DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") is entered into as of the last date executed below by and between Assistiv Labs, Inc., a Delaware corporation having its principal place of business at 185 NE Snohomish Ave, Unit 481, White Salmon, WA 98672 ("**Assistiv**"), and Customer (defined below).

THIS DPA APPLIES BETWEEN THE PARTIES WHERE CUSTOMER CLICKS A BOX INDICATING ACCEPTANCE, TRANSFERS PERSONAL DATA TO ASSISTIV FOR PROCESSING BY MEANS OF SERVICE, OR OTHERWISE AFFIRMATIVELY INDICATES ACCEPTANCE OF THIS DPA. BY DOING SO, YOU: (A) AGREE TO THIS DPA (INCLUDING FOR CLARITY THE STANDARD CONTRACTUAL CLAUSES) EITHER ON BEHALF OF YOURSELF, OR THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT (EACH, A "**CUSTOMER**"); AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER AND ITS AFFILIATES TO THIS DPA. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS DPA, YOU MAY NOT DIRECTLY OR INDIRECTLY TRANSFER PERSONAL DATA TO ASSISTIV. ASSISTIV RESERVES THE RIGHT TO MODIFY OR UPDATE THE TERMS OF THIS DPA IN ITS DISCRETION, THE EFFECTIVE DATE OF WHICH WILL BE THE EARLIER OF (I) 30 DAYS FROM THE DATE OF SUCH UPDATE OR MODIFICATION AND (II) CUSTOMER'S CONTINUED TRANSFER OF PERSONAL DATA.

This DPA forms part of Assistiv's Master Services Agreement (available at: https://assistivlabs.com/terms) (collectively, the "**Agreement**") between the parties under which Assistiv will provide the Service(s) to Customer which involves the Processing of Personal Data subject to Applicable Data Protection Laws. The purpose of this DPA is to set forth the terms under which Assistiv Processes Personal Data on behalf of Customer.

This DPA consists of the main body and Schedules 1 through 4. Execution of this DPA shall include acceptance of the Standard Contractual Clauses (defined below) and its Annexes (see Schedule 2 below).

1. **Definitions**. Capitalized terms used but not defined in this DPA have the meanings set forth in the Agreement. The terms controller, data subject, processor and supervisory authority have the meanings set forth in the GDPR.

    a. "**Applicable Data Protection Laws**" means the privacy, data protection and data security laws and regulations of any jurisdiction applicable to the Processing of Personal Data under the Agreement, including, without limitation, European Data Protection Laws, UK GDPR and the CCPA.

    b. "**CCPA**" means the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, in each case, as amended from time to time, including the California Privacy Rights Act of 2020, and any regulations promulgated thereunder.

    c. "**EEA**" means the European Economic Area.

    d. "**European Data Protection Laws**" means the GDPR and other data protection laws and regulations of the EEA and European Union, and the Member States in each of the foregoing, to the extent applicable to the Processing of Personal Data under the Agreement.

    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. "**Information Security Incident**" means a confirmed breach of Assistiv's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data in Assistiv's possession, custody or control. Information Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked systems.

    g. "**Personal Data**" means Customer Data that constitutes "personal data," "personal information," or "personally identifiable information" defined in Applicable Data Protection Laws, or information of a similar character regulated thereby, except that Personal Data does not include such information pertaining to Customer's

personnel or representatives who are business contacts of Assistiv, where Assistiv acts as a controller of such information.

h. "**Processing**" or "**Process**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated 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.

i. "**Public Authority**" means a government agency or law enforcement authority, including judicial authorities.

j. "**Security Measures**" are Assistiv's security measures implemented and maintained as administrative, technical and physical safeguards designed to protect the security and integrity of Personal Data and prevent Information Security Incidents, further described in Schedule 2 Annex III hereto and any other measures required by Applicable Data Protection Laws.

k. "**Standard Contractual Clauses**" means Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, currently located here: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.

l. "**Subprocessors**" means third parties that Assistiv engages to Process Personal Data in relation to the Services.

m. "**UK GDPR**" means the UK Data Protection Act 2018 as supplemented by Schedule 21, the Keeling Schedule.

2. **Duration and Scope of DPA**. This DPA will remain in effect so long as Assistiv Processes Personal Data, notwithstanding the expiration or termination of the Agreement. Schedules 1 and 2 to this DPA apply solely to Processing subject to European Data Protection Laws. Schedule 3 to this DPA applies solely to Processing subject to the UK GDPR. Schedule 4 to this DPA applies solely to Processing subject to the CCPA to the extent Customer is a "business" (as defined in CCPA) with respect to such Processing.

3. **Customer Instructions**. Assistiv will Process Personal Data only in accordance with Customer's instructions to Assistiv. This DPA is a complete expression of such instructions, and Customer's additional instructions will be binding on Assistiv only pursuant to an amendment to this DPA signed by both parties. Customer instructs Assistiv to Process Personal Data to provide the Services and as authorized by the Agreement. Assistiv shall inform Customer immediately: (a) if, in its opinion, an instruction from Customer constitutes a breach of any Applicable Data Protection Laws; and/or (b) if Assistiv is unable to follow Customer's instructions for the Processing of Personal Data.

4. **Security**.

   a. Assistiv Security Measures. Assistiv may update the Security Measures from time to time, so long as the updated measures do not materially decrease the overall protection of Personal Data.

   b. Information Security Incidents. Assistiv will notify Customer without undue delay of any Information Security Incident of which Assistiv becomes aware. Such notifications will describe available details of the Information Security Incident, including steps taken to mitigate the potential risks and steps Assistiv recommends the Customer take to address the Information Security Incident. Assistiv's notification of or response to an Information Security Incident will not be construed as Assistiv's acknowledgement of any fault or liability with respect to the Information Security Incident.

   c. Reviews and Audits of Compliance.

      i. Customer may audit Assistiv's compliance with its obligations under this DPA not more than once per year, and on such other occasions as may be required by European Data Protection Laws, including if mandated by Customer's supervisory authority, at Customer's sole cost, on no less than 15 days advanced written notice. Such audit must be conducted at Assistiv's principal place of business, during regular business hours, subject to the agreed Final Audit Plan (defined below) and Assistiv's safety, security or other relevant policies, and may not unreasonably interfere with Assistiv's business activities.

ii. To request an audit, Customer must submit a proposed audit plan to Assistiv at least two weeks in advance of the proposed audit date and any third-party auditor must sign a customary non-disclosure agreement mutually acceptable to the parties (such acceptance not to be unreasonably withheld) providing for the confidential treatment of all information exchanged in connection with the audit and any reports regarding the results or findings thereof. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Assistiv will review the proposed audit plan and provide Customer with any concerns or questions (for example, any request for information that could compromise Assistiv security, privacy, employment or other relevant policies). Assistiv will work cooperatively with Customer to agree on a "**Final Audit Plan**." Nothing in this Section 4(c) shall require Assistiv to breach any duties of confidentiality.

iii. Assistiv will contribute to each audit by providing Customer or Customer's supervisory authority with the information and assistance reasonably necessary to conduct the audit. If a third party is to conduct the audit, Assistiv may object to the auditor if the auditor is, in Assistiv's reasonable opinion, not independent, a competitor of Assistiv, or otherwise manifestly unsuitable. Such objection by Assistiv will require the Customer to appoint another auditor or conduct the audit itself.

iv. Customer will promptly notify Assistiv of any non-compliance discovered during the course of an audit and provide Assistiv any audit reports generated in connection with any audit under this Section 4(c), unless prohibited by European Data Protection Laws or otherwise instructed by a supervisory authority. Customer may use the audit reports only for the purposes of meeting Customer's regulatory audit requirements and/or confirming compliance with the requirements of this DPA.

v. Customer shall reimburse Assistiv for any time expended by Assistiv and any third parties in connection with any audits or inspections under this Section 4(c) at Assistiv's then-current professional services rates, which shall be made available to Customer upon request. For clarity, Customer will be responsible for any fees charged by any auditor appointed by Customer to execute any such audit.

