Data Subject to exercise the Data Subject’s right under the Data Protection Laws (“**Data Subject Request**”), which may include right of access, right to correct, right to delete, data portability, object to the Processing, right not to be subject to an automated individual decision making, opt-out right or right of non-discrimination. Taking into account the nature of the Processing, Company shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer’s obligation to respond to a Data Subject Request.

4. COMPANY PERSONNEL. Company shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data and are subject to obligations of confidentiality with respect to such data. Company shall ensure that access to Personal Data is limited to those personnel performing Services in accordance with the Agreement and obligations under this DPA.

5. SUB-PROCESSORS. Customer acknowledges and agrees that (a) Company’s affiliates and related entities (collectively, “**Affiliates**”) may be retained as Sub-processors; and (b) Company and

Company's Affiliates, respectively, may engage third-party Sub-processors in connection with the provision of the Service. Company and Company's Affiliates can engage another processor based on this DPA. Both Company and its Affiliates have in the past engaged and continue to engage multiple Sub-processors. Company or a Company Affiliate have entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Customer Personal Data to the extent applicable to the nature of the services provided by such Sub-processor. Company shall be liable for the acts and omissions of its Sub-processors to the same extent Company would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY. Customer and Company shall each maintain appropriate technical and organizational measures for protection of the security, confidentiality, and integrity of Customer Personal Data. Company will not materially decrease the overall security of the Service during a Contract Period. Company shall notify Customer without undue delay after becoming aware of a Security Incident. Company shall make reasonable efforts to identify the cause of the Security Incident and take those steps as Company deems necessary and reasonable in order to remediate the cause of the Security Incident to the extent the remediation is within Company's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or its Authorized Users. Company will not contact any data subject directly, unless Customer is unable to do so itself, requests Company's assistance in notifying the data subject, and Company has the reasonable means to make a notification on Customer's behalf.

7. RETURN AND DELETION OF CUSTOMER PERSONAL DATA. Upon termination of the Agreement, Company shall return Customer Personal Data to Customer or delete Customer Personal Data without undue delay to the extent allowed by applicable law.

8. CCPA SPECIFIC PROVISIONS. This section applies solely to the Processing of Customer Personal Data that is "personal information" for the purposes of the CCPA. For the purposes of this section, "business", "business purpose", "collects", "consumer", "person", "personal information", "processing", "sell", "service provider" and "share" have their respective meanings as set forth in the CCPA. Customer is a business, and Company is processing personal information pursuant to the Agreement as a service provider of Customer for the purposes of providing Customer the Service, as described in the Documentation and in the Agreement. The personal information is disclosed by Customer to Company for these limited and specific purposes.

- 8.1. Company will comply with all applicable obligations under the CCPA, including by providing the same level of privacy protection as required by the CCPA;
- 8.2. Customer may take those reasonable and appropriate steps set forth in the DPA and the Agreement to ensure that Company uses the personal information in a manner consistent with Customer's obligations under the CCPA;
- 8.3. Company will notify Customer if Company makes a determination that Company can no longer meet

its obligations under the CCPA;

- 8.4. Customer may, upon notice, take those reasonable and appropriate steps set forth in the DPA and the Agreement to stop and remediate unauthorized use of personal information;
- 8.5. Company will not sell or share any personal information;
- 8.6. Company will not retain, use, or disclose any personal information for any purpose, including any commercial purpose, other than the business purposes, except as permitted by the CCPA;
- 8.7. Company will not retain, use, or disclose personal information outside of the direct business relationship between Company and Customer, except as permitted by the CCPA;
- 8.8. Company will not combine any personal information in the Customer Personal Data with personal information that it receives from, or on behalf of, another person or business, or that Company collects from its own interactions with the consumer outside of the business purposes and the direct business relationship between Company and Customer, except as permitted by the CCPA;
- 8.9. Customer may monitor Company's compliance with this section in accordance with the audit terms set forth in the DPA and the Agreement; and
- 8.10. Company will comply with any consumer requests it receives from Customer and will notify Customer of any consumer requests pursuant to the terms of the DPA.

9. **AUDITS.** To the extent required under the Data Protection Laws, Company shall make available to Customer all information reasonably necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer, to the extent commercially reasonable. The costs of the audit provided for in this section shall be borne by Customer.

SCHEDULE 1 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

Company will Process Personal Data as necessary to (i) manage the Service; and (ii) perform the Service pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Service.

Duration of Processing

Except as otherwise provided for in the DPA or Agreement, Company will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects

Customer may submit Personal Data to the Service, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Contact persons of Customer
- Employees, agents, officers (who are natural persons) authorized by Customer to use the Service as Authorized Users

Type of Personal Data

Customer may submit Personal Data to the Service, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Contact information (company, email, phone, physical business address)
- Employee ID data
- System user ID
- Logs on the use of the Service