

vcita Inc.

DATA PROCESSING AGREEMENT

This Data Processing Addendum ("**DPA**") forms part of the commercial agreement (the "**Agreement**") which was executed by vcita Inc. or vcita Systems Ltd., as applicable ("**vcita**") and/or its Affiliates and the person or entity whose details are indicated in the applicable online registration form or the Agreement ("**Customer**") to reflect the parties' agreement on the Processing of Personal Data.

All capitalized terms not defined herein will have the meaning set forth in the Agreement, or under the applicable Privacy Laws and Regulations. All terms under the Agreement apply to this DPA, except that the terms of this DPA shall supersede any conflicting terms under the Agreement. In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

In the course of providing the service to Customer pursuant to the Agreement (the "**Service**"), vcita may Process Personal Data on behalf of Customer subject to the terms of this DPA.

1. DEFINITIONS

- 1.1. "**Affiliate**" means any legal entity directly or indirectly controlling, controlled by or under common control with a party to the Agreement, where "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. "**Data Subject**" means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Data Subject includes Consumer as such term is defined under the CCPA.
- 1.3. "**vcita Information Security Documentation**" means the information security documentation applicable to the specific Service purchased by Customer, as updated by vcita from time to time, and made available by vcita upon request.
- 1.4. "**Individual**" means a natural person to whom Personal Information relates, also referred to as "Data Subject" under the GDPR or "Consumer" under the CCPA.
- 1.5. "**Personal Data**" means information relating to a Data Subject. Personal Data includes Personal Data as such term is defined under the CCPA.
- 1.6. "**Personnel**" means persons authorized by vcita to Process Customer's Personal Data.
- 1.7. "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- 1.8. "**Privacy Laws and Regulations**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("**GDPR**") and California Consumer Privacy Act of 2018 Cal. Civil Code § 1798.100 et seq. ("**CCPA**").
- 1.9. "**Process**" or "**Processing**" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, blocking, erasure or destruction.
- 1.10. "**Standard Contractual Clauses**" or "**SCCs**" means for purposes of Article 46 of the GDPR for the transfer of Personal Data to third countries which do not ensure an adequate level of data protection, the Standard Contractual Clauses pursuant to EU Commission Decision C(2021)3972, and the relevant module therein as provided in https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale, as may be amended from time to time and which is attached and incorporated by reference to this DPA.

2. DATA PROCESSING

- 2.1. **Scope and Roles.** This DPA applies when Personal Data is Processed by vcita as part of vcita's provision of the Service, as further specified in the Agreement. In this context, to the extent that provisions under the GDPR or the CCPA apply to Personal Data that vcita processes for Customer under the Agreement, Customer is the Data Controller or Business, respectively, and vcita and/or its Affiliates is the Data Processor (or Sub-Processor if Customer is a Processor) or Service Provider, respectively.
- 2.2. **Subject Matter, Duration, Nature and Purpose of Processing and Transfer (to the extent Personal Data is transferred by vcita).** vcita processes and transfers (to the extent applicable) Customer's Personal Data and the specific Personal Data and Data Subjects' categories as part of

and for the purpose of providing Customer with the Service, pursuant to the specifications and for the duration under the terms of the Agreement and this DPA.

- 2.3. **Instructions for vcita's Processing of Personal Data.** vcita will only Process Personal Data on behalf of and in accordance with Customer's instructions. Customer instructs vcita to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement, including, without limitation to provide, operate, control, supervise and safeguard the Service – all integral parts of the provision of the Service to Customer; (ii) Processing to comply with other reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement and comply with applicable requirements under Privacy Laws and Regulations; and (iii) in particular, transfer Customer Personal Data to any country or territory, all as reasonably necessary for the provision of the Service and consistent with the provisions of this Section 2.3 and the Agreement, and in accordance with applicable requirements under the applicable Privacy Laws and Regulations. Processing outside the scope of this DPA (if any) will require prior written agreement between vcita and Customer on additional instructions for processing, including agreement on any additional fees Customer will pay to vcita for carrying out such instructions.
- 2.4. As required under applicable Privacy Laws and Regulations, vcita will inform Customer immediately, if in vcita's opinion an instruction violates any provision under such applicable Privacy Laws and Regulations and will be under no obligation to follow such instruction, until the matter is resolved in good-faith between the parties.
- 2.5. vcita will not (1) Sell Personal Data, or (2) retain, use or disclose Personal Data (i) for any purpose other than for the specific purpose of performing the Service, or (ii) outside of the direct business relationship between Customer and vcita, except as permitted under the applicable Privacy Laws and Regulations. vcita acknowledges and will comply with the restrictions set forth in this Section 2.5.
- 2.6. The parties acknowledge and agree that the Personal Data that Customer discloses to vcita is provided to vcita for a Business Purpose, and Customer does not Sell Personal Data to vcita in connection with the Agreement.
- 2.7. Customer warrants and represents that it is and will remain duly and effectively authorized to give the instruction set out in Section 2.3 and any additional instructions as provided pursuant to the Agreement and/or in connection with the performance thereof, on behalf of itself and each relevant Customer Affiliate, at all relevant times and at least for as long as the Agreement is in effect and for any additional period during which vcita and/or its Affiliates are lawfully processing the Customer Personal Data.
- 2.8. Customer undertakes to provide all necessary notices to Data Subjects and receive all necessary permissions and consents, or otherwise secure the required lawful ground of Processing, as necessary for vcita to process Personal Data on Customer's behalf under the terms of the Agreement and this DPA, pursuant to the applicable Privacy Laws and Regulations.
- 2.9. To the extent required under the applicable Privacy Laws and Regulations, Customer will appropriately document the Data Subjects' notices and consents, or necessary assessment with other applicable lawful grounds of Processing.
- 2.10. Customer may only provide vcita and/or its Affiliates, or otherwise have vcita (or anyone on its behalf) Process, such Customer data types and parameters which are explicitly permitted under Customer's Privacy Policy (the "**Permitted Controller Personal Data**"). Solely Customer (and not vcita and/or its Affiliates) shall be liable for any data which is provided or otherwise made available to vcita or anyone on its behalf in excess of the Permitted Controller Personal Data ("**Excess Data**"). vcita's obligations as Processor under the Agreement or this DPA shall not apply to any such Excess Data.

3. **ASSITANCE**

- 3.1. Taking into account the nature of the Processing, vcita will assist Customer by appropriate technical and organizational measures, insofar as this is possible, to fulfil Customer's obligation to respond to requests for exercising Data Subjects' rights, as required under applicable Privacy Laws and Regulations. vcita will further assist Customer in ensuring compliance with Customer's obligations in connection with the security of Processing, notification of a Personal Data Breach to supervisory authorities and affected Data Subjects, Customer's data protection impact assessments and Customer's prior consultation with supervisory authorities, in relation to vcita's Processing of Personal Data under this DPA. Except for negligible costs, Customer will reimburse vcita with costs and expenses incurred by vcita in connection with the provision of assistance Customer under this DPA.
- 3.2. **Requests.** vcita will, to the extent legally permitted, promptly notify Customer if vcita receives a request from a Data Subject, who's Personal Data is included in Customer's Personal Data, or a request by the Data Subject's legal guardians, to exercise the right to access, correct, amend, or delete Personal Data related to the Data Subject, or to exercise such other personal right that the Data Subject is entitled to pursuant the applicable requirements under the Privacy Laws and Regulations.

4. VCITA PERSONNEL

- 4.1. **Limitation of Access.** vcita will ensure that vcita's access to Personal Data is limited only to Personnel who require such access to perform the Agreement.
- 4.2. **Confidentiality.** vcita will impose appropriate contractual obligations upon its Personnel engaged in the Processing of Personal Data, including relevant obligations regarding confidentiality, data protection, and data security. vcita will ensure that such Personnel are informed of the confidential nature of the Personal Data, have received appropriate training in their responsibilities, and have executed written confidentiality agreements. vcita will ensure that such confidentiality agreements survive the termination of the employment or engagement of its Personnel.

5. SUB-PROCESSORS

- 5.1. vcita may engage third-party service providers to process Personal Data on behalf of Customer ("**Sub-Processors**"). Customer hereby authorizes vcita to engage its Sub-Processors. A list of vcita's Sub-Processes is provided to Customer upon request. All Sub-Processors have entered into written agreements with vcita that bind them by substantially the same material obligations under this DPA.
- 5.2. vcita may engage with a new Sub-Processor ("**New Sub-Processor**") to Process Customer Personal Data on Customer's behalf. Customer may object to the Processing of Customer's Personal Data by the New Sub-Processor, for reasonable and explained grounds, within five (5) business days following vcita's written notice to Customer of the intended engagement with the New Sub-Processor. If Customer timely sends vcita a written objection notice, the parties will make a good-faith effort to resolve Customer's objection. In the absence of a resolution, vcita will make commercially reasonable efforts to provide Customer with the same level of Service, without using the New Processor to Process Customer's Personal Data. Where vcita notifies Customer of its intention to continue to use the New Sub-Processor in these circumstances, Customer may, by providing written notice to vcita, terminate the Agreement immediately.
- 5.3. vcita will be liable for the acts and omissions related to the Processing of Personal Data by its Other Processors to the same extent that vcita would be liable if performing the Service of each Other Processor, under the terms of the Agreement.

