



DATA PROTECTION ADDENDUM

This Data Protection Addendum (“DPA”), available at www.everestgrp.com/DPA, is hereby incorporated by reference into the agreement between the applicable Everest Group entity/entities and the applicable Customer entity/entities (the “Agreement”). By entering into the Agreement, this DPA is agreed to by the parties and the parties are deemed to have signed this DPA.

Everest Group, Customer, and Products and/or Services have the meaning given in Everest Group’s Terms and Conditions of Sale for Products and Services (the “Everest Group Terms”), available at <https://www.everestgrp.com/terms-of-sale>. Any capitalized term used but not defined in this DPA has the meaning provided to it in the Everest Group Terms.

“GDPR” means the General Data Protection Regulation.

“Everest Group Privacy Policy” means the Privacy Notice available at <https://www.everestgrp.com/privacy-notice/>.

“Everest Group (Sub-)Processors and Affiliates Information Document” means the document that is hereby incorporated by reference into this DPA as if fully reproduced herein, available at www.everestgrp.com/Sub-Processors-And-Affiliates-Information-Sept-2021.

1. Activities relevant to data transfers; description of data transfers; technical and organizational measures.
 - (a) Relevant activities include, without limitation:
 - (i) Products and/or Services Everest Group provides (confer the applicable Agreement between Everest Group and Customer regarding the terms in relation to the Products and/or Services) and related communications and actions.
 - (ii) Everest Group may process data in order to
 - (A) track usage for the provision and analysis of membership or report services and related advisory services
 - (B) provide the Products and/or Services, and/or
 - (C) provide information about Everest Group Products and/or Services or provide complimentary reports or information.
 - (b) Description of data transferred may include:
 - (i) *Categories of data subjects whose personal data is transferred:* Employees, customers, suppliers, contractors, and affiliates

- (ii) *Categories of personal data transferred*: Name, address, telephone number, email address, user account details (for memberships or any iReport sign-on), job title, and IP number.
- (iii) *Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures*: None
- (iv) *The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)*: As determined by Customer
- (v) *Nature of the processing*: See Section 1(a) of this DPA above.
- (vi) *Purpose(s) of the data transfer and further processing*: See Section 1(a) of this DPA above.
- (vii) *The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*: For so long as personal data is being used for activities as described in Section 1(a), legitimate business need, or applicable law or regulation.
- (viii) *For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*: See the contents of the (Sub-)Processors and Affiliates Information Document as incorporated by reference herein, available at www.everestgrp.com/Sub-Processors-And-Affiliates-Information-Sept-2021.

(c) Technical and Organizational Measures

Everest Group exercises several technical and organizational measures. These include the following:

- (i) Firewalls
- (ii) multi-factor authentication
- (iii) encryption (full-disk and server encryptions; TLS; etc.)
- (iv) zero-trust principals
- (v) user access based on least-user-privilege
- (vi) separation of duties
- (vii) logical separation
- (viii) password protection and strong password requirements
- (ix) Conditional access policies (i.e. access limited to approved workstations)
- (x) anti-virus software
- (xi) confidentiality provisions in agreements
- (xii) training (at least annually)
- (xiii) background checks and screening
- (xiv) cloud-based systems
- (xv) penetration testing
- (xvi) vulnerability scanning
- (xvii) disaster recovery including disaster recovery as a service and related testing

- (xviii) procedures and practices to assess and evaluate measures
- (xix) Tools for privileged access management.
- (xx) Physical security i.e. badge access, surveillance, etc.
- (xxi) Standardized logging for work-stations.
- (xxii) Standardized configuration and updates.
- (xxiii) Policies and practices related to internal IT and IT security governance and management
- (xxiv) (Sub-)processors maintain industry standard certifications and/or. maintain practices consistent with standard industry certifications (i.e. ISO 27001, SOC, etc.). As does Everest Group.
- (xxv) Regular deletion of records, automatic deletions, and record retention policies. Anonymize and/or aggregate historical and/or deleted data.
- (xxvi) Data hygiene exercises
- (xxvii) Data subject rights forms and policies. Searchable compliance tools.

2. Privacy Policy; (Sub-)Processors and Affiliates

- (a) Customer grants Everest Group the right to provide the Products and/or Services in a manner consistent with the terms of the Agreement, this DPA, and the Everest Group Privacy Policy.
- (b) Customer consents to the use of Everest Group (sub-)processors and affiliates as described in the Everest Group (Sub-)Processors and Affiliates Information Document. Customer may subscribe to notifications of new (sub-)processors by emailing privacy@everestgrp.com with clear intentions of subscribing to such notifications. If Customer so subscribes, Everest Group will provide details of any change to the Everest Group (Sub-)Processors and Affiliates Information Document as soon as reasonably practicable. Everest Group will endeavor to give notice thirty (30) days prior to any change.

