

## **Data Processing Agreement (DPA)**

### **1. Relationship**

HFHS acts as the Data Controller. The Service Provider VIVA USA INC is the contracted Data Processor acting solely under HFHS's instructions.

### **2. Compliance Standards**

This DPA complies with applicable Federal and State privacy laws/frameworks such as:

- California Consumer Privacy Act (CCPA) & California Privacy Rights Act (CPRA)
- Virginia Consumer Data Protection Act (VCDPA)
- Colorado Privacy Act (CPA)
- Connecticut Data Privacy Act (CTDPA)
- Utah Consumer Privacy Act (UCPA)
- Texas Data Privacy and Security Act (TDPSA)
- Oregon Consumer Privacy Act (OCPA)
- Montana Consumer Data Privacy Act
- Iowa Consumer Data Protection Act (ICDPA)
- Indiana Consumer Data Protection Act
- Tennessee Information Protection Act
- Florida Digital Bill of Rights (FDBR)
- GLBA (if financial information is involved)
- NIST SP 800-53 and FedRAMP baselines for relevant Government contracts

### **3. Security Commitments**

The Data Processor VIVA USA INC agrees to:

- Use secure infrastructure hosted in U.S.-based or FedRAMP-authorized data centers
- Maintain ongoing vulnerability assessments and patching
- Limit data access to authorized personnel only

### **4. Subprocessor Use**

The Data Processor VIVA USA INC must:

- Notify HFHS prior to the use of any Subprocessor
- Enter binding contracts to ensure equivalent protection

### **5. Incident Response**

The Data Processor VIVA USA INC will notify HFHS within 72 hours of any confirmed breach and assist in breach mitigation, forensic investigation, and required U.S. Federal/State notifications.

## **6. Termination**

Upon request or contract termination, the Data Processor VIVA USA INC will:

- Return data in a mutually agreed format
- Purge residual data from systems and backups, subject to legal exceptions