

## **Appendix C DATA PROCESSING ADDENDUM**

This Data Processing Addendum (“DPA”) forms part of the Master Services Agreement (the “Agreement”) between Licensee and Insignia Health, LLC, a Phreesia company (“Insignia”) to reflect the parties’ agreement about Personal Data as defined below. References to the Agreement will be construed as including without limitation this DPA. Any capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

### **Definitions.**

**Personal Data.** “Personal Data” means any information provided or made available by or on behalf of Licensee to Insignia and relating to an identified or identifiable natural person that resides in the United Kingdom, European Economic Area or Switzerland. An identifiable natural person is one who can be identified, directly or indirectly, including without limitation by reference to an identifier.

**Processing Data.** “Process” or “Processing” means any operation or set of operations performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Use of Personal Data.** Insignia, Insignia Affiliates and third parties operating on behalf of Insignia will collect, access, store, use or otherwise Process Personal Data of Licensee, Licensee employees, Licensee Participants and any other users of the PAM Materials as defined in the underlying Agreement to administer the contractual relationship and to provide the PAM Materials.

**Notices, Consents and Other Authorizations or Permissions.** Licensee is solely responsible for the assessment of the legitimacy of the collection, access, storage, use or other Processing of all Personal Data under the Agreement. Licensee is also solely responsible for obtaining, and demonstrating evidence that Licensee has obtained, all necessary consents, authorizations and required permissions under any applicable laws, regulation or contractual agreement in a valid manner for Insignia to provide the PAM Materials and perform Services hereunder.

**Personal Data Subject to GDPR.** If any Personal Data is from an individual located in the United Kingdom or European Economic Area, then the parties agree that (1) Insignia may use Licensee’s employees and other personnel’s name and work contact information, including without limitation work email, phone, fax or other form of work communication for administrating the contractual relationship; and (2) other than as necessary for administrating the contractual relationship, the parties agree that the terms and conditions set forth in Attachment 1 to this DPA and the Standard Contractual Clauses set forth in Attachment 2 shall apply and are hereby incorporated by reference. The Parties have caused their duly authorized representatives to execute this DPA as of the dates set forth below.

**Licensee:** \_\_\_\_\_

**Insignia Health, LLC a Phreesia  
company:**

**By (Signature):** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Attachment 1 to Appendix C, Data Processing Addendum

This Attachment 1 to the DPA forms part of the Agreement between Licensee and Insignia to reflect the parties' agreement about the Processing of Personal Data, when applicable, in accordance with the requirements of Data Protection Laws and Regulations. References to the Agreement will be construed as including without limitation this DPA. Any capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

### 1. Definitions.

a. "Controller," "Processor," "Data Subject," and "Processing" (and "Process") shall have the meanings given in GDPR.

b. "Data Protection Laws and Regulations" means laws and regulations of the European Union ("EU"), the European Economic Area and their member states, Switzerland and the United Kingdom ("UK"), applicable to the Processing of Personal Data under the Agreement, including the GDPR.

c. "EU GDPR" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data.

d. "Insignia Personal Data" means any Personal Data set out in Schedule 2, section B Processed by Insignia as a controller pursuant to or in connection with the Agreement.

e. "Licensee Personal Data" means any Personal Data Processed by Insignia on behalf of Licensee, as the controller, pursuant to or in connection with the Agreement as set out in Schedule 2, section A.

f. "Personal Data" generally means any information that meets the criteria set forth on Page 1 of the Data Processing Addendum, and includes all information that would be considered personal data under the GDPR or other Data Protection Laws and Regulations and may include Insignia Personal Data and/or Licensee Personal Data.

g. "Restricted Transfer" means: (i) where the EU GDPR applies, a transfer of Personal Data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

h. "Standard Contractual Clauses" means: (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs"); and (ii) where the UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("UK SCCs").

i. "UK Addendum" means the "UK Addendum to the EU Standard Contractual Clauses" issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018.

j. "UK GDPR" means the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018.

