

Data Processing Addendum

Pursuant to the Employer Benefits Program Terms (“Agreement”) between Gen Digital Inc. and its affiliates (“Gen”), and the employer stipulated therein (“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Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time (“CCPA”), and any other applicable data protection legislation in the United States, the Parties hereby adopt this Data Processing Addendum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 the Collection, retention, use, processing, and disclosure of Personal Information for Gen to provide Services directly to Employer or to perform a Business Purpose pursuant to the Agreement (“Employer-Provided Personal Information”). Additionally, Personal Information shall mean Personal Information that Employer provides to Gen for enrolment purposes only. Once a member of Employer’s personnel has enrolled with Gen, any Personal Information provided by the Employer’s personnel 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 Business; (ii) will individually determine the purposes and means of its Collection; retention, use, processing, or disclosure of Employer-Provided Personal Information; and (iii) will comply with the obligations applicable under the CCPA, or any other applicable data protection legislation in the United States. 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.

3. Restrictions on Processing.

3.1. Except as otherwise permitted by applicable law, each Party is prohibited from: (i) Selling 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.

4. Deidentified Information.

4.1. In the event that either Party shares Deidentified Information with the other Party, the receiving Party warrants that it: (i) has implemented technical safeguards that prohibit reidentification of the Consumer to whom the information may pertain; (ii) has

implemented business processes that specifically prohibit reidentification of the information; (iii) has implemented business processes to prevent inadvertent release of Deidentified Information; and (iv) will make no attempt to reidentify the information.

5. Security.

5.1. 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 and confidentiality of Employer-Provided Personal Information in accordance with the CCPA or any other applicable data protection legislation.

6. Data Subject Rights

6.1. Each Party is, in its role as separate Business, individually responsible for fulfilling its obligations under the CCPA to comply with Consumer requests to exercise their rights regarding Employer-Provided Personal Information.

7. Sale of Information.

7.1. 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.

8. Certification.

8.1. 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: