DATA PROCESSING ADDENDUM

1. SCOPE

This Data Processing Addendum ("**DPA**"), available at https://www.everestgrp.com/DPA, is hereby incorporated by reference into the agreement between the applicable Everest Group entity/entities and the applicable Customer entity/entities under which Everest Group is providing Products and/or Services to Customer (the "**Agreement**"). This DPA applies solely to Everest Group's Processing of Customer Personal Data as Processor on Customer's behalf in connection with the Products and/or Services provided under the Agreement. By entering into the Agreement, the parties agree to this DPA.

2. TERM

The term of this DPA will follow the term of the Agreement.

3. DEFINITIONS

- "**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act, and its implementing regulations.
- "**Customer**" means the customer entity (including, without limitation, any legal entity, company, corporation, partnership, joint venture, government, non-profit organization, individual, etc.) receiving Everest Group's Products and/or Services.
- "**Customer Personal Data**" means the Personal Data Processed by Everest Group solely on behalf of Customer as Processor in connection with the Products and/or Services.
- "**Data Protection Laws**" means the privacy and data protection laws and regulations applicable to Everest Group's Processing of Customer Personal Data as a Processor under the Agreement, including, where applicable, the GDPR, UK GDPR, U.S. state privacy laws (including the CCPA), Canada's PIPEDA, and India's Digital Personal Data Protection Act, 2023, in each case as amended from time to time, and together with any rules, regulations, and binding guidance or codes of practice issued thereunder.
- "**Everest Group Privacy Notice**" means the Everest Group privacy notice available at https://www.everestgrp.com/privacy-notice/.
- "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such Personal Data, and repealing Directive 95/46/EC (the General Data Protection Regulation).
- "**Processor**" means the entity that Processes Personal Data on behalf of the Controller, including, as applicable, any "service provider" as defined by the CCPA, any "processor" under applicable U.S. state privacy laws, or any materially similar role under Data Protection Laws.
- "**Products and Services**" **or** "**Products and/or Services**" means anything offered by Everest Group, including, without limitation, membership, analyst inquiries, report/white paper/viewpoint licensing, strategy workshops, custom research, data cuts, sponsored material, advisory services, or other research materials or services. Products and/or Services exclude event tickets and event sponsorship.
- "**Restricted Transfer**" means a transfer of Customer Personal Data that requires an international data transfer mechanism under applicable Data Protection Laws.
- **"Sensitive Data"** means special categories of Personal Data under the GDPR or UK GDPR, sensitive personal information under U.S. state privacy laws, or materially similar sensitive or special-category data under applicable Data Protection Laws.
- "**Standard Contractual Clauses**" means: (a) the standard contractual clauses for the transfer of Personal Data to third countries adopted by the European Commission under Article 46 of the GDPR, including

Commission Implementing Decision (EU) 2021/914 ("EU SCCs"); and (b) for UK Restricted Transfers, the UK International Data Transfer Addendum to the EU SCCs ("UK Addendum").

- "**Subprocessors and Affiliates List**" means Everest Group's list of affiliates and third-party subprocessors that may Process Customer Personal Data in connection with the Products and/or Services under the Agreement, as updated from time to time and incorporated by reference into this DPA as if fully reproduced herein, available at https://www.everestgrp.com/sub-processors-and-affiliates-information/.
- "**Technical and Organizational Measures**" means the technical and organizational measures described at https://www.everestgrp.com/technical-and-organizational-measures/.
- "**UK GDPR**" means the GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018.

Capitalized terms used but not defined in this DPA have the same meaning given in the Agreement. The terms "**Commission**," "**Controller**," "**Data Subject**," "**European Data Protection Board**," "**Member State**," "**Personal Data**," "**Personal Data Breach**," "**Process/Processed/Processing**," "**Information Commissioner**," and "**Supervisory Authority**" have the meaning given in the GDPR and/or UK GDPR, as applicable.

4. **ROLE OF THE PARTIES**

A. **Customer as Controller**. Customer is the Controller of Customer Personal Data and is responsible for complying with applicable Data Protection Laws, including ensuring a valid legal basis for its collection, use, disclosure, and transfer of Customer Personal Data to Everest Group and providing any required notices and consents. Customer is responsible for the accuracy, quality, and legality of Customer Personal Data and the means by which it was obtained, and will use the Products and/or Services in accordance with the Agreement and applicable law. Customer represents and warrants that it has the right to provide the Customer Personal Data to Everest Group and instruct Processing as described in the Agreement and this DPA, and that Customer Personal Data will not include any Sensitive Data, health information, biometric information, or payment card information subject to the Payment Card Industry Data Security Standard, unless expressly agreed in writing by Everest Group. For clarity, billing and payment administration information processed by Everest Group for its own invoicing, payment, account administration, or legal/compliance purposes is not Customer Personal Data.

