

This Data Processing Agreement (**DPA**) sets forth confidentiality and privacy requirements with respect to Personal Data Processed by Supplier on behalf of Elanco to ensure that the Processing by Supplier is compliant with applicable privacy and data protection laws globally and the requirements of Elanco's Privacy Program.

1. Definitions.

For the purposes of this Agreement:

- (a) "Agreement" means the entire agreement between the Supplier and Elanco under which the Supplier performs services including the Processing of Personal Data on behalf of Elanco.
- (b) "Applicable Laws" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate, judgment, decree, injunction, writ, order, subpoena, or like action of a national, federal, state, provincial, regional, local and/or other governmental authority related to privacy, data security, and/or data protection that applies, as the context requires to: (i) the Agreement and this DPA; (ii) the performance of obligations or other activities related to the Agreement; and (iii) a party, a party's affiliates (if any), a party's subcontractors (if any), or to any of their representatives.
- (c) "Consent" means any freely given, specific and informed indication of the individual's wishes by which he/she, by a statement or by a clear affirmative action, signifies agreement to the Processing of his/her Personal Data.
- (d) "Data Subject" means an identified or identifiable natural person to whom Personal Data relates.
- (e) "Data Transfer Program" means any framework, agreement, or mechanism that complies with Applicable Laws for the transfer of Personal Data.
 - (i) from the European Economic Area ("EEA") or Switzerland to the U.S., or
 - (ii) from any country that restricts the transfer of Personal Data from such country to another country.
- (f) "Personal Data" also includes "Personal Information" and means any information Processed by Supplier on behalf of Elanco and/or its affiliates, that alone, or in combination with other information, relates to an identified or identifiable individual, or otherwise identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal Data can be in any media or format, including computerized or electronic records as well as paper-based files. For the avoidance of doubt, Personal Data that has been pseudonymized, meaning that the information may not be directly attributed to a natural person without the use of additional information, will also be considered Personal Data.
- (g) "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization,

storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, structuring, restriction, or otherwise making available, alignment or combination, blocking or erasure, or destruction.

- (h) "Processor" means an entity undertaking Processing. For the purposes of the Agreement and this DPA, the Supplier is a Processor of Elanco Personal Data.
- (i) "Personal Data Breach" means:
 - (i) Any unauthorized, accidental, or unlawful loss, acquisition, modification, use, destruction, alteration, disclosure, transfer, or transport of, or access to Personal Data; and
 - (ii) Any substantially similar term to the above as defined by Applicable Laws.
- (j) "Sensitive Personal Data" is a subset of Personal Data, which due to its nature has been classified by law or by Elanco policy as deserving additional privacy and security protections. Sensitive Personal Data consists of:
 - (i) All government-issued identification numbers (including US Social Security numbers, EU Social Security numbers, Canadian Social Insurance numbers, Japanese My Number Social Security/Tax numbers, driver's license numbers, and passport numbers);
 - (ii) All financial account numbers (bank account numbers, credit card numbers, and other information if that information would permit access to a financial account);
 - (iii) Individual medical records and biometric information, including any information on any worker or consumer's health, disability, as well as all data relating to an individual person's health;
 - (iv) medical, health or biometric information which can directly or indirectly be attributed to an identified or identifiable individual;
 - (v) Reports of individual background checks and all other data obtained from a U.S. consumer reporting agency and subject to the *Fair Credit Reporting Act*;
 - (vi) Data elements revealing race, ethnicity, national origin, religion, philosophical beliefs, trade union membership, political orientation, sex life or sexual orientation, criminal records, histories of prosecutions or convictions, or allegations of crimes; and
 - (vii) Any other Personal Data designated by Elanco as Sensitive Personal Data (for example, but not limited to, "special care-required personal information" as defined and stipulated in Japan's Personal Information Protection Act shall be included as part of Sensitive Personal Data).
- (k) "Services" means the specific services that Supplier performs for Elanco under the Agreement.

2. Personal Data Processing Details: **to be completed by Supplier**

Supplier represents that the following is accurate to the best of their knowledge:

- (a) Supplier's Registered Name and Address:

(b) Supplier is the Processor of Elanco. If Supplier believes that it is also, in part, a “Controller” of the Personal Data in some manner, Supplier must indicate below that: (i) it believes it is a Controller, and (ii) describe the nature and purpose of its data Processing as a Controller, including the Data Subjects and Personal Data for which it will be a Controller (Note: if this option is selected, the privacy office will likely require additional documentation):

In addition to being a Processor, Supplier asserts that it is a Controller with respect to the Processing of certain Personal Data.

