

HealthJoy Data Processing Addendum
Effective Date: 06/11/2026

1. Scope and Applicability

This Addendum supplements all Client Terms and Conditions, Order Forms, or other ordering documents between HealthJoy and Client for the Client's subscription to the HealthJoy Program for use by the Client's Members. It applies only to **Personal Information (PI)** that is not classified as Protected Health Information (PHI) under HIPAA and the incorporated BAA. In the event of a conflict between the ordering documents and this Addendum, this Addendum controls. In the event of a conflict between this Addendum and the BAA in place between HealthJoy and the Client, the BAA will control.

2. Modernized Compliance

HealthJoy will comply with all applicable **U.S. state data protection laws**, including, but not limited to, the CCPA/CPRA, VCDPA, and subsequent state or federal privacy statutes, and excluding HIPAA, solely as applicable to its role as a data processor or service provider providing the services set forth in the ordering documents. HealthJoy will:

- Inform Client if it can no longer meet these legal obligations.
- Ensure all personnel processing PI are bound by confidentiality.

3. Streamlined Processing Purposed & Categories

HealthJoy processes PI (including contact, authentication, insurance, and sensitive data like geolocation or health characteristics) for the following core objectives:

- **Service Delivery:** Providing navigation and steerage related services as set forth in the ordering document, insurance plan management assistance, billing assistance, and customer support.
- **Security & Integrity:** Fraud prevention, user verification, and maintaining technical functionality.
- **Operational Optimization:** Analyzing usage trends, auditing services, and complying with legal mandates.

4. Data Restrictions & Obligations

HealthJoy does not sell PI or share it for cross-context behavioral advertising.

5. Client Rights and Audits

- **Assistance:** HealthJoy will assist Client, at Client's expense, in responding to Consumer Requests and Client meeting security breach notification obligations, provided that Client shall reimburse HealthJoy for all commercially reasonable time spent (at HealthJoy's standard professional services rates) and out-of-pocket costs incurred in providing such assistance.
- **Assessments:** An independent Assessor will conduct annual audits, typically SOC 2 Type II. HealthJoy will provide a copy of its most recent summary report upon written request, no more than once per twelve (12) month period, and such report shall be treated as HealthJoy's Confidential Information pursuant to the Client Terms and Conditions at www.healthjoy.com/legal.

- **Use:** At the end of the Service and if Client requests in writing pursuant to the notice provision of the Client Terms and Conditions (link above), HealthJoy will securely delete PI from production databases. Client acknowledges that PI residing on archived or backup servers cannot be immediately deleted but will be rendered inaccessible and securely overwritten in the ordinary course of HealthJoy's standard backup retention cycle.

6. Subprocessor Management

HealthJoy uses subprocessors and Client approves the Subprocessors listed at healthjoy.com/subprocessors. Client may sign up for notifications at the link provided. HealthJoy may update the list in its sole discretion and updates to the list constitute notice. If Client can demonstrate that the new subprocessor cannot meet the security or privacy requirements of this DPA, then Client may object to a new subprocessor in writing pursuant to the notice provision of the Client Terms and Conditions (link above) within ten (10) business days of the online update, detailing reasonable grounds related to data protection. If Client does not object within this period, the subprocessor is deemed accepted. If a valid objection is made and cannot be resolved commercially, HealthJoy may terminate the affected service upon thirty (30) days' written notice without penalty.

7. Defense of Third Party Claims & Liability

Each party agrees to defend the other against third-party claims arising from a breach of this Addendum and to pay the damages awarded by a court of competent jurisdiction arising from such third-party claims. All requirements for such defense as set forth in the ordering documents, including, without limitation, notice of third-party claims and assistance, continue to apply. All limitations of liability set forth in the ordering documents between HealthJoy and Client shall apply to this Addendum.