d. Data Protection Impact Assessments (DPIAs). Upon Customer's written request, Assistiv will provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under Applicable Data Protection Laws to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Assistiv.

e. Customer's Responsibilities.

i. Customer Obligations. Without limitation of Customer's obligations under the Agreement, Customer: (a) agrees that Customer is solely responsible for its use of the Services, including (1) making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Personal Data, (2) securing the account authentication credentials, systems and devices Customer uses to access the Services, (3) securing Customer's systems and devices that Assistiv uses to provide the Services, and (4) backing up Personal Data; (b) shall comply with its obligations under Applicable Data Protection Laws; (c) shall ensure (and is solely responsible for ensuring) that its instructions in Section 3 comply with Applicable Data Protection Laws, and that Customer has given all notices to, and has obtained all such consents from, individuals to whom Personal Data pertains and all other parties as required by applicable laws or regulations for Assistiv to Process Personal Data as contemplated by the Agreement; and (d) shall comply with its obligations under Applicable Data Protection Laws.

ii. Prohibited Data. Customer represents and warrants to Assistiv that Customer Data does not and will not, without Assistiv's prior written consent, contain any social security numbers or other government-issued identification numbers, protected health information subject to the Health Insurance Portability and Accountability Act (HIPAA) or other information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; health insurance information; biometric information; passwords for online accounts; credentials to any financial accounts; tax return data; credit reports or consumer reports; any payment card information subject to the Payment Card Industry

Data Security Standard; information subject to the Gramm-Leach-Bliley Act, Fair Credit Reporting Act or the regulations promulgated under either such law; information subject to restrictions under Applicable Data Protection Laws governing Personal Data of children, including, without limitation, all information about children under 16 years of age; or any information that falls within any special categories of data (as defined in GDPR).

5. **Compliance with Laws & Data Subject Rights**.

   a. Compliance with Laws. Each party will comply with all Applicable Data Protection Laws. In particular, Customer will comply with its obligations as controller (or on behalf of controller) and Assistiv will comply with its obligations as processor.

   b. Personal Data Disclosures & Government Requests. Assistiv will not disclose Personal Data to any third party, including any Public Authority, except: (i) as otherwise permitted under the Agreement including this DPA; or (ii) as necessary to comply with Applicable Data Protection Laws including with respect to any valid and/or binding Public Authority court order (e.g., a law enforcement subpoena). If Assistiv receives a binding order from a Public Authority requesting access to or disclosure of Personal Data, Assistiv will notify Customer of the request unless otherwise legally prohibited.

   c. Data Subject Request Assistance. Assistiv will (taking into account the nature of the Processing of Personal Data) provide Customer with assistance reasonably necessary for Customer to perform its obligations under Applicable Data Protection Laws to fulfill requests by data subjects to exercise their rights under Applicable Data Protection Laws ("**Data Subject Requests**") with respect to Personal Data in Assistiv's possession or control. Where permitted under Applicable Data Protection Laws, Customer shall compensate Assistiv for any such assistance at Assistiv's then-current professional services rates, which shall be made available to Customer upon request.

   d. Customer's Responsibility for Requests. Assistiv will not respond to a Data Subject Request itself, except where Customer authorizes Assistiv to redirect the Data Subject Request as necessary to allow Customer to respond directly. If Assistiv receives a Data Subject Request, Assistiv will advise the data subject to submit the request to Customer and Customer will be responsible for responding to the request.

6. **European & UK Data Protection Laws Specific Provisions; Changes in Laws**.

   a. GDPR. Assistiv will Process Personal Data in accordance with GDPR directly applicable to Assistiv's provision of its Services and as provided for in Schedules 1 and 2 hereto.

   b. UK GDPR. Assistiv will Process Personal Data in accordance with UK GDPR directly applicable to Assistiv's provision of its Services and as provided for in Schedule 3 hereto.

   c. Changes in Applicable Data Protection Laws. Assistiv shall use reasonable efforts to make available to Customer a change in the Services, or recommend a commercially reasonable change to Customer's configuration or use of the Services, to facilitate compliance with changes in Applicable Data Protection Laws without unreasonably burdening Customer. If Assistiv is unable to make available necessary changes promptly, Customer may terminate the applicable Order Form(s) and suspend the transfer of Personal Data in respect only to those Services which cannot be provided by Assistiv in accordance with the changes in Applicable Data Laws by providing written notice in accordance with the "Notices" section of the Agreement. Customer shall receive a refund of any prepaid fees for the period following the effective date of termination for such terminated Services.

7. **Subprocessors**.

   a. Consent to Subprocessor Engagement. Customer authorizes the following Subprocessors to Process Personal Data: (i) Assistiv's Affiliates; and (ii) the Subprocessors set forth in Schedule 2 Annex III hereto (also located here: https://assistivlabs.com/subprocessors) as updated by Assistiv from time to time, or such other website address as Assistiv may provide to Customer from time to time) ("**Subprocessor Site**").

b. <u>Requirements for Subprocessor Engagement</u>. When engaging any Subprocessor, Assistiv will enter into a written contract with such Subprocessor containing data protection obligations not less protective than those in this DPA with respect to Personal Data to the extent applicable to the nature of the services provided by such Subprocessor. Assistiv shall be liable for all obligations under the Agreement subcontracted to, the Subprocessor or its actions and omissions related thereto.

c. <u>Subprocessor Changes</u>. When Assistiv engages any new Third Party Subprocessor after the effective date of the Agreement, Assistiv will update the Subprocessor Site (including the name and location of the relevant Subprocessor and the activities it will perform). This Section 7(d) will not apply with respect to GDPR but instead will be replaced by the requirements of the Standard Contractual Clauses set forth in Sections 4(g) and 4(h) of Schedule 1 hereto.

d. <u>Opportunity to Object to Subprocessor Changes</u>. If Customer objects to such engagement in a written notice to Assistiv on reasonable grounds relating to the protection of Personal Data, Customer and Assistiv will work together in good faith to find a mutually acceptable resolution to address such objection. If the parties are unable to reach a mutually acceptable resolution within a reasonable timeframe, Customer may, as its sole and exclusive remedy, terminate the Agreement by providing written notice to Assistiv.

8. **Miscellaneous**. Except as expressly modified by the DPA, the terms of the Agreement remain in full force and effect. In the event of any conflict or inconsistency between this DPA and the other terms of the Agreement, this DPA will govern. Notwithstanding anything in the Agreement or any order form entered in connection therewith to the contrary, the parties acknowledge and agree that Assistiv's access to Personal Data does not constitute part of the consideration exchanged by the parties in respect of the Agreement. Notwithstanding anything to the contrary in the Agreement, any notices required or permitted to be given by Assistiv to Customer under this DPA may be given: (a) in accordance with any notice clause of the Agreement; (b) to Assistiv's primary points of contact with Customer; or (c) to any email provided by Customer for the purpose of providing it with Services-related communications or alerts. Customer is solely responsible for ensuring that such email addresses are valid.

1. **Definitions**. For the purposes of this Schedules 1 and 2, these terms shall be defined as follows:

   a. "**EU C-to-P Transfer Clauses**" means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Two (Controller-to-Processor).

   b. "**EU P-to-P Transfer Clauses**" means Standard Contractual Clauses sections I, II III and IV (as applicable) to the extent they reference Module Three (Processor-to-Processor).

2. **International Transfer Mechanisms**. If, in the performance of the Services, Personal Data that is subject to GDPR, or any other law relating to the protection or privacy of individuals under European Data Protection Laws, is transferred to countries which do not ensure an adequate level of data protection within the meaning of the European Data Protection Laws, the transfer mechanisms listed below shall apply to such transfers and can be directly enforced by the parties to the extent such transfers are subject to the European Data Protection Laws:

   a. The EU C-to-P Transfer Clauses. Where Customer and/or its Affiliate is a Controller and a data exporter of Personal Data and Assistiv is a Processor and data importer in respect of that Personal Data, then the parties shall comply with the EU C-to-P Transfer Clauses, subject to the additional terms in Schedule 1; and/or

   b. The EU P-to-P Transfer Clauses. Where Customer and/or its Affiliate is a Processor acting on behalf of a Controller and a data exporter of Personal Data and Assistiv is a Processor and data importer in respect of that Personal Data, the parties shall comply with the terms of the EU P-to-P Transfer Clauses, subject to the additional terms in Schedule 1.

