

# **CuraWell LLC**

## Data Processing Addendum (DPA)

Last Updated: December 19, 2025

Jurisdiction: Texas with federal overlays; HIPAA obligations addressed via separate Business Associate Agreement (BAA) where PHI is involved.

Company Contact: [info@curawellwoundcare.com](mailto:info@curawellwoundcare.com) • +1 (713) 489-4301

This DPA is intended to be attached to a master services agreement or similar contract where one party processes personal data on behalf of CuraWell.

### **Appendix 3 — Sub-processor List (Schedule C)**

As of the effective date of this DPA, Vendor represents that it has not engaged any sub-processors to process personal data on CuraWell's behalf for the services in scope.

Sub-processor	Service	Location	Data Categories
None	None	None	None

## 1. Definitions

Controller: determines purposes/means. Processor: processes on behalf of Controller. Personal Data: information reasonably linkable to an individual, excluding PHI governed by HIPAA under a BAA. Security Incident: unauthorized access/use/disclosure or loss of Personal Data.

## 2. Roles and Instructions

CuraWell is Controller and Vendor is Processor (unless the Agreement states otherwise). Vendor processes only on documented instructions and not for its own purposes.

## 3. Processing Details

See Appendix 1 (Schedule A).

## 4. Confidentiality

Vendor ensures authorized personnel are bound by confidentiality and trained; access is least-privilege.

## 5. Security Measures

Vendor maintains safeguards consistent with Appendix 2 (Schedule B).

## 6. Sub-processors

Vendor uses sub-processors only under written agreements with equivalent protections; Vendor remains responsible.

## 7. International Transfers

If transfers occur, Vendor ensures appropriate safeguards and provides information upon request.

## 8. Data Subject Requests Assistance

Vendor assists CuraWell with applicable privacy rights requests and notifies CuraWell of direct requests.

## 9. Incident Notification

Vendor notifies CuraWell without undue delay and, where feasible, within 72 hours of confirmation, and cooperates on remediation and notifications.

## 10. Audit

Vendor provides information to demonstrate compliance and supports reasonable audits, subject to confidentiality and security safeguards.

## 11. Deletion/Return

On termination, Vendor returns or deletes Personal Data unless legally required to retain.

## 12. Order of Precedence

BAA (for PHI) controls over this DPA; this DPA controls over the Agreement for Personal Data.

## Appendix 1 – Schedule A (Processing Details)

Element	Details (to be completed per vendor/service)
Data Subjects	Website visitors; prospective customers; business contacts; job applicants (if applicable); vendors/contractors.
Categories of Personal Data	Identifiers; device/internet data; communications data; account/admin metadata (if any).
Sensitive Data / PHI	Not intended. PHI requires a BAA and written scope approval.
Nature of Processing	Collection, storage, hosting, transmission, access control, support, analytics, deletion/return.
Purpose(s)	Provide services; security; support; performance; legal compliance.
Retention	Term of services + limited backups; documented in Agreement/SOW.

## Appendix 2 – Schedule B (Security Controls)

Control Area	Minimum Requirements
Access Control	Unique IDs; least privilege; MFA for admin; timely deprovisioning.
Encryption	TLS in transit; encryption at rest where feasible.
Logging/Monitoring	Security logs and monitoring; retention policy.
Vulnerability Management	Regular patching; scanning; remediation.
Backups/Resilience	Backups; tested restore; continuity planning.
Incident Response	Documented plan; escalation; preservation as appropriate.
Personnel Security	Confidentiality; training; checks where permissible.

## Appendix 3 — Schedule C (Sub-processor List)

Sub-processor	Service	Location	Data Categories
TBD	TBD	TBD	TBD

### Contact

For DPA questions, contact CuraWell at [info@curawellwoundcare.com](mailto:info@curawellwoundcare.com) or +1 (713) 489-4301.