DATA PROTECTION ADDENDUM

This Data Protection Addendum ("**DPA**" or "**Addendum**") is attached to and made a part of the Agreement between Supplier and Lumen Technologies Service Group, LLC or one of its affiliates ("**Lumen**").

1. Definitions

"**Agreement**" has the meaning set forth in the applicable order or agreement between Supplier and Lumen (or a Lumen affiliate) pursuant to which Supplier Processes Lumen Personal Information.

"**Data Subject**" means an identified or identifiable natural person.

"**Lumen Personal Information**" means Personal Information or Personal Data of Lumen employees, Lumen customers, or any other Personal Information disclosed by Lumen to Supplier or Processed by Supplier on behalf of Lumen.

"**Personal Information**," which includes "**Personal Data**," has the meaning set forth in the relevant Privacy Laws.

"**Privacy Laws**" means all applicable national, federal, state, provincial, or local privacy, cybersecurity, and data protection laws, together with any implementing or supplemental rules, regulations, and regulatory guidance relating to the Processing and protection of Personal Data.

"**Process"** or **"Processing**" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, or the meaning set specifically forth in the relevant Privacy Laws.

"**Standard Contractual Clauses**" or "**SCCs**" means, as applicable to the relevant data transfer, (i) Module 2 (Controller to Processor, applicable when Lumen is the Controller of Lumen Personal Data), or Module 3 (Processor to Processor, applicable when Lumen is Processing Lumen Personal Data on behalf of its Customers) of the standard contractual clauses set out in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"), (ii) the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018, as amended, ("**UK IDTA**"), or (iii) such other terms intended to provide adequate protection to transferred Lumen Personal Information pursuant to Privacy Laws; in each case, as amended or replaced from time to time under the relevant Privacy Laws.

"**Supplier**" means Supplier or Service Provider and any of its affiliates, agents, representatives, or Sub-Processors, whether or not any such parties are referred to in the relevant clause who may Process Lumen Personal Information. Supplier acknowledges that it may act as a "**Service Provider**", or "**Contractor**" where such term is defined under applicable Privacy Laws.

"**Third Country**" means (i) with respect to GDPR, a country other than the EU Member States; (ii) with respect to the UK Data Protection Law, any country outside of the UK; and (iii) with respect to any other country, as provided in relevant Privacy Laws.

"**UK Data Protection Law**" means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2019 ("**UK GDPR**"), together with the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), and other data protection or privacy legislation in force from time to time in the United Kingdom.

"**UK IDTA**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A (1) Data Protection Act 2018, as amended or replaced from time to time by a competent authority under the relevant Privacy Laws.

All other capitalized terms used herein shall have the meaning set forth in the relevant Privacy Laws, or as specified elsewhere in the Agreement.

2. Compliance with Privacy Laws

Supplier guarantees it will implement appropriate administrative, technical, and physical controls in such a manner that Processing under this Addendum will meet the requirements under applicable Privacy Laws. Supplier shall promptly, and without undue delay, notify Lumen if Supplier determines that it can no longer meet its obligations under applicable Privacy Laws or this Addendum.

3. Sub-Processors.

a. Lumen authorizes Supplier to engage other parties for Processing Lumen Personal Information (each such party, a "**Sub-Processor**"). Supplier shall maintain a list of all Sub-Processors engaged by Supplier to be provided to Lumen upon request. Supplier shall provide Lumen with 30 days' prior written notice of any changes to its Sub-Processors and if Lumen objects to such change on reasonable data protection, privacy, or security grounds, the parties shall work in good faith to resolve the objection. Until the objection is resolved, Supplier shall not engage the proposed Sub-Processor to Process Lumen Personal Information, or, if that is not commercially feasible, Lumen may terminate the affected Services without penalty.

b. Notwithstanding the foregoing, Supplier shall only engage such Sub-Processor for conducting the specific Processing activities authorized by Lumen pursuant to the terms of a written agreement containing the same obligations as set forth herein with respect to such Sub-Processor's Processing of Lumen Personal Information. In the event any Sub-Processor fails to fulfil its obligations under such written agreement, Supplier shall remain fully liable to Lumen for the performance of such Sub-Processor's obligations.

