



## Data Processing Addendum

This Data Processing Addendum (the “**Addendum**”) supplements the VelocityEHS Master Subscription & Services Agreement (the “**Agreement**”) entered into by and between VelocityEHS Holdings, Inc. (“**VelocityEHS**”) and the entity indicated on the applicable Customer Order Form (“**Customer**”). Any terms not defined in this Addendum shall have the meaning set forth in the Agreement.

### 1. DEFINITIONS

1.1 “**Applicable Law(s)**” means any laws, rules, and regulations in any relevant jurisdiction applicable to the Addendum, the Agreement, or the use or Processing of Personal Data, including those concerning privacy, data protection, confidentiality, information security, availability and integrity, or the handling of Personal Data. Applicable Laws expressly include, as applicable: the EU/UK/Swiss Data Protection Laws, Canadian Data Protection Laws, Australian Data Protections, US Data Protection Laws, the TW PIPA, and Lei Geral de Proteção de Dados Pessoais (LGPD).

1.2 “**Authorized Employee**” means an employee of either Party or an employee of a Party’s Affiliate who has a need to know or otherwise access Personal Data in order to enable a Party to perform its obligations under this Addendum or the Agreement and who has committed themselves to confidentiality or is subject to confidentiality obligations, who has been apprised of the confidential nature of Personal Data before they may access such data, and who has undergone appropriate background screening and training.

1.3 “**Authorized Persons**” means those persons who are authorized or permitted to act on behalf of the relevant Party under this Agreement (and, if named, expressly set out in the Instructions).

1.4 “**Authorized Subcontractor**” means any subcontractor who is authorized to act as a subcontractor under, in accordance with, and subject to the terms of this Agreement. For purposes of this Addendum, “Authorized Subcontractor” shall include an Authorized Sub-processor.

1.5 “**Authorized Sub-processor**” means a third-party data processor engaged by VelocityEHS who has or will have access to or process data from a Data Controller in order to support the Data Processor’s ability to fulfill its obligations under the terms of the applicable Customer Order Form.

1.6 “**Data Controller**” means the Customer, and Customer Affiliates, which alone determines the purposes and means of the Processing of Personal Data.

1.7 “**Data Processor**” means VelocityEHS, which Processes Personal Data on behalf of and pursuant to the Instructions of Customer.

1.8 “**Data Subject**” means a natural person who can be identified, directly or indirectly, by reference to an identifier such as a name, identification number, location data, an online identifier, or to one or more factors specific to the identity of that natural person.

1.9 “**Data Subject Rights**” means the rights recognized and granted to Data Subjects with respect to their Personal Data under Applicable Laws, including, when effective, the GDPR.

1.10 “**EU/UK/Swiss Data Protection Laws**” means: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) (“**EU GDPR**” or “**GDPR**”); (ii) the Swiss Federal Act on Data Protection; (iii) the



EU GDPR as it forms part of the law of England and Wales by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (the “**UK GDPR**”); (iv) the UK Data Protection Act 2018; and (v) the Privacy and Electronic Communications (EC Directive) Regulations 2003, including any implementing regulations or directives to each EU/UK Data Protection Laws, as amended, made effective, or supplemented from time to time.

1.11 “**ex-Canada Transfer**” means the transfer of Personal Data outside of Canada, which is processed in accordance with the Consumer Privacy Protection Act, the Personal Information Protection and Electronic Documents Act, or other relevant legislation.

1.12 “**ex-EEA Transfer**” means the transfer of Personal Data, which is Processed in accordance with the GDPR, outside the European Economic Area (the “**EEA**”), and such transfer is not governed by an adequacy decision made by the European Commission in accordance with the relevant provisions of the GDPR.

1.13 “**ex-Swiss Transfer**” means the transfer of Personal Data outside of Switzerland.

1.14 “**ex-UK Transfer**” means the transfer of Personal Data, which is Processed in accordance with the UK GDPR and the Data Protection Act 2018, outside the United Kingdom (the “**UK**”), and such transfer is not governed by an adequacy decision made by the secretary of state in accordance with the relevant provisions of the UK GDPR and the Data Protection Act 2018.

1.15 “**ex-Brazil Transfer**” means the transfer of Personal Data outside of Brazil, which is processed in accordance with Lei Geral de Proteção de Dados Pessoais (LGPD), or other relevant legislation.

1.16 “**Instructions**” means those instructions, whether oral (where subsequently confirmed in writing without undue delay) or in writing, which are conveyed to VelocityEHS by Customer.

