

Data Processing Addendum

This Data Processing Addendum (“DPA”) supplements the Enterprise License Terms (the “Agreement”) entered into by and between Customer and Kaleidoscope Technologies, Inc. (“Kaleidoscope”) By executing the DPA in accordance with Section 11 herein, Customer enters into this DPA on behalf of itself and, to the extent required under applicable law (defined below), in the name and on behalf of its Affiliates (defined below), if any. This DPA incorporates the terms of the Agreement, and any terms not defined in this DPA shall have the meaning set forth in the Agreement.

1. Definitions

1.1. “Affiliate” means (i) an entity of which a party directly or indirectly owns fifty percent (50%) or more of the stock or other equity interest, (ii) an entity that owns at least fifty percent (50%) or more of the stock or other equity interest of a party, or (iii) an entity which is under common control with a party by having at least fifty percent (50%) or more of the stock or other equity interest of such entity and a party owned by the same person, but such entity shall only be deemed to be an Affiliate so long as such ownership exists.

1.2. “Authorized Sub-Processor” means a third-party who has a need to know or otherwise access Customer’s Personal Data to enable Kaleidoscope to perform its obligations under this DPA or the Agreement, and who is subsequently authorized under Section 4.2 of this DPA.

1.3. “Kaleidoscope Account Data” means personal data that relates to Kaleidoscope’s relationship with Customer, including the names or contact information of individuals authorized by Customer to access its Customer Account (as defined in the applicable Enterprise Services Agreement), and billing information of individuals that Customer has associated with the Customer Account, as well as any Workspaces created under such Customer Account. Kaleidoscope Account Data also includes any data Kaleidoscope may need to collect for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws and regulations.

1.4. “Kaleidoscope Usage Data” means Service usage data collected and processed by Kaleidoscope in connection with the provision of the Services, including without limitation data used to identify the source and destination of a communication, activity logs, and data used to optimize and maintain performance of the Services, and to investigate and prevent system abuse.

1.5. “Data Exporter” means Customer.

1.6. “Data Importer” means Kaleidoscope.

1.7. “Personal Data” means any information that identifies or relates to a particular individual and also includes information within the definition of “personal data,” “personally identifiable information,” “personal information” or other similar term under applicable data privacy laws, rules or regulations.

1.8. “Services” shall have the meaning set forth in the Agreement.

2. Relationship of the Parties; Processing of Data

2.1. The parties acknowledge and agree that with regard to the processing of Personal Data, Customer may act either as a controller or processor and, except as expressly set forth in this DPA or the Agreement, Kaleidoscope is a processor. Customer shall, in its use of the Services, at all times process Personal Data, and provide instructions for the processing of Personal Data, in compliance with applicable law. Customer shall ensure that the processing of Personal Data in accordance with Customer’s instructions will not cause Kaleidoscope to be in breach of applicable law. Customer is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Kaleidoscope by or on behalf of Customer, (ii) the means by which Customer acquired any such Personal Data, and (iii) the instructions it provides to Kaleidoscope regarding the processing of such Personal Data. Customer shall not provide or make available to Kaleidoscope any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services, and shall indemnify Kaleidoscope from all claims and losses in connection therewith. For the avoidance of doubt, any Personal Data that Kaleidoscope receives pursuant to the End User License Agreement shall be subject to the Kaleidoscope's Privacy Policy which can be found at: <https://www.kaleidoscope.bio/terms/privacy> (“Privacy Policy”).

2.2. Kaleidoscope shall not process Personal Data (i) for purposes other than those set forth in the Agreement and/or Exhibit A (below), (ii) in a manner inconsistent with the terms and conditions set forth in this DPA or any other documented instructions provided by Customer; in such a case, the Kaleidoscope shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest, or (iii) in violation of applicable law. Customer hereby instructs Kaleidoscope to process Personal Data in accordance with the foregoing and as part of any processing initiated by Customer in its use of the Services. The subject matter, nature, purpose, and duration of this processing, as well as the types of Personal Data collected and categories of Data Subjects, are described in Exhibit A to this Addendum.

2.3. Following completion of the Services, at Customer's choice, Kaleidoscope shall return or delete Customer's Personal Data, unless further storage of such Personal Data is required or authorized by applicable law. If return or destruction is impracticable or prohibited by law, rule or regulation, Kaleidoscope shall take measures to block such Personal Data from any further processing (except to the extent necessary for its continued hosting or processing required by law, rule or regulation) and shall continue to appropriately protect the Personal Data remaining in its possession, custody, or control.

2.4. CCPA. Except with respect to Kaleidoscope Account Data and Kaleidoscope Usage Data, the parties acknowledge and agree that Kaleidoscope is a service provider for the purposes of the CCPA (to the extent it applies) and is receiving personal information from Customer in order to provide the Services pursuant to the Agreement, which constitutes a business purpose. Kaleidoscope shall not sell any such personal information. Kaleidoscope shall not retain, use or disclose any personal information provided by Customer pursuant to the Agreement except as necessary for the specific purpose of performing the Services for Customer pursuant to the Agreement, or otherwise as set forth in the Agreement or as permitted by the CCPA. The terms "personal information", "service provider", "sale", and "sell" are as defined in Section 1798.140 of the CCPA. Kaleidoscope certifies that it understands the restrictions of this Section 2.5.

3. Confidentiality

Kaleidoscope shall ensure that any person it authorizes to process Personal Data has agreed to protect Personal Data in accordance with Kaleidoscope's confidentiality obligations in the Agreement. Customer agrees that Kaleidoscope may disclose Personal Data to its advisers, auditors or other third parties as reasonably required in connection with the performance of its obligations under this DPA, the Agreement, or the provision of Services to Customer.

4. Authorized Sub-Processors

4.1. Customer acknowledges and agrees that Kaleidoscope may (1) engage its Affiliates and the Authorized Sub-Processors listed on <https://www.kaleidoscope.bio/terms/data-subprocessors> to access and process Personal Data in connection with the Services and (2) from time to time engage additional third parties for the purpose of providing the Services, including without limitation the processing of Personal Data. By way of this DPA, Customer provides general written authorization to Kaleidoscope to engage sub-processors as necessary to perform the Services.

4.2. A list of Kaleidoscope's current Authorized Sub-Processors (the "List") will be made available to Customer, either attached hereto, at a link provided to Customer, via email or through another means made available to Customer. Such List may be updated by Kaleidoscope from time to time. Kaleidoscope may provide a mechanism to subscribe to notifications of new Authorized Sub-Processors and Customer agrees to subscribe to such notifications where available. At least ten (10) days before enabling any third party other than existing Authorized Sub-Processors to access or participate in the processing of Personal Data, Kaleidoscope will add such third party to the List and notify Customer via email. Customer may object to such an engagement by informing Kaleidoscope within ten (10) days of receipt of the aforementioned notice by Customer, provided such objection is in writing and based on reasonable grounds relating to data protection. Customer acknowledges that certain sub-processors are essential to providing the Services and that objecting to the use of a sub-processor may prevent Kaleidoscope from offering the Services to Customer.

4.3. If Customer reasonably objects to an engagement in accordance with Section 4.2, and Kaleidoscope cannot provide a commercially reasonable alternative within a reasonable period of time, Customer may

discontinue the use of the affected Service by providing written notice to Kaleidoscope. Discontinuation shall not relieve Customer of any fees owed to Kaleidoscope under the Agreement.

4.4. If Customer does not object to the engagement of a third party in accordance with Section 4.2 within ten (10) days of notice by Kaleidoscope, that third party will be deemed an Authorized Sub-Processor for the purposes of this DPA.

4.5. Kaleidoscope will enter into a written agreement with the Authorized Sub-Processor imposing on the Authorized Sub-Processor data protection obligations comparable to those imposed on Kaleidoscope under this DPA with respect to the protection of Personal Data. In case an Authorized Sub-Processor fails to fulfill its data protection obligations under such written agreement with Kaleidoscope, Kaleidoscope will remain liable to Customer for the performance of the Authorized Sub-Processor's obligations under such agreement.

