

Zed Data Processing Addendum

This Data Processing Addendum forms part of the Agreement (defined below) by and between the customer as identified in the Agreement (**Customer**) the relevant Zed entity as identified in the Agreement (**Zed**) and applies to the Processing of Personal Data by Zed and its Sub-processors in connection with the Software and Services. The obligations of the parties in this DPA with respect to the Processing of Personal Data are in addition to those set out in the Agreement.

1 Definitions

Capitalised terms used, but not defined, in this DPA have the meanings given to them in the Agreement.

Agreement means the agreement consisting of the Subscription Agreement, Order and any relevant SOW between Zed and the Customer.

CCPA refers to the California Civil Code sections 1798.100 – 1798.199 (2020), the California Consumer Privacy Act;

Controller means the entity which determines the purposes and means of the Processing of Personal Data.

Customer Personal Data means the Personal Data specified in Schedule 1 (Details of Processing).

Data Processing Addendum or **DPA** means this Data Processing Addendum.

Data Subject has the meaning given to such term (or analogous term) in the applicable Privacy Laws.

Model Clauses means, as relevant, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

Personal Data has the meaning given to such term (or analogous term) in the applicable Privacy Laws.

Privacy Laws means (a) the General Data Protection Regulation 2016/679 (the "**GDPR**"); (b) the Privacy and Electronic Communications Directive 2002/58/EC ("**Swiss DPA**"); (c) the UK Data Protection Act 2018 ("**UK DPA**"), the UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, and the Privacy and Electronic Communications Regulations 2003; (d) the CCPA; and (e) any relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument which implements any of the above or which otherwise relates to data protection, privacy or the use of Personal Data, in each case as applicable and in force from time to time, and as amended, consolidated, re-enacted or replaced from time to time;

Process, Processed or **Processing** has the meaning given to such term (or analogous term) in the applicable Privacy Laws.

Processor means the entity which Processes Personal Data on behalf of the Controller.

Services means those services described in the Agreement.

Sub-processor means any third party engaged by Zed or its Affiliates to Process any Customer Personal Data under the Agreement, including this DPA.

Third Country means (i) in relation to Personal Data transfers from the European Economic Area (“EEA”), any country outside of the scope of the data protection laws of the EEA, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time; and (ii) in relation to Personal Data transfers from the UK, any country outside of the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time to time.

UK Addendum means the International Data Transfer Addendum (version B1.0) issued by the Information Commissioner’s Office under s119(A) of the UK DPA, as may be amended, superseded or replaced from time to time.

User means an end user of the Software or Services.

2 Roles

- (a) Customer is the Controller, and Zed the Processor, of the Customer Personal Data.
- (b) For the purposes of this section 2, “service provider,” “commercial purpose,” “collects,” and “sell” shall have the meanings given to them in the CCPA, and any reference to the “business purpose” shall mean the provision of Software and Services performed under the Agreement.
- (c) Zed shall act as a service provider for Customer, pursuant to which the parties agree that all Customer Personal Data is disclosed to Zed for the business purpose and its use or sharing by Customer with Zed is necessary to perform such business purpose.
- (d) Customer and Zed agree that the use or sharing of Customer Personal Data by Customer with Zed is not intended to constitute “selling” of Personal Data.

3 Processing

3.1 Details of processing

- (a) Zed must Process the Customer Personal Data only as:
 - (i) contemplated by the Agreement;
 - (ii) instructed by Customer or Users provided that such instructions are documented and consistent with the Agreement and applicable Privacy Laws; or
 - (iii) required by applicable Privacy Laws.
- (b) Schedule 1 sets out further detail on Zed’s Processing of the Customer Personal Data.

3.2 Customer instruction

Customer hereby instructs Zed to Process the Customer Personal Data in accordance with the Agreement, including this DPA.

3.3 Confidentiality

- (a) The confidentiality obligations in the Agreement apply to the Customer Personal Data.
- (b) Zed must ensure that its Sub-processors and Personnel who Process the Customer Personal Data are subject to contractual, professional or statutory obligations of confidence.

4 Sub-processors

4.1 Existing Sub-processors

Customer hereby grants Zed general written authorisation to engage the Sub-processors set out at https://zedtechnologies.com.au/docs/sub_processors to Process the Customer Personal Data on Zed's behalf.

