

## **Data Processing Agreement**

This Data Processing Agreement (“**DPA**”) is entered into by BeeHealthy and Customer and constitutes an integral part of the Agreement between the Parties, together with the agreed appendices. Unless otherwise defined herein, all other capitalized terms shall have the meaning given to them in the Agreement.

### **1. Definitions**

“**Data Protection Legislation**” means the EU General Data Protection Regulation 2016/679 (“**GDPR**”), national laws implementing or supplementing the GDPR, laws implementing EU Directive 2002/58/EC, and any other applicable data protection laws notified by Customer to BeeHealthy in writing, in each case as amended or replaced from time to time.

“**Third Country**” means a country that is neither part of the European Economic Area (“**EEA**”) nor has been declared adequate by a decision of the European Commission according to the mechanism set out in Art. 45 of the GDPR.

Terms defined in Art. 4 of the GDPR shall be understood in accordance with the GDPR definition.

### **2. Background and Purpose**

- 2.1 This DPA sets out the terms and conditions for the Processing of Personal Data under and in connection with the Agreement. BeeHealthy processes Personal Data under the Agreement for the purpose of providing the Services to Customer.
- 2.2 This DPA covers processing of personal data when BeeHealthy processes Personal Data on Customer’s behalf as processor (GDPR Art. 28.3) or, if Customer is itself a processor, as a sub-processor (GDPR Art. 28.4). For the purpose of this DPA, Customer shall hold the obligations of Controller and is fully responsible towards a controller on whose behalf it processes Personal Data by use of BeeHealthy’s Services. Reference to the “Controller” herein will therefore in all cases refer to Customer.
- 2.3 BeeHealthy as processor, its Sub-processors, and other persons acting under the authority of BeeHealthy who have access to the Personal Data shall process the Personal Data only on behalf of the Controller and in compliance with the Agreement and the Controller’s documented instructions, and in accordance with this DPA, unless otherwise stipulated in the Data Protection Legislation. BeeHealthy shall inform the Controller if, in BeeHealthy’s opinion, an instruction infringes the Data Protection Legislation.
- 2.4 Where Personal Data is transferred to Third Countries as specified in Section 6, the Standard Contractual Clauses set out in the SCC Appendix attached to the Order Form shall apply and form an integral part of this DPA.
- 2.5 Subject to Controller being based in a country located outside the European Economic Area (EEA) and where GDPR does not apply to such Customer, the SCC Appendix attached to the Order Form shall apply to the processing activities requiring personal data transfers from BeeHealthy as processor to Customer as Controller.

### **3. Controller’s Obligations**

- 3.1 Controller warrants that it processes Personal Data lawfully and for specified, explicit and legitimate purposes. Controller is responsible for ensuring that a valid legal basis under Art. 6(1) of the GDPR exists for the processing of Personal Data. Where the legal basis is consent under Art. 6(1)(a) of the GDPR, Controller warrants that such consent is freely given, specific, informed and unambiguous. Controller further warrants that Data Subjects have been provided with the information required under Art. 13 and 14 of the GDPR regarding the processing of their Personal Data.

- 3.2 Controller shall comply with this DPA and Data Protection Legislation applicable to it in its role as Controller. Within the scope of this DPA, Controller shall be solely responsible for: (i) the lawfulness of processing Personal Data through the Services; (ii) compliance with any Laws to which Controller is subject, including consent requirements or retention periods under local legislation. Controller shall inform BeeHealthy in writing of such laws where they require modifications to the Services.

#### **4. BeeHealthy's Obligations**

- 4.1 BeeHealthy shall comply with this DPA and Data Protection Laws applicable to its provision of the Services in its role as Processor. BeeHealthy shall not be responsible for compliance with any Laws applicable to Controller that are not applicable to BeeHealthy or generally applicable to information technology service providers.
- 4.2 BeeHealthy shall Process Personal Data only on documented instructions from Controller as set out in this DPA, unless prescribed otherwise by a provision of Data Protection Laws. BeeHealthy shall comply with additional instructions relating to the Processing of Personal Data (i.e., instructions that are not covered by this DPA or the Agreement) provided that the instructions are in accordance with Data Protection Laws; technically reasonably feasible; and do not require any material modifications of the Services. Controller acknowledges that any required modifications to the Services resulting from any changes in applicable laws or Controller's additional instructions shall be subject to a change request under the Agreement.
- 4.3 BeeHealthy ensures that its employees, its Sub-processors, and other persons who process Personal Data by authority of BeeHealthy have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.4 BeeHealthy shall support Controller, in a manner consistent with the functionality of the Services and BeeHealthy's role as a Processor and where Controller cannot do so without BeeHealthy's assistance, in fulfilling Data Subjects' requests and competent supervisory authorities' requests. BeeHealthy shall, without undue delay, forward any Data Subject's request to Controller where BeeHealthy is able to correlate the Data Subject to Controller. BeeHealthy shall provide reasonable assistance to Controller in ensuring compliance with its obligations set out in Data Protection Laws, including but not limited to data protection impact assessments and prior consulting obligations.