## 2. **Processing of Personal Data.**

a. **Roles of the Parties.** The parties agree that Insignia is Licensee's Processor responsible for Processing Licensee Personal Data described in Schedule 2A on behalf of the Licensee (the Controller) for the purposes described therein (or as otherwise agreed in writing by the Parties) (the "Processor Permitted Purpose"). Licensee also acknowledges and agrees that during and after the term Insignia will process Insignia Personal Data as a separate and independent controller ("Controller Permitted Purpose"). Each party shall comply with the obligations that apply to it under application Data Protection Laws and Regulations.

b. **Licensee's Processing of Personal Data.** Licensee is solely responsible for its compliance with the Data Protection Laws and Regulations, including without limitation the lawfulness of any transfer of Personal Data to Insignia and Insignia's Processing of Personal Data. For the avoidance of doubt, but not by way of limitation, Licensee's instructions for the Processing of Licensee Personal Data must comply with Data Protection Laws and Regulations. Licensee shall have sole responsibility for the accuracy, quality, and legality of Licensee Personal Data and the means by which Licensee acquired Personal Data, including providing any required notices to, and obtaining any necessary consent from, Data Subjects. Licensee shall notify Data Subjects about the processing by Insignia of Licensee Personal Data for the Processor Permitted Purposes and of Insignia Personal Data for the Controller Permitted Purposes. Licensee takes full responsibility to keep the amount of Personal Data provided to Insignia to the minimum necessary for the performance of the Services. Licensee shall be solely responsible for establishing and maintaining any data processing registers or overview as required by any applicable law, including without limitation the Data Protection Laws and Regulations. Licensee acknowledges and consents that certain business operations necessary for the fulfilment of Insignia's Services hereunder may be transferred in the future to one or more dedicated Insignia Affiliates independently managing the provision of such Services.

c. **Controller's Right to Issue Instructions.** Insignia shall only Process Licensee Personal Data in accordance with Licensee's instructions. Licensee's initial instructions for the Processing of Licensee Personal Data are defined by the Agreement, Schedule 2 to this DPA, and any applicable order form or Statement of Work regarding the Services. Subject to the terms of this DPA and with mutual agreement of the parties, Licensee may issue additional written instructions concerning the type, extent and procedure of Processing. Any changes of the subject matter of Processing and of procedures shall be agreed upon by the parties in writing prior to becoming effective. Licensee is responsible for ensuring that all individuals who provide written instructions to Insignia are authorized by Licensee to issue instructions to Insignia. Insignia will inform Licensee of any instruction that it deems to be in violation of Data Protection Laws and Regulations, and Insignia will not execute such instructions until the instruction has been confirmed or modified by

Licensee; *provided that*, nothing herein shall be interpreted to limit Insignia's ability to process Licensee Personal Data under UK GDPR Article 29.

d. **Details of Processing.** The initial nature and purpose of the Processing, duration of the Processing, categories of Data Subjects, and types of Personal Data in relation to Licensee Personal Data and Insignia Personal Data are set forth on Schedule 2.

e. **Data Breach affecting Licensee Personal Data.** Insignia shall investigate potential Data Breaches, and Insignia shall notify Licensee without undue delay after becoming aware of a reportable Data Breach affecting Licensee Personal Data.

f. **Return or Deletion of Licensee Personal Data.** Unless otherwise required by applicable Data Protection Laws and Regulations or as permitted in the Agreement, Insignia will retain the Licensee Personal Data until such time that Licensee requests its return or destruction. Upon termination or expiration of the relevant provisions of the Agreement, as requested by Licensee, Insignia will destroy or return to Licensee its Licensee Personal Data.

### 3. **Sub-Processors.**

a. **Use of Sub-processors (Licensee Personal Data).** Licensee consents to Insignia engaging Phreesia, Inc. and Microsoft as sub-processors, if Insignia deems appropriate, for the purposes of providing the Services under the Agreement. Licensee consents to Insignia engaging other sub-processors to Process Licensee Personal Data in accordance with the DPA provided that: i) Insignia shall notify Licensee at least 14 days in advance of such election (which may be given using regular communication means such as email, websites, and portals; ii) when engaging sub-processors, Insignia shall impose data protection terms on the sub-processors it appoints that protect the Licensee Personal Data, to a substantially similar or more stringent standard provided for in this Clause; and iii) Insignia remains fully liable for any breach of this Clause that is caused by an act, error or omission of its sub-processor.

b. **Objection to Sub-processors (Licensee Personal Data).** On notification under clause 2(a) (i), Licensee may object to Insignia's election of a sub-processor provided such objection is based on reasonable grounds relating to data protection. If this is the case, Licensee shall notify Insignia in writing of its specific objections within fourteen (14) days of receiving such notification. If Licensee does not object within such period, the addition of the new sub-processor and, if applicable, the accession to this DPA shall be considered accepted. If Licensee does object to the addition of a new sub-processor, within the prescribed period, and Insignia cannot accommodate Licensee's objection, either may terminate the Services in writing within sixty (60) days of receiving Insignia's notification and without penalty.

### 4. **Representations and Warranties.** Licensee represents, warrants, and covenants the following:

a. The Personal Data has been collected and transferred to Insignia in accordance with the Data Protection Laws and Regulations.

b. Prior to its transfer to Insignia, the Personal Data has been maintained, retained, secured and protected in accordance with the Data Protection Laws and Regulations.

c. Licensee will respond to inquiries from Data Subjects and from applicable regulatory authorities concerning the Processing of the Licensee Personal Data, and will alert Insignia of any inquiries from Data Subjects or from applicable regulatory authorities that relate to Insignia's Processing of the Licensee Personal Data.

d. Prior to the collection of Personal Data, Licensee has either obtained adequate consent from a Data Subject or has documented another lawful basis in its public notification to Data Subjects for Insignia's Processing of Personal Data in accordance with this DPA, including Processing of Licensee Personal Data.

e. Licensee shall be solely responsible and liable for its compliance with the Data Protection Laws and Regulations.

5. **Rights of Data Subjects.** Insignia shall, to the extent legally permitted, promptly notify Licensee if it receives a request from a Data Subject for access to, correction, amendment or deletion of such Data Subject's Licensee Personal Data and, to the extent applicable, Insignia shall provide Licensee with commercially reasonable cooperation and assistance in relation to any such complaint, notice, or communication. If Data Protection Laws and Regulations require Insignia to take any corrective actions without the involvement of Licensee, Insignia shall take such corrective actions and inform Licensee. To the extent legally permitted, Licensee shall be responsible for any costs arising from Insignia's provision of such assistance.

6. **Insignia Personnel.** Insignia shall ensure that any person that it authorises to process Licensee Personal Data (including Insignia's staff, agents and subprocessors) shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Licensee Personal Data who is not under such a duty of confidentiality.

7. **Security.** Insignia will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Licensee Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. In assessing the appropriate level of security, Insignia shall weigh the risks presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed. The security measures that Insignia will implement are set out in Schedule 3.

8. **Audit Rights.**

a. **Audit Requests.** Subject to Section 8.c, upon Licensee's written request, and solely in relation to the processing of Licensee Personal Data under this Agreement, Insignia will provide Licensee with the most recent summary audit report(s) concerning the compliance and undertakings in this Agreement. Insignia's policy is to share methodology, and executive summary information, not raw data or private information. Insignia will reasonably cooperate with Licensee by providing available additional information to help Licensee better understand such compliance and undertakings. To the extent it is not possible to otherwise satisfy an audit obligation mandated by applicable Data Protection Laws and Regulations and subject to Section 8.c, only the legally

mandated entity (such as a governmental regulatory agency having oversight of Customer's operations), a third party auditor mutually agreed to by the parties and subject to a confidentiality agreement or legally mandated functions within Licensee (such as the internal controls function) also subject to a confidentiality agreement may conduct an onsite visit of the facilities used to provide the Services. Unless mandated by Data Protection Laws and Regulations, no audits are allowed within a data center for security and compliance reasons. After conducting an audit under this Section 8 or after receiving an Insignia report under this Section 8, Licensee must notify Insignia of the specific manner, if any, in which Insignia does not comply with any of the security, confidentiality, or data protection obligations in this DPA, if applicable. Any such information will be deemed Confidential Information of Insignia.

b. **Sub-Processors**. Licensee may not audit Insignia's sub-processors with regard to the processing of Licensee Personal Data without providing reasonable prior notice to Insignia's and Insignia's sub-processor's. Licensee agrees its requests to audit sub-processors may be satisfied by Insignia or Insignia's sub-processors presenting up-to-date attestations, reports or extracts from independent bodies, including without limitation external or internal auditors, Insignia's data protection officer, the IT security department, data protection or quality auditors or other mutually agreed to third parties) or certification by way of an IT security or data protection audit. Onsite audits at sub-processors premises may be performed by Insignia or a mutually agreed to auditor under a confidentiality agreement acting on behalf of Licensee.

c. **Audit Process**. Unless required by Data Protection Laws and Regulations and solely in relation to the processing of Licensee Personal Data, Licensee may request a summary audit report(s) or audit Insignia no more than once annually. Licensee must provide at least six (6) weeks' prior written notice to Insignia of a request for summary audit report(s) or request to audit. The scope of any audit will be limited to Insignia's policies, procedures and controls relevant to the protection of Licensee Personal Data and defined in Schedule 2. Subject to Section 8.b, all audits will be conducted during normal business hours, at Insignia's principal place of business or other Insignia location(s) where Licensee Personal Data is accessed, processed or administered, and will not unreasonably interfere with Insignia's day-to-day operations. An audit will be conducted at Licensee's sole cost and by a mutually agreed upon third party, and is under a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth in the Agreement, obligating it to maintain the confidentiality of all Insignia Confidential Information and all audit findings. Before the commencement of any such on-site audit, Insignia and Licensee shall mutually agree upon the timing, and duration of the audit. Insignia will reasonably cooperate with the audit, including providing auditor the right to review but not to copy Insignia security information or materials during normal business hours. Licensee shall, at no charge, provide to Insignia a full copy of all findings of the audit.

9. **Transfers of Licensee Personal Data**. The parties agree that when the transfer of Licensee Personal Data from Insignia to Licensee is a Restricted Transfer it shall be subject to the appropriate Standard Contractual Clauses, which are deemed entered into (and incorporated into this DPA by this reference), as follows:

- i. *C2P Transfers – EU GDPR*: in relation to Licensee Personal Data that is protected by the EU GDPR, the EU SCCs will be completed as follows:
  - a. Module Two will apply;
  - b. in Clause 7, the optional docking Clause will not apply;
  - c. in Clause 9, Option 2 will apply, and the time period for prior notice of sub-Processor changes shall be as set out in clause 8(b) of this DPA;
  - d. in Clause 11, the optional language will not apply;
  - e. in Clause 17, Option 2 will apply, and the EU SCCs will be governed by the law of the EU Member State in which the data exporter is established; Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Republic of Ireland;
  - f. in Clause 18(b), disputes shall be resolved before the courts of the Republic of Ireland;
  - g. in Annex I:
    - i. Part A: with the information set out in Schedule 1 to this DPA;
    - ii. Part B: with the information set out in Schedule 2.A to this DPA; and
    - iii. Part C: in accordance with the criteria set out in Clause 13(a) of the EU SCCs;
  - h. Annex II of the EU SCCs shall be deemed completed with the information set out in Schedule 3 to this DPA.
- ii. *C2P Transfers – UK GDPR*: in relation to Licensee Personal Data that is protected under the UK GDPR, then:
  - i. The EU SCCs, completed as set out above in sub-clause (i) shall also apply to transfers of such Licensee Personal Data, subject to sub-clause ii below;
  - ii. The UK Addendum shall be deemed executed between the parties, and:
    - A. the tables in Part 1 of the UK Addendum shall be deemed completed with the information set out at Schedule 4;



- B. the EU SCCs shall be deemed amended as specified by Part 2 of the UK Addendum in respect of the transfer of such Licensee Personal Data.

10. **Transfers of Insignia Personal Data.** The parties agree that when the transfer of Insignia Personal Data from Licensee to Insignia is a Restricted Transfer it shall be subject to the appropriate Standard Contractual Clauses, which are deemed entered into (and incorporated into this DPA by this reference), as follows:

- i. *C2C Transfers – EU GDPR:* in relation to Insignia Personal Data that is protected by the EU GDPR, the EU SCCs will be completed as follows:
  - a. Module One will apply;
  - b. in Clause 7, the optional docking Clause will not apply;
  - c. in Clause 11, the optional language will not apply;
  - d. in Clause 17 Option 2 will apply, and the EU SCCs will be governed by the law of the EU Member State in which the data exporter is established; Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of the Republic of Ireland;
  - e. in Clause 18(b), disputes shall be resolved before the courts of the Republic of Ireland;
  - f. in Annex I:
    - i. Part A: with the information set out in Schedule 1 to this DPA;
    - ii. Part B: with the information set out in Schedule 2.B to this DPA; and
    - iii. Part C: in accordance with the criteria set out in Clause 13(a) of the EU SCCs;
  - g. Annex II: with the information set out in Schedule 3 to this DPA.
- ii. *C2C Transfers – UK GDPR:* in relation to Insignia Personal Data that is protected under the UK GDPR, then:

- i. The EU SCCs, completed as set out above in sub-clause (i) shall also apply to transfers of such Insignia Personal Data, subject to sub-clause ii below;
- ii. The UK Addendum shall be deemed executed between the parties, and:
  - A. the tables in Part 1 of the UK Addendum shall be deemed completed with the information set out at Schedule 4;
  - B. the EU SCCs shall be deemed amended as specified by Part 2 of the UK Addendum in respect of the transfer of such Insignia Personal Data.

11. **Limitation of Liability.** Each party's and all of its affiliates' liability, taken together in the aggregate, arising out of or related to this DPA whether in contract, tort or under any other theory of liability, is subject to the "Limitation of Liability" section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its affiliates under the Agreement and this DPA. For the avoidance of doubt, Insignia's and its Affiliates' total liability for all claims from Licensee arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and this DPA.

12. **Governing Law.** The parties agree that (1) governing law of this DPA, and (2) the forum for all disputes in respect of this DPA, shall be the same as set out in the Standard Contractual Clauses, unless otherwise required by applicable Data Protection Laws and Regulations.

**Schedule 1 – List of Parties**

Name (including trading name, if different):	Insignia Health, LLC
Official registration number (if any) (company number or similar identifier)	20-5664237
Address:	1521 Concord Pike, Suite 301-221 Wilmington, DE 19803 United States
Contact person's name, position and contact details:	Chris Delaney, Vice President chris.delaney@phreesia.com
Activities relevant to the data transferred under these Clauses:	As described in Schedule 2.
Signature and date:	
Role (controller/processor):	Processor / Controller (as set out in clause 2.a)

Name (including trading name, if different):	Licensee
Official registration number (if any) (company number or similar identifier)	
Address:	
Contact person's name, position and contact details:	
Activities relevant to the data transferred under these Clauses:	As described in Schedule 2.
Signature and date:	
Role (controller/processor):	Controller

**Schedule 2  
Processing Details**

A. Licensee Personal Data	
Categories of data subjects whose personal data is transferred:	Participants in any of Licensee’s healthcare programs or others who are provided access to the PAM Materials by Licensee or Licensee’s affiliates or sub-licensees.
Categories of personal data transferred:	Insignia collects information from Participants based on how Licensee inputs identifying information into Insignia’s platform. Input information may include medical identification number or other identification number, first or last name, address, phone number, email address, gender, ethnicity, or date of birth.
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:	Health data obtained from the PAM Materials.
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	Frequency: continuous.