B. **Everest Group as Processor**. Everest Group will Process Customer Personal Data solely as a Processor on Customer's behalf to provide the Products and/or Services in accordance with Customer's documented instructions, as set out in the Agreement and this DPA, except as legally required. Everest Group will inform Customer if, in Everest Group's reasonable opinion, an instruction infringes applicable Data Protection Laws, and will notify Customer of any legally required Processing unless legally prohibited from doing so. Everest Group will ensure that persons authorized to Process Customer Personal Data are subject to appropriate confidentiality obligations.

C. **Business Contact Information (Independent Controllers)**. "**Business Contact Information**" means Personal Data relating to a Party's personnel, representatives, commercial contacts, and authorized users (including portal registrants/users), such as business contact details, account registration details, login/account identifiers, and related access, support, security, and technical usage data. Each Party acts as an independent Controller of Business Contact Information it Processes. Everest Group may collect, use, disclose, and transfer Business Contact Information to manage account access and authentication; provide support; operate, maintain, and improve its Products and/or Services; and communicate regarding Everest Group's Products and/or Services, including marketing, research, events, and relationship management activities, in accordance with applicable Data Protection Laws and the Everest

Group Privacy Notice. Business Contact Information processed by Everest Group as an independent Controller under this Section is not Customer Personal Data, and the Processor-specific obligations in this DPA apply only to Customer Personal Data.

5. PROCESSING DETAILS

The subject matter, nature, duration, purposes of processing, categories of Customer Personal Data and Data Subjects, retention, and related processing details are set out in Schedule 1 (Processing Details).

6. SECURITY

Everest Group maintains appropriate Technical and Organizational Measures designed to protect Customer Personal Data Processed in connection with the Products and/or Services. Everest Group may update the Technical and Organizational Measures from time to time to reflect technological developments, industry practices, and changes to the Products and/or Services, provided that such updates do not materially reduce the overall level of protection for Customer Personal Data.

7. PERSONAL DATA BREACH

Everest Group will notify Customer without undue delay and, where feasible, within seventy-two (72) hours after becoming aware of a Personal Data Breach involving Customer Personal Data Processed under the Agreement. Everest Group will provide Customer with information relating to the Personal Data Breach as it becomes available and to the extent necessary for Customer to comply with applicable Data Protection Laws, including, where available, the nature of the Personal Data Breach, the categories of Customer Personal Data affected, the likely consequences, and the measures taken or proposed to be taken to address the Personal Data Breach. Everest Group will provide updates regarding material developments in its investigation and remediation of the Personal Data Breach. Everest Group will use commercially reasonable efforts to identify the cause of the Personal Data Breach and take steps Everest Group deems appropriate to mitigate or remediate the Personal Data Breach to the extent within Everest Group's control.

8. DATA SUBJECT RIGHTS

Taking into account the nature of the Processing, Everest Group will provide Customer reasonable assistance to enable Customer to respond to Data Subject requests relating to Customer Personal Data under applicable Data Protection Laws, to the extent Customer cannot access the relevant data through the Products and/or Services. If Everest Group receives a request from a Data Subject directly relating to Customer Personal Data Processed under the Agreement, Everest Group will promptly notify Customer and will not respond except to acknowledge receipt, direct the Data Subject to Customer, or act on Customer's documented instructions, unless required by applicable law. Everest Group will also reasonably assist Customer with inquiries from a competent supervisory authority or regulator relating to Customer Personal Data Processed under the Agreement, to the extent required by applicable law and Customer cannot respond without Everest Group's assistance.

9. SUBPROCESSORS

A. Customer provides Everest Group a general authorization to engage Everest Group affiliates and third-party subprocessors to Process Customer Personal Data for the purposes of providing the Products and/or Services described in the Agreement. Everest Group maintains an up-to-date Subprocessors and Affiliates List. Everest Group will notify Customer of additions or replacements of subprocessors by updating the Subprocessors and Affiliates List. Customer may subscribe to email notifications of such updates by emailing privacy@everestgrp.com with a clear request to receive such notifications.

B. Customer may object to a new subprocessor on reasonable data protection grounds by providing written notice within ten (10) days after Everest Group updates the Subprocessors and Affiliates List or otherwise

provides notice. If the parties cannot resolve the objection, Everest Group may, at its option, (i) not appoint the subprocessor for Customer where feasible, (ii) modify the Products and/or Services, or (iii) allow Customer to terminate the affected Order or applicable Products and/or Services. If Customer terminates under subsection (iii), Everest Group will refund any prepaid fees for the unused portion of the affected Order or applicable Products and/or Services. Termination of the affected Order or applicable Products and/or Services, together with any applicable refund under this Section, is Customer's sole and exclusive remedy for any objection.

C. Everest Group will remain liable to Customer for the performance of its subprocessors' obligations to the same extent Everest Group would be liable if performing the relevant services directly under this DPA, except as otherwise set out in the Agreement.

10. **COMPLIANCE ASSISTANCE; AUDIT**

A. **Compliance Assistance.** Taking into account the nature of the Processing and the information available to Everest Group, Everest Group will provide reasonable assistance to Customer as required by applicable Data Protection Laws to enable Customer to comply with its obligations relating to the security of processing, Personal Data Breaches, data protection impact assessments, and prior consultation with a competent supervisory authority (GDPR Articles 35–36), in each case solely with respect to Customer Personal Data Processed under the Agreement.

B. **Demonstrating Compliance; Audit.** Customer may verify Everest Group's compliance with this DPA solely with respect to Everest Group's Processing of Customer Personal Data in connection with the Products and/or Services by requesting reasonable information and documentation, including (as available and applicable) third-party assurance reports (e.g., SOC reports) and responses to reasonable security/privacy questionnaires. Any audit must be limited to the Agreement/Products and/or Services, conducted no more than once per twelve (12) months, on at least thirty (30) days' prior written notice, during normal business hours, subject to confidentiality obligations, and in a manner that does not unreasonably interfere with Everest Group's operations. Customer will bear all costs of any audit. Notwithstanding anything to the contrary, Customer and its auditors will not (i) access data of other Everest Group clients, (ii) access Everest Group proprietary tools, source code, or trade secrets, (iii) conduct penetration testing, vulnerability scanning, or other intrusive testing, or (iv) access Everest Group security tooling or unrestricted logs. On-site audits are permitted only where required by applicable law or a competent regulator, where Customer cannot reasonably verify compliance through documentation/remote audit or in connection with a substantiated incident affecting Customer Personal Data, and in any case subject to agreed scope, confidentiality, and operational safeguards.

11. **DELETION/RETURN**

Upon termination or expiry of the Agreement, Customer may instruct Everest Group to delete or return Customer Personal Data in Everest Group's possession, except to the extent that Everest Group is required by any applicable law to retain some or all of the Customer Personal Data, and further except that Customer Personal Data may remain in routine backups and disaster recovery systems until overwritten in accordance with Everest Group's normal backup retention cycle, provided that such Customer Personal Data remains protected in accordance with this DPA until overwritten. If Customer does not provide an election within 30 days after termination or expiry, Everest Group may delete Customer Personal Data within a commercially reasonable period thereafter.

12. **MISCELLANEOUS**

A. **Global Processing.** Customer acknowledges that Everest Group may provide the Products and/or Services using global systems and personnel, including Processing Customer Personal Data in the United States, United Kingdom, India, or Canada and other locations where Everest Group and its subprocessors operate, subject to Section 13 (International Data Transfers).

B. **Change in Law.** If a change in applicable law materially affects the parties' obligations under this DPA, the parties will discuss in good faith any amendments reasonably necessary to address such change. If the parties cannot agree, either party may terminate the affected Products and/or Services upon written notice, without liability for such termination.
C. **Liability.** Any liability arising under this DPA is subject to the limitations and exclusions of liability set forth in the Agreement.
D. **Order of Precedence.** In the event of any conflict relating to the Processing of Customer Personal Data, the order of precedence will be: (1) any applicable Standard Contractual Clauses (and/or applicable UK Addendum) as incorporated herein; (2) this DPA; and (3) the Agreement.

13. **INTERNATIONAL DATA TRANSFERS (EU SCCs / UK Addendum)**
A. **Processing locations.** Customer acknowledges that Everest Group may Process Customer Personal Data globally as described in Section 12(A) (Global Processing), the Agreement, and Everest Group's Subprocessors and Affiliates List.
B. **Storage location.** Customer Personal Data is stored in the United States unless the parties mutually agree in writing to an alternative storage location.
C. **Transfer mechanisms.** Where Everest Group's Processing of Customer Personal Data involves a Restricted Transfer under applicable Data Protection Laws, the parties will rely on an applicable adequacy decision or other valid transfer mechanism. Where required, the applicable Standard Contractual Clauses are incorporated by reference. The applicable EU SCCs / UK Addendum completion details are set out in Appendix 1 to Schedule 2. To the extent a transfer is covered by an adequacy decision or another valid transfer mechanism, that mechanism will apply instead.

List of Schedules

Schedule 1: Processing Details

Schedule 2: International Transfer Mechanisms (EU SCCs / UK Addendum)

Appendices

Appendix 1 to Schedule 2 – EU SCC / UK Addendum Completion Details

SCHEDULE 1 – PROCESSING DETAILS (CUSTOMER PERSONAL DATA)

1. **Scope**: This Schedule 1 describes Everest Group's Processing of Customer Personal Data as a Processor on behalf of Customer in connection with the Products and/or Services under the Agreement.

2. **Subject matter**: Everest Group Processes Customer Personal Data to provide the Products and/or Services under the Agreement (excluding event tickets and event sponsorships).

3. **Duration**: Everest Group will Process Customer Personal Data for the term of the Agreement and any reasonable exit period.

4. **Nature of Processing**: Collection, recording, organization, structuring, storage, consultation, use, disclosure by transmission, retrieval, alignment or combination, restriction, and deletion.

5. **Purposes of Processing**: Customer may submit Customer Personal Data to Everest Group, the scope and extent of which are determined and controlled by Customer. Everest Group will Process such Customer Personal Data solely as Processor and only as necessary to:
   a. provide, support, host, maintain, secure, and troubleshoot the Products and/or Services;
   b. carry out Processing of Customer Personal Data initiated by Customer and/or its authorized users in connection with the Products and/or Services; and
   c. comply with Customer's documented instructions consistent with the Agreement and this DPA.

6. **Categories of Data Subjects**. Customer may submit Customer Personal Data to Everest Group, the scope and extent of which are determined and controlled by Customer in its sole discretion, and which may include Personal Data relating to Customer's customers, prospects, suppliers, vendors, employees, contractors, representatives, Affiliates, and other personnel.

7. **Categories of Personal Data**. Customer may submit Customer Personal Data to Everest Group, the scope and extent of which are determined and controlled by Customer in its sole discretion, and which may include:
   a. contact and business profile data, such as full name, business email address, business phone number, business address, employer or organization, department, and title;
   b. professional and employment-related data, such as role, responsibilities, seniority, professional qualifications, and business affiliations; and
   c. identifiers and business records included in Customer submissions, such as internal employee identifiers, customer or vendor reference numbers, contract or project identifiers, and similar records linked to an identifiable individual.

8. **Sensitive Data**. Sensitive Data is not permitted unless expressly agreed in writing by Everest Group and subject to appropriate safeguards and any additional contractual requirements applicable to such Processing.

9. **Frequency**. As determined by Customer.

10. **Retention**. Retention of Customer Personal Data will be as set out in Section 11 (Deletion/Return) of the DPA, subject to applicable law, legal hold requirements, and routine backup/disaster recovery overwrite cycles.

11. **Subprocessors**. Everest Group's subprocessors and affiliates that may Process Customer Personal Data are identified in the Subprocessors and Affiliates List.

SCHEDULE 2 - INTERNATIONAL TRANSFER MECHANISMS (EU SCCs/ UK ADDENDUM)

1. **TRANSFERS WITHIN EVEREST GROUP**
   A. **Restricted Transfers to Everest Group Affiliates.** For Restricted Transfers of Customer Personal Data from Everest Group to Everest Group affiliates, Everest Group will ensure such transfers are subject to (i) Everest Group's Intracompany Data Processing Agreement (with Intracompany Confidentiality Undertaking), which requires transfers of Personal Data to be made in compliance with EU SCCs and, where applicable, the UK Addendum, and Everest Group security and data privacy policies and standards, or (ii) other appropriate transfer mechanisms that provide an adequate level of protection in compliance with Data Protection Laws.

   B. **Storage Location.** Customer Personal Data is stored in the United States unless the parties mutually agree in writing to an alternative storage location.

2. **EU/EEA RESTRICTED TRANSFERS – EU STANDARD CONTRACTUAL CLAUSES (2021/914)**
   A. **Incorporation**. The parties incorporate by reference the EU Standard Contractual Clauses set out in Commission Implementing Decision (EU) 2021/914 (the "EU SCCs"). The EU SCCs are deemed executed by the parties as of the effective date of the Agreement or this DPA (as applicable). The EU SCCs apply only where Customer Personal Data is transferred from the EU/EEA to a third country not covered by an adequacy decision.
   B. **Completion details.** The Parties' completion details for the EU SCCs are set out in Appendix 1 to Schedule 2 (International Transfer Mechanisms).

3. **UK RESTRICTED TRANSFERS – UK ADDENDUM**

   A. **UK Addendum (default).** Where UK Restricted Transfers apply, the parties incorporate the UK Addendum to the EU SCCs. The UK Addendum applies only to UK Restricted Transfers that are not covered by UK adequacy regulations. The UK Addendum is incorporated by reference and deemed executed by the parties as of the effective date of the Agreement or this DPA (as applicable).

   B. **Completion details.** The Parties' completion details for the UK Addendum are set out in Appendix 1 to Schedule 2 (International Transfer Mechanisms).

APPENDIX 1 TO SCHEDULE 2 – SCC/ UK ADDENDUM COMPLETION DETAILS

Everest Group as Processor – International Transfer Model Clauses

Incorporation by reference. Any Everest Group documents referenced in this Appendix 1 to Schedule 2, including the Technical and Organizational Measures and Subprocessors and Affiliates List, are incorporated by reference into this DPA.

ITEM	Model Clauses References (where applicable)
1. Applicable Modules Module 2 (Controller → Processor) for Customer Personal Data transfers under this DPA.	**EU SCCs – Modules; UK Addendum Table 2**
2. Details of the Parties Data Exporter: Customer entity identified in the Agreement (Role: Controller). Data Importer: Everest Group contracting entity identified in the Agreement (Role: Processor).	**EU SCCs Annex I.A; UK Addendum Table 1**
3. Data Protection Contact Point Everest Group: privacy@everestgrp.com. Customer: Customer DPO/contact identified in the Agreement or otherwise notified to Everest Group.	**EU SCCs Annex I.A; UK Addendum Table 1**
4. Nature and purpose of the Processing of Personal Data and the activities of the exporter and importer As described in the Agreement and Schedule 1 (Processing Details) of the DPA.	**EU SCCs Annex I.B; UK Addendum Table 3**
5. Supervision Competent supervisory authority: as determined in accordance with Clause 13 of the EU SCCs.	**EU SCCs Clause 13; EU SCCs Annex I.C; UK Addendum Table 3**
6. Categories of Data Subjects As described in Schedule 1.	**EU SCCs Annex I.B; UK Addendum Table 3**
7. Categories of Personal Data As described in Schedule 1.	**EU SCCs Annex I.B; UK Addendum Table 3**
8. Categories of Special Categories of Personal Data No Sensitive Data is intended or permitted unless expressly agreed in writing by Everest Group.	**EU SCCs Annex I.B; UK Addendum Table 3**
9. Frequency of the Transfer As described in Schedule 1.	**EU SCCs Annex I.B; UK Addendum Table 3**
10. Duration of the Processing of Personal Data As described in Schedule 1 and Section 11 (Deletion/Return) of the DPA.	**EU SCCs Annex I.B; UK Addendum Table 3**

11. Security As described in Section 6 (Security) of the DPA and the Technical and Organizational Measures.	**EU SCCs Annex II; UK Addendum Table 3**
12. Subprocessors As identified in the Subprocessors and Affiliates List.	**EU SCCs Annex III; UK Addendum Table 3**
13. Governing Law For the EU SCCs, Clause 17 shall be Irish law and Clause 18 shall be the courts of Ireland. For UK Addendum, the governing law and jurisdiction shall be England and Wales.	**EU SCCs Clause 17 & Clause 18; UK Addendum Table 3**
14. Clause 7 (Docking Clause) (election) Clause 7 (Docking) does not apply.	**EU SCCs Clause 7; UK Addendum Table 2**
15. Clause 9 (Subprocessors) (election) Option 2 (general authorization) applies. Notice/objection as set out in Section 9 (Subprocessors) of this DPA. Clause 9(a) (Time Period): Ten (10) days, as set out in Section 9(B) of this DPA. UK Addendum Table 2 - Combined data: ☒ Yes ☐ No *(For Module 2, Customer, as Data Exporter and Controller, may combine Customer Personal Data or outputs received from Everest Group with Customer's own records.)*	**EU SCCs Clause 9; UK Addendum Table 2**
16. Clause 11 (Redress) (election) Optional language in Clause 11 does not apply.	**EU SCCs Clause 11; UK Addendum Table 2**
17. UK Addendum – Table 4 (Ending this Addendum when the Approved Addendum changes) ☒ Importer ☐ Exporter ☐ Neither ☐ Both	**UK Addendum Table 4**