GDPR DATA PROCESSING ADDENDUM

This Data Processing Addendum ("Addendum") between and Data Innovations LLC ("DI" including its subsidiary companies), and you, an identified customer of DI ("Customer"), (Customer and DI are jointly referred to herein as the "Parties") reflects the Parties' agreement with regard to the processing of Personal Data by DI and applies to all agreements between the Parties, whether oral or written, pursuant to which DI provides professional services and/or maintenance and support services to Customer (the "Underlying Agreements"). The terms used in this Addendum shall have the meanings set forth herein. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Underlying Agreements. Except as modified below, the terms of the Underlying Agreements shall remain in full force and effect. In case of a conflict between provisions of this Addendum with provisions in the Underlying Agreements, the provisions of this Addendum shall prevail.

1) Definitions

a) "Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

b) "Data Processor" means the entity which Processes Protected Data on behalf of the Controller.

c) "Data Protection Laws" means all laws and regulations applicable to the Processing of Personal Data under the Underlying Agreements, including laws and regulations of the European Union, the European Economic Area and their member states.

d) "Data Subject" means the identified or identifiable person to whom the Personal Data relates.

e) "GDPR" 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 (General Data Protection Regulation).

f) "Law" means any law, subordinate legislation, bye-law, enforceable right, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the DI is bound to comply.

g) "Personal Data" means any information relating to (i) an identified or identifiable natural person and (ii) an identified or identifiable legal entity (where such information is protected in a similar way as personal data or personally identifiable information under applicable Data Protection Laws).

h) "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.

i) "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

j) "Protected Data" means Personal Data received from or on behalf of the Customer, or otherwise obtained in connection with the performance of DI's obligations under the Underlying Agreements.

2) Processing of Personal Data

a) The parties acknowledge and agree that with regard to the Protected Data, Customer shall be the Data Controller and DI shall be the Data Processor. Customer acknowledges and agrees that it shall obtain any necessary consents from Data Subjects for the processing of the Data Subjects' Protected Data.

b) The subject matter of Processing of Protected Data by DI is the performance of the Services pursuant to the Underlying Agreements. The Processing will end on the termination of the Underlying Agreements. The types of Personal Data and categories of Data Subjects Processed are stipulated in the Underlying Agreements and/or are encountered in connection with the Services DI provides pursuant to the Underlying Agreements.

c) The Parties shall comply with all Data Protection Laws when performing their mutual obligations under the Underlying Agreements.

d) DI shall not Process Protected Data other than on the Customer's instructions unless Processing is required by Data Protection Laws, in which case DI shall, to the extent permitted by Data Protection Laws, Process such data in accordance with the applicable Data Protection Laws.

3) Confidentiality

a) DI shall ensure that its personnel engaged in the Processing of Protected Data are informed of the confidential nature of the Protected Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. DI shall ensure that such confidentiality obligations survive the termination of the engagement by DI of the personnel.

b) DI shall ensure that access to Protected Data is limited to those personnel performing Services in accordance with the terms of the Underlying Agreements.

4) Sub-Processors: DI shall not engage another Data Processor (or any replacement) to carry out any processing activities in respect of the Protected Data without the Customer's prior written consent. Notwithstanding, Customer

hereby agrees DI may provide access to Protected Data to InterSystems Corporation ("InterSystems"), to allow InterSystems to assist with the provision of Maintenance and Support Services, and DI may disclose Protected Data to customary third-party service providers including but not limited to those providing operational support such as DI's customer resource management provider Salesforce.com.

5) **International Data Transfers:** DI shall not transfer any Protected Data to any country outside the European Economic Area without the Customer's prior written consent. Customer hereby consents to DI's transfer of Protected Data to DI's facilities, systems or employees in the United States and/or Canada provided DI has implemented appropriate data transfer policies.

6) **Security:** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, DI shall in relation to the Protected Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. In assessing the appropriate level of security, DI shall, in particular, take account of the risks that are presented by Processing from a Personal Data Breach.

7) **Right of Data Subjects**

   a) DI shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or right not to be subject to automated individual decision making ("Data Subject Request").

   b) Taking into account the nature of the Processing, DI shall assist Customer by appropriate technical and organizational measures, insofar as practicable, to fulfil Customer's obligation to respond to a Data Subject Request under Data Protection Laws.

   c) In addition, to the extent Customer does not have the ability to address a Data Subject Request, in relation to the Protected Data, DI shall upon Customer's request provide commercially reasonable efforts to assist Customer to respond to such Data Subject Request, to the extent DI is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws.

8) **Personal Data Breach**

   a) DI shall notify Customer without undue delay upon DI or any subprocessor becoming aware of a Personal Data Breach affecting Protected Data, providing Customer with sufficient information to allow Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

   b) DI shall co-operate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

9) **Data Protection Impact Assessment and Prior Consultation:** DI shall provide reasonable assistance to Customer with any data protection impact assessments, and assist in consultations with competent data privacy authorities, which Customer reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Protected Data, and taking into account the nature of the Processing and information available to DI.

10) **Compliance Rights:** DI shall make available to Customer on request information necessary to demonstrate compliance with this Addendum and shall respond to requests for information by Customer in relation to the Processing of the Customer Personal Data.

11) **Deletion or Return of Protected Data and Copies:** At the Customer's written request, and in accordance with the Underlying Agreements, DI shall either securely delete or securely return all the Protected Data to Customer in such form as Customer reasonably requests upon (i) the termination of the Underlying Agreements; or (ii) once processing by DI of any Protected Data is no longer required for the purpose of DI's performance of its obligations under the Underlying Agreements (whatever comes earlier), provided DI is not required by Law to retain the Personal Data.

12) **Severance:** Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in such a manner as if the invalid or unenforceable provision was not part of the Addendum.

13) **Waiver, Modification.** This Addendum may only by modified in a writing executed by the Parties. Either Party's failure to insist in any one or more instances upon strict performance by the other Party of any terms of this Addendum shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.