

# OnCoor Inc.

## Data Processing Addendum

This Data Processing Addendum ("DPA") forms part of, and is subject to, the Master SaaS Agreement or other written or electronic terms of service or subscription agreement (the "Agreement") between OnCoor Group ("OnCoor") and the entity or person defined as 'Customer' thereunder, and each Customer Affiliate that is party to an Order Form pursuant to the Agreement (collectively and individually referred to herein as "Customer"; and together with OnCoor, collectively, the "Parties" or individually, a "Party"). All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

### 1. Definitions

**"Account"** means Customer's account in the Service in which Customer stores and processes Customer Data.

**"Affiliate"** has the meaning set forth in the Agreement.

**"Authorized Affiliate"** means a Customer Affiliate who has not signed an Order Form pursuant to the Agreement but is either a Data Controller or Data Processor for the Customer Personal Data processed by OnCoor pursuant to the Agreement.

**"California Consumer Privacy Act" or "CCPA"** means the California Consumer Privacy Act of 2018, as may be amended from time to time.

**"Customer Data"** has the meaning set forth in the Agreement.

**"Customer Personal Data"** means any Customer Data that is Personal Data.

**"Data Controller"** means an entity that determines the purposes and means of the Processing of Personal Data.

**"Data Processor"** means an entity that Processes Personal Data on behalf of a Data Controller.

**"Data Protection Laws"** means all data protection and privacy laws applicable to the respective party in its role in the Processing of Personal Data under the Agreement, including, where applicable, EU & UK Data Protection Law and the CCPA.

**"Data Subject"** means the identified or identifiable natural person to whom Customer Personal Data relates.

**"EU & UK Data Protection Law"** means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); and (ii) the GDPR as it forms part of United Kingdom law pursuant to Section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR") and the Data Protection Act 2018.

**"Personal Data"** means any information relating to an identified or identifiable natural person and includes similarly defined terms in Data Protection Laws.

**"Processing"** means any operation performed on Personal Data, such as collection, recording, storage, use, or disclosure.

**"Purposes"** means (i) OnCoor's provision of the OnCoor Offerings as described in the Agreement; and (ii) further documented instructions from Customer agreed upon by the Parties.

**"Security Incident"** means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data.

**"Service"** has the meaning set forth in the Agreement.

**"OnCoor Group"** means OnCoor Inc. and its Affiliates.

**"OnCoor Offering(s)"** means the Service, Technical Services, and any other support services provided by OnCoor.

**"Sub-processor"** means any other Data Processor engaged by a member of the OnCoor Group to Process Customer Personal Data.

## **2. Scope and Applicability of this DPA**

This DPA applies where and only to the extent that OnCoor Processes Customer Personal Data on behalf of Customer as a Data Processor in the course of providing the OnCoor Offerings.

### 3. Roles and Scope of Processing

**3.1. Role of the Parties.** As between OnCoor and Customer, OnCoor shall Process Customer Personal Data (as defined in the Agreement) only as a Data Processor acting on behalf of Customer, regardless of whether Customer acts as a Data Controller or a Data Processor on behalf of a third-party Data Controller. To the extent any Usage Data is considered Personal Data (as defined in the Agreement) under applicable Data Protection Laws, OnCoor is the Data Controller of such data and shall Process such data in accordance with the Agreement and applicable Data Protection Laws.

**3.2. Customer Instructions.** OnCoor will Process Customer Personal Data only for the Purposes. Customer shall ensure its Processing instructions are lawful and that the Processing of Customer Personal Data in accordance with such instructions will not violate applicable Data Protection Laws. Any additional instructions require prior written agreement from OnCoor.

**3.3. Customer Affiliates.** OnCoor's obligations extend to Authorized Affiliates, subject to the following conditions:

- (a) Customer must communicate any additional instructions directly to OnCoor.
- (b) Customer shall be responsible for Authorized Affiliates' compliance with this DPA.
- (c) Authorized Affiliates shall not bring a claim directly against OnCoor.

**3.4. Processing of Personal Data.** Each Party will comply with Data Protection Laws. Customer is responsible for ensuring that it has obtained all necessary consents.

#### 3.5. Details of Data Processing.

- (a) **Subject Matter:** The subject matter of the Processing is the Customer Personal Data.
- (b) **Frequency and Duration:** Processing continues until deletion of all Customer Personal Data.
- (c) **Purpose:** For the Purposes specified in this DPA.
- (d) **Nature of Processing:** As needed for the Purposes.
- (e) **Retention Period:** Determined by Customer's configuration of the Service.
- (f) **Categories of Data Subjects:** May include prospects, customers, business partners, employees, etc.
- (g) **Categories of Personal Data:** May include identification, financial, employment details, etc.
- (h) **Special Categories of Personal Data (if applicable):** As determined by Customer.

## 4. Sub-Processing

**4.1. Authorized Sub-Processors.** Customer authorizes OnCoor to engage Sub-processors listed at [www.oncoor.com/legal](http://www.oncoor.com/legal).

**4.2. Sub-processor Obligations.** OnCoor will ensure that any Sub-processor is bound by data protection obligations no less protective than those set forth in this DPA.

**4.3. Changes to Sub-processors.** OnCoor will notify Customer of any new Sub-processor at least 28 days in advance. Customer may object based on reasonable grounds.

## 5. Security

**5.1. Security Measures.** OnCoor will implement appropriate technical and organizational measures as described in its Security Addendum.

**5.2. Confidentiality of Processing.** OnCoor will ensure that its personnel are under an obligation of confidentiality.

**5.3. No Assessment of Customer Personal Data by OnCoor.** OnCoor is not responsible for assessing the content of Customer Personal Data.

## 6. Customer Audit Rights

**6.1. Documentation Review.** Upon written request, OnCoor will provide relevant documentation to demonstrate compliance.

**6.2. Audits.** Customer may request an audit of OnCoor's facilities. OnCoor may charge a fee for such audits.

## 7. Data Transfers

**7.1. Hosting and Processing Locations.** OnCoor will only host Customer Personal Data in the location stipulated in the Master Agreement.

**7.2. Transfer Mechanisms.** OnCoor will comply with applicable Data Protection Laws regarding data transfers.

## 8. Security Incident Response

**8.1. Reporting.** OnCoor will notify Customer of any Security Incident within the time period stipulated in the Master Agreement.

**8.2. Communications.** OnCoor will provide timely updates regarding the Security Incident.

## 9. Cooperation

**9.1. Data Subject Requests.** OnCoor will notify Customer of any Data Subject Request and customer will be responsible for responding to any such Data Subject Requests.

**9.2. Data Protection Impact Assessments.** OnCoor will assist Customer in conducting impact assessments as required, so long as Customer does not otherwise have access to the relevant information.

**9.3. Government & Law Enforcement Inquiries.** OnCoor will attempt to redirect any inquiries to Customer. Customer agrees that OnCoor can provide information to such third-party to the extent reasonably necessary to redirect the Governmental Inquiry to Customer. If OnCoor cannot redirect the Governmental Inquiry to Customer, then OnCoor shall, to the extent legally permitted to do so, provide Customer reasonable notice of the Governmental Inquiry as promptly as feasible under the circumstances to allow Customer to seek a protective order or other appropriate remedy.

## 10. Relationship with the Agreement

**10.1. Superseding Prior Agreements.** This DPA replaces any previous data processing agreements.

**10.2. Precedence.** If there is a conflict between this DPA and the Agreement, this DPA shall prevail with respect to Processing of Customer Personal Data. Notwithstanding the foregoing, and solely to the extent applicable to any Customer Personal Data comprised of patient, medical or other protected health information regulated by HIPAA, if there is any conflict between this DPA and a business associate agreement between Customer and OnCoor, then the business associate agreement shall prevail solely with respect to such Customer Personal Data.

**10.3. Liability Limitations.** Notwithstanding anything to the contrary in the Agreement or this DPA, each Party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or relating to this DPA, the Transfer Mechanisms, and any other data

protection agreements in connection with the Agreement (if any), shall be subject to any aggregate limitations on liability set out in the Agreement. Without limiting the Parties' obligations under the Agreement, each Party agrees that any regulatory penalties incurred by one Party (the "**Incurring Party**") in relation to the Customer Personal Data that arise as a result of, or in connection with, the other Party's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce the Incurring Party's liability under the Agreement as if it were liability to the other Party under the Agreement.

**10.4. No Third-Party Rights.** This DPA does not grant any third-party rights.

**10.5. Governing Law.** This DPA will be governed by the governing law specified in the Agreement.