DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") forms part of the agreement between:

a. Patra Corporation ("**Patra**" or "**Provider**") and Customer, where Customer subscribes to Patra's stand-alone Software-as-a Service ("**SaaS**") platform powered by proprietary artificial intelligence; and/or
b. Patra and Client, whereby Patra delivers services under a separate Master Services Agreement ("**MSA**"), which may include using the SaaS platform in the course of providing such services.

The term "**Agreement**" shall mean the applicable agreement between the parties. Unless otherwise defined in this DPA, all defined terms in the DPA shall have the meaning given to such term in the applicable Agreement.

2. DEFINITIONS

a. For the purposes of this DPA, the terms "**controller**, "**data subject**," "**processing**," "**processor**," "**service provider**," "**supervisory authority**," and "**Personal Data breach**" shall have the meanings ascribed to them in the California Consumer Privacy Act of 2018 ("**CCPA**") as amended by the California Privacy Rights Act ("**CPRA**"), or other applicable data protection laws, regardless of whether the CCPA, or CPRA explicitly applies to the processing hereunder.
b. "**AI Tool**" means Patra's proprietary artificial intelligence and machine learning system.
c. "**AI Training Purposes**" means the use of Personal Data to develop, improve, and train Patra's AI Tool, subject to the limitations and business purposes stated in this DPA.
d. "**Applicable Data Protection Laws**" means all laws, regulations, and other legal requirements relating to privacy, data protection, and the processing of Personal Data that are applicable to the Services provided under the Agreement, including, without limitation, CCPA/CPRA, and similar state, federal, and international laws.
e. "**Customer**" shall mean the party who receives Services from Patra under the Agreement.
f. "**Customer Data**" shall have the definition of Customer Data or Client Information as defined in the applicable Agreement.
g. "**Personal Data**" means any information relating to an identified or identifiable natural person.
h. "**Services**" means the SaaS product provided under the SaaS agreement between Patra and Customer; or the services provided under an MSA between Patra and Client.

3. SCOPE & APPLICABILITY

This DPA applies to Patra's processing of Personal Data of Customer's customers and other data subjects arising from the use of Patra's Services as authorized by the Agreement.

4. ROLES OF THE PARTIES

a. The parties acknowledge and agree that, for the purpose of Applicable Data Protection Laws, Customer is the "**Controller"** of the Customer Data and Patra is the "**Processor"** of the Customer Data.
b. Patra shall process Customer Data for the purposes as set forth in the Agreement and this DPA, unless required to do so by applicable law to which Patra is subject. In such a case, Patra shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

5. **DETAILS OF PROCESSING**
   a. Matter and Duration of Processing: The subject matter of the processing is the Customer Data. The processing shall be for the duration of the Agreement, unless otherwise agreed in writing.
      i. Nature and Purpose of Processing**:** The nature and purpose of the processing is to provide the Services and perform the duties and obligations as described in the Agreement, including performing necessary technical operations, such as data storage, backup, and retrieval, to support the Services and developing and improving Patra's Services. Furthermore, to the extent Services include Customer's or Patra's use of Patra's AI Tool shall also include:
         1. Ingesting and analyzing insurance documents uploaded by Customer to the Service.
         2. Comparing commercial insurance policies, quotes and other documents as requested by Customer.
         3. Generating outputs and insights based on the comparisons for Customer's internal use.
         4. Developing and improving Patra's AI Tool, provided that such development and improvement activities are conducted (A) as authorized in the Agreement, or (B) using anonymized or de-identified data, or (C) in a manner that does not involve the processing of Personal Data for purposes other than those specified by Customer in the Agreement, this DPA, or allowed by Applicable Data Protection Laws.
   b. Types of Personal Data: The types of Personal Data processed may include, but are not limited to, data contained within insurance policies and quotes, which may include names, addresses, contact information, policy numbers, coverage details, and other information related to insureds and their commercial insurance arrangements. Customer acknowledges and agrees that the specific types of Personal Data depend on the content of the documents uploaded by Customer.
   c. Categories of Data Subjects: The categories of data subjects whose Personal Data may be processed include, but are not limited to, individuals associated with Customer's insureds (e.g., policyholders, employees, beneficiaries, claimants) and other individuals whose Personal Data is contained within the insurance documents provided by Customer.