4. Processing

When Processing Lumen Personal Information, Supplier shall (and shall procure that its affiliates and Sub-Processors shall):

a) Document the duration, nature, and purpose of the Processing for specific services, along with the type of Lumen Personal Information and categories of Data Subjects separately in Statements of Work, Order Forms, and similar attachments to the Agreement.

b) Only Process Lumen Personal Information on Lumen's documented instructions. If Supplier believes that Lumen's instructions infringe, or are likely to infringe applicable law, Supplier shall immediately notify Lumen of the same. Supplier shall not engage in any Processing until the parties have resolved the legality of the Processing. If Supplier is required to Process Lumen Personal Information for a reason other than as instructed by Lumen pursuant to applicable law to which the Supplier is subject, Supplier shall inform Lumen of that legal requirement prior to engaging in any additional Processing, unless applicable law prohibits such disclosure.

c) Ensure that only those personnel who need to have access to Lumen Personal Information are granted access to it, and that such access is granted only for Processing approved by Lumen and is subject to appropriate confidentiality requirements.

d) At Lumen's option, Supplier shall permanently destroy or return all Lumen Personal Information after the end of the provision of services relating to Processing of such Lumen Personal Information. Supplier shall destroy all existing copies of such Personal Information in accordance with the terms set forth herein unless applicable law requires Supplier to maintain such Personal Information.

e) In the event Supplier retains such Personal Information pursuant to legal requirements, Supplier shall (i) provide Lumen with written notice of such requirements; (ii) continue to protect such retained Personal Information in accordance with this Addendum; and (iii) only use such retained Personal Information to fulfil Supplier's obligations under applicable legal requirements. Proper destruction methods include those widely recognized in the industry as sufficiently rendering retrieval, restoration, or reconstruction of any Lumen Personal Information practicably impossible, regardless of the form or media. Upon Lumen's request, Supplier shall cause an executive officer of Supplier to formally certify, in form and content reasonably satisfactory to Lumen, that Supplier has complied with the foregoing secure destruction requirements.

f) Notify Lumen in writing or electronically, within five (5) calendar days, if Supplier receives a request to exercise access rights from a Data Subject relating to that individual's Personal Information (a "**Data Subject Request**"). Supplier shall not otherwise communicate with an individual regarding such Data Subject Request unless Lumen directs Supplier to do so. Supplier shall, in a manner consistent with the nature and functionality of the services provided in the Agreement and Supplier's role as a Processor or Service Provider, provide reasonable assistance

to Lumen to enable Lumen to comply with its obligation to respond to a Data Subject Request, including, but not limited to, providing, deleting, or correcting any Lumen Personal Information in Supplier's possession.

g) Maintain a Record of Processing activities conducted for and on behalf of Lumen in accordance with applicable Privacy Laws. Where applicable, those records shall include information about transfers of Lumen Personal Data to a Third Country or an international organization; the identification of that Third Country or international organization; and, in the case of transfers to a Third Country that does not provide adequate protection for Personal Information within the meaning of Article 45 of the GDPR, documentation of the suitable safeguards implemented to enable such transfer.

h) Fully cooperate with Lumen to enable Lumen to complete any privacy or data protection impact assessments that Lumen deems necessary (in its sole discretion) under Article 35 of the GDPR or applicable Privacy Laws related to Processing of Lumen Personal Information undertaken by Supplier.

i) Cooperate, where applicable and on request, with any governing body's performance of its tasks mandated under the relevant Privacy Laws.

5. United States Privacy Law Requirements

a) To the extent Supplier Processes Lumen Personal Information subject to an applicable U.S. State Privacy Law, Supplier shall act solely as Lumen's Service Provider, Contractor, Processor, or equivalent regulated role, as applicable, and shall Process such Lumen Personal Information only for the limited and specified purposes set forth in the Agreement and in accordance with Lumen's documented instructions. Supplier shall comply with all restrictions and obligations applicable to that role under the relevant Privacy Laws. Lumen may take reasonable and appropriate steps to verify Supplier's compliance and may require Supplier to stop and remediate any unauthorized Processing.

b) **CCPA.** As required specifically by the CCPA, Supplier certifies that it has read and understands and will strictly comply with the applicable requirements of the CCPA. The parties acknowledge that Supplier is a Service Provider and not a Third Party. Any Lumen Personal Information is disclosed or received only for limited and specified business or commercial purposes, and Supplier acknowledges and agrees that Lumen does not sell or share the Personal Information of California residents in connection with the services. Accordingly:

   i. Supplier shall not: (i) sell, share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate Lumen Personal Information to any third party for monetary or other valuable consideration; (ii) collect, retain, use, or disclose Lumen Personal Information outside of the business relationship between the parties, unless otherwise permitted by the CCPA; (iii) further collect, sell, or use Lumen Personal Information except as necessary to perform the specific Business Purpose for which Supplier was retained, (iv) combine Lumen Personal Information with Personal Information received from or on behalf of another party(s), or collected from Supplier's own interactions with individuals, unless permitted by CCPA, and (v) collect, use, retain, or disclose sensitive Lumen Personal Information except as directed by Lumen in writing or otherwise permitted by CCPA.

   ii. If Supplier collects Personal Information directly from consumers on behalf of Lumen, Supplier shall provide all required CCPA-compliant notices at the time of such collection.

If Lumen provides Supplier with deidentified Lumen Personal Information, or if Supplier deidentifies Lumen Personal Information, Supplier shall (i) implement reasonable measures designed to ensure that such deidentified Personal Information cannot be associated with, or used to infer information about, an individual or household, (ii) not attempt to reidentify such Personal Information except as permitted by applicable law, and (iii) require any permitted recipient of such information to comply with restrictions that are no less protective than those set forth in this Addendum.

6. India Processing Requirements

If Supplier Processes Personal Data subject to the India DPDPA, Supplier shall be deemed a "**Data Processor**" and shall comply with the requirements below. For purposes of this Section 6, "**Data Principal**" has the same meaning as "Data Subject."

a) Supplier shall ensure that an appropriate notice is provided to the Data Principal at or before the time of collection of Personal Data. Such notice shall be provided in clear and plain language and shall, at a minimum, describe the categories of Personal Data collected, the specified purpose(s) of Processing; and the manner in which the Data Principal may withdraw consent and exercise rights under India DPDPA and other applicable Privacy Laws. Such

notice and any related consent request shall be made available in English or in any language specified in the Eighth Schedule to the Constitution of India, as applicable. Supplier shall make evidence of such notice available to Lumen upon reasonable request.

b) Supplier shall retain Personal Data only for the period instructed by Lumen and shall not retain it beyond that period without Lumen's prior written approval, unless retention is required by the India DPDPA or other applicable law.

c) Supplier shall provide reasonable assistance to enable Lumen's compliance with the India DPDPA, including obligations relating to Data Principal rights of access, correction, erasure, grievance redressal, and nomination.

d) If Supplier Processes Personal Data of a child or person with disability, Supplier shall comply with all applicable requirements under the India DPDPA relating to verifiable consent and shall implement appropriate technical and organizational measures to verify that consent is provided by a parent or duly authorized lawful guardian, as applicable.

e) For any Security Incident involving Personal Data subject to the India DPDPA, Supplier shall provide reasonable assistance to enable Lumen to notify affected Data Principals and the Data Protection Board of India, including by providing information reasonably required to describe the nature, extent, timing, impact, likely consequences, and mitigation or remedial measures taken or proposed.

f) For Personal Data subject to the India DPDPA, transfers to a Third Country are permitted unless restricted or prohibited by the Government of India, and Supplier shall comply with any applicable Government of India conditions, requirements, or directions relating to access, disclosure, or Processing of such Personal Data in a Third Country.

g) If Lumen is designated as a Significant Data Fiduciary for any Processing under the India DPDPA, Supplier shall provide reasonable assistance, to the extent applicable to the Services and Processing performed on Lumen's behalf, to support Lumen's compliance with applicable Significant Data Fiduciary obligations.

7. Transfers

a) Under the requirements of the GDPR or other relevant Privacy Law, Supplier shall not transfer any Lumen Personal Data to any Third Country or international organization without Lumen's written consent. Lumen's consent to Supplier's transfer of any Lumen Personal Data to a Third Country or international organization shall be conditioned on the existence of one of the following circumstances:

   i. The transfer is to a country that is a member of the European Economic Area ("EEA");

   ii. The transfer is to a country, or a territory or specified sector within such country, or to an international organization that is deemed to provide an adequate level of protection for Lumen Personal Data in accordance with Article 45 of the GDPR;

   iii. The transfer is subject to appropriate safeguards, including the condition that enforceable Data Subject rights and effective legal remedies for the Data Subject are available in accordance with Article 46 of the GDPR; or

   iv. The purpose of the transfer falls within one of the specified situations set forth in Article 49 of the GDPR; provided, however, Supplier shall not transfer any Lumen Personal Information under this Section without Lumen's prior written consent.

b) Transfer(s) performed pursuant to Section 7(a) above will be subject to the SCCs as outlined in **Attachment 1**. It is not the intention of either Party to contradict or restrict any of the provisions set forth in SCCs and, accordingly, if and to the extent SCCs conflict with any provision of the Agreement (including this DPA), SCCs shall prevail to the extent of such conflict.

c) Supplier shall inform Lumen of developments that might lead to Supplier's inability to comply with its obligations under this DPA (including the SCCs). In the event of any such change, Lumen shall be entitled to immediately (i) suspend the transfer of Lumen Personal Information, (ii) terminate this DPA, and/or (iii) require Supplier to return or delete Lumen Personal Information.

d) Under GDPR, if Supplier receives legal process requiring disclosure of Lumen Personal Information to a public authority in a Third Country that does not benefit from an EU adequacy decision, Supplier shall promptly, and as applicable: (i) inform the relevant public authority of the incompatibility of the legal process with the safeguards provided under this DPA, and the resulting conflict of obligations for Supplier; (ii) promptly notify Lumen of the legal process and provide a copy, unless legally prohibited from doing so; (iii) assess the lawfulness of the legal process; (iv) respond to the legal process by using reasonable efforts to challenge the validity of the legal process where there are grounds to do so; (v) seek interim measures to suspend the effects of the legal process until the relevant court or authority has decided on the merits; (vi) refrain from disclosing the Lumen Personal Information until required to do so under the applicable procedural rules; and (vii) provide the minimum amount of Lumen Personal Information permissible when responding to the legal process, based on a reasonable interpretation thereof.

e) Supplier shall maintain a written record of all transfers to Third Countries or international organizations made pursuant to this Section and shall make a copy of such record available to Lumen and/or any Supervisory Authority upon request.

8. Information Security Measures

In addition to, and not in lieu of, any information security requirements set forth in the Agreement, Supplier shall implement appropriate administrative, technical, organizational, and physical controls to ensure that Supplier's Processing of Lumen Personal Information complies with all requirements under applicable Privacy Laws and is protected against accidental or unlawful Processing, destruction, loss, alteration, unauthorized disclosure of, or access. Such controls, to the extent appropriate under the circumstances and taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of the Processing, shall meet or exceed the requirements of the Information Security Requirements found at Lumen's Supplier Portal: Information Security Requirements (lumen.com). In addition, Supplier shall:

a) Pseudonymize and/or encrypt all Lumen Personal Information;

b) Take reasonable steps to ensure reliability and integrity of any Supplier personnel or permitted Sub-Processor who have access to Lumen Personal Information and appropriate measures to ensure that such parties are informed of the confidential nature of such Personal Information and comply with the obligations set forth in this Addendum;

c) Conduct regular testing, assessing, and evaluating the effectiveness of the technical and organizational measures of the information systems for ensuring the security of Processing;

d) Take reasonable steps to ensure the ability to restore the availability and access to Lumen Personal Information in a timely manner in the event of a physical or technical incident; and

e) Take reasonable steps to ensure the ongoing confidentiality, integrity, availability, and resilience of systems and services utilized to Process Lumen Personal Information.

9. Right to Audit; Requirement to Provide Compliance Records

Supplier shall allow, and cooperate with, reasonable assessments by Lumen or Lumen's designated assessor on an annual basis (or more frequently if Supplier experiences a Security Incident). Supplier may instead arrange for a qualified and independent assessor to conduct an assessment of Supplier's policies and technical and organizational measures in support of the obligations under applicable Privacy Laws using an appropriate and accepted control standard or framework and assessment procedure for such assessments, and Supplier shall provide a report of such assessment to Lumen upon request.

10. Security Incident

Supplier shall notify Lumen if Lumen Personal Information was, or is reasonably believed to have been, lost, stolen, accessed, transferred, copied, altered, destroyed, disclosed, or otherwise used without authorization or in any manner not permitted under the Agreement or this DPA (a "**Security Incident**") without undue delay and in no event later than forty-eight (48) hours. Supplier shall notify Lumen of any facts known to Supplier regarding the Security Incident and cooperate fully with Lumen to mitigate and remediate the Security Incident. Supplier shall be deemed to be aware of a Security Incident when Supplier has a reasonable degree of certainty that a Security Incident has occurred. At a minimum and where available, the notification of a Security Incident shall include the following:

a) Description of the nature of the Security Incident including where possible the categories and approximate number of Data Subjects concerned and the categories and approximate number of Lumen Personal Information records concerned;

b) The name and contact details of Supplier's Data Protection Officer, if applicable, or other contact point where additional information can be obtained;

c) Description of the likely consequences of the Security Incident; and

d) Description of the measures taken or proposed to be taken by Supplier to address the Security Incident, including, where appropriate, measures to mitigate its possible adverse effects.

In the event Supplier does not have all the information referenced above at the time it provides its initial notification to Lumen of a Security Incident, Supplier shall continue to investigate such Security Incident and provide the above referenced information as it becomes available.

Upon request, Supplier shall provide reasonable assistance to Lumen to notify affected Data Subjects in accordance with applicable Privacy Laws.

11. Interpretation with Agreement

This Addendum is intended to supplement the Agreement between the parties and not replace existing obligations. This Addendum is subject to the terms and conditions of the Agreement and shall be deemed part of the Agreement. In the event of a conflict between the Agreement and this Addendum, this Addendum shall prevail; provided, however, if such conflict arises as a result of multiple obligations with respect to security, data protection, or privacy, the stricter obligation shall apply. Supplier's failure to comply with any of the provisions of this Addendum shall be deemed a material breach of the Agreement.

Attachment 1
Standard Contractual Clauses

EU SCCs. Where Supplier transfers Lumen Personal Data from the EEA or otherwise protected by the EU GDPR, the EU SCCs shall apply as follows: (i) Module 2 (Controller to Processor is applicable when Lumen is the Controller of Lumen Personal Data), and Module 3 (Processor to Processor is applicable when Lumen is Processing Lumen Personal Data on behalf of its Customers) (ii) in Clause 7, the optional docking clause will not apply; (iii) in Clause 9, Option 2 will apply and the time period for prior notice of Sub-Processor changes will be as set forth in this DPA; (iv) in Clause 11, the optional language will not apply; (v) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the laws of the Republic of Ireland; (vi) in Clause 18(b), disputes shall be resolved before the courts of the Republic of Ireland;

i. Annex I, Part A, List of Parties, is completed with the following information:
Data exporter(s): Lumen (or its affiliate)
Contact details: as provided in the Agreement
Data exporter role: Controller or Processor (as applicable)
Signature and date: by entering into this DPA, Data Exporter is deemed to have incorporated these EU SCCs and Annexes

Data importer(s): Supplier
Contact details: as provided in the Agreement
Data importer role: Processor
Signature and date: by entering into this DPA, Data Importer is deemed to have incorporated these EU SCCs and Annexes

ii. Annex I, Part B, Description of Transfer, will be outlined separately in Statements of Work, Order Forms, and similar attachments to the Agreement.

iii. Annex I, Part C, Competent Supervisory Authority, is completed with the following information: the Irish Data Protection Commission;

iv. Annex II, Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of the Data, is completed with the information specified in Section 8 (Information Security Measures) of this DPA; and

v. Annex III, List of Sub-Processors, will be provided by Supplier.

Swiss FADP. Where Supplier transfers Lumen Personal Information protected by FADP, the EU SCCs will apply, amended and adapted as follows: (i) in Clause 13, the Swiss Federal Data Protection and Information Commissioner is the exclusive competent Supervisory Authority; (ii) references to the term “member state” must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and (iii) references to “General Data Protection Regulation,” “Regulation 2016/679,” and “GDPR” in the EU SCCs shall also include the reference to the equivalent provisions of the Swiss Federal Act on Data Protection (“FADP”) (as amended or replaced).

UK IDTA. Where Supplier transfers Lumen Personal Data protected by the UK GDPR, the UK IDTA applies as follows: (a) the EU SCCs, completed as set out above, shall also apply to transfers of UK Lumen Personal Data; and (b) the UK IDTA shall be deemed executed between the Parties, and the EU SCCs shall be deemed amended as specified by the UK IDTA in respect of the transfer. The competent Supervisory Authority for UK Personal Information protected by the UK GDPR shall be the Information Commissioner’s Office.