6. ONWARD AND TRANS-BORDER TRANSFER

- 6.1. Transfer of Personal Data related to Data Subjects within the EU to a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection ("**Third Country**"), by vcita will be made for Personal Data related to Data Subjects within the EU in accordance the SCCs or, as required, in accordance with any successor thereof or an alternative lawful data transfer mechanism. If data transfers under this Section 6.1 including, if applicable or required, to vcita Affiliates and/or Sub-Processors rely on the SCCs to enable the lawful transfer of Personal Data related to Data Subjects within the EU, as set forth in the preceding sentence, the parties hereby agree that Data Subjects for whom vcita Processes Personal Data related to Data Subjects within the EU are third-party beneficiaries under the SCCs. If vcita is unable or becomes unable to comply with these requirements, Personal Data related to Data Subjects within the EU will be Processed and used exclusively within the territory of a Member State of the European Union and any transfer of Personal Data related to Data Subjects within the EU to a non-EU country will require the prior written consent of Customer with respect to such Personal Data. vcita shall promptly notify Customer of any inability by vcita to comply with the provisions of this Section 6. For the purpose of the SCCs vcita shall be considered as data importer and Customer shall be considered as data exporter. To the extent relevant and required the parties shall identify the competent supervisory authority/ies in accordance with Clause 13 of the SCC.
- 6.2. In accordance with Article 46 of the GDPR and the SCCs, and without prejudice to any provisions of this DPA, vcita undertakes the following additional safeguards to secure Personal Data transferred on the basis of the SCCs to Third Countries:
 - 6.2.1. vcita will implement and maintain the technical and organizational measures, such as encryption, access controls, or similar technologies, as applicable, with a purpose to protect Customer Personal Data against any processing for national security or other government purposes that goes beyond what is necessary and proportionate in a democratic society, considering the type of processing activities under the Agreement and relevant circumstances. The vcita technical and organizational measures will be made available upon request;
 - 6.2.2. For the purposes of safeguarding Customer Personal Data when any government or regulatory authority requests access to such data, and unless required by a valid court order or if otherwise vcita may face criminal charges for failing to comply with orders or demands to disclose or otherwise provide access to Customer Personal Data, or where the access is requested to prevent imminent threat to lives, vcita will:
 - 6.2.2.1. not purposefully create back doors or similar programming that could be used to access Customer Personal Data;

6.2.2.2. not provide the source code or encryption keys to any government agency for the purpose of accessing Customer Personal Data; and

6.2.2.3. upon Customer's written request, provide reasonable available information about the requests of access to Personal Data by government agencies vcita has received in the 6 months preceding to Customer's request.

6.2.3. If vcita receives a request by a government agency to access Customer Personal Data, vcita will notify Customer of such request to enable the Customer to take necessary actions, to communicate directly with the relevant authority and to respond to the request. If vcita is prohibited by law to notify the Customer of such request, vcita will make reasonable efforts to challenge such prohibition through judicial action or other means at Customer's expense and, to the extent possible, will provide only the minimum amount of information necessary.

7. **INFORMATION SECURITY**

vcita will maintain administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Customer's Personal Data pursuant to the vcita Information Security Documentation. vcita regularly monitors compliance with these safeguards. vcita will not materially decrease the overall security of the Service during the term of the Agreement. Further information about vcita's technical and organizational measures and its Information Security Documentations will be made available upon request.

8. **AUDIT AND DEMONSTRATION OF COMPLIANCE**

vcita will allow for and contribute to data audits, including inspections, conducted by Customer or another auditor mandated by Customer, in relation to vcita's obligations under this DPA. vcita may satisfy the audit obligation under this section by providing Customer with attestations, certifications and summaries of audit reports conducted by accredited third party auditors. Other audits by Customer are subject to the following terms: (i) the audit will be pre-scheduled in writing with vcita, at least forty-five (45) days in advance and will be performed not more than once a year (unless the audit is required by a Supervisory Authority); (ii) a third-party auditor will execute a non-disclosure and non-competition undertaking toward vcita; (iii) the auditor will not have access to non-Customer data; (iv) Customer will make sure that the audit will not interfere with or damage vcita's business activities and information and network systems; (v) Customer will bear all costs and expenses related to the audit; (vi) the auditor will first deliver a draft report to vcita and allow vcita reasonable time and no less than ten (10) business days, to review and respond to the auditor's findings, before submitting the report to the Customer; (vii) Customer will receive only the auditor's report, with vcita's comments, without any vcita 'raw data' materials, will keep the audit results in strict confidentiality and will use it solely for the specific purposes of the audit under this DPA; and (viii) as soon as the purpose of the audit is completed, Customer will permanently and completely dispose of all copies of the audit report.

9. **SECURITY BREACH MANAGEMENT AND NOTIFICATION**

9.1. vcita maintains security incident management and breach notification policies and procedures and will notify Customer without undue delay after becoming aware of a Personal Data Breach related to Customer's Personal Data which vcita, or any of vcita's Sub-Processors, Process. vcita's notice will at least: (a) describe the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (b) communicate the name and contact details of the vcita's Data Protection Team, which will be available to provide any additional available information about the Personal Data Breach; (c) describe the likely consequences of the Personal Data Breach; (d) describe the measures taken or proposed to be taken by vcita to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

9.2. vcita will work diligently, pursuant to its incident management and breach notification policies and procedures to promptly identify and remediate the cause of the Personal Data Breach and will promptly inform Customer accordingly.

10. **DELETION AND RETENTION OF PERSONAL DATA**

10.1. **Data Deletion.** Within reasonable time after the end of the provision of the Service and upon Customer's request, vcita will return Customer's Personal Data to Customer or delete such data, including by de-identifying thereof.

10.2. **Data Retention.** Notwithstanding, Customer acknowledges and agrees that vcita may retain copies of Customer Personal Data as necessary in connection with its routine backup and archiving procedures and to ensure compliance with its legal obligations and its continuing obligations under the applicable law, including to retain data pursuant to legal requirements and to use such data to

protect vcita, its Affiliates, agents, and any person on their behalf in court and administrative proceedings.

11. DISCLOSURE TO COMPETENT AUTHORITIES

vcita may disclose Personal Data if: (a) required by a subpoena or other judicial or administrative order, or if otherwise required by law; or (b) vcita deems the disclosure necessary to protect the safety and rights of any person, or the general public.

12. ANONYMIZED AND AGGREGATED DATA

vcita may process data based on extracts of Personal Data on an aggregated and non-identifiable form for vcita's legitimate business purposes, including for testing, development, controls, and operations of the Service, and may share and retain such data at vcita's discretion, provided that such data cannot reasonably identify an Individual.

13. TERM

This DPA will commence on the same date that the Agreement is made effective and will continue until the Agreement expired or terminated, pursuant to the terms therein.

14. COMPLIANCE

vcita's Data Protection Team is responsible to make ensure the adherence to this DPA and can be reached at: privacy@vcita.com.

15. DISPUTE RESOLUTION

Each Party will create an escalation process and provide a written copy to the other Party within five (5) business days of any dispute arising out of or relating to this DPA. The escalation process will be used to address disputed issues related to the performance of this DPA, including but not limited to technical problems. The Parties agree to communicate regularly about any open issues or process problems that require prompt and accurate resolution as set forth in their respective escalation process documentation. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this DPA, before and as a prior condition for commencing legal proceedings of any kind, first as set forth above in the escalation process and next by negotiation between executives who have authority to settle the controversy and who at a higher level of management than the persons with direct responsibility for administration of this DPA. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within five (5) business days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and the response will include (a) a statement of each Party's position and a summary of arguments supporting that position and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within fifteen (15) business days after delivery of the disputing Party's notice, the executives of both Parties shall meet at a mutually acceptable time and place, including telephonically, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16. MISCELLANEOUS

16.1. Any alteration or modification of this DPA is not valid unless made in writing and executed by duly authorized personnel of both parties.

16.2. Invalidation of one or more of the provisions under this DPA will not affect the remaining provisions. Invalid provisions will be replaced to the extent possible by those valid provisions which achieve essentially the same objectives.

* * *

