

U.S. PRIVACY LAWS ADDENDUM

This Addendum is entered into by Customer and Telstra, in each case on behalf of itself and its affiliates. Customer and Telstra have entered into one or more service agreements under which Telstra receives Personal Information for the purpose of providing services to Customer (individually and collectively, the “**Agreement**”). The Processing of such Personal Information may be covered by some or all of the U.S. Privacy Laws. To the extent required under applicable U.S. Privacy Laws, Telstra agrees to Process such Personal Information as required by this Addendum.

- 1 **Definitions.** For purposes of this Addendum, the following definitions apply:
 - 1.1 **“Customer”** means the customer entity that is a party to the Agreement.
 - 1.2 **“Data Subject”** means a natural person residing in the United States.
 - 1.3 **“U.S. Privacy Laws”** means any U.S. privacy or data protection law that applies to Telstra’s Processing of Personal Information on behalf of Customer in its capacity as a Service Provider, including, to the extent applicable, the *California Consumer Privacy Act of 2018*, as amended by the *California Privacy Rights Act* (collectively, the “**CCPA**”), the *Colorado Privacy Act*, the *Connecticut Act Concerning Personal Data Privacy and Online Monitoring*, the *Utah Consumer Privacy Act*, and the *Virginia Consumer Data Protection Act*.
 - 1.4 **“Personal Information”** means any information that Telstra Processes on behalf of Customer, which identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identifiable individual.
 - 1.5 **“Process”** or **“Processing”** means any operation or set of operations performed, whether by manual or automated means, on Personal Information or on sets of Personal Information, including but not limited to collection, use, storage, retention, security, disclosure, analysis, deletion, or modification.
 - 1.6 **“Sale”** or **“Sell”** means exchanging, disclosing, making available, transferring or otherwise providing or communicating Personal Information to a third party for monetary or other valuable consideration.
 - 1.7 **“Service Provider”** means any entity that Processes Personal Information on behalf of a Customer and is considered a “service provider” under the CCPA, a “processor” under the *Colorado Privacy Act* or any other equivalent term under U.S. Privacy Laws, to the extent applicable.
 - 1.8 **“Share”** or **“Sharing”** means sharing, releasing, disclosing, making available, transferring or otherwise providing or communicating Personal Information to a third party for cross-context behavioural advertising, as defined in the CCPA.
 - 1.9 **“Telstra”** means the Telstra entity that is a party to the Agreement.
- 2 **Restrictions on Processing.** Telstra will Process Personal Information only on Customer’s behalf and in accordance with Customer’s instructions as documented in the Agreement and this Addendum, for the limited and specified business purpose of providing Customer with the applicable service listed at [Telstra.com/DPA](https://www.telstra.com/DPA). Telstra will not: (a) Sell or Share Personal Information; (b) disclose Personal Information to any third party for the commercial benefit of Telstra or any third party; (c) retain, use, disclose, or otherwise Process Personal Information outside of its direct business relationship with Customer or for any commercial purpose other than the business purposes specified in the Agreement or as otherwise permitted by the U.S. Privacy Laws; or (d) combine Personal Information with personal information that Telstra receives from, or on behalf of, other persons, or collects from its own interaction with a Data Subject, except as permitted under the U.S. Privacy Laws. Telstra certifies that it understands and will comply with the foregoing restrictions.
- 3 **Description of Processing.** Customer instructs Telstra to Process Personal Information in accordance with the applicable description of data Processing listed at [Telstra.com/DPA](https://www.telstra.com/DPA), as may be updated from time to time.