4.2 New Sub-processors

- (a) Zed must update the list of Sub-processors at https://zedtechnologies.com.au/docs/sub_processors at least 30 days prior to the engagement of any new Sub-processor, including by setting out details of the Processing and location of Processing by the new Sub-processor during which the Customer can object to the appointment or replacement. If Customer does not object, Zed may proceed with the appointment or replacement.
- (b) If Customer notifies Zed in writing that Customer objects to the engagement of the new Sub-processor within 30 days of Zed's updating of the list of Sub-processors under section 4.2(a), then:
 - (i) Zed must use reasonable endeavours to address Customer's concern; and
 - (ii) if Zed is unable to address Customer's concern within 30 days following the date of Customer's written objection, Customer may terminate the Agreement (including this DPA) with immediate effect by giving Zed written notice.

4.3 Sub-processor terms

Zed must ensure that each Sub-processor:

- (a) is capable of Processing the Customer Personal Data in accordance with the Agreement, including this DPA;
- (b) only accesses and uses the Customer Personal Data as necessary to perform Zed's obligations under the Agreement; and
- (c) is bound by a written agreement imposing data protection terms that require the Sub-Processor to protect the Customer Personal Data to the standard required by applicable Privacy Law and which is no less protective of the Customer Personal Data than the terms of this DPA (including the Model Clauses where applicable).

4.4 Liability for Sub-processors

Zed remains liable for each act and omission of its Sub-processors in Processing the Customer Personal Data as though it were an act or omission of Zed.

5 Security of Processing

- (a) Zed implements and maintains appropriate technical and organisational security measures to protect the Customer Personal Data as required by the Privacy Laws, including the security measures set out in Schedule 2.
- (b) Customer agrees that the measures set out in Schedule 2 are sufficient to meet the technical and organisational security measures required by applicable Privacy Laws.

6 Personal Data transfers

6.1 Regions

- (a) Zed hosts the Software and Services from, may transfer the Customer Personal Data to and Process the Customer Personal Data from, servers, infrastructure and premises located in Australia, Singapore and Ireland (**Regions**).
- (b) Zed will not transfer the Customer Personal Data from these Regions except:
 - (i) on the documented instructions of Customer; or
 - (ii) as required by applicable Law, in which case Zed will to the extent permitted by applicable Law, inform Customer of that legal requirement before transferring the Customer Personal Data.

6.2 Model Clauses

- (a) The Model Clauses apply to Customer Personal Data that is transferred from the European Economic Area, Switzerland or United Kingdom to a Third Country, either directly or via onward transfer, as specified in this section 6.2 of the DPA.
- (b) In relation to transfers of Customer Personal Data from the European Economic Area to a Third Country, for the purposes of the Model Clauses:
 - (i) Customer is the “data exporter”;
 - (ii) Zed is the “data importer”;
 - (iii) Module Two and Module Three will apply (as applicable);
 - (iv) in clause 7, the optional docking clause will not apply;
 - (v) in clause 9, Option 2 will apply and the time period for prior notice of sub-processor changes will be as set out as in section 4.2 of this DPA;
 - (vi) in clause 11, the optional language will not apply;
 - (vii) in clause 17, Option 1 will apply, and the Model Clauses will be governed by the laws of Ireland;
 - (viii) in clause 18(b), disputes will be resolved by the courts of Ireland; and
 - (ix) Schedules 1 and 2 of this DPA apply for the purposes of Annex I and Annex II respectively of the Model Clauses.
- (c) In relation to transfers of Customer Personal Information from the United Kingdom to a Third Country, the Model Clauses: (i) apply as completed in accordance with subsection (b) above; and (ii) are deemed amended as specified by the UK Addendum, which is deemed executed by the parties and incorporated into and forming an integral part of this DPA. In addition, Tables 1 to 3 in Part 1 of the UK Addendum is deemed completed respectively with the information set out in section 4 of this DPA, as well as Schedule 1 and 2 of this DPA; and Table 4 in Part 1 of the UK Addendum is deemed completed by selecting “neither party”. Any conflict between the terms of the Model Clauses and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

- (d) In relation to transfers of personal information protected by the Swiss DPA, the Model Clauses will also apply in accordance with subsection (b) above, with the following modifications:
- (i) any references in the Model Clauses to “Directive 95/46/EC” or “Regulation (EU) 2016/679” will be interpreted as references to the Swiss DPA, and references to specific Articles of “Regulation (EU) 2016/679” will be replaced with the equivalent article or section of the Swiss DPA;
 - (ii) references to “EU”, “Union”, “Member State” and “Member State law” will be interpreted as references to Switzerland and Swiss law, as the case may be, and will not be interpreted in such a way as to exclude data subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with clause 18(c) of the Model Clauses;
 - (iii) clause 13 of the Model Clauses and Part C of Annex I are modified to provide that the Federal Data Protection and Information Commissioner of Switzerland (**FDPIC**) will have authority over data transfers governed by the Swiss DPA. Subject to the foregoing, all other requirements of clause 13 of the Model clauses will be observed;
 - (iv) references to “competent supervisory authority” and “competent courts” will be interpreted as references to the FDPIC and competent courts as specified in section 12 of this DPA;
 - (v) in clause 17, the Model Clauses will be governed by the laws of Switzerland;
 - (vi) in clause 18(b), disputes will be resolved by the courts of Switzerland; and
 - (vii) Schedules 1 and 2 of this DPA apply for the purposes of Annex I and Annex II respectively of the Model Clauses.
- (e) To avoid any doubt, the Model Clauses will not apply to transfers of Customer Personal Data originating from Australia, the USA or any other location outside the European Economic Area, UK and Switzerland.
- (f) If the Model Clauses apply, nothing in this section varies or limits the Model Clauses.

7 Data Breaches and Data Subject requests

7.1 Data Breaches

In the event of a Data Breach affecting the Customer Personal Data, Zed must:

- (a) notify Customer without undue delay and use its best endeavours to do so within 48 hours of becoming aware of the Data Breach; and
- (b) otherwise comply with its obligations under clause 5 (Customer Material) of the Agreement to assist Customer to investigate, assess, mitigate, remedy and notify the Data Breach as required by applicable Privacy Laws.

7.2 Data Subject requests

- (a) If Zed or its Sub-Processors receive a request from a Data Subject in respect of the Customer Personal Data under Privacy Laws (including the exercise of Data Subject rights), Zed must:
 - (i) promptly forward the request to Customer; and

- (ii) not, and use best endeavours to procure Sub-processors do not, respond to that request except:
 - (A) on the documented instructions of Customer; or
 - (B) as required by applicable Law, in which case Zed will, to the extent permitted by applicable Laws, inform Customer of that legal requirement before responding to the request.
- (b) Zed must (at Customer's cost) provide information, cooperation and assistance reasonably required by the Customer to enable Customer to comply with obligations which arise as a result of a Data Subject request in respect of the Personal Data.

7.3 Law enforcement requests

If Zed or its Sub-Processors receive a request from a law enforcement agency (e.g. a subpoena or court order) that relates to Customer Personal Data, Zed will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, Zed may provide Customer's contact information to the law enforcement agency. If compelled to disclose Customer Personal Data to a law enforcement agency, then Zed will try to give Customer reasonable notice of the demand to the extent Zed is legally permitted to do so.

8 Customer obligations

- (a) Customer warrants that:
 - (i) Laws applicable to Customer do not prevent Zed from fulfilling the instructions received from Customer and performing Zed's obligations under the Agreement and this DPA; and
 - (ii) Customer has complied and continues to comply with applicable Privacy Laws, in particular that it has obtained any necessary consents, undertaken all necessary assessments, and given any necessary notices, and otherwise has a legitimate ground to disclose the Customer Personal Data to Zed and enable the Processing of the Customer Personal Data by Zed as contemplated by the Agreement and this DPA.
- (b) Customer agrees that it will jointly and severally together with any other Controller of any Customer Personal Data, indemnify and hold harmless Zed on demand from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Zed arising directly or indirectly from a breach of this section 8 or applicable Privacy Laws by Customer.

9 Certifications and Audits

9.1 Certifications

- (a) On Customer's written request, Zed must provide such documents and information as may be necessary to demonstrate its compliance with this DPA, which may include:
 - (i) ISO 27001 certification documents; and
 - (ii) third party security audit reports,
 - (iii) of Zed or its Sub-processors. All such documents and information are the Confidential Information of Zed for the purposes of clause 6 (Confidentiality) of the Agreement.

- (b) On Customer's written request and at Customer's cost, Zed must provide reasonable information, cooperation and assistance reasonably requested by Customer to fulfil its obligation to conduct privacy impact assessments under applicable Privacy Laws.

9.2 Customer audits

- (a) Customer must exercise any right it has to conduct an audit of the Processing of the Customer Personal Data (including under the Model Clauses) by instructing Zed to provide the documents and information referred to in section 9.1.
- (b) If Customer wishes to change the instruction referred to in section 9.1, Customer must notify Zed in writing. If Zed declines to follow any instruction requested by Customer regarding an audit, Customer may terminate the Agreement (including the DPA) with immediate effect by providing notice in writing to Zed.
- (c) If the Model Clauses apply, nothing in this section varies or limits the Model Clauses.

10 Return and deletion of Customer Personal Data

10.1 Termination

Upon Customer's written request or termination of the Agreement, Zed must destroy or permit Customer to retrieve for a period of up to 30 days all Customer Personal Data that remains in the possession of Zed or its Sub-processors, subject to section 10.2.

