

EQUIMETRICS DATA PROCESSING ADDENDUM

THIS DATA PROCESSING ADDENDUM including its appendix (“**Addendum**”) is incorporated into the Main Agreement (as defined below) between EQUIMETRICS LIMITED, incorporated and registered in Ireland with company number 676674 and having its registered office at Carriganog, Owing Hill, Pilltown, Kilkenny, Ireland (“**Equimetrics**”) and the Customer.

This Addendum sets out the terms, requirements and conditions on which Equimetrics will process Personal Data when providing services under the Main Agreement with effect from the Effective Date. This Addendum contains the mandatory clauses required by Article 28(3) of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors.

GENERAL TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalized terms used but not defined in this Addendum have the meaning given to them in the Main Agreement. In addition, the following definitions and rules of interpretation apply in this Addendum.

"Applicable Data Protection Legislation"	means all applicable privacy and data protection laws, including, but not limited to, the Irish Data Protection Acts 1988-2018, the General Data Protection Regulation ((EU) 2016/679) (“ GDPR ”), the UK Data Protection Act 2018 and the UK GDPR (as applicable), and any applicable national implementing laws, regulations and secondary legislation, relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, as applicable.
"Business Purposes"	means for the purposes of providing the Services and for any other purpose specifically identified in Appendix A.
"Controller"	has the meaning given in the GDPR.
"Customer Personal Data"	means Personal Data controlled by the Customer and processed by Equimetrics for and on behalf of Equimetrics in the provision of the Services.
"Data Subject"	means an individual who is the subject of Personal Data.
"Effective Date"	means the effective date of the Main Agreement.
"Main Agreement"	means the agreement entered between Equimetrics and the Customer for the provision of certain products and services by Equimetrics to the Customer, which may require Equimetrics to process Customer Personal Data for and on behalf of the Customer.
"Personal Data"	has the meaning given under the GDPR.

"Personal Data Breach"	Data	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise processed.
"Processing, processes and process"	and	means either any activity that involves the use of Personal Data or as the GDPR may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.
"Processor"		has the meaning given in the GDPR.
"Services"		has the meaning given in the Main Agreement.
"Standard Contractual Clauses" or "SCCs"	or	means the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors in a Third Country as set out in the Annex to Commission Decision 2021/914/EU.
"Third Country"		means all states that are not members of the European Economic Area (" EEA ") or which have not been recognised by the European Commission as providing an adequate level of protection for Personal Data.

- 1.2 This Addendum is subject to the terms of the Main Agreement and is incorporated into the Main Agreement. Interpretations and defined terms set forth in the Main Agreement apply to the interpretation of this Addendum.
- 1.3 The Annexes form part of this Addendum and will have effect as if set out in full in the body of this Addendum. Any reference to this Addendum includes the Annexes.
- 1.4 A reference to writing or written includes email.
- 1.5 In the case of conflict or ambiguity between:
- 1.5.1 any provision contained in the body of this Addendum and any provision contained in the Annexes, the provision in the body of this Addendum will prevail;
 - 1.5.2 the terms of any accompanying invoice or other documents annexed to this Addendum and any provision contained in the Annexes, the provision contained in the Annexes will prevail; and
 - 1.5.3 any of the provisions of this Addendum and the provisions of the Main Agreement, the provisions of this Addendum will prevail (to the extent the conflict or ambiguity relates to the Customer Personal Data).

2. ROLES AND LEGAL COMPLIANCE

- 2.1 Each party will comply with its obligations related to the processing of Customer Personal Data under Applicable Data Protection Legislation.
- 2.2 Equimetrics and the Customer acknowledge that for the purpose of the Applicable Data Protection Legislation, Equimetrics is a Processor of the Customer Personal Data and the Customer is a Controller or Processor (as applicable) of the Customer Personal Data.
- 2.3 The Customer retains control of the Customer Personal Data and remains responsible for its compliance obligations under the Applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to Equimetrics.
- 2.4 If the Customer is a Processor of Customer Personal Data, it warrants on an ongoing basis to Equimetrics that the relevant Controller has authorised the processing of the Customer Personal Data for the Business Purposes and the engagement of Equimetrics as a sub-Processor, and that the instructions provided under or in relation to this Addendum comply in all respects with the instructions of the relevant Controller of the Customer Personal Data.
- 2.5 Appendix A describes the subject matter, duration, nature and purpose of processing and the Customer Personal Data categories and Data Subject types in respect of which Equimetrics may process to fulfil the Business Purposes of the Main Agreement.

3. EQUIMETRICS OBLIGATIONS

- 3.1 Equimetrics will only process the Customer Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's instructions. Equimetrics will not process the Customer Personal Data for any other purpose or in a way that does not comply with this Addendum or Applicable Data Protection Legislation.
- 3.2 Equimetrics will notify the Customer if, in its opinion the Customer's instruction would not comply with the Applicable Data Protection Legislation unless such notice is prohibited by applicable law.
- 3.3 Equimetrics will comply with any Customer request or instruction requiring Equimetrics to amend, transfer, delete or otherwise process the Customer Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 3.4 Equimetrics will maintain the confidentiality of all Customer Personal Data and will not disclose Customer Personal Data to third parties unless the Customer or this Addendum specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires Equimetrics to process or disclose Customer Personal Data, Equimetrics shall first inform the Customer of the legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- 3.5 Equimetrics will reasonably assist the Customer with meeting the Customer's compliance obligations under the Applicable Data Protection Legislation, taking into account the nature of Equimetrics' processing and the information available to Equimetrics, including in relation to Data Subject rights, data protection impact

assessments and reporting to and consulting with supervisory authorities under the Applicable Data Protection Legislation.

- 3.6 Equimetrics will notify the Customer of any changes to Applicable Data Protection Legislation that may adversely affect Equimetrics' performance of the Main Agreement.

4. PERSONNEL

- 4.1 Equimetrics will ensure that all of its employees:

4.1.1 are informed of the confidential nature of the Customer Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Customer Personal Data;

4.1.2 are aware both of Equimetrics' duties and their personal duties and obligations under the Applicable Data Protection Legislation and this Addendum.

5. SECURITY

- 5.1 Equimetrics shall implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Customer Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Customer Personal Data including, but not limited to, the security measures set out in Appendix A.

6. PERSONAL DATA BREACH

- 6.1 Equimetrics will promptly and without undue delay notify the Customer if any Customer Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable.

- 6.2 Equimetrics will without undue delay notify the Customer if it becomes aware of:

6.2.1 any accidental, unauthorised or unlawful processing of the Customer Personal Data; or

6.2.2 any Personal Data Breach.

- 6.3 Where Equimetrics becomes aware of the incidents contemplated by clause 6.2.1 and/or clause 6.2.2 above, it shall, without undue delay, also provide the Customer with the following information:

6.3.1 description of the nature of the incidents, including the categories and approximate number of both Data Subjects and Customer Personal Data records concerned;

6.3.2 the likely consequences; and

6.3.3 description of the measures taken, or proposed to be taken to address (a) and/or (b), including measures to mitigate its possible adverse effects.

- 6.4 As soon as possible after becoming aware of any unauthorised or unlawful Customer Personal Data processing or Personal Data Breach, the parties will co-ordinate with

each other to investigate the matter. Equimetrics will reasonably co-operate with the Customer in the Customer's handling of the matter, including:

- 6.4.1 assisting with any investigation;
 - 6.4.2 providing the Customer with physical access to any facilities and operations affected;
 - 6.4.3 facilitating interviews with Equimetrics' employees, former employees and others involved in the matter;
 - 6.4.4 making available all relevant records, logs, files, data reporting and other materials required to comply with all Applicable Data Protection Legislation or as otherwise reasonably required by the Customer; and
 - 6.4.5 taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Customer Personal Data processing.
- 6.5 Equimetrics will not inform any third party of any Personal Data Breach without first obtaining the Customer's prior written consent, except when required to do so by law.

7. USE OF CUSTOMER PERSONAL DATA

- 7.1 The Customer acknowledges and agrees that Equimetrics may create, retain, use and share anonymised and aggregated Customer Personal Data generated by or for Equimetrics in relation to the Customer's use of the Services, for Equimetrics legitimate business purposes.
- 7.2 The Customer acknowledges and agrees that where the Customer has opted to subscribe to a shared account which allows a number of authorised users within its clinic to use the Services, the Customer Personal Data used and stored on the Customer's shared account by the Customer and/or its authorised users may be accessible to all authorised users of that shared account, except and to the extent any account user restrictions are agreed with Equimetrics and implemented.

8. TRANSFERS OF CUSTOMER PERSONAL DATA (GDPR)

- 8.1 To the extent relating to EU Customer Personal Data and for the purposes of the GDPR, Equimetrics (or any subcontractor or authorised sub-processor) must not transfer to or otherwise process Customer Personal Data to a Third Country without obtaining the Customer's prior written consent. Those transfers approved by the Customer as at the date of this Addendum are set out in Appendix A.
- 8.2 Where such consent is granted, Equimetrics may only process, or permit the processing, of Customer Personal Data in a Third Country under the following conditions:
- 8.2.1 Equimetrics participates in a valid cross-border transfer mechanism under the Applicable Data Protection Legislation, such as the SCCs and any addendum to the SCCs as may be required by the GDPR (if applicable), so that Equimetrics (and, where appropriate, the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the GDPR; and

8.2.2 the transfer otherwise complies with the Applicable Data Protection Legislation.

9. COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD PARTY RIGHTS

9.1 Equimetrics will implement such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

9.1.1 the rights of Data Subjects under the Applicable Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of Customer Personal Data, and restrict the processing of Customer Personal Data; and

9.1.2 information or assessment notices served on the Customer by any supervisory authority under the Applicable Data Protection Legislation.

9.2 Equimetrics will notify the Customer without undue delay if it receives any complaint, notice, request or communication that relates directly or indirectly to the processing of the Customer Personal Data or to either party's compliance with the Applicable Data Protection Legislation and will provide such reasonable assistance as the Customer may require to respond to such complaint, notice, request or communication.

9.3 Equimetrics shall not disclose Customer Personal Data to any Data Subject or to a third party other than at the Customer's request or instruction, as provided for in this Addendum or as required by applicable law.

10. TERM

10.1 This Addendum will remain in full force and effect so long as the Main Agreement remains in effect ("**Term**").

10.2 Any provision of this Addendum that expressly or by implication should come into or continue in force on or after termination of the Main Agreement in order to protect Customer Personal Data will remain in full force and effect.

11. DATA RETURN AND DESTRUCTION ON TERMINATION OR EXPIRY

11.1 At the Customer's request, Equimetrics will give the Customer a copy of or access to all or part of the Customer's Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.

11.2 On termination or expiration of the Main Agreement, Equimetrics will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any Customer Personal Data related to this Addendum in its possession or control, except to the extent permitted by applicable law.

12. RECORDS

12.1 Equimetrics will keep detailed, accurate and up-to-date written records regarding any processing of Customer Personal Data it carries out for the Customer, including but not limited to, the access, control and security of the Customer Personal Data, approved subcontractors and affiliates, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards,

and a general description of the technical and organisational security measures referred to in clause 5.1 ("**Records**").

- 12.2 Equimetrics will ensure that the Records are sufficient to enable the Customer to verify Equimetrics' compliance with its obligations under this Addendum and Equimetrics will provide the Customer with copies of the Records upon request.

13. AUDIT

- 13.1 During the Term, Equimetrics will permit the Customer and its third-party representatives to audit Equimetrics' compliance with its obligations under this Addendum on at least 21 days' prior written notice. Equimetrics will give the Customer and its third-party representatives all reasonable assistance in relation to the conduct of such audit.

14. MISCELLANEOUS

- 14.1 All other provisions, including the applicable liability and limitation of liability provisions, notices and governing law, as agreed under the Main Agreement shall apply.

APPENDIX A
Personal Data Processing Purposes and Details

Subject matter of Processing:	Equimetrics' provision of the Services to the Customer.
Duration of Processing:	For the duration of the Main Agreement (unless otherwise required by applicable law).
Nature of Processing and Business Purpose:	For the provision of the Services in accordance with the Main Agreement.
Personal Data Categories:	Identity data, including name, address, email address, telephone number, online identifiers, Internet Protocol address, account name; commercial information including records and history of Equimetrics' products or services purchased.
Data Subject Types:	Customers, customers' authorised users and clients.
Approved Transfers/Sub-Processors (by location):	<p>Equimetrics engages the following third-party providers as sub-processors and shares certain Personal Data, with them for the following purposes:</p> <ol style="list-style-type: none"> 1. Mailgun, an email provider. To send automated / system generated emails we share the recipient names and email addresses with Mailgun. These are service-related communications or service updates. 2. Stripe, a payment processor. To process payments for hardware and subscriptions we share the Company name, postal address and the personal name and email address of the customer finance contact. Once we have done this, the customer finance contact then shares their payment card details directly with Stripe. 3. Google Analytics, a web analytics tool. We use Google Analytics to track users and their performance on our web products. This tool will record user IP Addresses and from this they may deduce your general location. <p>All of the above third-party providers use datacentres based in the European Union.</p>

<p>Equimetrics technical and organisational measures:</p>	<p>To help ensure the security of our customers' data, we implement several robust technical measures. All data is hosted in the cloud, using industry-leading providers such as AWS, Google Cloud, and MongoDB, with strict adherence to data residency requirements, ensuring that all data is stored exclusively within the European Union.</p> <p>We employ secure transport methods, including TLS 1.2 and above, for all data transmissions to help protect against unauthorised access during transit.</p> <p>Data is regularly backed up offsite, with backups secured in transit and encrypted on disk to further enhance protection.</p> <p>Additionally, personal data is secured in a separate database from product usage data, ensuring an extra layer of security and data management integrity.</p> <p>These measures, combined with our commitment to the highest standards of data security, help safeguard our customers' information against potential threats.</p>
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