- 4 **Assistance to Customer.** Taking into account the nature of the Processing and the information available to Telstra, Telstra will, upon Customer's written request, provide information necessary to enable Customer to comply with legal obligations applicable to Customer to conduct and document data protection and risk assessments under applicable U.S. Privacy Laws.
- 5 **Subprocessing.** In the event that Telstra subcontracts the Processing of Personal Information to an affiliated or third-party subprocessor and/or allows such a subprocessor to further subcontract the Processing of Personal Information to a sub- subprocessor, Telstra will notify Customer of such engagement(s). The list of current subprocessor(s) is included in the applicable description of data Processing at [Telstra.com/DPa](https://www.telstra.com/DPa). Telstra will ensure that all subprocessor engagement(s) are pursuant to a written contract that complies with applicable U.S. Privacy Laws and binds each such subprocessor and sub-subprocessor to obligations that are at least as restrictive as those set forth in this Addendum. Customer shall notify Telstra prior to the execution of this Addendum or at any time thereafter during the term of the Agreement, if it is regulated or becomes regulated by the Colorado, Connecticut or any other U.S. state law that entitles Customer to receive additional notifications. In those instances, prior to engaging a subprocessor to Process Personal Information, Telstra shall provide Customer at least 30 days' prior notice and the opportunity to object to such engagement.
- 6 **Data Subject Rights and Requests.** At Customer's written request, taking into account the nature of the Processing and the information available to Telstra, Telstra will assist Customer with fulfilling Customer's obligations to respond to Data Subjects' requests to exercise their rights under applicable U.S. Privacy Laws. Telstra will send to Customer any request or inquiry related to Data Subjects' rights under applicable U.S. Privacy Laws received by Telstra or Telstra's subprocessor.
- 7 **Retention and Deletion.** Upon termination of the Agreement, or at the end of the provision of services, upon Customer's written request, Telstra will, without unreasonable delay, cease Processing Personal Information and return such Personal Information in a format reasonably requested by Company or, if specifically directed by Customer in writing, destroy all Personal Information, except to the extent Telstra is permitted by applicable law to retain such Personal Information.
- 8 **Audits.** Telstra shall engage appropriately skilled and functionally independent specialists to conduct regular testing and validation (at least once every twelve (12) months) on the continuing design and operational effectiveness of the controls within Telstra's information security management systems, policies, and procedures in order to assist Customer in monitoring Telstra's compliance with Telstra's obligations under applicable U.S. Privacy Laws and this Addendum. Telstra may provide Customer evidence of such testing and validation through third-party certifications, reports or similar. Customer will treat such evidence of testing, third-party certifications, reports or similar as confidential information of Telstra pursuant to the Agreement.
- 9 **Compliance with U.S. Privacy Laws.** Telstra will comply with obligations applicable to Telstra's Processing of Personal Information under the U.S. Privacy Laws. Upon the reasonable written request of Customer, Telstra will make available to Customer all information in its possession reasonably necessary to demonstrate Telstra's compliance with its obligations under applicable U.S. Privacy Laws. Telstra will notify Customer if Telstra makes a determination that it can no longer meet its obligations under applicable U.S. Privacy Laws. Customer may, upon providing written notice to Telstra, take reasonable and appropriate steps to stop and remediate unauthorized Processing of Personal Information, including where Telstra has notified Customer that it can no longer meet its obligations under applicable U.S. Privacy Laws.
- 10 **Information Security.** Telstra will ensure that persons authorized to Process Personal Information are subject to a duty of confidentiality with respect to such Personal Information. Telstra will implement and maintain an information security program that extends to the Personal Information and that includes reasonable measures, appropriate to the nature of the Personal Information, designed to protect the Personal Information against anticipated threats to its security. Telstra will notify Customer if Telstra learns that there has been any unauthorized access, use, disclosure, or loss of Personal Information.

- 11 **Severability.** In the event any provision of this Addendum is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Addendum or any other agreement between Telstra and Customer.
- 12 **Order of precedence.** This Addendum is part of and supplements the Agreement. Notwithstanding any other order of precedence Section in the Agreement, any Service Schedule or Service Order Form, in relation to Processing of Personal Information, in the event of any conflict or inconsistency the following descending order of precedence shall apply:
- (a) the terms of this Addendum;
 - (b) the terms of the Service Order Form;
 - (c) the terms of each Service Schedule; and
 - (d) to the extent applicable, the terms of the Agreement.