



Data Processing Addendum

Effective Date: May 26, 2026

This Data Processing Addendum (the “**Addendum**” or “**DPA**”) is incorporated into and forms part of the Master Subscription and Services Agreement (the “**Agreement**” located at <https://www.manageamerica.com/legal>) between you (the “**Customer**”), and us, ManageAmerica Integrated Billing Services LLC (“**MA**”). This DPA is effective as of the Effective Date and amends, supersedes and replaces any prior data processing agreements that the parties may have entered into.

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.** The following definitions and rules of interpretation apply in this Addendum. Capitalized terms used and not defined in this Addendum have the respective meanings assigned to them in the Agreement.

“**CCPA**” means the California Consumer Privacy Act of 2018 (Cal. Civ. Code § 1798.100 et seq.), as amended by the Consumer Privacy Rights Act of 2020 (Cal. Civ. Code § 1798.100 et seq.), and as may be further amended from time to time and any successor legislation thereto and any regulations promulgated thereunder.

“**Contracted Business Purposes**” means the specific business purposes of performing services on behalf of the Customer, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytics services, providing storage, or providing similar services on behalf of the customer for which MA receives or accesses Customer Personal Information as further set forth in the Agreement.

“**Customer Personal Information**” means Personal Information that MA Processes on behalf of Customer and that it receives from or on behalf of the Customer or that is otherwise made available to MA by the Customer.

“**Personal Information**” has the meaning of “personal information” set forth in the CCPA.

“**Process**” means collecting, retaining, using, disclosing, retrieving, destroying, erasing, or otherwise processing Customer Personal Information. The terms “**Processed**”, and “**Processing**” have a correlative meaning.

“**Sell**” has the meaning of “sell” set forth in the CCPA. The terms “**Sale**” and “**Selling**” have correlative meanings.

“Share” has the meaning of “share” set forth in the CCPA. The term “Sharing” has a correlative meaning.

2. **SCOPE.** This Addendum only applies to the extent MA Processes the Personal Information of residents of California.
3. **MA’S REPRESENTATIONS, WARRANTIES, COVENANTS, AND ACKNOWLEDGEMENTS.**
 - 3.1. **Limited Disclosure; Processing Only for Contracted Business Purposes.** MA agrees and acknowledges that Customer is disclosing or making available Customer Personal Information solely for the limited and specified Contracted Business Purpose for which Customer provides or permits access to the Customer Personal Information.
 - 3.2. **MA Obligations.** MA shall: (a) only Process such Customer Personal Information for the Contracted Business Purposes or as otherwise expressly permitted under the CCPA; (b) Process the Customer Personal Information in accordance with the requirements of the CCPA such that MA provides the same or greater level of protection for the Customer Personal Information as required of the Customer by the CCPA; (c) promptly comply with any reasonable and lawful Customer request or instruction requiring MA to provide, modify, transfer, or delete the Customer Personal Information, or to stop, mitigate, or remedy any unauthorized Processing; (d) reasonably cooperate and assist Customer with meeting the Customer’s CCPA compliance obligations and responding to inquiries related to either party’s compliance with the CCPA, including responding to verifiable consumer requests, taking into account the nature of MA’s Processing and the information available to MA; and (e) if the Contracted Business Purposes require the collection of Customer Personal Information from individuals on the Customer’s behalf, provide a notice at collection and a privacy notice that is compliant with all requirements of the CCPA.
 - 3.3. **MA Prohibitions.** MA shall not: (a) Sell or Share the Customer Personal Information or otherwise Process or make Customer Personal Information available for MA’s own commercial purposes or in a way that does not comply with the CCPA and this Addendum; (b) Process the Customer Personal Information outside of the direct business relationship between MA and Customer, unless otherwise expressly permitted by the CCPA; or (c) combine the Customer Personal Information with other Personal Information it receives from, or on behalf of, a third party or that it collects from its own interaction with an individual who is the subject of the Customer Personal Information except as otherwise permitted under the CCPA.
 - 3.4. **Aggregate and De-Identified Personal Information.** If the CCPA permits, MA may aggregate, de-identify, or anonymize Customer Personal Information

so it is no longer Personal Information (as defined by the CCPA), and may use such aggregated, de-identified, or anonymized data for its own research, development, and other lawful purposes. MA will not attempt to or actually re-identify any previously aggregated, de-identified, or anonymized data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.

4. **VERIFICATION OF MA'S COMPLIANCE.** Upon Customer's reasonable written request, to confirm MA's compliance with this Addendum and the CCPA, MA grants Customer the right to take reasonable and appropriate steps to ensure that MA uses the Customer Personal Information in a manner consistent with the Customer's business obligations under the CCPA and to stop and remediate unauthorized use of Personal Information. The parties shall negotiate in good faith any such reasonable and appropriate steps.
5. **SUBCONTRACTING.**
 - 5.1. **Permitted Subcontractors; MA.** MA may only permit a subcontractor to Process the Customer Personal Information to the extent permitted under the Agreement.
 - 5.2. **Subcontractor Agreement Requirements.** MA shall ensure that all subcontractors so engaged are bound by written agreements with terms and conditions at least as restrictive as the relevant terms and conditions contained in this Addendum such that each subcontractor used qualifies as a "service provider" under the CCPA.
 - 5.3. **Responsibility for Subcontractors.** MA shall remain responsible and liable for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Processing of Customer Personal Information; and (ii) acts and omissions of each subcontractor to the same extent as if such acts or omissions were by MA.
6. **COMPLIANCE WITH CCPA.** Each party represents, warrants, and covenants that it is and shall remain in full compliance with all applicable requirements of the CCPA when Processing Customer Personal Information. Each party represents and warrants that it has no reason to believe any CCPA requirements or restrictions prevent it from Processing the Customer Personal Information or otherwise performing in full compliance with this Addendum and the CCPA. If either party determines that the CCPA or other circumstance prevents such party from fulfilling all or part of its obligations under this Addendum, the party shall notify the other party, and the parties shall suspend the Processing of Customer Personal Information until that Processing complies with the CCPA and this Addendum. If the parties are unable to bring the Processing of Customer Personal Information into compliance with the CCPA and this Addendum within a reasonable period, either party may terminate the Agreement and

this Addendum upon written notice to the other party without any further liability, cost, or expense.

7. TERM AND TERMINATION.

- 7.1. **Term.** The term of this Addendum will commence on the Effective Date and will remain in force until (a) replaced or repealed by mutual agreement of the parties; (b) the Agreement is terminated or expires or MA no longer Processes Customer Personal Information to the other party (the “**Term**”).
- 7.2. **Survival.** Any provision of this Addendum that expressly or by implication should come into or continue in force on or after termination of this Addendum in order to protect Customer Personal Information will remain in full force and effect.
- 7.3. **Termination for Cause.** Either party’s failure to comply with the terms of this Addendum is a material breach of the Master Agreement.

8. MISCELLANEOUS.

- 8.1. **Amendment.** This Addendum may not be amended or modified except in writing signed by authorized representatives of both parties.
- 8.2. **Severability.** If any provision in this Addendum is determined to be ineffective or void by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject, it shall be ineffective or void to that extent only and the validity and enforceability of the remaining provisions of the Addendum and the Agreement shall not be affected. The parties shall promptly and in good faith replace the ineffective or void provision with a lawful provision that reflects the business purpose of the ineffective or void provision. The parties shall similarly promptly and in good faith add any necessary appropriate provision where such a provision is found to be missing by any court or body of competent jurisdiction or by virtue of any legislation to which this Addendum is subject.
- 8.3. **Governing Law.** Notwithstanding anything to the contrary in the Agreement, this Addendum shall be governed by and construed in accordance with the law that applies to the Agreement.
- 8.4. **Order of Precedence.** In the event if any inconsistency between the statements in this Addendum and the Agreement, the statements in this Addendum control.
- 8.5. **Equitable Relief.** MA acknowledges that any breach of its obligations set forth in this Addendum may cause Customer irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Customer is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Customer may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies

available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

- 8.6. **Headings.** The headings in this Addendum are for reference only and shall not affect the interpretation of this Data Processing Agreement.