

## Data Processing Addendum

Pursuant to the Employer Benefits Program Terms (“**Agreement**”) between the Gen entity specified in section 6 below signing for itself and its affiliates (“**Gen**”), and the applicable employer (“**Employer**”) (each a “**Party**”; collectively the “**Parties**”), the Parties hereby adopt this Data Processing Addendum (“**Addendum**”), which will remain in effect for so long as Gen maintains Employer-Provided Personal Data (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 “**Data Protection Legislation**” shall mean: (i) the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data for the transfer of personal data to a third country (“**GDPR**”); (ii) 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Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time (“**CCPA**”); and (iii) and any other data protection laws which may be applicable to the processing of Employer-Provided Personal Data (“**Other Data Protection Legislation**”).
- 1.2 “**Personal Data**” shall include personal data within the meaning of the GDPR and personal information within the meaning of the CCPA and personal data within the meaning of Other Data Protection Legislation.
- 1.3 “**Services**” means the services or products provided pursuant to the Agreement.
- 1.4 Capitalized terms used in this Addendum and not otherwise defined in this Addendum shall have the meaning set forth in the Agreement.

### 2. **Roles and Scope.**

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 Data**”). For the avoidance of doubt, once an individual End User to whom the Employer-Provided Personal Data relates (the “**Data Subject**”) has enrolled for the Services with Gen, any Personal Data 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 Data associated with that Data Subject becomes Personal Data Gen processes in the course of Gen 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 (the “**Independently-Controlled Information**”). In processing the Independently-Controlled Information, Gen will comply with the obligations applicable under the Data Protection Legislation.

### 3. **Security.**

- 3.1. 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 Data from unauthorized access, destruction, use, modification, or disclosure and to preserve the security, privacy and confidentiality of Employer-Provided Personal Data in accordance with the GDPR, CCPA or Other Data Protection Legislation.
- 3.2. Each Party will notify the other Party as soon as possible of any potential or actual security incident and/or any breach of the technical and/or organizational measures taken, but, in any event, within 72 hours after identifying any potential or actual security incident and/or breach.
- 3.3. The Parties will take appropriate measures to address any security incident, and provide each other with reasonable assistance as required to facilitate the handling of any security incident.
- 3.4. Each Party shall ensure that persons authorized to process Employer-Provided Personal Data are bound to maintain the confidentiality of such information.

**4. Data Processing covered by GPDR and Other Data Protection Legislation**

- 4.1. The provisions set out in this Section 4 shall only apply to the processing of Personal Data that is not subject to the CCPA.
- 4.2. The Parties acknowledge and agree that each: (i) is an independent data controller; (ii) subject to the terms of this Addendum, will individually determine the purposes and means of its processing of Employer-Provided Personal Data; and (iii) will comply with its obligations under the GDPR and Other Data Protection Legislation.
- 4.3. The Employer shall ensure that it obtains an appropriate legal basis for the transferring of Employer-Provided Personal Data to Gen and the subsequent processing of Employer-Provided Personal Data by Gen to enable the enrollment of End Users into the Services pursuant to the Agreement.
- 4.4. The Parties are, in their roles as independent data controllers, individually responsible for fulfilling the rights of End Users regarding the processing of Employer-Provided Personal Data transferred under this Addendum.
- 4.5. Employer shall ensure that the Employer-Provided Personal Data it shares with Gen is accurate and kept up to date and shall take reasonable steps to ensure that Employer-Provided Personal Data that is inaccurate is erased or rectified without undue delay.
- 4.6. Each Party will notify the other Party without undue delay if such Party becomes aware of inaccuracies in any Employer-Provided Personal Data such Party is processing, or if any such Employer-Provided Personal Data becomes outdated.

**5. CCPA Data Processing**

***General Provisions***

- 5.1. The provisions set out in this Section 5 shall only apply to processing of Personal Data that is subject to the CCPA. The capitalized terms used in this Section 5 and not otherwise defined in this Addendum shall have the meaning set forth in the CCPA. The designation of roles of

the Parties for the purposes of the CCPA shall have no bearing on the designation of roles of the Parties under the GDPR not any Other Data Protection Legislation.

