

HEALTHSOCIAL, LLC (HEALTHSOCIAL) ATLAS WEBSITE DPA

Healthsocial LLC (“Healthsocial,” “we,” “our”) takes its responsibilities when handling personal information seriously. Healthsocial provides insights to our Customers via social media analytics. In providing Services to our Customers, Healthsocial may Process Personal Information on our Customers’ behalf. This Data Processing Addendum (“DPA”) governs the parties’ agreement with regard to Healthsocial’s Processing of Personal Information, and is incorporated by reference as part of any SaaS Services Agreement (the “SSA”) for the purchase of Healthsocial’s services between Customer and Healthsocial.

This DPA will terminate automatically upon termination of the SSA, or as earlier terminated pursuant to the terms of this DPA.

1. DEFINITIONS. For purposes of this DPA, the following terms have the below meanings:

- 1.1. “Affiliate” means any other Person that owns or controls, is owned or controlled by, or is under common ownership or control with, such Person. The term “control” means the possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- 1.2. “Business Purpose” means the use of Personal Information for Healthsocial’ or Customer’s operational purposes, or other notified purposes, provided that the use of Personal Information is reasonably necessary and proportionate to achieve the operational purpose for which the Personal Information was collected or processed or for another operational purpose that is compatible with the context in which the Personal Information was collected.
- 1.3. “CCPA” means the California Consumer Privacy Act of 2018, Cal. Civil Code §§ 1798.100 *et seq.*, as amended from time to time, and any related regulations promulgated by the California Attorney General, including the California Privacy Rights Act of 2020 (CPRA).
- 1.4. “Collects,” “Collected,” or “Collection” means buying, renting, gathering, obtaining, receiving, or accessing any Personal Information pertaining to a consumer by any means.
- 1.5. “Controller” means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Information.
- 1.6. “Data Protection Laws” means all relevant laws that apply to the Processing of Personal Information, including but not limited to, (i) CCPA and CPRA or applicable state privacy and information security laws and regulations that apply to Personal Information Processed by Customer (but excluding any privacy laws preempted by Federal law); (ii) HIPAA; (iii) GDPR; and, (iv) PIPEDA, all as amended from time to time.
- 1.7. “Data Subject” means an identified or identifiable natural person.
- 1.8. “GDPR” means the General Data Protection Regulation as set forth in (EU) 2016/679.

- 1.9. “HIPAA” means Health Insurance Portability and Accountability Act as set forth in Pub. L. No. 104-191, § 264, 110 Stat. 1936.
- 1.10. “Person” means an individual, corporation, partnership, joint venture, limited liability Customer, governmental authority, unincorporated organization, trust, association, or other entity.
- 1.11. “Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject or household.
- 1.12. “PIPEDA” means the Personal Information Protection and Electronic Documents Act as set forth in SC 2000 c 5.
- 1.13. “Process,” “Processed,” or “Processing” means any operation or set of operations that are performed on Personal Information or on sets of Personal Information, whether or not by automated means, including, without limitation, accessing, collecting, recording, organizing, using, storing, adapting, altering, retrieving, consulting, transferring, disclosing, or destroying Personal Information.
- 1.14. “Processor” means a natural or legal person, public authority, agency, or other body which processes Personal Information on behalf of the Controller.
- 1.15. “Security Incident” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, use of, publication of, or access to, Personal Information transmitted or otherwise Processed.
- 1.16. “Sell” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s Personal Information by the business to another business or a third party for monetary or other valuable consideration.
- 1.17. “Services” means Processing of the Personal Information by Healthsocial in connection with and pursuant to the Parties’ SSA or respective statement of work.
- 1.18. “Subprocessor” means a servicer, provider, processor, or other third party engaged by Healthsocial in connection with the provision of the Services.

2. DATA PROCESSING.

- 2.1. The Parties acknowledge that, for the purposes of this DPA, Healthsocial is the Processor of Personal Information.
- 2.2. To the extent that circumstances arise in which Healthsocial determines that it is acting as a Controller, the Parties shall execute a separate agreement to govern their respective rights and obligations with respect to such circumstances.
- 2.3. To the extent that Customer provides Healthsocial with Personal Information, Customer represents that the Personal Information it provides to Healthsocial under this DPA has been lawfully collected in compliance with Data Protection Laws.
- 2.4. The parties shall each comply with their respective obligations under Data Protection Laws.
- 2.5. In processing Personal Information on behalf of the Customer, Healthsocial agrees to comply with Data Protection Laws.
 - 2.5.1. Healthsocial shall Process Personal Information pursuant to the Customer's instructions for the specific purpose of performing the Services in the SSA. Healthsocial shall notify and inform the Customer if, in Healthsocial's opinion, an instruction infringes applicable Data Protection Laws;
 - 2.5.2. Not retain, use, disclose, or otherwise Process any Personal Information Customer provides for any other purpose other than for the specific purpose of performing the Services specific in the SSA or as otherwise agreed upon in writing.
- 2.6. Healthsocial shall notify Customer in writing, if it (i) determines or reasonably suspects its inability to comply with its obligation set forth in Section 3.2; (ii) cannot ensure compliance with Customer's instructions for use of Personal Information; or (iii) cannot ensure compliance with or if it identifies any failure with the data security requirements in this DPA.
- 2.7. Healthsocial shall notify Customer in writing if it determines or reasonably suspects that its Processing of Personal Information on behalf of Customer triggers additional contracting requirements under applicable Data Protection Laws in specific jurisdictions, and the Parties agree to work together in good faith to enter into any additional terms to comply with applicable Data Protection Laws.