6. **PATRA'S OBLIGATIONS**

a. Confidentiality: Patra shall ensure that persons authorized to process the Customer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
b. Security of Processing: Patra shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. These measures shall include, but not be limited to:
    i. Data Minimization & Pseudonymization: Efforts to minimize the collection and processing of Personal Data and, where applicable, to pseudonymize data.
    ii. Access Control: Limiting access to Customer Data to authorized personnel only.
    iii. Network and System Security: Measures to protect Patra's cloud storage and underlying infrastructure from unauthorized access, use, disclosure, disruption, modification, or destruction.
    iv. Data Integrity: Measures to ensure the accuracy and completeness of Customer Data.
    v. Availability and Resilience: Measures to ensure the ongoing availability and resilience of processing systems and services.
    vi. Backup and Recovery: Regular backup and recovery procedures for Customer Data.
    vii. Regular Testing: A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
c. Sub-processing: Customer acknowledges and agrees that Patra may engage third-party sub-processors to assist in the provision of the Services. In such instances Patra shall:
    i. Maintain an up-to-date list of its current sub-processors involved in the processing of Customer Data, which shall be made available to Customer upon request.
    ii. Impose on such sub-processors data protection obligations that are no less onerous than those contained in this DPA.
    iii. Subject to any limitations in the Agreement, remain liable to Customer for the performance of the sub-processor's obligations.
d. Assistance to Customer: Taking into account the nature of the processing, Patra shall, insofar as is possible, assist Customer by appropriate technical and organizational measures for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights under Applicable Data Protection Laws. In the event Patra receives a request directly from a data subject, Patra shall promptly inform Customer of such request and shall not respond to the data subject directly without Customer's prior written authorization, unless legally required to do so.
e. Personal Data Breach Notification: Patra shall notify Customer without undue delay upon becoming aware of a Personal Data breach affecting Customer Data, describing the nature of the breach, the categories and approximate number of data subjects concerned, the categories and approximate number of Personal Data records concerned, the likely consequences of the breach, and the measures taken or proposed to be taken by Patra to

address the breach. Patra shall also provide Customer with reasonable assistance in fulfilling Customer's obligations to notify supervisory authorities and data subjects regarding the Personal Data breach under Applicable Data Protection Laws.

f. Deletion or Return of Customer Data: Upon termination or expiration of the Agreement, Patra shall, at Customer's option, either delete or return all Customer Data to Customer, unless Patra is required by applicable law to store the Customer Data. Patra may retain Customer Data in an anonymized or de-identified format for the purpose of improving its AI Tool and Services, provided such retention is in compliance with Applicable Data Protection Laws and does not involve the processing of Personal Data.

g. Information and Audit Rights: Patra shall make available to Customer all information necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer, provided that:
   i. Customer provides reasonable prior written notice to Patra.
   ii. Audits are conducted at Customer's sole expense and occur no more than once in a twelve (12) month period.
   iii. Audits are conducted during Patra's regular business hours and do not unreasonably interfere with Patra's business operations.
   iv. Audits are limited to information and systems directly relevant to the processing of Customer Data under this DPA.
   v. Patra may require the auditor to sign a confidentiality agreement.
   vi. In lieu of Customer conducting an on-site audit, Patra may, at its discretion, provide Customer with relevant audit reports (e.g., SOC 2, ISO 27001) or other documentation demonstrating its compliance.

7. **CUSTOMER'S OBLIGATIONS**
   a. Customer warrants that it has all necessary rights, consents, and permissions to provide the Customer Data to Patra for processing in accordance with the Agreement and this DPA.
   b. Customer shall comply with all Applicable Data Protection Laws in its capacity as Controller of the Customer Data, including, but not limited to, providing appropriate privacy notices to data subjects and obtaining any necessary consents for the processing of Personal Data by Patra.
   c. Customer is responsible for the accuracy, quality, and legality of the Customer Data and the means by which Customer acquired the Customer Data.
   d. Customer shall ensure that its instructions to Patra comply with all Applicable Data Protection Laws.
8. **LIMITATION OF LIABILITY**

   The liability of the parties under this DPA shall be subject to the limitations of liability set forth in the Agreement.
9. **MISCELLANEOUS**
   a. This DPA shall be governed by and construed in accordance with the governing law clause in the Agreement.

b. In the event of a conflict between the provisions of this DPA and the Agreement, the provisions of this DPA shall prevail with regard to data processing obligations.