3. General

- (a) Customer agrees that Everest Group may fulfill the Products and/or Services in the United States, United Kingdom, India, or Canada. Any Everest Group entity may perform in providing the Products and/or Services.
- (b) In the event that a law or regulation changes such that performance hereof is non-compliant, the parties will renegotiate this DPA or a similar instrument in good faith. Alternatively, the parties may mutually agree to terminate the relationship for convenience.
- (c) Customer represents and warrants that it has and will comply with all data protection laws and regulations, including Customer is hereby representing and warranting that it has the right to transfer personal data or provide access to personal data as described herein.
- (d). In the event of any conflict or inconsistency with any other document or instrument, the order of precedence will be: (1) any applicable Standard Contractual Clauses as incorporated herein; (2) this DPA; (3) the Agreement.

(4) Data Exports or Transfers from the European Union/European Economic Area (EU/EEA) to Third Countries

The “2021 SCCs” means the Standard Contractual Clauses as approved by the European Commission Implementing Decision 2021/914 of 4 June 2021.

The 2021 SCCs are unmodified and will take precedence over any conflicting provisions in this DPA or the Agreement. The 2021 SCCs (i) apply to personal data transferred pursuant to the Agreement, provided, the personal data is transferred from the EU/EEA to a third country as defined by the European Commission and (ii) are hereby agreed to between the parties and deemed entered into and incorporated into this DPA by reference as if fully reproduced herein. The 2021 SCCs are completed as follows:

- (a) Consistent with the GDPR, Module One (Controller to Controller) of the 2021 SCCs will apply where the transfer of personal data is from controller to controller (whether jointly or independently controlled).
- (b) Consistent with the GDPR, Module Two (Controller to Processor) of the 2021 SCCs will apply where the transfer of personal data is from controller to processor.
- (c) Consistent with the GDPR, Module Three (Processor to Processor) of the 2021 SCCs will apply where the transfer of personal data is from processor to processor.
- (d) Consistent with the GDPR, Module Four (Processor to Controller) of the 2021 Standard Contractual Clauses will apply where the transfer of personal data is from processor to controller.
- (e) With respect to the 2021 SCCs, as applicable:
 - (i) the optional docking provision in Clause 7 will not apply;
 - (ii) Option 2 will apply in Clause 9 and the time period set forth in Section 1 of the DPA is the specified time period.
 - (iii) the optional language in Clause 11 will not apply;
 - (iv) regarding Clause 17, the governing law will be Irish law;
 - (v) regarding Clause 18, disputes will be resolved before the courts of Ireland;
- (f) with respect to the 2021 SCCs, as applicable, Annex I, Part A:

Data exporter(s):

Name: The entity identified as Customer in the Agreement for Products and/or Services.

Address: The address as specified in the Agreement or, if none, the address associated with Customer’s account.

Contact person's name, position and contact details: The contact as specified in the Agreement or, if none, the contact associated with Customer's account

Activities relevant to the data transferred under these Clauses: The activities as specified in Section 1 of the DPA.

Signature and date: By executing the Agreement for Products and/or Services, Customer is deemed to have signed the Standard Contractual Clauses, including their Annexes, as of the effective date of the Agreement.

Role (controller/processor): The exporter's role as applicable and as described in the DPA.

Data importer(s):

Name: The entity identified as Everest Group in the Agreement for Products and/or Services.

Address: The address as specified in the Agreement or, if none, the address associated with the Everest Group entity.

Contact person's name, position and contact details: Michael Benza, General Counsel; Michael Peacock, IT Director Security; Email: privacy@everestgrp.com

Activities relevant to the data transferred under these Clauses: The activities as specified in Section 1 of the DPA.

Signature and date: By executing the Agreement to provide Products and/or Services, Everest Group is deemed to have signed the Standard Contractual Clauses, including their Annexes, as of the effective date of the Agreement.

Role (controller/processor): The importer's role as applicable and as described in the DPA.

(g) with respect to the 2021 SCCs, as applicable, Annex I, Part B:

The categories of data subjects whose personal data is transferred are described in Section 1(b) of the DPA.

The categories of personal data transferred are described in Section 1(b) of the DPA.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures, is described in Section 1(b) of the DPA.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis) is described in Section 1(b) of the DPA.

Nature of the processing is described in Section 1(b) of the DPA.

Purpose(s) of the data transfer and further processing is described in Section 1(b) of the DPA.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period, is described in Section 1(b) of the DPA.

For transfers to (sub-)processors, also specify the subject matter, nature and duration of the processing is described in Section 1(b) of the DPA.

(h) with respect to the 2021 SCCs, as applicable, Annex I, Part C:

The data exporter's competent supervisory authority will be determined in accordance with the GDPR.

(i) with respect to the 2021 SCCs, Annex II:

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons. As described in Section 1(c) of the DPA.

Measures of pseudonymisation and encryption of personal data. As described in Section 1(c) of the DPA.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services. As described in Section 1(c) of the DPA.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident. As described in Section 1(c) of the DPA.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing. As described in Section 1(c) of the DPA.

Measures for user identification and authorization. As described in Section 1(c) of the DPA.

Measures for the protection of data during transmission. As described in Section 1(c) of the DPA.

Measures for the protection of data during storage. As described in Section 1(c) of the DPA.

Measures for ensuring physical security of locations at which personal data are processed. As described in Section 1(c) of the DPA.

Measures for ensuring events logging. As described in Section 1(c) of the DPA.

Measures for ensuring system configuration, including default configuration. As described in Section 1(c) of the DPA.

Measures for internal IT and IT security governance and management. As described in Section 1(c) of the DPA.

Measures for certification/assurance of processes and products. As described in Section 1(c) of the DPA.

Measures for ensuring data minimization. As described in Section 1(c) of the DPA.

Measures for ensuring data quality. As described in Section 1(c) of the DPA.

Measures for ensuring limited data retention. As described in Section 1(c) of the DPA.

Measures for ensuring accountability. As described in Section 1(c) of the DPA.

Measures for allowing data portability and ensuring erasure. As described in Section 1(c) of the DPA.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter. As described in Section 1(c) of the DPA.

(5) Data Exports or Transfers from the United Kingdom (UK) to non-EU/EEA countries

The “UK SCCs” means the Standard Contractual Clauses as approved by the European Commission Decision (2010/87) of 5 February 2010. The UK SCCs are unmodified and will take precedence over any conflicting provisions in this DPA or the Agreement. The UK SCCs (i) apply to personal data transferred pursuant to the Agreement, provided, the personal data is transferred from the United Kingdom to a non-EU/EEA country and (ii) are hereby agreed to between the parties and deemed entered into and incorporated into this DPA by reference as if fully reproduced herein.

(a) When the UK SCCs (Processors) apply, it is completed as follows:

(i) with respect to the beginning of the Annex:

Name of the data exporting organisation: The entity identified as Customer in the Agreement for Products and/or Services.

Address: The address as specified in the Agreement or, if none, the address associated with Customer's account.

Telephone; fax; email: The contact information as specified in the Agreement or, if none, the contact information associated with Customer's account

Name of the data importing organisation: The entity identified as Everest Group in the Agreement for Products and/or Services.

Address: The address as specified in the Agreement or, if none, the address associated with the Everest Group entity.

Telephone; fax; email: Michael Benza, General Counsel; Michael Peacock, IT Director Security; Email: privacy@everestgrp.com; 1-214-451-3000

(ii) with respect to such UK SCCs, Clause 12:

On behalf of the data exporter:

Name: The signatory identified for Customer in the Agreement for Products and/or Services.

Position: The signatory's position as identified in the Agreement for Products and/or Services.

Address: The address as specified in the Agreement or, if none, the address associated with Customer's account.

Signature and date: By executing an Agreement for Products and/or Services, Customer is deemed to have signed the Standard Contractual Clauses, including their Annexes and/or Appendices, as of the effective date of the Agreement for Products and/or Services

On behalf of the data importer:

Name: The signatory identified for Everest Group in the Agreement for Products and/or Services.

Position: The signatory's position as identified in the Agreement for Products and/or Services.

Address: The address as specified in the Agreement or, if none, the address associated with the Everest Group entity.

Signature and date: By executing the Agreement for Products and/or Services, Everest Group is deemed to have signed the Standard Contractual Clauses, including their Annexes and/or Appendices, as of the effective date of the Agreement for the Products and/or Services.

(iii) With respect to such UK SCCs, Appendix 1:

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):
As described in Section 1(a) of the DPA.

Data importer

The data importer is (please specify briefly activities relevant to the transfer): As
described in Section 1(a) of the DPA.

Data subjects

The personal data transferred concern the following categories of data subjects
(please specify): As described in Section 1(b) of the DPA.

Categories of data

The personal data transferred concern the following categories of data (please
specify): As described in Section 1(b) of this DPA.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data
(please specify): As described in Section 1(b) of the DPA.

Processing operations

The personal data transferred will be subject to the following basic processing
activities (please specify): As described in Section 1(b) of the DPA.

DATA EXPORTER

Name: The signatory identified for Customer in the Agreement for Products and/or
Services.

Authorised Signature: By executing the Agreement for Products and/or Services,
Customer is deemed to have signed the Standard Contractual Clauses, including
their Annexes and/or Appendices, as of the effective date of the Agreement for
Products and/or Services.

DATA IMPORTER

Name: The signatory identified for Everest Group in Agreement to provide
Products and/or Services.

Authorised Signature: By executing the Agreement for Products and/or Services,
Everest Group is deemed to have signed the Standard Contractual Clauses,
including their Annexes and/or Appendices, as of the effective date of the
Agreement for Products and/or Services.

(iv) With respect to such UK SCCs, Appendix 2:

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached): As described in Section 1(c) of this DPA.

DATA EXPORTER

Name: The signatory identified for Customer in the Agreement for Products and/or Services.

Authorised Signature: By executing the Agreement for Products and/or Services, Customer is deemed to have signed the Standard Contractual Clauses, including their Annexes and/or Appendices, as of the effective date of the Agreement for Products and/or Services.

DATA IMPORTER

Name: The signatory identified for Everest Group in the Agreement for Products and/or Services.

Authorised Signature: By executing Agreement for Products and/or Services, Everest Group is deemed to have signed the Standard Contractual Clauses, including their Annexes and/or Appendices, as of the effective date of the Agreement for Products and/or Services.

(v) With respect to the UK SCCs, the illustrative indemnification clause will not apply.