3. DATA SUBJECT REQUESTS AND ASSISTANCE WITH OBLIGATIONS.

- 3.1. In the event Healthsocial receives a request from a Data Subject related to a Data Subject right(s) under Data Protection Laws regarding Personal Information (a “Data Subject Request”), Healthsocial shall promptly notify Customer.
- 3.2. Healthsocial will provide commercially and technically reasonable assistance to Customer in responding to Data Subject Requests as appropriate and feasible with respect to the nature of processing and the information available to Healthsocial
- 3.3. Healthsocial will, to the extent necessary under applicable Data Protection Law, cause any Subprocessors, Affiliates, or other third parties with whom it has shared any Personal Information to comply with such Data Subject Request within the timeframe required under any applicable Data Protection Laws (including the CCPA/CPRA and GDPR). In the event that either party receives an inquiry or complaint from a consumer, attorney, regulatory or law enforcement agency in connection with Personal Information, both parties shall cooperate with each other in good faith as necessary to respond to any such inquiry or complaint.

4. SECURITY.

- 4.1. Healthsocial agrees to maintain and use appropriate technical, organizational, administrative, and physical security measures commensurate with the industry standards for information security, the sensitivity of the Personal Information Processed, and the nature of Healthsocial’s activities, designed to protect the privacy, security, confidentiality, integrity, and availability of Personal Information and Confidential Information and to prevent a Security Incident (“Security Measures”).
- 4.2. Healthsocial shall promptly notify Customer in writing of any actual or reasonably suspected Security Incident. Healthsocial shall cooperate with Customer in its investigation of any actual or reasonably suspected Security Incident and shall timely provide such information as Customer may reasonably request to enable Customer to fulfill any obligations under applicable law. Healthsocial will also use commercially reasonable efforts to correct the problem within that period.
- 4.3. Healthsocial shall cooperate with Customer in the event of a Security Incident and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation, and remediation of each such Security Incident.
- 4.4. These obligations shall not apply where a Security Incident is caused by the acts or omissions of the Customer.

5. SUBPROCESSORS

- 5.1. Healthsocial shall only disclose or share Personal Information with its Subprocessors or Affiliates for the purpose of performing the Services under the Parties’ SSA. Healthsocial shall instruct Subprocessors processing Personal Information provided by Customer to

maintain the confidentiality of the Personal Information and to implement and maintain reasonable technical, organizational, administrative, and physical security measures.

5.2. Healthsocial will maintain an up-to-date list of its Subprocessors, which it will provide to Customer upon Customer's request.

6. DATA TRANSFERS

6.1. To the extent Personal Information is subject to the GDPR, any such Personal Information that will be transferred outside the European Union ("EU")/European Economic Area ("EEA") or Switzerland, either directly or via onward transfer, to any country not recognized by the European Commission as providing an adequate level of data protection will be transferred pursuant to this DPA and the Standard Contractual Clauses. The Standard Contractual Clauses will not apply to Personal Information that is not transferred, either directly or via onward transfer, outside the EU/EEA or Switzerland, or to Personal Information that is transferred outside the EU/EEA or Switzerland to a country, which the European Commission has recognized as providing an adequate level of data protection.

6.2. Where Customer is acting as Controller, Module 2 (Transfer Controller to Processor) of the Modernised Contractual Classes shall apply, as separately executed between the Parties.

7. COMPLIANCE; AUDIT.

7.1. To the extent that Customer provides Personal Information directly to Healthsocial for Processing, Healthsocial shall deal promptly and properly with all inquiries from Customer relating to Healthsocial's Processing of Personal Information and shall: (i) upon request, make available information necessary to demonstrate compliance with this DPA and applicable laws, and (ii) shall allow for and contribute to audits by Customer or an auditor mandated by the Customer, at Customer's cost, in relation to the Processing of the Personal Information by Customer or any of its Subprocessors or Affiliates.