5. Security of Personal Data.

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, Kaleidoscope shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing Personal Data.

6. Transfers of Personal Data

6.1. Customer acknowledges that Kaleidoscope's primary processing operations take place in the United States, and that the transfer of Customer's Personal Data to the United States is necessary for the provision of the Services to Customer. If Kaleidoscope transfers Personal Data protected under this DPA to a jurisdiction for which the European Commission has not issued an adequacy decision, Kaleidoscope will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with Applicable law.

7. Rights of Data Subjects

7.1. Kaleidoscope shall, to the extent permitted by law, notify Customer upon receipt of a request by a Data Subject to exercise the Data Subject's right of: access, rectification, erasure, data portability, restriction or cessation of processing, withdrawal of consent to processing, and/or objection to being subject to processing that constitutes automated decision-making (such requests individually and collectively "Data Subject Request(s)"). If Kaleidoscope receives a Data Subject Request in relation to Customer's data, Kaleidoscope will advise the Data Subject to submit their request to Customer and Customer will be responsible for responding to such request, including, where necessary, by using the functionality of the Services. Customer is solely responsible for ensuring that Data Subject Requests for erasure, restriction or cessation of processing, or withdrawal of consent to processing of any Personal Data are communicated to Kaleidoscope, and, if applicable, for ensuring that a record of consent to processing is maintained with respect to each Data Subject.

7.2. Kaleidoscope shall, at the request of the Customer, and taking into account the nature of the processing applicable to any Data Subject Request, apply appropriate technical and organizational measures to assist Customer in complying with Customer's obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, *provided that* (i) Customer is itself unable to respond without Kaleidoscope's assistance and (ii) Kaleidoscope is able to do so in accordance with all applicable laws, rules, and regulations. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Kaleidoscope.

8. Actions and Access Requests; Audits

8.1. Kaleidoscope shall, taking into account the nature of the processing and the information available to Kaleidoscope, provide Customer with reasonable cooperation and assistance where necessary for Customer to comply with its obligations under applicable law to conduct a data protection impact assessment and/or to demonstrate such compliance, *provided that* Customer does not otherwise have access to the relevant

information. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Kaleidoscope.

8.2. Kaleidoscope shall, taking into account the nature of the processing and the information available to Kaleidoscope, provide Customer with reasonable cooperation and assistance with respect to Customer's cooperation and/or prior consultation with any Supervisory Authority, where necessary and where required by applicable law. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Kaleidoscope.

8.3. Kaleidoscope shall maintain records sufficient to demonstrate its compliance with its obligations under this DPA, and retain such records for a period of three (3) years after the termination of the Agreement. Customer shall, with reasonable notice to Kaleidoscope, have the right to review, audit and copy such records at Kaleidoscope's offices during regular business hours.

8.4. Upon Customer's written request at reasonable intervals, and subject to reasonable confidentiality controls, Kaleidoscope shall, either (i) make available for Customer's review copies of certifications or reports demonstrating Kaleidoscope's compliance with prevailing data security standards applicable to the processing of Customer's Personal Data, or (ii) if the provision of reports or certifications pursuant to (i) is not reasonably sufficient under applicable law, allow Customer's independent third party representative to conduct an audit or inspection of Kaleidoscope's data security infrastructure and procedures that is sufficient to demonstrate Kaleidoscope's compliance with its obligations under applicable law, provided that (a) Customer provides reasonable prior written notice of any such request for an audit and such inspection shall not be unreasonably disruptive to Kaleidoscope's business; (b) such audit shall only be performed during business hours and occur no more than once per calendar year; and (c) such audit shall be restricted to data relevant to Customer. Customer shall be responsible for the costs of any such audits or inspections, including without limitation a reimbursement to Kaleidoscope for any time expended for on-site audits.

8.5. Kaleidoscope shall immediately notify Customer if an instruction, in the Kaleidoscope's opinion, infringes applicable law or Supervisory Authority.

