<div align="center">

Equisolve, Inc.
DATA PROTECTION ADDENDUM

</div>

This Data Protection Addendum (this "**Addendum**") shall apply if and to the extent Vendor collects or otherwise processes Customer Personal Data as a processor in connection with the performance of its obligations under the Agreement (each term as defined below). Customer and Vendor (each, a "**Party**" and, collectively, the "**Parties**") agree that this Addendum shall be incorporated into and form part of the Agreement.

1.   Definitions and Interpretation

1.1   "**Affiliate**" means any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a Party. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2   "**Agreement**" means (i) the Terms or (ii) if the Parties have not entered into the Terms, any other agreement between the Parties that governs the Services.

1.3   "**Business Purpose**" has the meaning given to it in the CCPA.

1.4   "**CCPA**" means the California Consumer Privacy Act of 2018.

1.5   "**Customer**" means the Party that entered into the Agreement that is not Equisolve.

1.6   "**Customer Personal Data**" means any personal data in respect of which Customer or a Customer Affiliate is a controller or another entity's processor that is processed by Vendor as a processor or subprocessor, respectively, in connection with its performance of the Services.

1.7   "**EEA**" means the then-current member states of the European Union and European Economic Area, respectively, Switzerland, and, upon its withdrawal from the European Union, the United Kingdom.

1.8   "**GDPR**" means the General Data Protection Regulation 2016/679 and all EEA implementation legislation relating thereto, the Swiss Federal Data Protection Act, and, upon the United Kingdrom's withdrawal from the European Union, (a) the United Kingdom's Data Protection Act 2018 and (b) any transposition of the General Data Protection Regulation 2016/679 into the United Kingdom's domestic law.

1.9   "**Sell**" has the meaning given to it in the CCPA.

1.10   "**Services**" means the services or products provided by Vendor to Customer under the Agreement.

1.11   "**Vendor**" means Equisolve, Inc.

1.12   Terms defined in the Agreement shall have the same meaning when used in this Addendum, unless defined in this Addendum. The terms "**controller**," "**data subject**," "**personal data**," "**processing**" (including "**process**" or "**processed**"), "**processor**," and "**supervisory authority**" shall have the meaning defined in, and subject to the territorial and material scope of, the GDPR when used in this Addendum. In

cases where applicable privacy laws use different terms to cover concepts similar to those covered under the aforementioned terms (e.g., for the CCPA, 'business' instead of "controller," 'consumer' instead of "data subject," 'personal information' instead of "personal data," and 'service provider' instead of "processor"), then "**controller**," "**data subject**," "**personal data**," "**processing**" (including "**process**" or "**processed**"), "**processor**," and "**supervisory authority**" shall have the meaning assigned to those different terms under such applicable privacy laws (and shall be subject to the territorial and material scope of such applicable privacy laws).

2.   Nature of the Processing

The data processing activities carried out by Vendor as a processor of Customer Personal Data are described in Annex A to this Addendum.

3.   Processor Obligations

(a)   Customer and Vendor acknowledge and agree that Customer (or a Customer Affiliate on whose behalf it is authorized to instruct Vendor) is the controller of Customer Personal Data and Vendor is the processor of Customer Personal Data. In certain instances, Customer (or a Customer Affiliate on whose behalf it is authorized to instruct Vendor) may be the processor of Customer Personal Data, in which case Vendor is appointed as a subprocessor of Customer Personal Data. Whether Vendor is serving as a processor or subprocessor of Customer Personal Data, Vendor's obligations regarding the processing of Customer Personal Data shall remain identical and align with Vendor's obligations as a processor pursuant to this Addendum.

(b)   Vendor shall only use, disclose, or otherwise process Customer Personal Data (including transfers to third countries from the EEA pursuant to GDPR data transfer obligations), on behalf of and in accordance with Customer's documented instructions (such documented instructions shall include the provisions of the Agreement), unless otherwise required under applicable law.

(c)   Customer warrants that Customer discloses Customer Personal Data to Vendor for valid Business Purposes. Vendor shall not Sell Customer Personal Data. Vendor shall not retain, use, or disclose Customer Personal Data (i) for any purpose other than for the specific purpose of performing the Services or (ii) outside of the direct business relationship between Customer and Vendor. Vendor hereby certifies that it understands the restrictions set forth in this Section (3)(c) and shall comply with such restrictions.

(d)   For purposes of compliance with the GDPR's data transfer obligations, Customer hereby authorizes Vendor to transfer Customer Personal Data to the United States or other country(ies) outside of the EEA for provision of the Services, provided that (i) Vendor is self-certified to the E.U.- U.S. and Swiss-U.S. Privacy Shield (collectively, the "**Privacy Shield**" or the "**Privacy Shield Frameworks**") with respect to Customer Personal Data, only to the extent the Privacy Shield Frameworks are applicable; or (ii) if Vendor is not certified to the Privacy Shield or the Privacy Shield (or either of the Privacy Shield Frameworks) is otherwise an inapplicable or invalid data transfer mechanism under this Addendum or the GDPR, Vendor and Customer have entered into Commission Decision C(2010)593 Standard Contractual Clauses (Processors) ("**Model Clauses**"). To the extent Customer and Vendor relies on the Privacy Shield, Vendor agrees to comply with the requirements of the Privacy Shield for the duration of the processing and while it has access to any

Customer Personal Data. Vendor shall notify Customer where it can no longer meet its obligations under the Privacy Shield and, upon such notification, shall take reasonable and appropriate steps to stop and remediate unauthorized processing. Should both the Privacy Shield and Model Clauses be an inapplicable or invalid data transfer mechanism under this Addendum or the GDPR, the Parties shall cooperate in good faith to propose and comply with an alternative data transfer mechanism or derogation approved under the GDPR. Pursuant to a Party's obligations under the Privacy Shield, such Party may provide a summary or representative copy of the relevant provisions of this Addendum to the Department of Commerce upon the Department of Commerce's request.

(e)   Vendor shall ensure that its personnel authorized to process Customer Personal Data are (i) subject to a duty of confidentiality by contract or (ii) under an appropriate statutory obligation of confidentiality, in each case, with respect to Customer Personal Data.

(f)   Vendor shall implement appropriate technical and organizational measures with respect to the Customer Personal Data, after taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects, for the purpose of ensuring a level of security appropriate to the risk.

(g)   Upon becoming aware of an accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access, or use of Customer Personal Data (each, a "**Security Incident**"), Vendor shall notify Customer without undue delay. Taking into account the nature of the processing and the information available to Vendor, Vendor shall reasonably provide details concerning the Security Incident to assist Customer in fulfilling Customer's breach notification obligations under applicable privacy laws. Without prejudice to Vendor's obligations herein, Customer is solely responsible for complying with breach notification laws applicable to Customer and fulfilling any notification obligations to third parties pursuant to any Security Incident.

(h)   Subject to the objection right described within this Section (h) and solely to the extent authorization of Subprocessors (as such term is defined herein) is required under applicable privacy laws, Customer hereby consents to Vendor's use of Vendor Affiliates and third-party subprocessors ("**Subprocessors**") to process Customer Personal Data pursuant to the Agreement. Vendor will maintain and make available to Customer an up-to-date list of Subprocessors at https://www.equisolve.com/gdpr/dpa/sub-processors, and Vendor will give notice to Customer of a new or replacement Subprocessor by updating the list prior to such new or replacement Subprocessor being used by Vendor to process Customer Personal Data. If Customer reasonably objects in writing to a new or replacement Subprocessor within seven (7) calendar days after notice is given by Vendor in the manner described above regarding such new or replacement Subprocessor and the Parties cannot resolve Customer's reasonable objection within fourteen (14) calendar days after Vendor's receipt of such reasonable objection, then Customer may terminate the Services impacted by such new or replacement Subprocessor on written notice to Vendor without penalty and receive a pro-rata refund of any fees paid in advance. Where Vendor does not receive a reasonable objection in the manner described in this Section (h) or where the Parties have either mutually satisfied concerns of a new or replacement Subprocessor or Customer has not terminated the Services within fourteen (14) calendar days after being unable to resolve

such concerns with Vendor, that new or replacement Subprocessor shall deemed consented to by Customer.

(i)   Notwithstanding the foregoing, Vendor may replace or add a Subprocessor without prior notice to Customer if, in its sole discretion, such action is necessary to prevent or mitigate risk to the Services, personal data, technology infrastructure, or customers. As set forth in <u>Section (h)</u>, Vendor shall give notice of the replacement or additional Subprocessor as soon as reasonably possible and Customer shall retain the right to object to such replacement or additional Subprocessor.

(j)   Vendor shall enter into written contracts with its Subprocessors that include substantially similar data protection obligations as those set forth in this Addendum. Where a Subprocessor's act, error, or omission under the aforementioned written contracts results in a breach of this Addendum, Vendor shall remain liable to Customer for that breach of this Addendum up to the extent of Vendor's liability to Customer as set forth under the Agreement.

(k)   Taking into account the nature of the processing, and to the extent Customer cannot fulfil such obligations directly via the Services, Vendor shall provide commercially reasonable assistance, including through appropriate technical or organizational measures, insofar as this is possible, to Customer to fulfill its obligations under applicable privacy laws to respond to data subject rights requests. If Vendor receives a request directly from a data subject, Vendor will notify Customer of the request (including all relevant details provided by data subject) and await Customer's instructions. Notwithstanding the aforesaid, Vendor shall be able to respond to a data subject to the extent required to confirm that such request relates to Customer.

(l)   Vendor shall promptly notify Customer if a supervisory authority, law enforcement authority, or other regulatory body makes any inquiry or request for disclosure of Customer Personal Data, unless such notification is prohibited under applicable law.

(m)   Vendor shall provide Customer with reasonable assistance should Customer conduct a data protection impact assessment regarding the Services pursuant to the GDPR, including providing information reasonably necessary for Customer's prior consultation with a supervisory authority regarding such data protection impact assessment.

(n)   At Customer's sole cost and expense, Vendor shall (i) make available to Customer all information reasonably necessary to demonstrate compliance with the obligations laid down in this Addendum and (ii) allow for and contribute to audits, including inspections during such audits, conducted by the Customer or an independent third-party auditor mandated by Customer reasonably acceptable to Vendor ("**Customer's Auditor**") (in the case of either (i) or (ii), an "**Audit**"), provided the following:

        (1) Customer shall give Vendor a written request for an Audit at least thirty (30) days in advance of such Audit, detailing the scope, duration, and timing of such Audit;

        (2) Only one (1) Audit is allowed in a twelve (12) month period;

        (3) At Vendor's request, Customer and Customer's Auditor shall each enter into a nondisclosure agreement with Vendor (an "**NDA**") to ensure that any information (including, but not limited to, any notes, findings, or results) (collectively, "**Results**")

derived from, or received with respect to, any Audit shall be Vendor's Confidential Information and that such Results shall be maintained in strict confidence;

(4) Vendor shall immediately inform Customer if, in Vendor's opinion, any Customer instruction infringes the GDPR or other applicable law and, in such instance, Vendor has the right to not comply with such instruction; and

(5) Any Audit pursuant to Section 3(n)(ii) shall be conducted during Vendor's normal business hours, in a manner which will limit interference with Vendor's normal business operations, and in accordance with any applicable policies Vendor provides to Customer in writing.

(o)   Upon termination or expiration of the Agreement, and notwithstanding anything to the contrary in the Agreement, Vendor shall delete all relevant Customer Personal Data (and export a copy of Customer's contact list, as applicable) in Vendor's possession, provided such Customer Personal Data has been sent to Vendor pursuant to Vendor's secure data transfer protocol. Notwithstanding the foregoing, where (i) incremental Customer Personal Data is retained in accordance with Vendor's backup procedure or (ii) Vendor is required under any applicable law to retain some or all of such Customer Personal Data (or as may be needed for the establishment, exercise, or defense of legal claims), Vendor shall continue to process such Customer Personal Data after termination or expiration of the Agreement solely to the extent set forth within (i) or (ii), as applicable, and, in each case, pursuant to the terms of this Addendum.

4.   General Provisions

a)   Each Party hereby represents and warrants to the other Party that its performance of the Agreement complies with the GDPR, CCPA, and all other applicable privacy laws including, but not limited to, those relating to Customer's obligations as a controller and Vendor's obligations as a processor.

b)   Customer shall obtain all required consents (provided Customer does not have another valid legal ground or basis), give all required notices or disclosures, and fulfill all other legal obligations under applicable law, to process Customer Personal Data lawfully, give lawful instruction to Vendor regarding the processing of Customer Personal Data (such as, but not limited to, instructions given through the Services), and ensure the unencumbered right of Vendor to process Customer Personal Data.

c)   No provision or breach of a provision of this Addendum shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived. Waiver by either Party of a breach of any provision of this Addendum will not operate as a waiver of any other or subsequent breach.

d)   The headings of any sections, subsections, and paragraphs of this Addendum are inserted for convenient reference only and are not intended to be part of or to affect the meaning or interpretation of this Addendum.

e) Any claims brought under or in connection with this Addendum shall be subject to the terms and conditions set forth in the Agreement, including, but not limited to, the exclusions and limitations set forth therein.

f) Except to the extent amended by this Addendum, the Agreement shall remain in full force and effect. If there is a conflict between this Addendum and the Agreement, this Addendum shall control with respect to its subject matter.

Data Protection Addendum – Annex A
Description of Data Processing

The data processing activities carried out by the Vendor under the Agreement may be described as follows:

1. **Subject matter**
   The subject matter concerns the processing of Customer Personal Data pursuant to the Services.

2. **Duration**
   Vendor will process the Customer Personal Data during the term of the Agreement.

3. **Nature and purpose**
   Vendor will process Customer Personal Data as necessary to perform the Services and as further instructed by Customer in its use of the Services or through other documentation, as applicable.

4. **Data subjects**
   Vendor shall process the following categories of data subjects:
   - Individuals who visit the Customer website;
   - Individuals who subscribe to email alerts on Customer website; and
   - Individuals who submit a form on Customer website.

5. **Data categories**
   Processing concerns the following categories of Customer Personal Data:
   - Contact information including name, email address, phone number, and any other personal data as instructed by Customer;
   - Technical information including IP address, browser user agent string, and any other information required to provide the Services or related to the use of cookies, pixel tags, and similar technologies for analytics/marketing purposes; and
   - Other data categories as instructed by Customer to be processed by Vendor.