EMTELLIGENT™ DATA PROCESSING ADDENDUM
Version 06.06.2024

1. **Introduction**

1.1 **The Agreement:** This Emtelligent™ Data Processing Addendum (this "**DPA**") is part of each written agreement between Emtelligent and Customer that expressly incorporates this DPA (the "**Agreement**").

1.2 **Definitions:** In this DPA, the following terms have the following meanings and other capitalized terms have the meanings specified elsewhere in this DPA or in the Agreement (if the terms are not defined in this DPA):

(a) "**Controller**" means a person that, either alone or with another person, determines the purposes and means of Processing Personal Data, and includes a "business" or other similar term as defined under Data Protection Laws.

(b) "**Data Incident**" means any unauthorized destruction, loss, alteration, disclosure, use, or acquisition of, or access to, Personal Data while it is being Processed, and any other event that may require a Controller to provide notice to Data Subjects or regulatory authorities under applicable Data Protection Laws.

(c) "**Data Protection Laws**" means all federal, state, provincial, or international laws relating to data protection, privacy, data security, electronic communications, or Data Incidents that are then in effect and applicable to a Party or Personal Data Processed under the Agreement. Data Protection Laws may include Cal. Civ. Code §§ 1798.80 et seq., 1798.100 et seq. and 11 CCR § 999.300 et seq. ("**CCPA**").

(d) "**Data Subject**" means any natural person to whom, or household to which, Personal Data relates.

(e) "**Personal Data**" means any data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject, including all information defined as "personal information" or similar terms in applicable Data Protection Laws.

(f) "**Processor**" means a person, to the extent the person Processes Personal Data on behalf of a Controller, including persons defined as "service providers" or similar terms in applicable Data Protection Laws.

1.3 **Interpretation:** For greater certainty, the rules of interpretation (e.g., "including" means including without limitation or restriction) expressly set out in the Agreement apply to this DPA.

1.4 **Priority of Documents:** If there is any conflict or inconsistency between this DPA and the other provisions of the Agreement, then this DPA will take priority and govern except for provisions that the Agreement expressly specifies take priority over this DPA. If the Parties have entered into a Business Associate Agreement (a "**BAA**"), then the BAA will take priority and govern to the extent this DPA conflicts with the BAA.

2. **Application:** This DPA applies solely to Personal Data that is being Processed by Emtelligent on behalf of Customer. This DPA will not apply if and to the extent Personal Data qualifies as "Protected Health Information" ("PHI") under the *Health Insurance Portability and Accountability Act of 1996*.

3. **Legal Compliance:** Emtelligent will comply with all Data Protection Laws to the extent applicable to Emtelligent's Processing of Personal Data. Without limiting any other provision of the Agreement (including this DPA), and for greater certainty, Customer is solely responsible and liable for obtaining all consents, providing all notices, and otherwise ensuring that Customer has all necessary rights to transfer Personal Data to Emtelligent for Processing under the Agreement (including this DPA). Customer will ensure that all of Customer's authorizations and instructions to Emtelligent under the Agreement (including this DPA) comply with all applicable laws, including Data Protection Laws.

4. **Controller/Processor:** The Parties intend for Customer to act as the Controller, and Emtelligent to act as the Processor, with respect to the Personal Data Processed by Emtelligent for Customer under the Agreement (including this DPA).

5. **Processing Purpose/Limitation:** Customer authorizes and instructs Emtelligent to Process Personal Data: (a) as necessary to perform Emtelligent's obligations under the Agreement, subject to the restrictions and requirements set out in the Agreement (including this DPA) and applicable Documentation; (b) for Emtelligent's "business purposes" (as defined in CCPA); and (c) as otherwise expressly agreed in

writing (including other provisions of the Agreement) by the Parties. Emtelligent will not: (i) sell (as defined in applicable Data Protection Laws) or share (as defined in CCPA, if applicable) any Personal Data; or (ii) retain, use, or disclose any Personal Data for commercial purposes or any purpose other than the direct business relationship between the Parties, or for the purpose of providing services to another person except: (1) as necessary to fulfill Customer's authorized business purposes as contemplated by the Agreement; or (2) as otherwise required by applicable law, provided Emtelligent notifies Customer of the legal requirement before performing the Processing (unless applicable law prohibits giving notice).

6. **Deidentified Data and Anonymized Data:** If Customer provides Emtelligent with data designated by Customer as "deidentified" data, or instructs or permits Emtelligent to deidentify Personal Data, then Emtelligent will not attempt to reidentify the data except to verify that the data cannot be associated with an individual. If Emtelligent deidentifies Personal Data, then Emtelligent will take reasonable measures to ensure that the deidentified data cannot be associated with an identifiable individual.

7. **Authorized Persons:** Emtelligent will ensure that persons authorized by Emtelligent to Process Personal Data, including all approved Subprocessors (defined in section 8), are under an appropriate contractual or statutory obligation of confidentiality with respect to the Personal Data.

8. **Subprocessors:** Except as otherwise expressly set out in the Agreement, Emtelligent may appoint additional Processors to Process Personal Data on Emtelligent's behalf or to perform Emtelligent's obligations under the Agreement (each a "**Subprocessor**"). Emtelligent will notify Customer of any new or modified Subprocessors if required under the Agreement or on written request by Customer. Customer may object to the engagement of any Subprocessor for reasonable cause if and to the extent applicable Data Protection Laws grant Customer the right to do so. Emtelligent will enter into agreements with Subprocessors that are consistent with Emtelligent's obligations under this DPA. Where required by law, Emtelligent accepts liability for, and will remain liable to Customer with respect to, Subprocessors' Processing of Personal Data.

9. **Termination:** On written request by Customer, Emtelligent will cease Processing Personal Data on expiration or termination of the Agreement, except that Emtelligent may retain Personal Data: (a) for as long as the Personal Data is stored in a computerized archival or backup system or business continuity or disaster recovery system that is protected by commercially reasonable security measures; (b) if and to the extent required to comply with applicable laws (including Data Protection Laws); and (c) as otherwise expressly agreed in writing by the Parties. Emtelligent's obligations under this DPA will survive any expiration or termination of the Agreement or this DPA for as long as Emtelligent Processes Personal Data on behalf of Customer. Subject to section 6, Emtelligent in its discretion may anonymize Personal Data to fulfill Emtelligent's obligations under this section 9.

10. **Security:** Emtelligent will implement and maintain commercially reasonable technical, organizational, and physical security measures designed to protect Personal Data from unauthorized Processing while the Personal Data is being Processed by Emtelligent.

11. **Data Incidents:** Emtelligent will notify Customer without undue delay if Emtelligent becomes aware of or reasonably suspects a Data Incident that has affected Personal Information while it is being Processed by Emtelligent, and will provide Customer with all information reasonably available to Emtelligent regarding the scope, nature, and effect of the Data Incident and affected Data Subjects, and Emtelligent will provide Customer with updates or further information on Customer's reasonable written request and as necessary to fulfill the Parties' obligations under Data Protection Laws.

12. **Data Subject Rights:** On written request by Customer, Emtelligent will cooperate as reasonably necessary, including by using appropriate technical and organizational means, to assist Customer to fulfil Customer's obligations under applicable Data Protection Laws in relation to a Rights Request or in connection with any response to requests by Data Subjects or supervisory authorities. Emtelligent will have no obligation under this section 12 if and to the extent Customer is reasonably able to fulfil Customer's legal obligations without Emtelligent's assistance.

13. **International Transfers:** Customer authorizes Emtelligent to Process Personal Data in Canada and the United States of America. If and to the extent Customer authorizes Emtelligent to Process Personal Data outside of those jurisdictions, then Emtelligent will ensure that Personal Data remains adequately protected in relation to the transfer to other authorized jurisdictions to the extent required by applicable Data Protection Laws. On reasonable written request by Customer, the Parties will negotiate in good faith any further agreements or supplemental measures required under applicable Data Protection Laws in relation to the international transfer of Personal Data.

14. **Assistance:** On reasonable written request by Customer, Emtelligent will reasonably assist Customer with data protection impact assessments and prior consultations with supervisory authorities that may be required under applicable Data Protection Laws in relation to Emtelligent's Processing of Personal Data under the Agreement (including this DPA).

15. **Compliance Information:** Throughout the term of the Agreement, Emtelligent will keep records that are sufficient to demonstrate Emtelligent's compliance with applicable Data Protection Laws with respect to Emtelligent's Processing of Personal Data under the Agreement (including this DPA).

16. **Audits:** Not more than once every twelve (12) months during the term of the Agreement (except in the event of a Data Incident or a request by a component regulatory authority), Emtelligent will permit Customer to conduct an assessment of Emtelligent's compliance with this DPA, provided that Emtelligent may fulfil this obligation by: (a) making available to Customer Emtelligent's then-current independent third-party certifications or audit reports, subject to appropriate redactions and confidentiality obligations; (b) answering Customer's reasonable written questionnaires; and (c) providing Customer with other relevant documentation reasonably demonstrating compliance. If and to the extent the foregoing measures are insufficient to demonstrate Emtelligent's compliance with this DPA, or where further reviews or audits are required by Data Protection Laws, the Parties will negotiate in good faith regarding the scope and nature of the additional reviews and audits, provided that the reviews and audits: (1) will be limited to the extent necessary for Emtelligent to demonstrate compliance with this DPA or to comply with Data Protection Laws or requests of the competent supervisory authority; (2) may be limited, in Emtelligent's discretion, to the extent necessary to avoid disclosure of third-party confidential information; (3) will be subject to any relevant requirements or limitations of Emtelligent's authorized Subprocessors and the terms and conditions of applicable Service Provider Agreements (which control to the extent of conflict with this DPA); and (4) will be conducted on no less than two weeks' prior notice, in good faith, with minimal disruption to Emtelligent's business and operations, and during Emtelligent's normal business hours.

17. **Non-Compliance Notice:** Emtelligent will inform Customer if Emtelligent determines, in Emtelligent's reasonable discretion, that an authorization or instruction by Customer violates Data Protection Laws. If Emtelligent or any Subprocessor or other third party to whom Emtelligent discloses Personal Data is unable to comply with applicable Data Protection Laws, Emtelligent will promptly notify Customer and either: (a) promptly take all steps necessary to comply with all applicable Data Protection Laws, or (b) cease Processing Personal Data to the extent not compliant with applicable Data Protection Laws.

18. **Changes:** Emtelligent in its discretion may amend this DPA from time to time if and to the extent reasonably necessary to comply with applicable Data Protection Laws.
