

Data Processing Agreement (US)

This Immersion Neuroscience, Inc. Data Processing Agreement (“DPA”) address the Processing of Personal Information 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 that apply to the Processing of Personal Information in the country or region where Personal Information is being Processed, including without limitation, U.S. federal laws (e.g., Article 5 of Federal Trade Commission Act) and state privacy laws (e.g., California Consumer Privacy Act [“CCPA”] and U.S. state breach notification laws).
- 1.2 **Data Subject** means the identified or identifiable person about whom the Personal Information 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 Information.
- 1.4 **Personal Information** means any information, whether in electronic or paper-based form, that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject or household 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 Information Breach** means any: (i) loss or theft of Personal Information; (ii) unauthorized use, disclosure, alteration, acquisition of or access to, or other unauthorized Processing of Personal Information; or (iii) unauthorized access to or use of, inability to access, or malicious infection of, Client systems or Immersion systems that reasonably may compromise the privacy or security of Personal Information.
- 1.6 **Process or Processing** means any operation or set of operations that is performed upon Personal Information, 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 Information; (iii) ensuring that Client’s instructions to Immersion regarding the Processing of Personal Information 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 Processing 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 Information. Additional instructions shall require prior written agreement between Client and Immersion.

3. Immersion's Obligations

3.1 Authority to Process Personal Information

- 3.1.1 Immersion shall not retain, use or disclose Personal Information other than for the specific purpose of performing the services specified under the Agreement and as required by Applicable Data Protection Laws, nor shall Immersion retain, use or disclose Personal Information outside of the relationship established by this Agreement.
- 3.1.2 Immersion shall not sell any Personal Information received from Client.
- 3.1.3 Immersion shall not use Personal Information received from Client for the purpose of providing services to another person or entity.
- 3.1.4 Immersion hereby certifies that it understands the restrictions set forth in this Subparagraph (2.1) and agrees to comply with them.

3.2 Disclosure of and Access to Personal Information

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

3.3 Subcontractors

- 3.3.1 Prior to providing access to Personal Information to any subcontractor, Immersion shall verify that the subcontractor is capable of maintaining the privacy, confidentiality and security of Personal Information as required by Applicable Data Protection Laws.

3.4 Compliance with Privacy and Information Security Requirements

- 3.4.1 Immersion and its employees, agents and subcontractors shall Process Personal Information 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 Information and shall maintain an Information Security Program that complies with Applicable Data Protection Laws and industry standards.
- 3.4.3 Immersion shall notify Client if it determines that it can no longer meet its obligations under this Exhibit and, at Client's direction, cease Processing of Personal Information until Immersion has taken reasonable and appropriate steps to meet its obligations under this Exhibit.

3.5 Information Management

- 3.5.1 When Personal Information 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 Information in its possession, custody or control, unless prohibited by Applicable Data Protection Laws.

3.6 Personal Information Breach Response

- 3.6.1 Immersion shall notify Client within two (2) business days of any reasonably suspected Personal Information. Such notice shall summarize the impact on Client and corrective actions taken or to be taken by Immersion.

- 3.6.2 Immersion shall conduct a reasonable investigation of the reasons for and circumstances of a Personal Information Breach, and take all necessary and advisable actions to rectify, prevent, contain, mitigate and remediate the Personal Information Breach. Immersion shall collect, preserve and document all evidence regarding the cause, response, remedial actions and impact related to the Personal Information Breach and provide such documentation to Client upon request.

3.7 Periodic Reporting and Assessments

- 3.7.1 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 breach identified.

3.8 Cooperation and Information Requests

- 3.8.1 Where Client is required by Applicable Data Protection Laws to provide individuals with the opportunity to access, delete, correct their Personal Information or opt-out of the sale of their Personal Information, Immersion shall implement appropriate technical and organizational measures to assist Client in responding such requests ("Data Subject Rights Request"). Immersion shall comply with Client's instructions to fulfill Data Subject Rights Requests.
- 3.8.2 In the event Immersion receives a Data Subject Rights Request, inquiry, complaint, or demand relating to the Processing of Personal Information 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, unless prohibited by Applicable Laws.
- In the event the inquiry, complaint, or demand is from a government or regulatory entity, Immersion shall disclose the minimum Personal Information necessary to comply with law.
 - 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 Information.
- 3.8.3 Immersion shall cooperate with Client in the course of any investigation of, or claim against, Client relating to the Processing of Personal Information, including providing Client access to Immersion's relevant internal practices and other records relating to the Personal Information.

4. Miscellaneous

- 4.1 Immersion's obligations and Client's rights set forth in this Exhibit shall continue as long as Immersion, or any subcontractor acting on Immersion's behalf, Processes Personal Information, 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 This Exhibit shall be effective as of the effective date of the Agreement.