8.6. In the event of a Personal Data Breach, Kaleidoscope shall, without undue delay, inform Customer of the Personal Data Breach and take such steps as Kaleidoscope in its sole discretion deems necessary and reasonable to remediate such violation (to the extent that remediation is within Kaleidoscope's reasonable control).

8.7. In the event of a Personal Data Breach, Kaleidoscope shall, taking into account the nature of the processing and the information available to Kaleidoscope, provide Customer with reasonable cooperation and assistance necessary for Customer to comply with its obligations under applicable law with respect to notifying (i) the relevant Supervisory Authority and (ii) Data Subjects affected by such Personal Data Breach without undue delay.

8.8. The obligations described in Sections 8.6 and 8.7 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Customer. Kaleidoscope's obligation to report or respond to a Personal Data Breach under Sections 8.6 and 8.7 will not be construed as an acknowledgement by Kaleidoscope of any fault or liability with respect to the Personal Data Breach.

- 9. Kaleidoscope's Role as a Controller.** The parties acknowledge and agree that with respect to Kaleidoscope Account Data and Kaleidoscope Usage Data, Kaleidoscope is an independent controller, not a joint controller with Customer. Kaleidoscope will process Kaleidoscope Account Data and Kaleidoscope Usage Data as a controller (i) to manage the relationship with Customer; (ii) to carry out Kaleidoscope's core business operations, such as accounting, audits, tax preparation and filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Services, and to prevent harm to Customer; (iv) for identity verification purposes; (v) to comply with legal or regulatory obligations applicable to the processing and retention of Personal Data to which Kaleidoscope is subject; and (vi) as otherwise permitted under applicable law and in accordance with this DPA and the Agreement. Kaleidoscope may also process Kaleidoscope Usage Data as a controller to provide, optimize, and maintain the Services, to the extent permitted by applicable law. Any processing by the Kaleidoscope as a controller shall be in accordance with the Privacy Policy.
- 10. Conflict.** In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the terms of this DPA and (2) the Agreement. Any claims brought in connection with this DPA will be subject to the terms and conditions, including, but not limited to, the exclusions and limitations set forth in the Agreement.
- 11. Execution of this DPA.** This DPA is effective on the date of the Agreement, unless this DPA is separately executed in which case it is effective on the date of last signature. Kaleidoscope reserves the right to change the terms of this DPA at any time and will use commercially reasonable efforts to notify Customer of the same. If Customer uses the Services in any way after such changes are effective, then the Customer will be deemed to have agreed to all of the changes. Except for the changes as described in the foregoing sentence, no other amendment or modification of this DPA will be effective unless in writing and signed by both parties.

Exhibit A

Details of Processing

Nature and Purpose of Processing: Kaleidoscope will process Customer's Personal Data as necessary to provide the Services under the Agreement, for the purposes specified in the Agreement and this Exhibit A, and in accordance with Customer's instructions as set forth in this Exhibit A. The nature of processing includes, without limitation:

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organization and structuring
- Using data, including analysis, consultation, testing, automated decision making and profiling
- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting, and security testing
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- Returning data to the data exporter or data subject
- Erasing data, including destruction and deletion.

Duration of Processing: Kaleidoscope will process Customer's Personal Data as long as required (i) to provide the Services to Customer under the Agreement; (ii) for Kaleidoscope's legitimate business needs; or (iii) by applicable law or regulation. Kaleidoscope Account Data and Kaleidoscope Usage Data will be processed and stored as set forth in Kaleidoscope's privacy policy.

Categories of Data Subjects: Kaleidoscope end-users/customers; Customer employees.

Categories of Personal Data: Kaleidoscope processes Personal Data contained in Kaleidoscope Account Data, Kaleidoscope Usage Data, and any Personal Data provided by Customer (including any Personal Data Customer collects from its end users and processes through its use of the Services) or collected by Kaleidoscope in order to provide the Services or as otherwise set forth in the Agreement or this Exhibit A.