

## DATA PROCESSING AGREEMENT

In this Data Processing Agreement, the parties wish to establish the manner and conditions under which INTEGRA DIGITAL, S.L. shall process personal data in relation to the signed General Terms and Conditions, as well as their obligations regarding such processing.

The Client, acting as the Data Controller, commissions INTEGRA DIGITAL, S.L. to process the Personal Data of its end users. To this end, the Client determines the purposes and means of the processing of said data and must, accordingly, comply with Data Protection regulations.

INTEGRA DIGITAL, S.L. shall process the personal data of end users in its capacity as Data Processor, pursuant to Article 28 of the GDPR.

### Definitions.

- Personal data: Any information relating to an identified or identifiable natural person.
- Processing: Any operation or set of operations performed on personal data or sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration...
- Data Controller: The natural or legal person which determines the purposes and means of the processing.
- Data Processor: The natural or legal person which processes personal data on behalf of the controller.
- Consent: Any freely given, specific, informed, and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

### Roles of the Parties.

The parties acknowledge and agree that, regarding the processing of Personal Data, INTEGRA DIGITAL, S.L. shall act as the Data Processor and the Client as the Data Controller. Both parties commit to fulfilling their obligations under applicable Data Protection Legislation in relation to the processing of Personal Data.

### Subject Matter of the Agreement.

This agreement authorizes the Data Processor to process, on behalf of the Data Controller, the personal data necessary to provide the software service. The provision of the contracted services involves the Processor performing operations of collection, recording, organization, storage, modification, and deletion of personal data, to the extent necessary for the proper execution thereof.

### **Identification of Affected Information and Categories of Data Subjects.**

For the execution of the services derived from the fulfillment of the contract, the Data Processor shall process the following information: identification and contact data, personal characteristic data, economic and billing data, health data, treatment history, and anamnesis data. The categories of data subjects whose data will be processed under this contract are: Customers, Potential Customers, and Employees.

### **Obligations of the Client as Data Controller.**

- Provide INTEGRA DIGITAL, S.L. with the data necessary to provide the contracted service, guaranteeing the veracity, accuracy, validity, and authenticity of the Personal Data provided (both of the Client and the end users), and undertaking to keep them duly updated.
- Conduct a data protection impact assessment of the operations to be carried out by the processor.
- Ensure, prior to and throughout the processing, compliance with the GDPR by both itself and the processor.
- Request from INTEGRA DIGITAL, S.L. the certificate indicating that the company complies with current Data Protection Regulations.
- Supervise the processing, including conducting inspections and audits.

### **Obligations of INTEGRA DIGITAL, S.L. as Data Processor**

#### **a. Data Processing.**

The Processor undertakes to use the personal data subject to processing for the purposes set forth in this agreement under the instructions of the Controller. If the Processor considers that any instruction infringes the GDPR, LOPDGDD, or any other Union or Member State data protection provision, the Processor shall immediately inform the Controller.

Additionally, the Processor may process the personal data for statistical purposes to improve its services and perform administrative tasks, complying at all times with the established requirements and acting as a Controller for this specific purpose.

This processing is not considered incompatible with the initial purposes and complies with the principle of data minimization, not allowing the identification of data subjects at any time.

At the time of data collection, the Processor must provide information regarding the processing activities to be carried out. The wording and format of this information must be agreed upon with the Controller prior to collection.

INTEGRA DIGITAL, S.L. undertakes to make available to the Controller all information necessary to demonstrate compliance with its obligations, as well as to allow for audits or inspections conducted by the controller or another authorized auditor.

b. Data Record.

INTEGRA DIGITAL, S.L. is obliged to maintain a written record of all categories of processing activities carried out on behalf of the Controller, containing:

- Name and contact details of the Controller and Processor and, where applicable, the Data Protection Officer.
- The categories of processing carried out on behalf of each controller.
- Where applicable, transfers of personal data to a third country or international organization, including identification of that country or organization; and in the case of transfers referred to in Article 49(1), second paragraph of Regulation (EU) 2016/679, documentation of suitable safeguards.
- Description of technical and organizational security measures relating to: pseudonymization and encryption; the ability to ensure permanent confidentiality, integrity, availability, and resilience of systems; the ability to restore availability and access to data rapidly in the event of an incident; and the process for regular testing and evaluation of effectiveness.

c. Disposition of Data.

The Processor undertakes to return the personal data to the Controller once the service has been completed. This return must involve the total erasure of existing data on the computer equipment used by the processor. However, the Processor may keep a copy with the data duly blocked as long as liabilities may arise from the execution of the service.

d. Seguridad.

Subcontracting with third parties for services involving the partial or total access and/or processing of personal data shall require prior notification to the Controller. The Controller may object to such subcontracting, provided there is a justified reason, within a period of 10 days. Otherwise, the subcontracting shall be deemed authorized, and the sub-processor must be contractually bound to comply with the same data protection obligations as those established for the Processor in this clause.

The Processor shall guarantee that all persons authorized to process personal data expressly commit, in writing, to respect confidentiality and to comply with the corresponding security measures, about which they must be properly informed. Furthermore, the Processor shall provide the necessary training in personal data protection to all persons authorized to handle personal data.

The Processor shall implement the necessary security measures to ensure the permanent confidentiality, integrity, availability, and resilience of the processing systems and services. Such security measures must be capable of quickly restoring the availability of and access to personal data in the event of a physical or technical incident. The effectiveness of these technical and organizational measures must be regularly evaluated and assessed to ensure the security of the processing.

The Processor shall properly manage the permissions granting access to the database and to the personnel working with that information. Likewise, periodic backup copies of the databases are made on the subcontracted servers, and internal audits are conducted to analyze and monitor information within the company.

e. Duty of Confidentiality.

INTEGRA DIGITAL, S.L. shall maintain, at all times and in relation to the personal data to which it may have access or which may be provided by the Controller for the performance of the agreed works and services, a duty of confidentiality and professional secrecy. In accordance with the provisions of Data Protection regulations, this duty shall persist even after the conclusion of the assigned tasks and, where applicable, after the termination of this contract for any reason, in relation to any file or data set.

f. Subcontracting.

i. Server Subcontracting.

Server Subcontracting INTEGRA DIGITAL, S.L. hereby informs the Data Controller, and the latter expressly accepts by signing this document, that the application will be physically hosted on "Google Cloud Platform (GCP)" servers, dedicated exclusively and specifically to the services provided to branches of the Data Processor. The Data Processor and said companies have entered into a service level agreement.

The subcontractors, who also hold the status of Data Processor, are equally obliged to comply with the obligations established in this document for the Data Processor, as well as any instructions issued by the Controller. It is the responsibility of the Processor to regulate this new relationship such that the sub-processor is subject to the same conditions and the same formal requirements as the PROCESSOR regarding the proper processing of personal data and the guarantee of the rights of the affected data subjects.

Additional information regarding the relationship with sub-processors, the processing activities entrusted to said parties, and their location, in respect of the Services activated by the Client, is set out in the "General Terms and Conditions."

## II. Subcontracting of the data migration service.

The Data Processor informs the Data Controller, who expressly accepts, that for the proper provision of the service, it may subcontract the specific data migration service from the application previously used by the Controller to the flowwww application.

The data migration service shall include the extraction, adaptation, conversion, and loading of the information existing in the source application. Such information may include, among others, identification, contact, economic, billing data, and, where appropriate, health data. Throughout the entire process, the integrity, confidentiality, and availability of the processed data shall be guaranteed.

The company subcontracted to perform the data migration shall be EVOTIC, S.L., with Tax ID (CIF) number B67130674 and registered office in Barcelona, which shall act as a sub-processor exclusively for the time necessary to execute the migration works. EVOTIC, S.L. shall be contractually bound to comply with the same data protection obligations as those established for the Data Processor, in accordance with the provisions of Article 28 of the General Data Protection Regulation (GDPR).

Once the migration process is completed and its correct execution is verified, the subcontracted company shall proceed to the complete and permanent deletion of all processed personal data, without retaining any copies or backups thereof. Such deletion may be certified in writing upon request by the Data Controller or the Data Processor.

### g. Exercise of rights.

The Data Controller shall be responsible for responding to requests for access, rectification, erasure, objection, restriction of processing, and data portability, exempting the Data Processor from any liability regarding the exercise of rights by the data subjects. In any event, the Processor shall inform the Controller as soon as possible of any exercise of rights made directly to the Processor.

## **Duración.**

El presente acuerdo entrará en vigor en la fecha de entrada en vigor del Acuerdo Marco y finalizará automáticamente en la fecha de eliminación de todos los Datos Personales por parte del Encargado, según lo dispuesto en el presente Acuerdo y así como se dispone en los Términos y Condiciones Particulares.

### **Transfer of Personal Data to countries outside the European Union.**

– The Data Processor shall not transfer Personal Data to third countries or international organizations not established in the EU, unless the Client authorizes such transfer.

– If, for the purposes of storage or processing of Personal Data by a Sub-processor, it is necessary to transfer Personal Data outside the EU to a country without an adequacy decision from the European Commission pursuant to Article 45 of the GDPR, INTEGRÁ DIGITAL, S.L. shall implement other methods for the transfer of Personal Data in accordance with the requirements of the Applicable Data Protection Legislation. The Client expressly authorizes INTEGRÁ DIGITAL, S.L. to enter into standard data protection clauses in accordance with Article 46.2.c) of the GDPR for the transfer of data to those authorized to process them under the authority of the Controller or the Processor if they are located in a third country.

### **Audits and Controls.**

The Controller, in its capacity, reserves the right to carry out at any time such audits and controls as it deems appropriate to verify the Processor's proper compliance with this contract. Such audits shall require 1 month's prior notice, unless urgent circumstances arise that recommend a shorter period; they shall be, in any case, at the Controller's expense and shall not disrupt, except where strictly necessary, the Processor's activity.

For its part, the Processor shall provide the Controller with any data or documents requested for the proper performance of such audits and controls. In this regard, it should be noted that in cases where the Processor can provide reports, works, procedures, etc., that are sufficient to allow the Controller to verify proper compliance by the Processor, these shall be deemed sufficient to fulfill the obligations established in this clause.

### **Personal data of the parties involved.**

– Each of the parties is informed that the contact details of their representatives and employees processed under this contract, as well as other exchanges during the provision of the services, will be processed by the other party for the purpose of enabling the development, fulfillment, and control of the agreed service relationship. The basis for processing is the fulfillment of the contractual relationship, and the data will be kept for as long as it remains in force, and even thereafter, until any potential liabilities arising from it expire. Likewise, in accordance with the legitimate interests of the parties, these data may be processed for commercial contact purposes.

– Personal data may be communicated by the parties to the competent Public Administrations and Bodies for the purposes of complying with their respective legal obligations, in accordance with current regulations, as well as, when necessary, to third-party entities involved in the management of the activities carried out.

– The data subjects may request access to their personal data, its rectification, erasure, portability, and the limitation of its processing, as well as object to it, at the address of each party and/or file a claim with the Spanish Data Protection Agency or another competent Control Authority. The Controller must convey the information contained in this section to any person whose data may be processed in connection with the management of the contractual relationship.

#### **Notices.**

- Any notice given between the parties shall be in writing and shall be delivered personally or by any other means that certifies receipt by the notified party.
- Any change of address of one of the parties must be notified to the other immediately and by a means that guarantees receipt of the message.

#### **Applicable law and jurisdiction.**

This agreement shall be governed by and interpreted in accordance with the GDPR and LOPDGDD, and in accordance with the Data Protection laws applicable to each country.