Nature of the processing:	Provision of services as set out in the Agreement.
Purpose(s) of the data transfer and further processing:	Processor Permitted Purpose. Insignia processes data as part of its software platform which allows licensees to score the Patient Activation Measure <sup>®</sup> , and use or administer other PAM Materials.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	Insignia will Process Licensee Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing. Insignia will retain Personal Data as set forth in the Agreement and Insignia’s Data Protection Policy.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	Where Insignia engages processors (or sub-Processors) it will do so in compliance with the terms of the Standard Contractual Clauses. The subject matter, nature and duration of the Processing activities carried out by the Processor (or sub-Processor) will not exceed the subject matter, nature and duration of the Processing activities as described in this Schedule.

B. Insignia Personal Data	
Categories of data subjects whose personal data is transferred:	Licensee Personnel
Categories of personal data transferred:	Names, email addresses, phone numbers, employer identity, business or tax identification number.
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data	None

and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:	
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	Frequency: continuous.
Nature of the processing:	Administration of the relationship between Insignia and Licensee
Purpose(s) of the data transfer and further processing:	Insignia's legitimate interests in administering its business and client relationships
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	Insignia will retain Insignia Personal Data as set forth in Insignia's Privacy Policy and GDPR Notice Data Protection Policy: <a href="https://www.insigniahealth.com/privacy">https://www.insigniahealth.com/privacy</a> .

### Schedule 3

#### Security Measures

*Description of the technical and organisational measures implemented by Insignia (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

<p><i>Measures of pseudonymisation and encryption of personal data</i></p>	<p>Licensee approval of forms and data collection is required.          Individuals are managed using a unique, de-identified ID. If the Licensee collects additional free form data about the patient (<i>i.e.</i> name, email, etc.), this information is not de-identified and linked to the de-identified ID.          Transport sessions use encrypted TLS 1.2          Stored data is encrypted using AES-256</p>
<p><i>Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services</i></p>	<p>Systems are managed within Azure environment and toolsets.</p>
<p><i>Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident</i></p>	<p>Systems and backups are managed within Azure environment and toolsets.</p>
<p><i>Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing</i></p>	<p>Phreesia, Inc. undergoes stringent external audit and maintains SOC2 Type 2, PCI DSS AOC, and HITRUST certification. Insignia maintains GDPR alignment. Phreesia acquired Insignia Health, LLC in 2021. Phreesia's current attestations, performed in 2021, do not include Insignia Health. Phreesia is currently working to incorporate Insignia Health into Phreesia's environment and products. As these new services are incorporated, they will be validated within Phreesia's compliance infrastructure.</p>

<i>Measures for user identification and authorisation</i>	Licensee user administrator authorizes and manages access. Each has a unique username and password.
<i>Measures for the protection of data during transmission</i>	Transport sessions use encrypted TLS 1.2
<i>Measures for the protection of data during storage</i>	Stored data encrypted using AES-256
<i>Measures for ensuring physical security of locations at which personal data are processed</i>	Data stored within Azure physical environment, identified as a complementary subservice organization.
<i>Measures for ensuring events logging</i>	Sumo Logic SIEM in use to manage audit logs, notify, and report events.
<i>Measures for ensuring system configuration, including default configuration</i>	Systems managed within Azure environment and toolsets.
<i>Measures for internal IT and IT security governance and management</i>	Phreesia undergoes stringent external audit and maintains SOC2 Type 2, PCI DSS AOC, and HITRUST certification. Insignia maintains GDPR alignment. Phreesia acquired Insignia in 2021. Phreesia's current attestations, performed in 2021, do not include Insignia. Phreesia is currently working to incorporate Insignia Health into Phreesia's environment and products. As these new services are incorporated, they will be validated within Phreesia's compliance infrastructure.
<i>Measures for certification/assurance of processes and products</i>	Phreesia undergoes stringent external audit and maintains SOC2 Type 2, PCI DSS AOC, and HITRUST certification. Insignia maintains GDPR alignment. Phreesia acquired Insignia Health in 2021. Phreesia's current attestations, performed in 2021, do not include Insignia. Phreesia is currently working to incorporate Insignia into Phreesia's environment and products. As these new services are incorporated, they will



	be validated within Phreesia's compliance infrastructure.
<i>Measures for ensuring data minimisation</i>	Licensee approval of forms and data collection is supported by secure development standards including Input Validation.
<i>Measures for ensuring data quality</i>	Licensee approval of forms and data collection is supported by secure development standards including Input Validation.
<i>Measures for ensuring limited data retention</i>	We retain data for the minimum required amount of time and are assimilating into Phreesia's Data Handling Standard for retention and disposal expectations.
<i>Measures for ensuring accountability</i>	Sumo Logic SIEM in use to manage audit logs, notify, and report events.
<i>Measures for allowing data portability and ensuring erasure]</i>	We retain data for the minimum required amount of time and are assimilating into Phreesia's Data Handling Standard for retention and disposal expectations.

**Subject Rights (clause 10(b) of Module 2 of the EU SCCs)**

Insignia shall assist the Licensee (on request) in complying with any subject rights requests.

**Schedule 4 – UK Addendum: Part 1 – Tables**

**Table 1: Parties**

<b>Start date</b>	The Effective Date			
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>		<b>Importer (who receives the Restricted Transfer)</b>	
<b>Parties' details</b>	<b>Full legal name:</b>	The entity names set out under Schedule 1 (List of Parties).	<b>Full legal name:</b>	The entity names set out under Schedule 1 (List of Parties).
	<b>Trading name (if different):</b>	The trading names for each entity set out under Schedule 1 (List of Parties).	<b>Trading name (if different):</b>	The trading names for each entity set out under Schedule 1 (List of Parties).
	<b>Main address (if a company registered address):</b>	The address of each entity set out under Schedule 1 (List of Parties).	<b>Main address (if a company registered address):</b>	The address of each entity set out under Schedule 1 (List of Parties).
	<b>Official registration number (if any) (company number or similar identifier):</b>	The number for each entity as set out under Schedule 1 (List of Parties).	<b>Official registration number (if any) (company number or similar identifier):</b>	The number for each entity as set out under Schedule 1 (List of Parties).
<b>Key Contact</b>	The contact person (and details thereof) for each entity set out under Schedule 1 (List of Parties).		The contact person (and details thereof) for each entity set out under Schedule 1 (List of Parties).	
<b>Signature</b>	See execution block of this DPA.		See execution block of this DPA.	

**Table 2: Selected SCCs, Modules and Selected Clauses**

<b>Addendum EU SCCs</b>	The Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:
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<b>Module</b>	<b>Module in operation</b>	<b>Clause 7 (Docking clause)</b>	<b>Clause 11 (Option)</b>	<b>Clause 9a (Prior Authorisation or General Authorisation)</b>	<b>Clause 9a (Time period)</b>	<b>Is personal data received from the Importer combined with personal data collected by the Exporter?</b>
As selected in clause 9 and 10 of this DPA.						No

**Table 3: Appendix Information**

The Appendix Information shall be deemed completed as set out in Schedules 1, 2 and 3 of this DPA.

**Table 4: Ending the UK Addendum when the Approved Addendum Changes**

<b>Ending the UK Addendum when the Approved Addendum changes</b>	Which Parties may end the UK Addendum as set out in Section 19: <ul style="list-style-type: none"> <li>• Licensee</li> <li>• Insignia</li> </ul>
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