N/A Supplier is not a Controller with respect to this processing activity.

If applicable, describe the nature and purpose of your Processing as a Controller:

(c) Describe the nature and purpose of the Personal Data Processing to be undertaken by Supplier as set forth in the description of Services:

(d) Select the type of Data Subjects whose Personal Data will be Processed by Supplier as part of the Services:

Employees

Consumers (e.g., pet owner or website visitor)

Customers (including Animal Health Professionals)

Clinical Investigators

Suppliers, contracted consultants and contracted contingent workers

Other (**please list**):

(e) List the categories and detail of the Personal Data that will be Processed by Supplier as part of the services to Elanco: *Examples of Personal Data categories include Contact information (email address, phone number, postal address), Name & Role (Name, Role Title, Role Path/level, Employer) Financial information (financial account relating to a person, debit/credit card, salary details etc.).*

(f) Supplier will Process Elanco Personal Data that originates from the following countries:

(g) Supplier will Process Elanco Personal Data in the following countries:

(h) If applicable, Supplier has completed the Elanco Third Party Transfer Risk Assessment¹.

¹ The Supplier must complete a Third-Party Risk Assessment if the Supplier is transferring Elanco Personal Data,



- Yes
- No
- Not applicable

3. General Obligations.

- (a) Supplier will only collect, access, maintain, use, or otherwise Process Personal Data solely for the purpose of performing the Services for Elanco and to meet its obligations as set forth and in accordance with the Agreement, this **DPA**, and any documented instructions of Elanco. In addition, Supplier will not transfer, or permit any of its Subcontractors to transfer, Personal Data to a third country, unless it does so in accordance with a Data Transfer Program or it is required to do so by Applicable Laws to which Supplier is subject. In the case of a legal obligation to transfer Personal Data to a third country, the Supplier shall inform Elanco of that legal requirement before Processing and transfer of the Personal Data, unless the Applicable Laws prohibit such notification to Elanco on important grounds of public interest. In the event Supplier believes that it cannot satisfy its obligations under the Agreement while complying fully with the requirements of this DPA, Supplier shall notify Elanco immediately and shall not proceed with any act that would violate this DPA until the conflict is resolved.
 - (i) Supplier will complete Section 2, Personal Data Processed, and Supplier hereby represents and warrants that all such responses to the questions set forth in Section 2 are true and accurate to the best of Supplier’s knowledge.
- (b) If Supplier indicates in Section 2 (b) that it is a “Controller” with respect to some of the Personal Data, then, strictly with respect to its Processing of the Personal Data in its capacity as a Controller, this Section 3(b) shall state Supplier’s obligations.
 - (i) With respect to its Processing of the Personal Data in its capacity as a Controller, Supplier represents and warrants to Elanco that:
 - (1) It will only Process the Personal Data for the Controller purposes set forth in Section 2, and for no other purpose;
 - (2) Its Processing will comply with all Applicable Laws, including all obligations imposed by any applicable **DPA**;
 - (3) In addition to the indemnification provisions set forth in Section 8, Supplier shall fully and completely indemnify Elanco from and against any and all claims, actions, liabilities, losses, damages, statutory damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys’ fees and defense costs and amounts paid in investigation, defense or settlement of the foregoing) arising from or related to Supplier’s Processing of the Personal Data in its capacity as a Controller;
 - (4) It has a direct relationship with Data Subjects apart from the relationship that exists or will exist in its performance of the Services for Elanco under

that originates in the European Economic Area (EEA), to a third country outside of the EEA, or originates in China and is transferred outside of the country, via Standard Contractual Clauses (SCCs).

- the Agreement;
- (5) It alone will determine and be responsible for the purposes and means for which that Personal Data it Processes as a Controller will be Processed;
 - (6) Its role as a Controller in no way affects or diminishes its obligations as a Processor under this Agreement, its provision of the Services to Elanco, and Elanco's rights or obligations with respect to Personal Data subject to this **DPA**.
- (c) At appropriate intervals or as otherwise requested by Elanco, Supplier will provide a copy of its written privacy policies and procedures to Elanco.
- (d) Supplier shall promptly upon receipt (but no later than 24 hours from receipt) inform Elanco, in writing:
- (i) of any request for access to Personal Data received by Supplier from an individual who is (or claims to be) the Data Subject, or a request from such Data Subject to cease or not begin Processing, or to rectify, block, restrict, erase, or destroy any such Personal Data;
 - (ii) of any request to receive Personal Data in a structured, commonly used, and machine-readable format and/or transmit the data to another controller received by Supplier from an individual who is the subject of the data;
 - (iii) of any other request by a Data Subject attempting to exercise what they believe are their rights under Applicable Laws;
 - (iv) of any request received by Supplier from any government official (including any data protection authority or law enforcement agency) relating to the Processing of Personal Data.
 - (v) of any inquiry, claim or complaint regarding the Processing of the Personal Data received by Supplier;
 - (vi) of any other requests or demands received from third parties with respect to Personal Data (each of (d)(i)-(vi) a "Privacy Communication").

Supplier shall follow reasonable instructions by Elanco for all Privacy Communications received by either Supplier or Elanco and shall assist Elanco in responding to such requests, except where restricted by Applicable Law, using appropriate technical and organizational measures. Supplier understands that it is not authorized to respond to a Privacy Communication, unless explicitly authorized by the Agreement or by Elanco in writing, except for the request received from a governmental agency or any third party with a subpoena or similar legal document, made under Applicable Laws, compelling disclosure by Supplier.

- (e) Supplier will promptly and thoroughly investigate allegations of any Personal Data Breach or use or disclosure of Personal Data of which Supplier is aware that is or could be in violation of this **DPA**. Supplier will notify Elanco, at privacy@elancoAH.com, promptly upon discovery of any Personal Data Breach or material violation of this **DPA**. Supplier shall bear all of its and Elanco's costs associated with resolving a Personal Data Breach that arises or results from Supplier's acts or omissions (or those of Supplier's officers, employees, agents, or subcontractors), or Supplier's violation of this **DPA**, including costs and expenses

associated with conducting an investigation, notifying Data Subjects, government agencies, media outlets, and others as required by Applicable Laws or Elanco's reasonable determination, providing consumers with one year of credit monitoring as required by Applicable Laws or Elanco's reasonable determination, and responding to consumer, regulator and media inquiries.

- (f) Any Personal Data Processed by Supplier in the performance of the Services shall be limited to that Personal Data that is necessary to perform such Services or to fulfill any legal requirements. Supplier may not de-identify or anonymize Personal Data for Supplier's own use, even if aggregated with other data, unless such de-identification or anonymization and subsequent use by Supplier is explicitly permitted in the Agreement. Supplier shall only store the Personal Data for the amount of time necessary to fulfill the intended purpose. Supplier shall take reasonable steps to assure the integrity and currency of the Personal Data in accordance with document management provisions in the Agreement.

If the Services involve the collection of Personal Data directly from individuals, such as through a registration process or a webpage, Supplier will use the privacy statement and consent (if applicable) as directed by Elanco. However, no terms of use, privacy statement or other provisions presented to individuals via a webpage or in any other manner shall alter the Supplier's obligations or rights under this DPA or the manner in which the Supplier may use Personal Data.

- (g) Elanco generally authorizes Supplier to engage subcontractors to Process Personal Data provided that Supplier shall inform Elanco of any intended changes concerning the addition or replacement of other subcontractor and Elanco will have the right to object to such change and terminate the Agreement. Any subcontractors will be permitted to Process Personal Data only to deliver the Services Supplier has retained them to provide under this Agreement and will be prohibited from Processing Personal Data for any other purpose. Prior to giving any Subcontractor access to Personal Data, Supplier shall ensure that such Subcontractor has entered into a written agreement requiring that the subcontractors abide by terms no less protective than those provided in this Agreement. Supplier shall be fully liable for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Supplier.

Any breach of the above provision by the Supplier shall be considered a material breach of the Agreement by Supplier and shall allow Elanco to immediately terminate the Agreement between the parties, by law, and if Elanco elects to terminate this Agreement, Elanco shall provide notice to Supplier as set forth in the notice section of the Agreement.

- (h) Without prejudice to any of the Supplier's obligations in this Agreement, Supplier shall cooperate with Elanco and with Elanco's affiliates and representatives in responding to inquiries, claims and complaints regarding the Processing of the Personal Data.
- (i) Supplier shall secure all necessary authorizations from its employees and approved subcontractors to allow Elanco to Process the Personal Data of these individuals as necessary for the performance of the Agreement by Elanco, including information required

to access Elanco systems or facilities, the maintenance of individual performance metrics and similar information.

4. Confidentiality of Personal Data

- (a) Supplier must maintain all Personal Data in strict confidence. Supplier shall make the Personal Data available only to its employees and onsite subcontractors who have a need to access the Personal Data in order to perform the Services and are subject to binding obligations to keep the Personal Data confidential. Supplier shall not disclose, transmit, or make available the Personal Data to third parties (including subcontractors), unless such disclosure, transmission, or making available has been explicitly authorized by Elanco in writing. In no event may Supplier provide Personal Data to a subcontractor or sub-processor unless that entity has agreed in writing to terms no less protective than those contained herein, including the provisions regarding security and Elanco audit rights.
- (b) When the Supplier ceases to perform Services for Elanco, at the choice of Elanco, Supplier shall return all Personal Data (along with all copies and all media containing the Personal Data) to Elanco or shall securely destroy all Personal Data and so certify to Elanco.

5. Security

Supplier shall, with respect to all Processing of Personal Data, comply with the Elanco *Information Security Standard*, (<https://www.elanco.com/en-us/suppliers>) and is fully incorporated into this **DPA** by this reference.

6. Compliance with Laws.

- (a) Supplier must stay informed of the legal and regulatory requirements for its Processing of Personal Data. In addition to being limited to satisfaction of the Services, Supplier's Processing shall comply with all Applicable Laws.
- (b) Supplier shall promptly assist and cooperate with Elanco to allow Elanco to comply with all Applicable Laws, including in respect of cooperation with government, regulatory and supervisory authorities, and data protection impact assessments.
- (c) Where required by Applicable Law, Supplier shall appoint a data protection officer, and shall inform, and keep Elanco updated in respect of, the name and contact details of its data protection officer.

7. Cross-Border Transfer Obligations.

If at any time during the course of this Agreement, Supplier receives Personal Data directly from a member state of the EEA or Switzerland, the United Kingdom, China, or another country with Applicable Laws that restricts transfer of Personal Data to third countries ("Data Localization Country") in a country that is not deemed to provide an adequate level of data protection by the EU Commission or such Data Localization Country, or sends Personal Data from a Data Localization Country to a country that is not deemed to provide an adequate level of data protection by the EU Commission or applicable Data Localization Country, Supplier agrees and represents that prior to such disclosure or receipt of Personal Data it will:

- (i) Complete the third-party data transfer risk assessment; and
- (ii) Promptly cooperate with Elanco or its affiliates to duly complete, execute and comply with the Standard Contractual Clauses as provided by the EU Commission (set forth on Elanco's Procurement Portal as "EU Standard Contractual Clauses for Data Transfer") or undertake the mechanism required by the Data Transfer Program of a Data Localization Country with respect to all transfers of or remote access to Personal Data from the EEA and/or Switzerland or a Data Localization Country, to or by Supplier, as the case may be.

If the Supplier cannot comply the obligations set forth in this Section 7 for any reason, the Parties shall cooperate to promptly settle on and execute appropriate alternative compliance measures.

8. Indemnification and Limitation of Liability

In addition to any indemnification obligations set forth in the Agreement, Supplier shall indemnify, defend and hold harmless Elanco, its affiliated companies, and each of their respective officers, directors, employees and agents, from and against any and all claims, actions, liabilities, losses, damages, statutory damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and defense costs and amounts paid in investigation, defense or settlement of the foregoing) which may be sustained or suffered by any of them for: (i) a Personal Data Breach arising out of or based upon Supplier's, or Supplier's subcontractor's, actions; and (ii) Supplier's, or Supplier's subcontractor's, breach of this DPA. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THE AGREEMENT IS APPLICABLE TO THE FOREGOING INDEMNITY OBLIGATIONS OR SUPPLIER'S OR ITS SUBCONTRACTOR'S BREACH OF THIS DPA.