1.17 “**Personal Data**” means any information relating to an identified or identifiable living individual that is processed by either Party as a result of, or in connection with, the provision of the Services under the Agreement. An identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of the individual. Personal Data includes “personal data,” “personal information,” “non-public personal information,” “non-public information,” “sensitive data,” “sensitive personal information,” “protected health information,” and other similar terms as defined in Applicable Laws.

1.18 “**Personal Data Breach**” means a breach of security by either Party leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored, or otherwise processed that needs to be reported to a Competent Supervisory Authority or other applicable government entity.

1.19 “**Processing**” or the equivalent term has the meaning given to in the Applicable Laws.

1.20 “**Sell**” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an individual’s Personal Data by the business to another business or a third party for monetary or other valuable consideration. Without limitation, Sell includes “sell,” “selling,” “sale,” or “sold” as defined in Applicable Laws.



1.21 “**Services**” shall have the meaning set forth in the Agreement.

1.22 “**Share**” means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an individual’s Personal Data to a third party, including, but not limited to, for purposes of Targeted Advertising. Without limitation, Share includes “share,” “shared,” or “sharing” as defined in Applicable Laws.

1.23 “**Standard Contractual Clauses**” or “**SCCs**” means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021 or as updated from time to time for transfers of Personal Data to countries not otherwise recognized as offering an adequate level of protection for Personal Data by the European Commission; available at: [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en) (as amended and updated from time to time) (the “**EU SCCs**”) and the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses Version B1.0, in force 21 March 2022 and issued by the UK Information Commissioner under S119A(1) Data Protection Act 2018, available at: <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/international-transfers/> (the “**UK Data Transfer Addendum**”).

1.24 “**Supervisory Authority/ies**” or “**Competent Supervisory Authority/ies**” means those supervisory authorities who are authorized to oversee, issue guidance in relation to, and enforce UK GDPR or GDPR.

1.25 “**Targeted Advertising**” means the targeting of advertising to an individual based on the individual’s Personal Data obtained from the individual’s activity across businesses, distinctly branded websites, applications, or services, other than the business, distinctly branded website, application, or service with which the individual intentionally interacts. Without limitation, Targeted Advertising includes “cross-context behavioral advertising” as defined in the Applicable Laws, “targeted advertising,” and other similar terms as may be defined in Applicable Laws.

1.26 “**US Data Protection Laws**” means any and all applicable data protection, data breach notification, security, or privacy-related laws, statutes, directives, or regulations in full force and effect in the United States, including: the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020; the Virginia Consumer Data Protection Act of 2021; the Colorado Privacy Act of 2021; the Connecticut Data Privacy Act of 2022; the Utah Consumer Privacy Act of 2022; the Montana Consumer Data Privacy Act of 2023; the Oregon Consumer Privacy Act of 2023; the Texas Data Privacy and Security Act of 2023, the Delaware Personal Data Privacy Act of 2023; the Iowa Consumer Data Protection Act of 2023; the Maryland Online Data Privacy Act of 2024; the Minnesota Consumer Data Privacy Act of 2024; the Nebraska Data Privacy Act of 2024; the New Hampshire Consumer Data Privacy Act; the New Jersey Data Privacy Act; the Tennessee Information Protection Act of 2023; and Section 5 of the Federal Trade Commission Act of 1914, in each case, as amended, made effective, or supplemented from time to time, as amended, made effective, or supplemented from time to time.

## 2. PROCESSING OF DATA

2.1 The Parties shall comply with this Addendum at all times during the term of the Agreement. Any failure by either Party to comply with the obligations set forth in this Addendum, or any Personal Data Breach, will be considered a material breach of the Agreement, and the other Party will have the right,



without limiting any of the rights or remedies under this Addendum or the Agreement, or at law or in equity, to immediately terminate the Agreement for cause.

2.2 The rights and obligations of VelocityEHS with respect to Processing are described herein and in the Agreement. The subject matter, nature, purpose, and duration of this Processing, as well as the types of Personal Data collected and categories of Data Subjects involved, are described in Exhibit 1 to this Addendum. Authorized Employees of VelocityEHS may be located in the European Union (“EU”), UK, United States (“US”), Canada, or Australia, or Brazil, and the Personal Data of Customer may be Processed in the EU, UK, US, Canada, Australia, or Brazil pursuant to the terms of this Addendum and the Agreement.

2.3 VelocityEHS shall only Process Personal Data for the limited and specified purposes described in Exhibit 1, the terms and conditions set forth in this Addendum, and in any Instructions, which shall include rights and obligations regarding onward transfer.

2.4 Each Party will comply with its respective obligations under Applicable Laws. Customer will: (i) use the Services in a manner designed to ensure a level of security appropriate to the Personal Data Processed; and (ii) obtain all necessary consents, permissions, and rights under the Applicable Laws for VelocityEHS to lawfully Process the Personal Data provided by Customer for the purposes set forth in this Addendum and the Agreement, including, without limitation, Customer’s sharing or receiving of Personal Data with third-parties in connection with the Services.

2.5 VelocityEHS shall have no obligation to assess the legality, contents, or accuracy of Personal Data provided by Customer, including to identify information subject to any specific legal, regulatory, or other requirement. Customer is responsible for making an independent determination as to whether its use of the Service will meet Customer’s requirements and legal obligations under Applicable Laws. To the extent required by Applicable Laws, VelocityEHS will notify Customer if, in its opinion, it is asked to process data in violation of Applicable Laws.

2.6 VelocityEHS acknowledges and confirms that it does not receive any Personal Data from Customer as consideration for any Services or other items provided to Customer. Except as expressly set forth in the Agreement, VelocityEHS shall not have, derive, or exercise any rights or benefits regarding Personal Data, and VelocityEHS shall not Sell or Share any Personal Data or use Personal Data for Targeted Advertising. VelocityEHS shall not retain, use, or disclose any Personal Data except as necessary for the specific purpose of performing the Services for Customer pursuant to the Agreement. VelocityEHS certifies, represents, and warrants that it understands the rules, restrictions, requirements, and definitions of the US Data Protection Laws and agrees to refrain from taking any action that would cause any transfers of Personal Data to or from VelocityEHS to qualify as a sale of Personal Data under the US Data Protection Laws.

2.7 VelocityEHS will host Personal Data provided by Customer in the region(s) offered by VelocityEHS for the Services identified in the applicable Customer Order Form, as identified in Exhibit 2(D) – List of Sub-processors of the Data Processing Addendum below, or as Customer otherwise agreed to by the Parties in writing (the “**Hosting Region**”). Customer is solely responsible for the regions from which its Authorized Persons access Personal Data, for any transfer or sharing of Personal Data by Customer or its Authorized Persons, and for any subsequent designation of other Hosting Regions. VelocityEHS will not Process Personal Data provided by Customer from outside the designated Hosting Region except as reasonably necessary for the provision of the Services as set forth in the Agreement, or as necessary to comply with the law or binding order of a governmental body.



### 3. TECHNICAL AND ORGANIZATIONAL MEASURES

At a minimum, and without limiting the foregoing, VelocityEHS represents and warrants that it shall maintain all Personal Data in strict confidence and provide a level of security appropriate to the particular risks of accidental, unlawful, or unauthorized destruction, loss, alteration, disclosure, or access of Personal Data presented by the Processing and the Personal Data (collectively, “Risks”), including:

- (i) Limiting access to Personal Data to Authorized Persons only;
- (ii) Ensuring that all Authorized Persons have committed themselves to confidentiality or are subject to confidentiality obligations, or are made aware of the confidential nature of Personal Data before they may access such data;
- (iii) Securing its physical, technical, and administrative infrastructure, including all relevant business facilities, data centers, paper files, servers, networks, platforms, databases, cloud computing resources, back-up systems, passwords and credentials, hardware, and mobile devices;
- (iv) Implementing authentication and access controls within all relevant media, applications, networks, operating systems, and equipment;
- (v) Encrypting Personal Data when transmitted over public or wireless networks or where otherwise appropriate in light of the Risks;
- (vi) Strictly segregating Personal Data from information of VelocityEHS or its employees or other customers;
- (vii) Maintaining appropriate personnel security and integrity procedures and practices;
- (viii) Maintaining written plans and policies for responding to Personal Data Breaches;
- (ix) Maintaining and regularly testing processes for restoring the availability and access to Personal Data in a timely manner in the event of a Personal Data Breach;
- (x) Regularly testing, assessing, and evaluating the effectiveness of its technical and organizational security measures; and
- (xi) Any other measures necessary to ensure the ongoing confidentiality, integrity, and availability of Personal Data and the ongoing security and resilience of systems and Services used for Processing, including appropriate insurance coverage, sufficient to meet its obligations under applicable law and contract.

### 4. AUTHORIZED PERSONS AND AFFILIATES

4.1 Customer acknowledges and agrees that VelocityEHS may engage the Authorized Subcontractors listed in Exhibit 2(D) to this Addendum to access and process Personal Data in connection with the Services. VelocityEHS represents, warrants, and covenants that it has not and will not permit any other third party other than VelocityEHS and its Authorized Employees to Process Personal Data on behalf of VelocityEHS in its provision of Services to Customer without the prior written notice to Customer at least



thirty (30) days in advance of the engagement of such third party. Such notice will include information reasonably necessary to enable Customer to consent or object to the change in Authorized Subcontractor. If Customer does not object, in writing, to the change in Authorized Subcontractor at least ten (10) days in advance of the engagement of such third party, Customer's consent shall be considered implied. If Customer objects, in writing, to the change in Subcontractor and the Parties cannot reach agreement, the Parties may exercise a no-fault termination of the Agreement, provided Customer's objections are reasonable under the circumstances.

4.2 VelocityEHS represents, warrants, and covenants that it has executed written agreements with each Authorized Subcontractor that bind them to obligations materially similar to those set forth in this Addendum, with respect to the Processing of the Personal Data.

4.3 VelocityEHS shall be responsible for the acts and omissions of Authorized Subcontractors and any other of its subcontractors, independent contractors, and other service providers to the same extent that VelocityEHS would itself be liable under this Addendum had it conducted such acts or omissions.

4.4 VelocityEHS's obligations set forth in this Addendum also extend to Affiliates of Customer, subject to the following conditions:

- A. Customer must exclusively communicate any additional Processing Instructions requested directly to VelocityEHS, including instructions from Affiliates of Customer;
- B. Customer shall be responsible for Customer's Affiliates' compliance with this Addendum and all acts and omissions by an Affiliate with respect to Customer's obligations in this Addendum shall be considered the acts and omissions of Customer; and
- C. Affiliates of Customer shall not bring a claim directly against VelocityEHS. If an Affiliate of Customer seeks to assert a legal demand, action, suit, claim, proceeding, or other forms of complaints or proceedings against VelocityEHS ("**Affiliate Claim**"): (i) Customer must bring such Affiliate Claim directly against VelocityEHS on behalf of such Affiliate, unless Applicable Laws require the Affiliate be a Party to such claim; and (ii) all Affiliate Claims shall be considered claims made by Customer and shall be subject to any liability restrictions set forth in the Agreement, including, but not limited to, any aggregate limitation of liability.

## 5. PERSONAL DATA BREACH NOTIFICATION

5.1 VelocityEHS shall notify Customer promptly and without undue delay, but in any event, not more than forty-eight (48) hours after becoming aware of a Personal Data Breach and shall, in a written report, provide sufficient information to enable Customer to comply with its obligations under Applicable Laws with respect to such Personal Data Breach, including any obligation to report or notify such Personal Data Breach to Supervisory Authorities and/or Data Subjects, as applicable.

5.2 As soon as reasonably practicable after providing the report described in Section 5.1, VelocityEHS shall provide Customer with a report on its initial findings regarding the Personal Data Breach, and thereafter shall provide regular updates describing subsequent findings with respect to such Personal Data Breach. As soon as reasonably practicable after VelocityEHS has concluded its examination of the Personal Data Breach, it shall provide Customer with a final report regarding the Personal Data Breach.



5.3 VelocityEHS and/or any relevant Authorized Subcontractor shall use its best efforts to immediately mitigate and remedy any Personal Data Breach and prevent any further Personal Data Breach or recurrence thereof, in accordance with Applicable Laws.

5.4 VelocityEHS nor any Authorized Subcontractor shall publicly disclose any information regarding any Personal Data Breach without Customer's prior written consent, except that VelocityEHS and any relevant Authorized Subcontractor may disclose any Personal Data Breach to (i) its own employees, customers, advisors, agents, or contractors, or (ii) where and to the extent explicitly compelled to do so by Applicable Laws, to applicable Supervisory Authorities and/or Data Subjects without Customer's prior written consent. Such consent will not be unreasonably withheld.

5.5 VelocityEHS and any relevant Authorized Subcontractor shall, at Customer's reasonable expense other than where the Personal Data Breach results from and/or arises in any way from the VelocityEHS's and/or any Authorized Subcontractor's breach, act, delay, or commission, fully cooperate with Customer and provide any assistance necessary for Customer to comply with any obligations under Applicable Laws with respect to a Personal Data Breach, including obligations to report or notify a Personal Data Breach to Supervisory Authorities and/or Data Subjects. Such assistance may include drafting disclosures, press releases, and/or other communications for Customer with respect to such Personal Data Breach, provided that Customer gives VelocityEHS commercially reasonable notice of its need for such assistance.

## 6. TRANSFERS OF PERSONAL DATA

6.1 **Transfers Based on Adequacy.** The Parties agree to rely on adequacy determination(s), as contemplated by Article 45 of the GDPR, as the primary mechanism for international transfers outside of the EEA, including the EU-US Data Privacy Framework, Swiss-US Data Privacy Framework, and UK Extension to the EU-US Data Privacy Framework, to which VelocityEHS is self-certified.

6.2 If VelocityEHS transfers Personal Data protected under this Addendum to a jurisdiction for which the European Commission has not issued an adequacy decision (each, a "**Restricted Transfer**"), VelocityEHS represents, warrants, and covenants that (i) Restricted Transfer by VelocityEHS may only be made to Authorized Persons as approved by Customer in accordance with Section 4 of this Addendum; (ii) any Restricted Transfer conducted by VelocityEHS or any Authorized Person shall be undertaken in accordance with the appropriate Standard Contractual Clauses entered into in accordance with Applicable Law; and (iii) that each Restricted Transfer will be made after appropriate safeguards have been implemented for the Restricted Transfer of Personal Data in accordance with Applicable Laws.

6.3 **Ex-EEA Transfers.** Ex-EEA Transfers are made pursuant to the EU SCCs, which are deemed entered into and incorporated into this Addendum by reference. For the purposes of the EU SCCs, the appropriate module shall be Module Two (Controller to Processor), with the following options:

- A. In Clause 7, the optional docking clause applies;
- B. In Clause 9, Option 2—General Authorization—is selected, and the time period is thirty (30) days;
- C. In Clause 11, the optional language does not apply;
- D. In Clause 13, all square brackets are hereby removed;
- E. In Clause 17 (Option 1), the EU SCCs will be governed by Irish law;



- F. In Clause 18(b), disputes will be resolved before the courts of the Republic of Ireland;
- G. Exhibit 2 to this Addendum contains the information required in Annex I of the EU SCCs;
- H. Exhibit 3 to this Addendum contains the information required in Annex II of the EU SCCs; and
- I. By entering into this Addendum, the Parties are deemed to have signed the EU SCCs incorporated herein, including its Annexes.

6.4 **Ex-UK Transfers.** Ex-UK Transfers are made pursuant to the UK Data Transfer Addendum, which is deemed entered into and incorporated into this Addendum by reference. For the UK Data Transfer Addendum, where applicable, the following applies:

- A. Exhibit 4 to this Addendum contains the information required in Part 1 – Tables, of the UK Data Transfer Addendum; and
- B. By entering into this Addendum, the Parties are deemed to have signed the UK Data Transfer Addendum incorporated herein.

6.5 **Ex-Swiss Transfers.** Transfers from Switzerland are made pursuant to the EU SCCs with the following modifications:

- A. The terms “General Data Protection Regulation” or “Regulation (EU) 2016/679” as utilized in the EU SCCs shall be interpreted to include the Federal Act on Data Protection of 19 June 1992 (the “FADP,” and as revised as of 25 September 2020, the “Revised FADP”) with respect to data transfers subject to the FADP.
- B. The terms of the EU SCCs shall be interpreted to protect the data of legal entities until the effective date of the Revised FADP.
- C. Clause 13 of the EU SCCs is modified to provide that the Federal Data Protection and Information Commissioner of Switzerland shall have authority over data transfers governed by the FADP and the appropriate EU supervisory authority shall have authority over data transfers governed by the GDPR. Subject to the foregoing, all other requirements of Section 13 shall be observed.
- D. The term “EU Member State” as utilized in the EU SCCs shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with Clause 18(c) of the EU SCCs.

6.6 **Ex-Brazil Transfers.** Where Personal Data protected under Brazilian law is transferred under this Addendum:

- A. VelocityEHS represents, warrants, and covenants that any such transfer shall comply with the requirements of the Lei Geral de Proteção de Dados Pessoais (LGPD) and any regulations or guidance issued by the Autoridade Nacional de Proteção de Dados (ANPD);
- B. Such transfers shall be made pursuant to appropriate safeguards as required by LGPD, including execution of standard contractual clauses approved by the ANPD (when available) or other mechanisms permitted under Brazilian law; and



- C. VelocityEHS shall provide Customer with such information and assistance as Customer may reasonably require to demonstrate compliance with Brazilian data protection laws.

6.7 **Non-Defined Data Protection Law.** If Customer wishes for VelocityEHS to process data under a governing jurisdiction not otherwise defined in this Addendum, Customer has the obligation to inform VelocityEHS prior to commencing such Processing activities. The Parties agree to negotiate separate terms and conditions, in good faith, addressing such law on a case-by-case basis. In no event shall VelocityEHS determine whether such transfer would be legal under Applicable Law. Customer acknowledges that it retains all obligations of a Data Controller under Applicable Laws, including the legal basis for transferring data into VelocityEHS' hosted systems or software.

6.8 **Supplementary Measures.** In respect of any data transfer under the applicable Agreement, the following supplementary measures shall apply:

- A. As of the date of this Addendum, VelocityEHS has not received any formal legal requests from any government intelligence or security service/agencies in the country to which the Personal Data is being exported for access to (or for copies of) either Party's Personal Data ("**Government Agency Requests**").
- B. Where allowed by Applicable Law, if after the date of this Addendum, VelocityEHS receives any Government Agency Requests, VelocityEHS shall attempt to redirect the law enforcement or government agency to request that data directly from Customer. As part of this effort, VelocityEHS may provide Customer's basic contact information to the government agency. If compelled to disclose Customer's Personal Data to a law-enforcement or government agency, VelocityEHS shall give Customer reasonable notice of the demand, where allowed by Applicable Law, and cooperate to allow Customer to seek a protective order or other appropriate remedy unless VelocityEHS is legally prohibited from doing so. VelocityEHS shall not voluntarily disclose Personal Data to any law-enforcement or government agency. VelocityEHS shall (as soon as reasonably practicable) discuss and determine whether all or any transfers of Personal Data pursuant to this Addendum should be suspended in the light of such Government Agency Requests.
- C. If Applicable Laws require the Parties to execute the Standard Contractual Clauses applicable to a particular transfer of Personal Data as a separate agreement, the Parties shall promptly execute such Standard Contractual Clauses incorporating such amendments as may reasonably be required to reflect the applicable appendices and annexes, the details of the transfer, and the requirements of the relevant Applicable Laws.
- D. If either (i) any of the means of legitimizing transfers of Personal Data outside of the EEA or UK set forth in this Addendum cease to be valid or (ii) any supervisory authority requires transfers of Personal Data pursuant to those means to be suspended, each Party agrees to amend the means of legitimizing transfers or alternative arrangements with Customer, with effect from the date set out in such notice, or amend or put in place alternative arrangements in respect of such transfers, as required by Applicable Laws.



## 7. DATA GOVERNANCE

7.1 The Customer is solely responsible for all obligations of the Data Controller, business, or equivalent term under the Applicable Laws, including but not limited to determination of the lawful basis of Processing, receiving any applicable consents, and responding to Data Subject or consumer requests.

7.2 VelocityEHS will retain any Personal Data provided by Customer for the term of the Agreement plus one month or a term otherwise agreed between the Parties in writing (the “**Data Retention Period**”). Upon expiration of the Data Retention Period, all Personal Data will be destroyed or anonymized. If Customer wishes for VelocityEHS to export its data from its hosted systems and return Personal Data to Customer, Customer will notify VelocityEHS in writing prior to the expiration of the Data Retention Period, in which case Customer’s Personal Data will be returned to Customer in an industry standard format. Customer is responsible for notifying VelocityEHS if the destruction or anonymization of Personal Data pursuant to this Section 7.2 is not in compliance with Applicable Law.

7.3 Where and to the extent disposal of Personal Data in accordance with Section 7.2 is explicitly prevented by Applicable Law(s) or technically infeasible, VelocityEHS and/or Authorized Persons, as applicable, shall (i) take measures to block such Personal Data from any further Processing (except to the extent necessary for continued Processing explicitly required by Applicable Law(s)), and (ii) continue to exercise appropriate technical and organizational security measures to protect such Personal Data until it may be disposed of in accordance with Section 7.2.

## 8. RIGHTS OF DATA SUBJECTS

VelocityEHS will provide such assistance as is reasonably required to enable Customer, including by appropriate technical and organizational measures, insofar as this is possible, to comply with Data Subject Rights requests within the time limits imposed by Applicable Laws.

## 9. AUDITS

9.1 VelocityEHS shall ensure that a third-party audit of its security and privacy controls (e.g., SOC 2 Type II) is executed on an annual basis. Upon written request from Customer, VelocityEHS will provide Customer with said audit report.

9.2 In the event that Customer finds a deficiency in the audit described in Section 9.1 of this Agreement, Customer agrees to provide VelocityEHS with a reasonable time to cure said deficiency and present evidence thereof to Customer regarding its efforts to cure said deficiency.

9.3 If Customer reasonably finds that a deficiency in VelocityEHS’ security and privacy controls still exists after providing VelocityEHS with a reasonable opportunity to cure it, Customer may, at its own expense, audit or hire a third-party auditor to assess the security and privacy controls of VelocityEHS.

9.4 Any audit requested by Customer under Section 9.3 of this Addendum must:

- A. Occur at a mutually agreed upon time between the Parties and last no more than two weeks; and
- B. Be limited in scope to the deficiency found under Section 9.3.

9.5 Prior to exercising its right to audit under Section 9.3 of this Agreement, Customer agrees:



- A. To provide VelocityEHS with a specific plan describing how it wishes said audit to take place;
- B. That any auditing firm hired under Section 9.3 of this Addendum will be credentialed by the American Institute of Certified Public Accountants and provide VelocityEHS with a reasonable opportunity to object to the third-party auditing firm, if applicable;
- C. To not deviate from the plan provided under Section 9.5(A); and
- D. In no circumstance will Customer have direct access to Processor's platform.

9.6 Customer agrees to reimburse VelocityEHS for any costs VelocityEHS incurs as part of any audit conducted under Sections 9.3 through 9.5 of this Addendum, including but not limited to labor fees based upon market rates at the time of audit.

9.7 If Customer exercises its right to audit VelocityEHS under the terms defined in this Addendum and finds additional deficiencies for which VelocityEHS does not agree to change, the Parties agree that they may execute a no-fault termination of the Agreement.

#### **10. DATA PROTECTION IMPACT ASSESSMENTS AND CONSULTATIONS WITH SUPERVISORY AUTHORITIES**

If applicable, VelocityEHS will reasonably assist Customer in conducting data protection impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects, and their representatives, accordingly, provided such assistance is limited to no more than one request per twelve (12)-month period. VelocityEHS reserves the right to invoice Customer for reasonable fees incurred as part of any request made under this Section 10.



## Exhibit 1 Details of Processing

### **Nature and Purpose of Processing:**

Each Party will Process Customer's Personal Data as necessary to provide the Services under the Agreement, for the purposes specified in the Agreement and this Addendum, and in accordance with Customer's Instructions as set forth in this Addendum.

### **Duration of Processing:**

Continuous for the term of the services agreement between the data exporter and data importer.

### **Categories of Data Subjects:**

Customer's employees, contractors, trainees, agents, or other personnel.

### **Categories of Personal Data:**

- Identity information (e.g., user's name, age/date of birth, gender)
- Contact information (e.g., user's work phone number, work address, work email address)
- Education information (e.g., credential or file)
- Employment information (e.g., employer)
- Location data (e.g., GPS, Bluetooth, GSM)
- Data that reasonably can be tied to a specific individual or computer, mobile telephone, or tablet (e.g., IP address, MAC address, or advertising ID)

### **Special Categories of Data/Sensitive Personal Data**

To the extent Customer requires VelocityEHS to process special or sensitive categories of Personal Data in connection with the Services, such categories or Personal Data shall be set forth in the Customer Order Form or a Statement of Work.



## Exhibit 2

The following includes the information required by Annex I and Annex III of the EU SCCs.

### A. LIST OF PARTIES

#### Data exporter(s):

Name: [INSERT]

---

Address: [INSERT]

---

Contact person's name, position, and contact details:

[INSERT]

---

Activities relevant to the data transferred under these Clauses:

The data importer provides Services to the data exporter in accordance with the Agreement.

---

Role: Data Controller

---

#### Data importer(s):

Name: VelocityEHS

---

Address: 222 Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654

---

Contact person's name, position, and contact details:

Mike Neuman, AVP for Security and Compliance, MNeuman@ehs.com

---

Activities relevant to the data transferred under these Clauses:

The data importer provides Services to the data exporter in accordance with the Agreement.

---

Role: Data Processor

---

### B. DESCRIPTION OF TRANSFER

*Categories of data subjects whose Personal Data is transferred:*

As described in Exhibit 1.

---

*Categories of Personal Data transferred:*

As described in Exhibit 1.

---

*The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):*



As described in Exhibit 1.

---

*Nature of the processing:*

As described in Exhibit 1.

---

*Purpose(s) of the data transfer and further processing:*

As described in Exhibit 1.

---

*The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:*

As described in Exhibit 1.

---

*For transfers to (sub-)processors, also specify subject matter, nature, and duration of the processing:*

As described in Section D below.

---

### **C. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with Clause 13.*

For ex-EEA transfers of Personal Data:

Name:                     Data Protection Commission, Ireland                    

Address:                     21 Fitzwilliam Square South, Dublin 2 D02 RD28, Ireland                    

For ex-UK transfers of Personal Data:

Name:                     UK Information Commissioner's Office                    

Address:                     Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF                    

For ex-Swiss transfers of Personal Data:

Name:                     Federal Data Protection and Information Commissioner                    

Address:                     Feldeggweg 1, CH - 3003 Berne                    

### **D. LIST OF SUB-PROCESSORS**

Sub-processors utilized by VelocityEHS and associated solutions are identified [here](#).



### Exhibit 3

#### **Description of the Technical and Organizational Security Measures Implemented by VelocityEHS:**

As described in Section 3 of the Addendum.

# VelocityEHS®

## Exhibit 4

**Table 1: Parties**

|                         |   |   |
|-------------------------|---|---|
| <b>Start date</b>       | As defined in the Agreement   |   |
| <b>The Parties</b>      | <b>Importer (who receives the Restricted Transfer)</b>  | <b>Exporter (who sends the Restricted Transfer)</b>   |
| <b>Parties' details</b> | <p>Full legal name: VelocityEHS Holdings, Inc.</p> <p>Trading name (if different):</p> <p>Main address (if a company registered address): 222 Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654</p> <p>Official registration number (if any) (company number or similar identifier): 07061995</p> | <p>Full legal name: As defined in Exhibit 2(A) of this Addendum</p> <p>Trading name (if different):</p> <p>Main address (if a company registered address): As defined in Exhibit 2(A) of this Addendum</p> <p>Official registration number (if any) (company number or similar identifier):</p> |
| <b>Key Contact</b>      | <p>Full Name (optional): As defined in Exhibit 2(A) of this Addendum</p> <p>Job Title: As defined in Exhibit 2(A) of this Addendum</p> <p>Contact details including email: As defined in Exhibit 2(A) of this Addendum.</p>   | <p>Full Name (optional): As defined in Exhibit 2(A) of this Addendum</p> <p>Job Title: As defined in Exhibit 2(A) of this Addendum</p> <p>Contact details including email: As defined in Exhibit 2(A) of this Addendum</p>  |

**Table 2: Selected SCCs, Modules, and Selected Clauses**

| <b>Addendum EU SCCs</b> |                     | <p><input checked="" type="checkbox"/> The version of the Approved EU SCCs, which this Addendum is appended to, detailed below, including the Appendix information:</p> <p>Date: As defined in the Agreement</p> <p>Reference (if any): VelocityEHS Master Subscription &amp; Services Agreement entered into by and between VelocityEHS Holdings, Inc. and the entity listed on the applicable Customer Order Form.</p> <p>Other identifier (if any):</p> <p>Or</p> <p><input type="checkbox"/> the Approved EU SCCs, including the Appendix information and with only the following modules, clauses, or optional provisions of the Approved EU SCCs brought into effect for the purposes for this Addendum.</p> |                    |  |                         |  |
|-------------------------|---------------------|--|--------------------|--|-------------------------|--|
| Module                  | Module in operation | Clause 7 (Docking Clause)  | Clause 11 (Option) | Clause 9a (Prior Authorization or General Authorization) | Clause 9a (Time period) | Is personal data received from the Importer combined with personal data collected by the Exporter? |
| 1                       | No                  | N/A  | N/A                |  |                         |  |
| 2                       | Yes                 | Yes  | No                 | General  | Thirty (30) days        |  |
| 3                       | No                  | N/A  | N/A                | N/A  | N/A                     |  |
| 4                       | No                  | N/A  | N/A                |  |                         | N/A  |

**Table 3: Appendix Information**

“**Appendix Information**” means the information that must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex I(A): List of Parties: As set forth in Annex I(A) of the EU SCCs.

---

Annex I(B): Description of Transfer: As set forth in Annex I(B) of the EU SCCs.

---

Annex II: Technical and organizational measures including technical and organizational measures to ensure the security of the data: As set forth in Annex II of the EU SCCs.

---

Annex III: List of Sub-processors (Modules 2 and 3 only): As set forth in Annex 3 to the EU SCCs.

---

**Table 4: Ending this Addendum when the Approved Addendum Changes**

|  |  |
|--|--|
| <b>Ending this Addendum when the Approved Addendum changes</b> | Which Parties may end this Addendum as set out in Section 19 of the ICO's Standard<br><br>Data Protection Clauses:<br><br><input checked="" type="checkbox"/> Importer<br><br><input checked="" type="checkbox"/> Exporter<br><br><input type="checkbox"/> Neither Party |
|--|--|