

DATA PRIVACY ADDENDUM

I. **Interpretation & Definitions.** This Data Privacy Addendum (“DPA”) shall be incorporated into and form part of the Primary Agreement between the Parties (the “Agreement”). To the extent that any terms contained in this DPA conflict with those elsewhere in the Agreement, the terms contained herein shall control to the extent of such conflict. For the avoidance of doubt, unless in conflict with the laws of the applicable jurisdiction, any more specific or stringent data protection or privacy requirements in the Agreement shall apply in addition to the terms in this DPA. Capitalized terms used herein that are not defined within these terms shall have the meaning ascribed to them in that certain Primary Agreement between the Parties:

“**Allstate**” means Allstate Insurance Company and its affiliates, as applicable.

“**Data Protection Laws**” means all applicable laws and regulations regarding the protection, collection, use, retention, disclosure and other processing of Personal Information, including but not limited to the Gramm-Leach-Bliley Act, California Consumer Privacy Act of 2018, as amended (“CCPA”), Virginia Consumer Data Protection Act and other similar laws.

“**Data Subject**” means an identified or identifiable natural person.

“**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly with a particular individual, and includes any such information defined as Personal Information or Personal Data under any applicable Data Protection Laws. References to Personal Information or Allstate Personal Information in this Privacy Addendum means Personal Information received from or collected on behalf of Allstate, or which Supplier otherwise accesses in connection with the performance of the Services.

“**Process**” or “**Processing**” means any operation or set of operations which is performed upon Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Services**” shall have the same meaning ascribed to it in the Agreement, provided that if “Services” is not defined in the Agreement, “Services” means the products, services, or access and use of Supplier’s software and/or hosted services provided by Supplier to Allstate under the Agreement or any applicable schedule or statement of work thereto.

“**Subcontractor**” means any legal person or entity engaged in the Processing of Personal Information by Supplier.

“**Supplier**” is defined in the Agreement. Supplier shall be considered a Service Provider, Contractor, or a Processor, as those terms are defined under applicable Data Protection Laws.

II. Restrictions on the Processing of Personal Information.

- A. With regard to any Personal Information shared by Allstate with Supplier or collected by Supplier on Allstate’s behalf, Supplier shall Process the Personal Information only for the limited and sole purpose of performing the Services set forth in the Agreement, Schedule or other ordering document, pursuant to such further instructions as Allstate may provide, or as may be required by law. Supplier shall Process such Personal Information for the time period set forth in the Agreement or such ordering documents. The ordering documents shall also specify the nature of the Processing, which may include automated or manual processing. The Personal Information Processed under the Agreement will include, but is not limited to, data elements and/or categories identified on the applicable ordering documents.
- B. Supplier shall not combine any Allstate Personal Information with personal information (as defined by Data Protection Laws) it receives from another source, unless permitted by Data Protection Laws and specifically agreed to in writing by Allstate. Supplier shall not sell any Allstate Personal Information or share any Allstate Personal Information for purposes of cross-context behavioral advertising, as defined by the CCPA.
- C. Supplier may only share Personal Information with additional parties if Supplier has: i) provided advance notice to Allstate of such sharing; and ii) entered into a written agreement with such additional parties containing the same obligations and restrictions on the use, sharing, security and other Processing of such Personal Information as are set forth in this DPA, including provisions requiring the additional parties to adhere to comply with Data Protection Laws. Supplier shall notify Allstate of any obligation to Process Personal Information to comply with a legal requirement.
- D. Upon Allstate’s request at any time and upon termination of the Agreement, Supplier shall promptly destroy or return any Personal Information, including deleting or rendering unusable all electronic files and data that contain Personal Information. Supplier shall ensure that any Personal Information disclosed by the Supplier to a Subcontractor or other additional parties is also deleted, destroyed, or returned in accordance with this provision. Promptly upon Allstate’s request Supplier will provide a confirmation/certificate of destruction to Allstate.