- 5.2. The Parties acknowledge and agree that as regards the processing of Employer-Provided Personal Data, solely for the purposes of this Section 5 and without prejudice to any laws and/or other contractual arrangements, from the moment that the Employer-Provided Personal Data is provided by Employer to Gen until the moment that a Data Subject has accepted the End User Terms and thereby entered into a direct contractual relationship with Gen, Employer is a business and Gen is a service provider, within the meaning of the CCPA, and the Parties shall be bound by the terms of this Amendment.
- 5.3. The Parties acknowledge and agree that with respect to Employer-Provided Personal Data provided to Gen by Employer prior to it becoming Independently-Controlled Information and only until such time as the Employer-Provided Personal Data 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 Data available to Gen and Gen shall process Employer-Provided Personal Data 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 Data; (ii) retaining, using, or disclosing Employer-Provided Personal Data 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 Data for a Commercial Purpose other than providing the Services specified in the Agreement; and (iii) retaining, using, or disclosing Employer-Provided Personal Data outside of the direct business relationship between Gen and Employer.
  - (iv) Gen does not involve other service providers in the processing of Employer-Provided Personal Data. In the event that Gen should involve another service provider in the processing of Employer-Provided Personal Data, it shall notify the Employer in writing about this in advance and bind such additional service provider by contract with terms substantially similar to those contained in this Addendum.
  - (v) Gen shall provide Employer with reasonable assistance to respond to Data Subject requests pursuant to the CCPA. Notwithstanding the foregoing, Gen confirms and Employer acknowledges that Gen shall not be obligated to carry out any deletions of any Employer-Provided Personal Data 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 Data 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 Data in the same manner that Employer is obligated to treat such Personal Data under the CCPA and its regulations.
  - (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

Data, 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 Data, 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 Data that Gen cannot process in accordance with its obligations under the CCPA or applicable law.

- (viii) Gen shall not use the Employer-Provided Personal Data 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.

***Deidentified Information***

- 5.4. 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 law; and (iii) contractually obligate any recipients of the data to comply with all provisions of this paragraph.

***Data Subject Rights.***

- 5.5. 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 Data to Gen. Employer shall not transfer to Gen any Employer-Provided Personal Data of those Consumers who have opted out of Selling or Sharing their Personal Data and/or have limited the use of their Sensitive Personal Data, if applicable.

***Sale of Information.***

- 5.6. The Parties acknowledge and agree that the exchange of Personal Data 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.

***Certification.***

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

- 6. **Applicable Gen Entity:** Based on Employer's location as specified in the Application, Gen shall mean:

Region	Country	Gen Entity
<b>Americas</b>		
	All	<b>Gen Digital Inc</b> 60 E Rio Salado Pkwy, Suite 1000, Tempe, AZ 85281 USA
<b>Europe, Middle East &amp; Africa</b>		

	Belgium Ireland Luxembourg The Netherlands,	<b>NortonLifeLock Ireland Limited</b> Ballycoolin Business Park, Blanchardstown, Dublin 15, Ireland
	France	<b>NortonLifeLock France SAS</b> La Défense – Cours Valmy, Office 627, Le Belvédère, 1-7 Cours Valmy, Puteaux,92800, Paris, France
	Italy	<b>NortonLifeLock Italy S.R.L.</b> Segreen Business Park Edificio E Via San Bovio 3, 20090 San Felice di Segrate, Italy
	Spain	<b>NortonLifeLock Spain SL</b> Paseo de la Castellana 93, Planta 2, 28046 Madrid, Spain
	UK	<b>NortonLifeLock UK Limited</b> 280 Bishopsgate, London, EC2M 4RB United Kingdom
	Rest of Europe, Middle East and Africa (EMEA)	<b>Avast Software s.ro.,</b> Pikrtova 1737/1a, Prague 4, 140 00, Czech Republic
<b>Asia Pacific and Japan</b>		
	Australia	<b>NortonLifeLock Australia Pty Ltd</b> Level 46, Tower One, International Towers Sydney, 100 Barangaroo Avenue, Barangaroo NSW 2000, Australia
	Japan	<b>NortonLifeLock Japan KK</b> Ark Mori Building 12 Floor, 1-12-32 Akasaka, Minato-ku, Tokyo 107-6012, Japan
	Rest of Asia Pacific (APAC)	<b>NortonLifeLock Singapore Pte Ltd</b> 8 Marina Boulevard, #05-02, Marina Bay Financial Centre, Singapore, 018981

<b>Gen</b>	<b>Employer</b>
Name:	Name:
Title:	Title:
Address:	Address:
Signature:	Signature:
Date:	Date: