

## **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**") and (ii) and any other data protection laws which may be applicable to the processing of Employer-Provided Personal Data.
- 1.2. "**Services**" means the services or products provided pursuant to the Agreement.
- 1.3. The capitalized terms used in this Addendum and not otherwise defined in this Addendum shall have the definitions set forth in 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 pursuant to the Agreement ("**Employer-Provided Personal Data**"). Once the End User has enrolled with Gen, any personal data provided by the End Users to Gen is solely the responsibility of Gen and is not subject to this Addendum.
- 2.2. 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 Data Protection Legislation.
- 2.3. The Employer shall ensure that it obtains an appropriate legal basis for transferring of Employer-Provided Personal Data to Gen and subsequent processing of Employer-Provided Personal Data by Gen to provide Services directly to Employer pursuant to the Agreement.

### **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 ("**Security Incident**") and to preserve the security, privacy and confidentiality of the Employer-Provided Personal Data in accordance with the 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. 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 Subject Rights.**

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.

**5. Employer-Provided Personal Data Quality.**

- 5.1. 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.
- 5.2. 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 that any such Employer-Provided Personal Data becomes outdated.

**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: