



Data Processing Agreement

PUBLICATION PREVIEW | VERSION 0.2

This Data Processing Agreement applies when incorporated into a customer agreement under which Kortech, Inc. processes personal information on the customer's behalf. The applicable order and processing schedule identify the services, information, purposes, duration, locations and respective roles. This public document does not establish that every privacy law applies to every engagement.

1 Processing Instructions

The customer determines the permitted purposes of processing within the applicable relationship. Kortech processes covered information for the specific contracted purposes, documented lawful instructions and applicable law. Independent processing for a party's own lawful corporate records must be distinguished from processing on the customer's behalf.

Kortech will notify the customer if an instruction appears to conflict with applicable data protection requirements and seek clarification before the disputed processing, except where law requires otherwise. Processing instructions do not authorize unrelated marketing, sale or sharing for cross-context behavioral advertising.

2 Confidentiality and Safeguards

Access to covered information is limited to authorized people with a need to know who are subject to appropriate confidentiality duties. Kortech will implement the administrative, technical and physical safeguards specified for the services, taking account of the information and risks. The security schedule identifies controls, responsibilities and approved exceptions for the actual environment.

Material changes to agreed protections follow the applicable notice and change process. The existence of residual security risk does not excuse failure to perform agreed safeguards or mandatory duties.

3 Providers and Transfers

The applicable provider schedule identifies subprocessors, their functions, data access and processing locations. Kortech will use the authorization and change-notification process agreed with the customer and impose appropriate written obligations on providers that process covered information on its behalf. These obligations address purpose limits, confidentiality, safeguards, assistance and data handling at the end of service.

Kortech remains responsible for its own contractual duties when using providers. International transfers require the safeguards applicable to the information and jurisdictions involved. A general supplier list is not a substitute for the engagement's processing record or a required transfer arrangement.

4 Requests and Assistance

Kortech will promptly forward requests concerning customer-controlled information to the designated customer contact and assist with locating, accessing, correcting, deleting or exporting information where applicable. Kortech will act on authorized instructions or as required by law rather than independently determining the customer's response.

Assistance and internal response periods must allow the customer to meet applicable legal deadlines. Kortech will reasonably assist with relevant assessments and regulatory inquiries, taking account of the services and information available. Any agreed charge for extraordinary assistance must not obstruct mandatory duties.

5 Incidents

Kortech will notify the customer without undue delay after becoming aware of a security incident compromising covered personal information, subject to any shorter applicable contractual or statutory deadline. Initial notice will include information reasonably available at the time, followed by material updates. Notice will not be delayed until an investigation is complete when earlier notice is required.

The parties will coordinate containment, preservation of relevant evidence, investigation, mitigation and required communications. The incident plan identifies notification responsibilities and contacts. Neither party may prevent a legally required notice.

6 California Service Provider Relationships

Where the CCPA applies to a service provider or contractor relationship, the specific purposes are those identified in the applicable processing schedule. Kortech will meet the obligations applicable to that role and provide the level of protection required by the CCPA. Kortech will not sell or share the covered information, use or disclose it outside the specified purposes or direct business relationship, or combine it with information from other sources except as expressly permitted by applicable law and the agreed purposes.

The customer may take reasonable and appropriate steps to verify compliant use and, on notice, stop and remediate unauthorized use. Kortech will notify the customer if it determines it can no longer meet the applicable obligations. Subcontracted processing must carry the required equivalent restrictions. When contractor status applies, Kortech certifies that it understands and will comply with those restrictions.

7 Regulated Information

Health information, payment information, government information and other specially regulated data require an appropriate assessment of the service, provider arrangements and legal obligations. Where a business associate agreement is required for protected health information, it must be established for the applicable relationship before that processing begins. This DPA is not a substitute for a required business associate agreement or a representation that every product is suitable for regulated information.

8 Verification and End of Processing

Kortech will make relevant information available to demonstrate its obligations under this DPA. Reviews use appropriate scope, notice and confidentiality protections, without exposing unrelated customer information. Urgent incidents, credible noncompliance or regulator requirements may require additional review.

At the end of processing, covered information will be returned or deleted according to the customer's lawful instructions and applicable agreement. Retention required by law and documented backup cycles remain subject to protection and restricted use. Export format, transition timing, deletion confirmation and backup treatment are established for the engagement. A commercial dispute does not waive mandatory data rights.

9 Relationship to Other Terms

This DPA controls conflicting provisions concerning its covered personal information. An applicable business associate agreement controls its more specific PHI requirements, while compatible protections continue. Mandatory law is not displaced. The accepted document version remains applicable unless amended through the governing agreement's process.