3. **Roles**. For the purposes of the EU C-to-P Transfer Clauses and the EU P-to-P Transfer Clauses, Customer is the data exporter and Assistiv is the data importer and the parties agree to the following. If and to the extent an Affiliate relies on the EU C-to-P Transfer Clauses or the EU P-to-P Transfer Clauses for the transfer of Personal Data, any references to 'Customer' in this Schedule include such Affiliate. Where this Schedule 1 does not explicitly mention EU C-to-P Transfer Clauses or EU P-to-P Transfer Clauses it applies to both of them.

4. **Standard Contractual Clauses Operative Provisions and Additional Terms**.

   a. Reference to the Standard Contractual Clauses. The relevant provisions contained in the Standard Contractual Clauses are incorporated by reference and are an integral part of this DPA. The information required for the purposes of the Annexes to the Standard Contractual Clauses are set out in Schedule 2.

   b. Docking Clause. The option under clause 7 shall not apply.

   c. Instructions. This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement to Assistiv for the Processing of Personal Data. Any additional or alternate instructions must be consistent with the terms of this DPA and the Agreement. For the purposes of clause 8.1(a), the instructions by Customer to Process Personal Data include onward transfers to a third party located outside the EEA for the purpose of the performance of the Services.

   d. Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in clause 8.5 and 16(d) of the Standard Contractual Clauses shall be provided by Assistiv to Customer only upon Customer's written request.

   e. Security of Processing. For the purposes of clause 8.6(a), Customer is solely responsible for making an independent determination as to whether the technical and organisational measures set forth herein meet Customer's requirements and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by Assistiv provide a level of

security appropriate to the risk with respect to its Personal Data. For the purposes of clause 8.6(c), personal data breaches (i.e., Information Security Incidents) will be handled in accordance with Section 4(b) of this DPA.

f. <u>Audits of the SCCs</u>. The parties agree that the audits described in clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with Section 4(c) of this DPA.

g. <u>General Authorization for Use of Subprocessors</u>. Option 2 under clause 9 shall apply. The data importer has the data exporter's general authorization for the engagement of sub-processor(s) from those set forth in Annex III (see Schedule 2 below). The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors in advance. The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

Where Assistiv enters into the EU P-to-P Transfer Clauses with a Subprocessor in connection with the provision of the Services, Customer hereby grants Assistiv and Assistiv's Affiliates authority to provide a general authorization on Controller's behalf for the engagement of subprocessors by Subprocessors engaged in the provision of the Services, as well as decision making and approval authority for the addition or replacement of any such subprocessors.

h. <u>Notification of New Subprocessors and Objection Right for New Subprocessors</u>. Pursuant to clause 9(a), Customer acknowledges and expressly agrees that Assistiv may engage new Subprocessors as described in Section 4(g) above. Assistiv shall inform Customer of any changes to Subprocessors following the procedure provided for in Section 4(g) above. Customer may object to new Subprocessors as described in Section 7(d) of the DPA above.

i. <u>Complaints - Redress</u>. Assistiv shall inform Customer if it receives a Data Subject Request with respect to Personal Data and shall without undue delay communicate the complaint or dispute to Customer. Assistiv shall not otherwise have any obligation to handle the request (unless otherwise agreed with Customer). The option under clause 11 shall not apply.

j. <u>Liability</u>. Assistiv's liability under clause 12(b) shall be limited to any damage caused by its Processing where Assistiv has not complied with its obligations under the GDPR specifically directed to Processors, or where it has acted outside of or contrary to lawful instructions of Customer, as specified in Article 82 GDPR.

k. <u>Supervision</u>. Clause 13 shall apply as follows:

   i. Where Customer is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by Customer with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.

   ii. Where Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as competent supervisory authority.

   iii. Where Customer is established in the United Kingdom or falls within the territorial scope of application of UK GDPR, the Information Commissioner's Office shall act as competent supervisory authority.

l. <u>Notification of Government Access Requests</u>. For the purposes of clause 15(1)(a), Assistiv shall notify Customer (only) and not the Data Subject(s) in case of government access requests. Customer shall be solely responsible for promptly notifying the Data Subject as necessary.

m. <u>Governing Law</u>. The governing law for the purposes of clause 17 shall be the law that is designated in the section of the Agreement. If the Agreement is not governed by an EU Member State law, the Standard Contractual Clauses will be governed by either: (i) the laws of Ireland; or (ii) where the Agreement is governed by the laws of the United Kingdom, the laws of the United Kingdom.

n. <u>Choice of Forum and Jurisdiction</u>. The courts under clause 18 shall be those designated in the Agreement. If the Agreement does not designate an EU Member State court as having exclusive jurisdiction to resolve any dispute or lawsuit arising out of or in connection with this Agreement, the parties agree that the courts of either: (i) Ireland; or (ii) where the Agreement designates the United Kingdom as having exclusive jurisdiction, the United Kingdom, shall have exclusive jurisdiction to resolve any dispute arising from the Standard Contractual Clauses.

o. <u>Data Exports from the United Kingdom under the Standard Contractual Clauses</u>. In case of any transfers of Personal Data from the United Kingdom subject exclusively to the UK GDRP, except where such Processing is subject to Schedule 3 hereto: (i) general and specific references in the Standard Contractual Clauses to GDPR or EU or Member State Law shall have the same meaning as the equivalent reference in the Applicable Data Protection Laws of the United Kingdom (i.e., UK GDPR); and (ii) any other obligation in the Standard Contractual Clauses determined by the Member State in which the data exporter or Data Subject is established shall refer to an obligation under UK GDPR.

p. <u>Conflict</u>. The Standard Contractual Clauses are subject to this DPA and the additional safeguards set out hereunder. The rights and obligations afforded by the Standard Contractual Clauses will be exercised in accordance with this DPA, unless stated otherwise. In the event of any conflict or inconsistency between the body of this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

5. **Additional Terms for the EU P-P Transfer Clauses**. For the purposes of the EU P-to-P Transfer Clauses (only), the parties agree the following:

a. <u>Instructions and notifications</u>. For the purposes of clause 8.1(a), Customer hereby informs Assistiv that it acts as Processor under the instructions of the relevant Controller in respect of Personal Data. Customer warrants that its Processing instructions as set out in the Agreement and this DPA, including its authorizations to Assistiv for the appointment of Subprocessors in accordance with this DPA, have been authorized by the relevant Controller. Customer shall be solely responsible for forwarding any notifications received from Assistiv to the relevant Controller where appropriate.

b. <u>Security of Processing</u>. For the purposes of clause 8.6(c) and (d), Assistiv shall provide notification of a personal data breach concerning Personal Data Processed by Assistiv to Customer.

c. <u>Documentation and Compliance</u>. For the purposes of clause 8.9, all enquiries from the relevant Controller shall be provided to Assistiv by Customer. If Assistiv receives an enquiry directly from a Controller, it shall forward the enquiry to Customer and Customer shall be solely responsible for responding to any such enquiry from the relevant Controller where appropriate.

d. <u>Data Subject Rights</u>. For the purposes of clause 10 and subject to section 3 of this DPA, Assistiv shall notify Customer about any request it has received directly from a Data Subject without obligation to handle it (unless otherwise agreed) but shall not notify the relevant Controller. Customer shall be solely responsible for cooperating with the relevant Controller in fulfilling the relevant obligations to respond to any such request.

SCHEDULE 2
ANNEX I THROUGH III TO THE STANDARD CONTRACTUAL CLAUSES

This Schedule 2 contains Annex I through III to the Standard Contractual Clauses and and must be completed and signed by each party below where indicated.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): The Customer as defined above
Role (controller/processor): Controller as specified in the DPA

Data importer(s):
1.   Name: Assistiv Labs, Inc.
      Address: 185 NE Snohomish Ave, Unit 481, White Salmon, WA 98672
      Contact person's name, position and contact details: Andrew Hedges, Chief Operating Officer
      Role: Processor (or Subprocessor as the case may be)
      Activities relevant to the data transferred under these Clauses: Processing of Personal Data under the Agreement

B. DESCRIPTION OF THE TRANSFER

The Processing activities carried out by Assistiv under the Agreement may be described as follows:

Categories of data subjects whose personal data is transferred

Customer and its Users

Categories of personal data transferred

Personal Data including Customer Data chosen by controller (i.e., via tests related to websites and information contained therein and associated metadata) and issued to processor via the Service

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None, and if any, solely to the extent controller sends any to processor via the Service

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis).

On a continuous basis at any time during the Term of the Agreement as determined by a controller or on its behalf as permitted under the Agreement

Nature of the processing

Processing of Personal Data as a part of the Service to provide accessibility and compatibility functionality for controller related to websites and applications

Purpose(s) of the data transfer and further processing

For processor to provide the Services to controller as required under the Agreement

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the Term of the Agreement

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

For the Term of the Agreement to provide the Services

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority in accordance with Clause 13 of the Standard Contractual Clauses as identified in Schedule 1 Section 4(k) of this DPA.

ANNEX II
TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Assistiv processes all Personal Data received from Controller under this DPA in conformity with the following technical and organizational measures located here: https://assistivlabs.com/security

LIST OF SUB-PROCESSORS

The controller has authorized the use of the following Subprocessors:
https://assistivlabs.com/subprocessors

SCHEDULE 3
TRANSFER MECHANISMS FOR UK GDPR

A. **Definitions**. For the purposes of this Schedule 3, these terms shall be defined as follows:

    a. "**UK GDPR IDTA**" means the terms of the "International Data Transfer Agreement" (located here: https://ico.org.uk/media/for-organisations/documents/4019538/international-data-transfer-agreement.pdf) and issued pursuant to Section 119A of the Data Protection Act 2018.

    b. "**UK GDPR Addendum"** or **"UK Addendum"** means the terms of the "International Data Transfer Addendum to the European Commission's Standard Contractual Clauses for International Data Transfers" (located here: https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf) and issued pursuant to Section 119A of the Data Protection Act 2018.

B. **International Transfer Mechanisms**. If, in the performance of the Services, Personal Data that is subject to UK GDPR or any other law relating to the protection or privacy of individuals that applies in the United Kingdom is transferred out of the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of the European Data Protection Laws, the UK GDPR IDTA and/or UK Addendum shall apply to such transfers and can be directly enforced by the Parties to the extent such transfers are subject to the UK GDPR.

C. **Appendix Information**. Annex I through III, set forth in Schedule 2 to this DPA, contain Appendix Information for the UK IDTA and UK Addendum and are incorporated therein by reference.

SCHEDULE 4
CALIFORNIA SCHEDULE

A. For purposes of this Schedule 4, the terms "business," "commercial purpose," "sell" and "service provider" shall have the respective meanings given thereto in the CCPA, and "personal information" shall mean Personal Data that constitutes personal information, the Processing of which is governed by the CCPA.

B. It is the parties' intent that with respect to any personal information, Assistiv is a service provider. Assistiv shall: (i) not "sell" (as defined in the CCPA) personal information; and (ii) not retain, use or disclose any personal information for any purpose other than for the specific purpose of providing the Services, including retaining, using or disclosing personal information for a commercial purpose (as defined in the CCPA) other than providing the Services. For the avoidance of doubt, the foregoing prohibits Assistiv from retaining, using or disclosing personal information outside of the direct business relationship between Assistiv and Customer. Assistiv hereby certifies that it understands the obligations under this section 2 and shall comply with them.

C. The parties acknowledge that Assistiv's retention, use and disclosure of personal information authorized by Customer's instructions documented in the DPA are integral to Assistiv's provision of the Services and the business relationship between the parties.