

Data Processing Agreement (EU)

This Immersion Neuroscience, Inc. Data Processing Agreement and its Attachments (“DPA”) address the Processing of Personal Data by Immersion on behalf of Customer, (hereinafter, “Client” or “Customer”) in connection with the Immersion services detailed in the Agreement with Client (“the Agreement”).

1. Definitions

- 1.1 **Applicable Data Protection Laws** mean relevant laws and regulations in the country or region where Personal Data is being Processed, including without limitation, the General Data Protection Regulation (GDPR).
- 1.2 **Data Subject** means the identified or identifiable person about whom the Personal Data relates.
- 1.3 **Information Security Program** means Immersion’s technological, physical and administrative safeguards, including without limitation, policies, procedures, guidelines, practices, standards and controls that ensure the confidentiality, security, integrity and availability of Personal Data.
- 1.4 **Personal Data** means any information, whether in electronic or paper-based form, that identifies or that, together or in connection with other information, can be used to identify an individual (including, but not limited to, a person’s name, postal address, email address, telephone number, date of birth, Social Security number or its equivalent, driver’s license number, account number, credit or debit card number, health or medical information, or any other unique identifier) that is Processed under the Agreement (including any Statements of Work thereunder).
- 1.5 **Personal Data Breach** means any actual or reasonably suspected: (i) loss or theft of Personal Data; (ii) unauthorized use, disclosure, alteration, acquisition of or access to, or other unauthorized Processing of Personal Data; or (iii) unauthorized access to or use of, inability to access, or malicious infection of, Immersion systems that reasonably may compromise the privacy or security of Personal Data.
- 1.6 **Process or Processing** means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as collecting, viewing, accessing, storing, organizing, altering, using, disclosing or destroying.

2. Client’s Obligations

2.1 Compliance with Applicable Data Protection Laws

- 2.1.1 Within the scope of the Agreement and in its use of Immersion services, Client will comply with all Applicable Data Protection Laws.
- 2.1.2 Client will be solely responsible for: (i) the accuracy, quality, and legality of Participant Data; (ii) obtaining any necessary consents for processing of Personal Data; (iii) ensuring that Client’s instructions to Immersion regarding the Processing of Personal Data comply with applicable laws, including Applicable Data Protection Laws.
- 2.1.3 Client will inform Immersion without undue delay if it is not able to comply with its responsibilities under this sub-section.

2.2 Controller Instructions

- 2.2.1 The Agreement (including this DPA), together with Client’s Use of Immersion services in accordance with the Agreement, constitute the complete and final instructions to Immersion in relation to the Processing of Personal Data. Additional instructions shall require prior written agreement between Client and Immersion.

3. Immersion's Obligations

3.1 Authority to Process Personal Data

- 3.1.1 Immersion shall Process Personal Data only as necessary to carry out its obligations pursuant to the Agreement, in accordance with Client instructions pursuant to the Agreement, and as required by Applicable Data Protection Laws.
- 3.1.2 Immersion shall notify Client in writing within forty-eight (48) hours if, in its opinion, an instruction made by Client to Immersion infringes Applicable Data Protection Laws or any other relevant Laws with respect to the provision of the Services under this Agreement.

3.2 Disclosure of and Access to Personal Data

- 3.2.1 Immersion and its employees, agents and Permitted Subcontractors shall maintain confidentiality of Personal Data subject to this Agreement. Immersion shall limit access to Personal Data to its employees, agents, and authorized Permitted Subcontractors who require access to perform services for or on behalf of Client and who are in compliance with Immersion's Information Security Program and Applicable Data Protection Laws.

3.3 Permitted Subcontractors

- 3.3.1 Prior to providing access to Personal Data to any Permitted Subcontractor, Immersion shall verify that the Permitted Subcontractor is capable of maintaining the privacy, confidentiality and security of Personal Data as required by Applicable Data Protection Laws.
- 3.3.2 Client agrees to Immersion's sharing of Personal Data with Permitted Subcontractors.
- 3.3.3 Immersion shall inform Client in writing of any intended changes or additions of Permitted Subcontractors. Client shall have the right to object to the new appointment or replacement of any Permitted Subcontractor in accordance with Applicable Data Protection Laws and the Agreement.

3.4 Compliance with Privacy and Information Security Requirements

- 3.4.1 Immersion and its employees, agents and Permitted Subcontractors shall Process Personal Data in accordance with the Agreement, this Exhibit and Applicable Data Protection Laws.
- 3.4.2 Immersion is responsible for the security of its systems and Personal Data and shall maintain an Information Security Program that complies with industry standards and Applicable Data Protection Laws.
- 3.4.3 Immersion shall notify Client if it makes a determination that it can no longer meet its obligations under this Exhibit and, at Client's direction, cease such Processing of Personal Data until Immersion has taken reasonable and appropriate steps to meet its obligations under this Exhibit.

3.5 Data Processing Location

- 3.5.1 Client acknowledges and agrees that in accordance with the Agreement, Personal Data will be transferred to and Processed by Immersion in the United States and to other jurisdictions where Immersion Affiliates and Sub-Processors have operations.
- 3.5.2 If Immersion or any Permitted Subcontractor acting on Immersion's behalf seeks to transfer Personal Data between countries in connection with the Agreement, Immersion shall make such transfer only in accordance with Client instructions under the Agreement and in compliance with Applicable Data Protection Laws.
- 3.5.3 Prior to the transfer of EU resident Personal Data from the EU to an ex-EU country which has not been designated by the European Commission as providing "adequate" safeguards for such

personal data, Client and Immersion shall enter into EU-approved Standard Contractual Clauses (“SCCs”), which are attached hereto as Attachment A.

3.6 Information Management

- 3.6.1 When Personal Data is no longer necessary for the performance of services for or on behalf of Client, or promptly upon the termination of the Agreement, Immersion shall securely destroy or return to Client or its designee all Personal Data in its possession, custody or control, unless prohibited by Applicable Data Protection Laws.

3.7 Personal Data Breach Response

- 3.7.1 Immersion shall notify Client within two (2) business days of any reasonably suspected Personal Data Breach of Client Personal Data. Such notice shall summarize the impact on Client and corrective actions taken or to be taken by Immersion.
- 3.7.2 Immersion shall conduct a reasonable investigation of the reasons for and circumstances of a Personal Data Breach, and take all necessary and advisable actions to rectify, prevent, contain, mitigate and remediate the Personal Data Breach. Immersion shall collect, preserve and document all evidence regarding the cause, response, remedial actions and impact related to the Personal Data Breach and provide such documentation to Client upon request.

3.8 Periodic Reporting and Assessments

- 3.8.1 Upon the provision of reasonable notice, Client or its designee may undertake a privacy and security assessment or audit of Immersion’s privacy and Information Security Program. In the event that such inspection or audit finds that Immersion is not in compliance with this Exhibit or Applicable Data Protection Laws, Immersion shall take reasonable steps to promptly remedy any instance of non-compliance identified.

3.9 Cooperation and Information Requests

- 3.9.1 In the event Immersion receives a Data Subject Rights Request, inquiry, complaint, or demand relating to the Processing of Personal Data under the Agreement, Immersion shall notify Client in writing of the request and include a copy of the request, within twenty-four (24) hours after receipt of such request, unless prohibited by Applicable Data Protection Laws.
- In the event the request, inquiry, complaint, or demand is from the Data Subject, Immersion shall not respond without Client’s prior written approval, unless required by Applicable Data Protection Laws. Immersion shall promptly carry out any request from Client to amend, transfer, delete, or provide Client with a readable copy of the Personal Data.
 - In the event the inquiry, complaint, or demand is from a government or regulatory entity, Immersion shall disclose the minimum Personal Data necessary to comply with law.
- 3.9.2 Immersion shall cooperate with Client in the course of any investigation of, or claim against, Client relating to the Processing of Personal Data, including providing Client access to Immersion’s relevant internal practices and other records relating to the Personal Data.
- 3.9.3 Immersion shall provide reasonable assistance to Client with any data protection impact assessments (“DPIA”), prior consultations with data protection supervisory authorities, and privacy by design procedures in accordance with Applicable Data Protection Laws.

4. Miscellaneous

- 4.1 Immersion’s obligations and Client’s rights set forth in this Exhibit shall continue as long as Immersion, or any Permitted Subcontractor acting on Immersion’s behalf, Processes Personal Data

in accordance with the Agreement, including after expiration of the Agreement.

4.2 Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

4.3 In case of any conflict or inconsistency with the terms of the Agreement, this DPA will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.

4.4 This Exhibit shall be effective as of the effective date of the Agreement.



Attachment A to Privacy & Security Exhibit

[Applicable Standard Contractual Clauses]

Attachment A-3: List of Sub-processors

Sub-Processor	Purpose	Location