

Data Processing Addendum (DPA)

Last Updated:

This Data Processing Addendum ("DPA") forms part of the Master Subscription Agreement ("Agreement") between Legacy Universal Solutions LLC ("Company") and the Customer. This DPA applies to the extent that Company processes Personal Data on behalf of Customer in the course of providing the Services.

1. Definitions

- **"Data Protection Laws"** means all applicable laws and regulations relating to data protection and privacy, including but not limited to the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the California Consumer Privacy Act ("CCPA").
- **"Personal Data"** means any information relating to an identified or identifiable natural person.
- **"Processing"** means any operation or set of operations which is performed on Personal Data.
- **"Controller," "Processor," "Data Subject," and "Personal Data Breach"** shall have the meanings given to them in the GDPR.

2. Processing of Personal Data

2.1. Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller and Company is the Processor.

2.2. Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws. Customer's instructions to Company for the Processing of Personal

Data shall comply with Data Protection Laws.

2.3. Company's Processing of Personal Data. Company shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Forms; and (ii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.

3. Details of the Processing

- **Subject Matter:** The subject matter of the Processing is the provision of the Services pursuant to the Agreement.
- **Duration:** The duration of the Processing is for the term of the Agreement.
- **Nature and Purpose:** The purpose of the Processing is to provide the Services, which includes storing, managing, and analyzing insurance claim data and related information to assist Customer in its business operations.
- **Categories of Data Subjects:** Data Subjects include Customer's employees, contractors, and clients, and any other individuals whose Personal Data is submitted to the Services by Customer.
- **Types of Personal Data:** Personal Data includes names, contact details, employment information, financial information, insurance policy and claim details, and any other Personal Data submitted by Customer to the Services.

4. Rights of Data Subjects

Company shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject to exercise their rights under Data Protection Laws. Company shall provide Customer with reasonable cooperation and assistance in relation to the handling of a Data Subject's request.

5. Sub-processors

Customer provides a general authorization for Company to engage third-party Sub-processors to Process Personal Data. Company shall maintain a list of its Sub-processors and shall inform Customer of any intended changes concerning the addition or replacement of other Sub-processors. Company shall remain responsible for its Sub-processors' compliance with the obligations of this DPA.

6. Security

Company shall implement and maintain appropriate technical and organizational security measures to protect Personal Data from Personal Data Breaches, as described in our Security Measures documentation.

7. Data Breach Notification

Company shall notify Customer without undue delay after becoming aware of a Personal Data Breach and shall provide Customer with sufficient information to allow Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8. Deletion or Return of Data

Upon termination or expiration of the Agreement, Company shall, at Customer's choice, delete or return all Personal Data to Customer, and delete existing copies unless applicable law requires storage of the Personal Data.

9. International Transfers

Company shall not transfer Personal Data to any country or recipient not recognized as providing an adequate level of protection for Personal Data unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable Data Protection Laws.