III. Compliance Obligations.

- A. Supplier shall comply with all applicable Data Protection Laws. Supplier shall assist Allstate and cooperate with Allstate in a timely manner regarding Allstate’s compliance obligations under Data Protection Laws, including, but not limited to (i)

providing information necessary to allow Allstate to conduct privacy impact or other risk assessments; and (ii) providing or deleting any Personal Information or honoring any opt-outs as needed by Allstate to respond to an individual's privacy request with the time frames required under applicable Data Protection Laws. To the extent permitted by law, Supplier will notify Allstate promptly and act only upon Allstate's instruction concerning any individual's privacy request including a request for disclosure, deletion or correction of Personal Information received directly from an individual concerning his/her Personal Information. Supplier shall respond to any such request only by referencing such referral.

- B. Supplier shall: (i) implement security practices and procedures appropriate to the nature of the Personal Information to protect same from unauthorized or illegal access, use, modification, disclosures, or destruction; and (ii) comply with the security standards set forth in the Information Security Standards for Allstate Suppliers ("ISSAS"), where applicable and incorporated into the Agreement.
 - C. Supplier shall, at a minimum, provide at least the same level of protection for Personal Information as would be required for Allstate under applicable Data Protection Laws. Supplier shall notify Allstate within a reasonable time if it determines it can no longer meet any of its compliance obligations. Supplier will ensure that any of its employees or other individuals Processing Personal Information under the Agreement is subject to a duty of confidentiality with respect to the Personal Information.
 - D. Supplier agrees that Allstate may take any reasonable and appropriate steps to ensure Supplier uses Personal Information consistent with Allstate's legal obligations, including remediating any unauthorized use of Personal Information. Additionally, upon Allstate's request, Supplier will (or cause its Subcontractors to) certify its compliance with the requirements of the Agreement and/or provide written responses to any reasonable questions submitted to Supplier by Allstate, or an independent auditor.
 - E. If Allstate provides any de-identified or anonymized data to Supplier, Supplier will comply with all requirements imposed by Allstate and any requirements contained in any Data Protection Laws relating to the Processing of such data including all measures needed to prevent or prohibit the re-identification of the data. Specifically, Supplier shall not disassemble, translate, reverse engineer, or decompile any de-identified or anonymized data or otherwise make any attempt to re-identify the data in order to identify any individuals or obtain any Personal Information. Supplier shall not aggregate, de-identify or otherwise anonymize any Allstate Personal Information other than for the purposes of fulfilling the Services or unless agreed to in writing by Allstate.
 - F. Supplier will maintain a privacy program and data management framework to appropriately control and manage Personal Information, which program is appropriate for the nature of Supplier's business, the sensitivity or amount of Personal Information collected or used, and Data Protection Laws, self-regulatory principles or guidelines or other legal or contractual restrictions that apply to Supplier.
 - G. Supplier shall not respond to any request, complaint, notice or other communication relating to Allstate Personal Information without Allstate's prior written consent (which may be withheld at Allstate's sole discretion) or as expressly permitted in this DPA. Supplier will provide reasonable assistance to Allstate in responding to and addressing any complaint relating to the handling of Personal Information in the course of the performance of the Services. Unless legally prohibited from doing so, Supplier shall immediately notify Allstate in writing of any subpoena, warrant, order, demand, or other request made by any regulator seeking Allstate Personal Information, and, to the maximum extent permitted by applicable law, oppose, seek judicial relief of and appeal any such subpoena, warrant, order, demand, requirement or request.
- IV. Additional Requirements Relating to the Processing of Canadian Data.** If, and to the extent, the Services provided by Supplier under the Agreement involves the Processing of Personal Information subject to Canadian laws and regulations, the terms contained in this DPA shall apply, subject to the following additional requirements:
- A. Applicable "Data Protection Laws" shall include the *Personal Information Protection and Electronic Documents Act* and any analogous provincial legislation.
 - B. Supplier may only share or disclose any Allstate Personal Information to a third party if Supplier has obtained Allstate's prior consent in writing for such sharing and Supplier has entered into a written agreement in accordance with Section II.C. herein and containing a clause which makes Allstate a third-party beneficiary of such obligations, capable of enforcing such obligations directly against the third party.
 - C. Supplier will designate personnel specifically responsible for the management of all Allstate Personal Information oversight of Supplier's compliance with Data Protection Laws and its obligations under this DPA.
 - D. To the extent required to enable Allstate to comply with Data Protection Laws, Supplier will provide Allstate with access to Supplier's systems on which Allstate Personal Information may reside and provide documents as required by Allstate to conduct such audit(s) or assessment(s) at no additional costs to Allstate.