10.2 Retention required by Law

Zed may retain and continue to Process the Customer Personal Data following Customer's request or termination of the Agreement, only to the extent and for such period as is required by applicable Laws.

11 Changes in Privacy Laws

Customer and Zed shall negotiate in good faith modifications to this DPA if changes are required for Zed to continue to Process the Customer Personal Data in compliance with the Privacy Laws or to address the legal interpretation of the Privacy Laws, including: (i) to comply with the GDPR or any national legislation implementing it, or the UK General Data Protection Regulation or the UK DPA, and any guidance on the interpretation of any of their respective provisions; (ii) any mechanisms or findings of adequacy are invalidated or amended, or (iii) if changes to the membership status of a country in the European Union or the European Economic Area require such modification.

12 General

- (a) To avoid any doubt, this DPA forms part of the Agreement and clause 10 (Miscellaneous) of the Agreement applies to this DPA accordingly.
- (b) Customer and Zed agree that this DPA replaces and supersedes any existing DPA the parties may have previously entered into in connection with the Software and Services.
- (c) Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect.
- (d) Notwithstanding anything to the contrary in the Agreement or this DPA, the liability of each party and each party's affiliates under this DPA is subject to the exclusions and limitations of liability set out in the Agreement.

- (e) This DPA will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by the applicable Privacy Laws.
- (f) This DPA and the Model Clauses will terminate simultaneously and automatically upon deletion by Zed, in accordance with section 10 of this DPA, of the Customer Personal Data processed on behalf of the Customer.

Schedule 1 – Details of Processing

This Schedule 1 includes certain details of the Processing of Personal Data:

1 Subject matter and duration of Processing

The subject matter and duration of Processing of Personal Data are set out in the Agreement, including this DPA.

2 Nature and purpose of the Processing

Collecting, storing, copying, using, otherwise Processing the Personal Data for the following purposes:

- (a) providing the Software and Services;
- (b) account management;
- (c) support and maintenance;
- (d) information and database administration;
- (e) marketing, market research and Customer engagement;
- (f) conducting data analyses and creating aggregate and anonymised data sets;
- (g) risk management and quality control; and
- (h) other purposes described in Zed’s privacy policy.

3 Types of Personal Data

Data relevant to the client relationship with an individual, including:

- (a) full name (first, last and middle name, where applicable);
- (b) personal contact information (for example, phone number, email address, mailing address);
- (c) business contact information (for example, phone number, email address, fax number, mailing address);
- (d) log-in and account details;
- (e) information uploaded, transmitted or shared through the Software and Services (including feedback and information about a User’s health and diagnostic imaging);
- (f) technical ID data (such as IP addresses);
- (g) usage data; and
- (h) other types of Personal Data described in Zed’s privacy policy.

4 Data Subjects

Customer, its Users and other individuals, including:

- (a) Personnel of Customer, which include doctors or clinicians;
- (b) individuals who are the subject of Customer Personal Data uploaded to the Software or Services by Customer or Users; and

- (c) other individuals who access and use the Software or Services through Customer's account.

Schedule 2 – Technical and organisational security measures

1 Information Security Program

- (a) All Zed Software and associated Services that are not provided on-premises are hosted on Microsoft Azure (**Azure**). This allows Zed to leverage Azure's expertise and investment in physical, network and logical security practices of the leading cloud platform.
- (b) Zed's Software is designed so that cloud-hosted services are not available to the public internet unless there is a requirement to do so, minimising the ability for malicious third-parties to access those services.
- (c) Separate Azure environments are used for development, test and production systems.
- (d) Access to the Azure environments is strictly limited to Personnel of Zed who must have access and all access to protected by Multi-Factor Authentication (**MFA**). Direct access to systems is not possible by other than super-users.
- (e) Zed conducts reviews with Azure to validate any significant architectural change to ensure we are meeting best practices for, in particular, security, scalability and performance of the Zed software and applications on the Azure platform.

2 Physical Security

Access to Zed premises requires an individually coded electronic identification device to enter. These premises are protected by an additional external security door that is locked after hours.

3 Logical Security

- (a) Zed follows secure application development practices aligned with industry standards including establishing security requirements in the design phase, secure repositories and version control.
- (b) All data transfers between Customer and Zed are encrypted and data is encrypted at-rest in the database.

Schedule 3: Sub-processors

The list of Sub-processors approved by Customer as at commencement of the Agreement are set out at https://zedtechnologies.com.au/docs/sub_processors

Zed may also use one or more of its Affiliates as Sub-processors (depending upon Customer's location).