

Data Processing Addendum

Pursuant to the Employer Benefits Program Terms ("**Agreement**") between Gen Digital Inc. and its affiliates ("**Gen**"), and the applicable employer ("**Employer**") (each a "**Party**"; collectively the "**Parties**"), and in furtherance of each Party's obligations under the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time ("**CCPA**"), and any other applicable data protection legislation in the United States, the Parties hereby adopt this Data Processing Addendum ("**Addendum**"), which will remain in effect for so long as Gen maintains Employer-Provided Personal Information (as defined below) pursuant to the Agreement. This Addendum prevails over any conflicting terms of the Agreement.

1. **Definitions.** For the purposes of this Addendum:

1.1. The capitalized terms used in this Addendum and not otherwise defined in this Addendum shall have the definitions set forth in the CCPA.

1.2. "**Services**" means the services or products provided by Gen pursuant to the Agreement.

2. **Roles and Scope.**

2.1. This Addendum applies only to Personal Data that Employer provides to Gen to enable the enrolment of its personnel into the Services or to perform a Business Purpose (as defined in the CCPA) pursuant to the Agreement ("**Employer-Provided Personal Information**"). For the avoidance of doubt, once an individual End User to whom the Employer-Provided Personal Information relates (the "**Data Subject**") has enrolled for the Services with Gen, any Personal Information processed by Gen about that Data Subject is solely the responsibility of Gen and is not subject to this Addendum. The Parties acknowledge that following the enrolment of a Data Subject into the Services, and Data Subject's acceptance of End User Terms, the Data Subject becomes a direct customer of Gen, meaning any Employer-Provided Personal Information associated with that Data Subject becomes Personal Data Gen processes in the course of providing the Services to the Data Subject under contract with the Data Subject, and as such, it is within Gen's exclusive and independent control as the controller/independent business (the "**Independently-Controlled Information**"). In processing Independently-Controlled Information, Gen will comply with the obligations applicable under the CCPA, or any other applicable data protection legislation in the United States ("**U.S. Privacy Laws**").

2.2. The Parties acknowledge and agree that as regards the processing of Employer-Provided Personal Information, from the moment that the Employer-Provided Personal Information is provided by Employer to Gen until the moment that a Data Subject has entered into a direct contractual relationship with Gen, Employer is a business and Gen is a service provider, as those terms are defined under the CCPA, and the Parties shall be bound by the terms hereof.

2.3. In the event that the Services involve Personal Information collected outside of the United States, the Parties will enter into an applicable data processing addendum for such regions.

2.4. The Parties acknowledge and agree that with respect to Employer-Provided Personal Information provided to Gen by Employer prior to it becoming Independently-Controlled Information and only until such time as the Employer-Provided Personal Information becomes Independently-Controlled Information, the following terms apply:

- (i) Gen shall comply with its obligations under the CCPA.
- (ii) Employer makes the Employer-Provided Personal Information available to Gen and Gen shall process Employer-Provided Personal Information for the purposes of enrolling the eligible Data Subject into the Services, as well as any other purposes compatible therewith.
- (iii) Gen is prohibited from: (i) Selling or Sharing Employer-Provided Personal Information; (ii) retaining, using, or disclosing Employer-Provided Personal Information for any purpose other than for the specific purpose of performing the Services specified in the Agreement, including retaining, using, or disclosing Employer-Provided Personal Information for a Commercial Purpose other than providing the Services specified in the Agreement; and (iii) retaining, using, or disclosing Employer-Provided Personal Information outside of the direct business relationship between Gen and Employer.
- (iv) Gen does not involve other service providers in processing of Employer-Provided Personal information. In the event that Gen should involve another service provider in the processing of Employer-Provided Personal Information, it shall notify the Employer in writing about this fact in advance and bind such additional service provider by contract with terms substantially similar to those contained herein.
- (v) Gen shall provide Employer reasonable assistance with responding to Data Subject requests for exercise of rights under the CCPA. At the same time, Gen states and Employer acknowledges that Gen shall not be obligated to carry out any deletions of any Employer-Provided Personal Information that are not required under the CCPA, in particular, any deletions with respect to which the CCPA stipulates an exception.
- (vi) Employer has the right, upon a one-month prior notice, to take reasonable and appropriate steps to help ensure that Gen uses the Employer-Provided Personal Information in a manner consistent with Employer's obligations under the CCPA; namely, the Employer shall have the right to request that Gen attests that it treats the Employer-Provided Personal Information in the same manner that Employer is obligated to treat such Personal Information under the CCPA and its regulations; and
- (vii) If Gen determines that it can no longer meet its obligations under the CCPA or applicable law with respect to Gen's processing of the Employer-Provided Personal Information, Gen shall notify Employer of this fact without undue delay. Upon receiving notice from Gen in accordance with this subsection, Employer may direct

Gen to take reasonable and appropriate steps to stop and remediate unauthorized use of Employer-Provided Personal Information, namely, Employer shall have the right to request Gen to provide documentation that verifies that it no longer retains or uses the Employer-Provided Personal Information that Gen cannot process in accordance with its obligations under the CCPA or applicable law.

- (viii) Gen shall not use the Employer-Provided Personal Information for the purpose of direct marketing to Data Subjects. This is without prejudice to any direct marketing Gen may conduct with respect to the Data Subject independently, outside of the Data Subject's relationship with Employer and outside of Gen's relationship with the Employer.

3. Deidentified Information.

- 3.1. In the event that either Party shares Deidentified Information with the other Party, the receiving Party shall: (i) take reasonable measures to ensure that the data cannot be associated with a Consumer or household; (ii) publicly commit to maintain and use the data in Deidentified form and not to attempt to reidentify the data, except as permitted by applicable U.S. Privacy Laws; and (iii) contractually obligate any recipients of the data to comply with all provisions of this paragraph.

4. Security.

- 4.1. Each Party hereby represents and warrants that it shall implement and maintain no less than reasonable security procedures and practices, appropriate to the nature of the information, to protect Employer-Provided Personal Information from unauthorized access, destruction, use, modification, or disclosure and to preserve the security, privacy and confidentiality of Employer-Provided Personal Information in accordance with the CCPA or any other applicable data protection legislation.

5. Data Subject Rights.

- 5.1. Employer represents and warrants to Gen that it has provided all necessary notices and has obtained all necessary consents, releases and/or authorizations required for the Employer to transfer the Employer-Provided Personal Information to Gen. Employer shall not transfer to Gen any Employer-Provided Personal Information of those Consumers who have opted out of Selling or Sharing their Personal Information and/or have limited the use of their Sensitive Personal Information, if applicable.

6. Sale of Information.

6.1. The Parties acknowledge and agree that the exchange of Personal Information between the Parties does not form part of any monetary or other valuable consideration exchanged between the Parties with respect to the Agreement or this Addendum.

7. Certification.

7.1. Each Party hereby certifies that it understands the restrictions and requirements in this Addendum and will comply with them.

Gen Digital Inc.	Employer
Name:	Name:
Title:	Title:
Address:	Address:
Signature:	Signature:
Date:	Date: