



Data Processing Agreement

In Accordance with

Regulation (EU) 2016/679
(GDPR)

The following document reflects the vCita Inc. commitments as a data processor, to customers who are data controllers, under the GDPR.

vCita Inc.

DATA PROCESSING AGREEMENT

This Data Processing Addendum ("**DPA**") forms part of the services agreement (the "**Agreement**") which was executed by vCita Inc. and its Affiliates and the person or entity whose details are indicated in the applicable online registration form ("**Customer**"), to reflect the parties' agreement on the Processing of Personal Information in accordance with Regulation (EU) 2016/679 (GDPR).

All capitalized terms not defined herein will have the meaning set forth in the Agreement. All terms under the Agreement apply to this DPA, except that the terms of this DPA will supersede any conflicting terms under the Agreement.

In the course of providing the service to Customer pursuant to the Agreement (the "**Service**"), vCita may Process Personal Information on behalf of Customer. The parties agree to comply with the following provisions under this DPA with respect to Customer's Personal Information processed by vCita on behalf of Customer as part of the Services.

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 the ownership of a majority share of the voting stock, equity, or voting interests of such entity.
- 1.2. "**vCita Information Security Documentation**" means the information security documentation applicable to the specific Service purchased by Customer, as updated from time to time, and made available by vCita upon request.
- 1.3. "**Individual**" means a natural person to whom Personal Information relates, also referred to as "Data Subject" pursuant to EU data protection laws and regulations.
- 1.4. "**Personal Information**" means information about an identified or identifiable Individual, also referred to as "Personal Data" pursuant to EU data protection laws and regulations, which vCita Processes under the terms of the Agreement.
- 1.5. "**Personnel**" means the employees, agents, consultants, and contractors of Customer and Customer's Affiliates.
- 1.6. "**GDPR**" means Regulation (EU) 2016/679 (GDPR), when it takes effect, applicable to the Processing of Personal Information under the Agreement.
- 1.7. "**Privacy Shield**" means the EU-US Privacy Shield Framework, as administered by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of July 12, 2016.
- 1.8. "**Privacy Shield Principles**" mean the Privacy Shield Principles, as supplemented by the Supplemental Principles and contained in Annex II to the European Commission Decision C(2016)4176 of July 12, 2016, as may be amended, superseded or replaced.
- 1.9. "**Process**" or "**Processing**" means any operation or set of operations which is performed upon Personal Information, 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.

2. DATA PROCESSING

- 2.1. **Scope and Roles.** This DPA applies when Personal Information 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 apply to Personal Information that vCita processes for Customer under the Agreement, Customer is the Data Controller and vCita and applicable Affiliates are the Data Processor under such laws and regulations.
- 2.2. **Instructions for vCita's Processing of Personal Information.** vCita will only Process Personal Information on behalf of and in accordance with Customer's instructions. Customer instructs vCita

to Process Personal Information for the following purposes: (i) Processing in accordance with the Agreement, including, without limitation to provide the Service, and for back-up and disaster recovery, analysis, cyber security, operations, control, improvements and development of vCita's Service, fraud and service misuse prevention, legal and administrative proceedings and retention of the Personal Data to provide the Customer with an ability to access the data and to reinstate Customer's account with vCita, provided that the Customer did not request the deletion of such data; and (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 the GDPR. 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.

3. NOTICE AND CONSENT

- 3.1. Customer undertakes to provide all necessary notices to Individuals and receive all necessary permissions and consents, as necessary for vCita to process Personal Information on Customer's behalf under the terms of the Agreement and this DPA, pursuant to the applicable requirements under the GDPR.
- 3.2. To the extent required under the applicable requirements under the GDPR, Customer will appropriately document the Individuals' notices and consents.

4. RIGHTS OF INDIVIDUALS

- 4.1. **Requests.** vCita will, to the extent legally permitted, promptly notify Customer if vCita receives a request from an Individual, who's Personal Information is included in Customer's Personal Information, or a request by the Individual's legal guardians, to exercise the right to access, correct, amend, or delete Personal Information related to the Individual, or to exercise such other personal right that the Individual is entitled to pursuant the applicable requirements under the GDPR.
- 4.2. **Assistance.** vCita will provide Customer with commercially reasonable cooperation and assistance in relation to handling the Individual's request, to the extent legally permitted and to the extent Customer does not have access to such Personal Information through its use of the Service. Except if not permitted under the applicable requirements under the GDPR, Customer will reimburse vCita with any costs and expenses related to vCita's provision of such assistance.

5. ASSISTANCE IN COMPLIANCE

At Customer's written request, vCita will cooperate with and make commercially reasonable efforts to assist Customer in complying with Customer's obligations pursuant to Articles 32 to 36 to the GDPR, taking into account the nature of processing and the information available to vCita.

6. vCita PERSONNEL

- 6.1. **Limitation of Access.** vCita will ensure that vCita's access to Personal Information is limited to those personnel who require such access to perform the Agreement.
- 6.2. **Confidentiality.** vCita will impose appropriate contractual obligations upon its personnel engaged in the Processing of Personal Information, including relevant obligations regarding confidentiality, data protection, and data security. vCita will ensure that its personnel engaged in the Processing of Personal Information are informed of the confidential nature of the Personal Information, 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.

7. AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS

- 7.1. **Affiliates.** Some or all of vCita's obligations under the Agreement may be performed by vCita Affiliates.
- 7.2. **Agents.** Customer acknowledges and agrees that vCita and vCita's Affiliates respectively may engage third-party service providers in the performance of the Service on Customer's behalf. All Affiliates and agents (also referred to as 'other processors' under the GDPR) to whom vCita transfers Personal Information to provide the Service on behalf of Customer have entered into written

agreements with vCita or such other binding instruments that bind them by substantially the same material obligations under this DPA.

- 7.3. **Liability.** vCita will be liable for the acts and omissions of its Affiliates and agents to the same extent that vCita would be liable if performing the Service of each Affiliate or agent directly, under the terms of Agreement.
- 7.4. **Objection.** To ensure compliance with applicable Privacy Laws and Regulation, Customer may object to any engagement by vCita with a new agent to Process Customer Personal Information on Customer's behalf, within five (5) business days following vCita's notice to Customer of its engagement with the new agent. If Customer sends vCita a written objection to the new agent, vCita will make commercially reasonable efforts to provide Customer the same level of Service without the using the new agent to Process Customer Personal Information. Nothing in this section prejudices the parties' rights and obligations under the Agreement.

8. ONWARD AND TRANS-BORDER TRANSFER

- 8.1. Transfer of Personal Information related to Individuals within the EU to vCita's data hosting services in the US is made in accordance with such hosting services' self-certification with the Privacy Shield and to Israel, pursuant to the EU Commission decision 2011/61/EU on the adequate protection of personal data by the State of Israel with regard to automated processing of personal data.
- 8.2. All vCita Affiliates and agents to whom vCita transfers Personal Information to provide the Service are certified to the Privacy Shield, or provide at least the same level of protection for the Personal Information as is required by the relevant principles of the Privacy Shield and comply with the requirements under the Privacy Shield for the onward transfer of Personal Information to agents, or have executed such other lawful instruments for lawfully transferring Personal Information related to Individuals within the EU to other territories, or are established in a country that was acknowledged by the EU Commission as providing adequate protection to Personal Data.

9. INFORMATION SECURITY

- 9.1. **Controls.** vCita will maintain administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Customer's Personal Information 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.
- 9.2. **Policies and Audits.** Customer may audit vCita's compliance with its obligations under this Data Processing Addendum up to once per year ("Data Protection and Security Audit"), provided, however, that any Data Protection and Security Audit is subject to the following cumulative conditions: (i) The Data Protection and Security Audit will be pre-scheduled in writing with vCita, at least 60 days in advance; (ii) The audit will be conducted by an agreed third-party auditor, who will execute vCita's standard non-disclosure agreement prior to the initiation of the Data Protection and Security Audit, and a third party auditor will also execute a non-competition undertaking; (iii) the auditor will not have any access to non-Customer data on vCita's information and network systems; (iv) Customer will bear all costs and assume responsibility and liability for the Data Protection and Security Audit and for any failures or damage caused as a result thereof; (v) Customer will be eligible to receive the Data Protection and Security Audit report only, without any vCita raw data. Customer will keep the Data Protection and Security Audit report in strict confidentiality, will use them solely for the specific purposes of the Data Protection and Security Audit under this section, will not use them for any other purpose, or share them with any third party, without vCita's prior explicit written confirmation; and (vi) If Customer is required to disclose the Data Protection and Security Audit results to a competent authority, Customer will first provide vCita with a prior written notice, explaining the details and necessity of the disclosure, and will provide vCita with all necessary assistance to prevent the disclosure thereof.

10. SECURITY BREACH MANAGEMENT AND NOTIFICATION

- 10.1. **Breach prevention and management.** vCita will maintain security incident management policies and procedures and will, to the extent required by law, promptly notify Customer of any unauthorized access to, acquisition of, or disclosure of Customer Personal Information, by vCita or its Affiliates or agents of which vCita becomes aware of (a "**Security Incident**").
- 10.2. **Remediation.** vCita will promptly make reasonable efforts to identify and remediate the cause of such a Security Incident.

11. **DELETION AND RETENTION OF PERSONAL INFORMATION**

11.1. **Data Deletion.** After the end of the provision of the Service, vCita will return Customer's Personal Information to Customer or delete such data, including by de-identifying thereof. For the purpose of this DPA, the Service includes vCita's option to retain Customer Data in accordance with vCita's privacy policy, following the termination of the Agreement, to allow the Customer to re-engage with vCita without loss of data and subject to the Customer's right, at any time, after the termination of the Agreement to request vCita to completely delete Customer's Data.

11.2. **Data Retention.** Notwithstanding, Customer acknowledges and agrees that vCita may retain copies of Customer Personal Information 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.

12. **DISCLOSURE TO COMPETENT AUTHORITIES**

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

13. **ANONYMIZED AND AGGREGATED DATA**

vCita may process data based on extracts of Personal Information on an aggregated and non-identifiable forms, 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. This section 13 will survive any termination of this DPA.

14. **TERM**

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

15. **COMPLIANCE**

15.1. vCita's compliance team is responsible to make sure that all relevant vCita's personnel adhere to this DPA.

15.2. vCita's compliance team can be reached at: privacy@vcita.com.

16. **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.

17. **MISCELLANEOUS**

- 17.1. Any alteration or modification of this DPA is not valid unless made in writing and executed by duly authorized personnel of both parties.
- 17.2. 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.