#### **5. Use of sub-processors**

- 5.1 Controller agrees that BeeHealthy may engage Sub-processors to assist in providing the Services and processing Personal Data, provided that BeeHealthy ensures that such Sub-processors are bound by written agreements imposing data protection obligations equivalent to those set out in this DPA.
- 5.2 Applicable Sub-processors are listed in Processing Specification attached to the Order Form. BeeHealthy may update this list by adding or replacing Sub-processors upon at least thirty (30) days' prior written notice to Controller.
- 5.3 Controller may object to the addition or replacement of a Sub-processor by providing written notice to BeeHealthy within fourteen (14) days of receiving notification, stating reasonable data protection grounds for the objection. If Controller objects, BeeHealthy shall use reasonable commercial efforts to make available an alternative Sub-processor that addresses Controller's objection. If BeeHealthy is unable to provide such an alternative, or determines that it is not commercially feasible to do so, either Party may terminate the Agreement upon ninety (90) days' written notice to the other Party. If Controller does not object within the fourteen (14) day period, Controller is deemed to have accepted the Sub-processor change.
- 5.4 BeeHealthy remains fully liable for the performance of its Sub-processors in accordance with applicable Data Protection Legislation.

## **6. Transfer of Personal Data**

- 6.1 BeeHealthy provides the Services from the European Economic Area (EEA) and the United Kingdom (UK), which has an adequacy decision under Art. 45 of the GDPR.
- 6.2 Subject to the Processing Specification attached to the Order Form, BeeHealthy may use Sub-processors that transfer Personal Data to Third Countries. By entering into this DPA, Controller approves such Sub-processors and transfers as specified in the Processing Specification. Where no adequacy decision by the European Commission exists for such transfers, BeeHealthy ensures that appropriate safeguards are in place, such as Standard Contractual Clauses.
- 6.3 BeeHealthy shall have the right to transfer Personal Data to a Third Country provided that: (i) Controller has given prior approval thereto; and (ii) in case of a transfer where no adequacy decision by the European Commission exists, BeeHealthy shall ensure that an adequate transfer mechanism is in place, such as Standard Contractual Clauses, permitting lawful transfers under GDPR.
- 6.4 Controller understands and agrees that BeeHealthy shall not be liable for any use of the Services by Controller (including but not limited to its employees and patients) in Third Countries.

## **7. Security**

- 7.1 BeeHealthy shall implement appropriate technical and organisational measures to ensure an appropriate level of security to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.
- 7.2 The security requirements applying to BeeHealthy's processing of Personal Data are governed by the Security Appendix attached to the Order Form.
- 7.3 Controller understands and agrees that the security measures are subject to technical progress and development and BeeHealthy is therefore expressly allowed to implement adequate alternative measures as long as the general security level described in the Security Appendix is maintained.

## **8. Notification of Personal Data Breach**

- 8.1 BeeHealthy shall notify Controller without undue delay after becoming aware of a Personal Data Breach affecting Personal Data processed under this DPA.
- 8.2 The notification shall, as a minimum, describe: (i) the nature of the Personal Data Breach including, where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the likely consequences of the Personal Data Breach; and (iii) the measures taken or proposed to be taken by BeeHealthy to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 8.3 BeeHealthy shall investigate the Personal Data Breach and take reasonable steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach.
- 8.4 Controller is solely responsible for complying with any Personal Data Breach notification obligations applicable to Controller under Art. 33 of the GDPR, including notifying the relevant supervisory authority. In the event Controller is obliged to communicate a Personal Data Breach to Data Subjects under Art. 34 of the GDPR, BeeHealthy shall provide reasonable assistance to Controller, taking into account the nature of processing and the information available to BeeHealthy. Controller shall bear any costs related to such communication to Data Subjects.

## **9. Audits**

- 9.1 Controller shall be entitled to conduct audits of BeeHealthy's compliance with its obligations under this DPA and Data Protection Legislation.
- 9.2 BeeHealthy may fulfil this obligation by providing Controller with relevant certifications, audit reports, or other documentation demonstrating compliance (e.g. ISO 27001 reports). To the extent such documentation does not satisfy Controller's requirements, Controller or a third party appointed by Controller who is not in direct competition with BeeHealthy shall be entitled to conduct audits, including on-premises inspections of Personal Data being processed, the systems and equipment used for this purpose, and implemented technical and organisational measures. Controller shall not be given access to information concerning BeeHealthy's other customers or information subject to confidentiality obligations.
- 9.3 Controller is entitled to conduct such audits once per year, upon no less than thirty (30) days' notice. If Controller appoints an external auditor to perform the audit, such external auditor shall be bound by a duty of confidentiality.
- 9.4 Controller shall bear all costs related to audits initiated by Controller, including reasonable compensation to BeeHealthy to the extent Controller requires support exceeding the requirements in the GDPR. BeeHealthy shall nevertheless bear such costs if an audit reveals non-compliance with this DPA or Data Protection Legislation.

## **10. Term and Termination**

- 10.1 This DPA is valid for as long as BeeHealthy processes Personal Data on behalf of the Controller.
- 10.2 In the event of BeeHealthy's breach of this DPA or noncompliance of the Data Protection Legislation, the Controller may (i) instruct BeeHealthy to stop further processing of Personal Data with immediate effect; and/or (ii) terminate the DPA with immediate effect.
- 10.3 Upon termination or expiry of this DPA, BeeHealthy shall delete all Personal Data processed on behalf of Controller.
- 10.4 Prior to deletion, BeeHealthy shall provide Controller with a copy of the Personal Data in a commonly used format, unless Controller instructs otherwise in writing. Controller is responsible for requesting such copy within a reasonable time before termination.

## **11. General Provisions**

- 11.1 The provisions of the Agreement regarding limitation of liability, governing law and dispute resolution shall apply to this DPA.