

U.S. PRIVACY LAW ADDENDUM

This United States Privacy Law Addendum (the “*Addendum*”) supplements the Master Services Agreement (the “*Agreement*”) entered into by and between [Customer, Inc.] (“*Customer*”) and Ares Technologies, Inc. DBA Gradient Technologies (“*Gradient*”) (and, collectively, the “*Parties*”) and includes the terms required by the applicable Privacy Laws (defined below).

1. DEFINITIONS.

“*Consumer*” means a natural person who is a resident of, as applicable: (a) California, however identified, including by any unique identifier; or (b) Virginia acting only in an individual or household context.

“*Controller*” means the natural or legal person that, alone or jointly with others, determines the purpose and means of Processing Personal Data. “*Controller*” includes a “*Business*” as defined by the CCPA.

“*Personal Data*” means any information that is linked or reasonably linkable to an identified or identifiable Consumer that is processed by Gradient on behalf of the Customer pursuant to the Agreement. “*Personal Data*” includes “*Personal Information*” as defined by the CCPA.

“*Privacy Laws*” means (a) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (Cal. Civ. Code §§ 1798.100 *et seq.*) (“*CCPA*”), and (b) the Virginia Consumer Data Protection Act (VA. Code §§ 59.1-575 *et seq.*) (“*VCDPA*”), in each case as updated, amended or replaced from time to time.

“*Process*” or “*Processing*” means any operation or set of operations that are performed on Personal Data or on sets of Personal Data, whether or not by automated means.

“*Processor*” means a natural or legal entity that Processes Personal Data on behalf of a Controller or a Business. “*Processor*” includes “*Service Provider*” as defined by the CCPA.

2. RELATIONSHIP; PROCESSING OF DATA.

The Parties acknowledge and agree that Customer is a Controller and Gradient is a Processor for purposes of the CCPA and the VCDPA, each to the extent applicable, and Gradient is receiving Personal Data from Customer in order to provide the Services pursuant to the Agreement. Gradient shall adhere to Customer’s lawful instructions with respect to the Processing of Personal Data to be performed by Gradient pursuant to the Agreement.

3. NATURE AND PURPOSE OF PROCESSING.

3.1 Nature and Purpose of Processing. Gradient shall Process Personal Data provided by Customer under the Agreement 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. Such purposes shall include providing a zero trust cybersecurity solution.

3.2 Duration of Processing. Company shall Process Personal Data provided by Customer as long as required (a) to provide the Services to Customer under the Agreement, or (b) by applicable law or regulation.

3.3 Categories of Consumers. Gradient may Process Personal Data provided by Customer from the following categories: Customer employees and Customer end users.

3.4 Categories of Personal Data. Gradient may Process the following categories of Personal Data provided by Customer: name, location, email address, phone number, address, occupation, and title.

4. CALIFORNIA-SPECIFIC TERMS.

4.1 Additional Definitions.

a. For purposes of this Section 4, the terms “*Business Purpose*,” “*Commercial Purpose*,” “*Personal Information*,” “*Sell*,” “*Service Provider*,” and “*Share*” shall have the meanings set forth in the CCPA.

4.2 Obligations.

a. Gradient shall not Sell or Share Personal Information provided by Customer under the Agreement.

b. Gradient shall not retain, use, or disclose Personal Information provided by Customer pursuant to the Agreement outside of the direct business relationship with Customer or for any purpose, including a Commercial Purpose, other than as necessary for the specific purpose of performing the Services for Customer pursuant to the Agreement, or as otherwise set forth in the Agreement or as permitted by the CCPA.

c. Gradient shall notify Customer if Gradient makes a determination that it can no longer meet its obligations under the CCPA.

d. Gradient shall comply with all obligations applicable to Service Providers under the CCPA, including by providing Personal Information provided by Customer under the Agreement the level of privacy protection required by the CCPA.

e. Gradient will not combine Personal Information received from, or on behalf of, Customer with other Personal Information except to the extent a Service Provider is permitted to do so under the CCPA.

f. Customer shall promptly notify Gradient upon receipt of any consumer request made pursuant to the

CCPA that requires Gradient to take any action with respect to a consumer's personal information.

g. Customer may, upon written notice to Gradient, (i) take such reasonable and appropriate steps as may be necessary to ensure that Gradient's collection and use of Personal Information is consistent with requirements under the CCPA, and (ii) take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Information by Gradient. Any measures implemented by Customer under this Section 4.2(g) shall be limited to Personal Information relevant to Customer.

5. VIRGINIA-SPECIFIC TERMS.

5.1 Obligations.

a. Gradient shall maintain the confidentiality of Personal Data provided by Customer under the Agreement and require that each person Processing such Personal Data be subject to a duty of confidentiality with respect to such Processing.

b. Upon Customer's written request, Gradient shall delete or return all Personal Data provided by Customer under the Agreement, unless retention of such Personal Data is required or authorized by law or the Addendum or Agreement. If return or destruction is impracticable or prohibited by law, rule or regulation, Gradient shall take measures to block such Personal Data from any further Processing (except to the extent necessary for its continued hosting or Processing

required by law, rule or regulation) and shall continue to appropriately protect such Personal Data remaining in its possession, custody, or control.

c. In the event that Gradient engages a new Processor to assist Gradient in providing the Services to Customer under the Agreement ("**Sub-Processor**"), Gradient shall enter into a written contract with the Sub-Processor requiring Sub-Processor to meet the obligations of a Processor with respect to the Personal Data.

d. Upon Customer's written request at reasonable intervals, and subject to reasonable confidentiality controls, Gradient shall either (i) make available for Customer's review copies of certifications or reports demonstrating Gradient's compliance with prevailing data security standards applicable to the Processing of Personal Data provided by Customer under the Agreement, or (ii) if the provision of reports or certifications pursuant to (i) is not reasonably sufficient under the VCDPA, Gradient shall arrange for an independent third party to conduct an assessment of the Processor's policies and technical and organizational measures using an appropriate and accepted control standard or framework and assessment procedure for such assessments. In such event, the report produced by the independent third party shall be provided to the controller upon request. Customer shall be responsible for the costs of any such audits or inspections, including without limitation a reimbursement to Gradient for any time expended for on-site audits.