7.2. Healthsocial may refuse to provide information responsive to an audit request of that information could (i) lead to disclosure of Healthsocial intellectual property or trade secrets; (ii) lead to disclosure of Healthsocial' non-public information or the Personal Information of other Healthsocial customers or data subjects, or (iii) lead to a material weakening, as determined by Healthsocial, of Healthsocial' security controls.

8. DELETION OR RETURN OF PERSONAL INFORMATION.

8.1. To the extent that Customer provides Personal Information directly to Healthsocial under the SSA, the Parties agree that upon the termination of the SSA or Customer's request, Healthsocial will promptly destroy or, if directed by Healthsocial in writing, return and not retain, Customer's Personal Information.

8.2. Healthsocial may retain Personal Information that Customer provides to the extent required, to: (i) comply with record retention policies and legal, regulatory, or professional obligations; (ii) protect the Healthsocial's legal rights or to the extent

Personal Information is the subject of a dispute between the Parties; (iii) perform ongoing Services; and (iv) keep or maintain the Personal Information for an established duration as backup data for disaster recovery purposes, provided that Healthsocial shall continue to comply with all of its obligations set forth in the SSA, this DPA and under applicable law in connection with any Personal Information Customer provides.

8.3. In the event applicable law, including applicable Data Protection Law, does not permit Healthsocial to comply with the destruction or return of Customer's Personal Information requirement, Healthsocial warrants that it will ensure the confidentiality and protection of Customer's Personal Information and that it will not Process Personal Information transferred after termination of the SSA.

9. OWNERSHIP OF PERSONAL INFORMATION. Personal Information that the Customer directly provides to Healthsocial under the SSA shall be deemed the property of Customer during the term of the SSA. Upon written request of Customer, Healthsocial, (including, if applicable, its Subprocessors) shall return all Personal Information received in tangible form, except that Customer's legal counsel may retain a copy for its files solely to provide a record of such Personal Information for archival purposes. All other Personal Information Healthsocial may Process to provide social media insights under the SSA shall be deemed the property of Healthsocial, shall remain in Healthsocial's ownership, and shall be subject to Processing under other such agreements as Healthsocial may be a party to and as is consistent with Healthsocial policies.

10. GENERAL TERMS.

10.1. Interpretation of this DPA will be governed by the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of Laws of any jurisdiction other than those of the State of New York.

10.2. Each party's liability arising out of or related to this DPA and all DPA's between Healthsocial and Customer, is subject to the limitation of liability section agreed under the SSA.

10.3. This DPA may not be supplemented, modified, amended, waived, released, or terminated except (a) by a writing executed by the Party to be bound thereby and (b) with the written consent of all other Parties.

10.4. Should any provision of this DPA be or become invalid, it shall not affect the validity of the remaining terms. In such an event, the Parties shall cooperate in the creation of terms that achieve such legally valid result as comes closest commercially to that of the invalid provision.

10.5. The provisions set forth in this DPA shall survive the expiration or earlier termination of the SSA and will remain in full force and effect so long as Healthsocial or its Subprocessors, Affiliates, or other third parties have any Personal Information in its possession or control.

10.6. This DPA may be executed in counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument. Electronic execution and delivery of this DPA is legal, valid, and binding execution and delivery for all purposes.

PROCESSING DETAILS

<p>Subject Matter; Processing Operations; Nature and Purpose:</p>	<p>Healthsocial and Customer have contracted to provide Services pursuant to the Agreement. Healthsocial will process Personal Information for the purpose of providing the Services to Customer in accordance with the terms of the Agreement. To the extent the Standard Contractual Clauses apply to the Agreement, Customer is the data exporter, and Healthsocial is the data importer.</p>
<p>Duration of Processing:</p>	<p>The term of the Agreement plus any additional period until all Personal Information is deleted.</p>
<p>Types of Data:</p>	<p>All data relating to Data Subjects provided or otherwise made available to Healthsocial in connection with the Services. This may include: (i) personal contact information (<i>e.g.</i> names); (ii) other personal information (<i>e.g.</i> unique online identifiers, IP addresses); (iii) behavior related data (<i>i.e.</i> online behavior and interest data and purchase histories); (iv) health information; (v) preferences and interests; and (vi) profile images and user-submitted photos</p>
<p>Special Categories of Data:</p>	<p>Processing under the SSA may result in the processing of data concerning health.</p>
<p>Categories of Data Subjects:</p>	<p>May include: (i) doctors, pharmaceutical researchers, and other healthcare professionals, (ii) researchers, scientists, university fellows, candidates, or others who may study disease, treatment, epidemiology or related fields, (iii) social media users, (iv) social media influencers, (v) website users, (vi) customers.</p>

