

PALMETTO DATA PROTECTION REQUIREMENTS

As part of the relationship with Palmetto, Sales Representative, Sales Enterprise, or Contractor, or other contractor or subcontractor of Palmetto (each, a “**Provider**”) may collect and process on Palmetto’s behalf Personal Information (“**Palmetto Personal Data**”), including Palmetto Personal Data that may be subject to the California Consumer Privacy Act of 2018, as amended by the California Consumer Privacy Rights Act, and any regulations promulgated thereunder (collectively, the “**CCPA**”). Provider agrees to protect Palmetto Personal Data in accordance with this Palmetto Data Protection Requirements (the “**PDPR**”). Certain provisions of the PDPR also extend more broadly to Palmetto Data, as that term is defined in the Provider’s applicable master services agreement with Palmetto (the “**Agreement**”).

1. **Limitations on Processing.** Provider shall use and disclose Palmetto Personal Data only on Palmetto’s behalf and only for the purposes outlined in the Agreement (the “**Services**”) and only in accordance with Palmetto’s instructions as documented in the Agreement and this DPRA. Without limiting the generality of the foregoing, in no event may Provider sell or otherwise disclose Palmetto Personal Data to any third party for the benefit of, or for the return of anything of value to, Provider or any third party. Provider shall not combine the Palmetto Personal Data with personal data that it receives from, or on behalf of, another person or persons. Provider shall not otherwise Process Palmetto Personal Data, except: (i) to detect data security incidents affecting the Services or protect against fraudulent or illegal activity affecting the Services, (ii) to comply with federal, state, or local laws; (iii) as required by applicable law to comply with civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities; (iv) as required by applicable law to cooperate with law enforcement agencies concerning conduct or activity that Provider reasonably and in good faith believes may violate federal, state, or local law; or (v) as otherwise required by applicable law to exercise or defend legal claims. In advance of Processing Palmetto Personal Data for the purpose of subsection (iii), (iv), or (v) in this Section 1, Provider shall, to the fullest extent allowed by applicable law, inform Palmetto in writing and provide Palmetto with a reasonable opportunity to challenge the request and/or obtain a protective order.

Provider shall comply with the CCPA and provide the same or greater level of privacy protections for Palmetto Personal Data as required by the CCPA. Provider shall notify Palmetto in writing in the event that Provider can no longer meet its obligations under the CCPA.

Provider shall not process Sensitive Personal Data for the purpose of inferring characteristics about an individual. “**Sensitive Personal Data**” means (a) personal information that reveals (A) an individual’s social security, driver’s license, state identification card, or passport number; (B) an individual’s account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; (C) an individual’s precise geolocation; (D) an individual’s racial or ethnic origin, religious or philosophical beliefs, or union membership; (E) the contents of an individual’s mail, email, and text messages, unless the Provider is the intended recipient of the communication; (F) an individual’s genetic data; and (2)(A) the processing of biometric information for the purpose of uniquely identifying an individual; (B) personal information collected and analyzed concerning an individual’s health; or (C) personal Information collected and analyzed concerning an individual’s sex life or sexual orientation.

2. **Subcontracting.** In the event that Provider subcontracts the Processing of Palmetto Personal Data to a third party, Provider shall notify Palmetto of such subcontract and shall enter into an agreement with such subcontractor that binds such subcontractor to obligations at least as restrictive and protective of Palmetto Personal Data as those set forth in this PDPR.
3. **Individual Rights Requests.** At Palmetto’s request, Provider shall assist Palmetto with Palmetto’s obligation to respond to individuals’ requests to exercise their rights under the CCPA, including without limitation by: (a) promptly, and in any event within ten (10) business days, providing information to Palmetto requested by Palmetto in order for Palmetto to respond to an individual’s request; (b) promptly and securely, and in

any event within ten (10) business days following Palmetto's request, deleting or destroying at Palmetto's instruction any Palmetto Personal Data pertaining to an individual identified by Palmetto, where such Palmetto Personal Data is within Provider's possession or control and notifying its own subcontractors to delete the individual's personal data; (c) promptly and securely, and in any event within ten (10) business days following Palmetto request, providing to Palmetto, in the form and format instructed by Palmetto, any Palmetto Personal Data pertaining to an individual identified by Palmetto where such Palmetto Personal Data is within Provider's possession or control; (d) promptly and securely, and in any event within ten (10) business days following Palmetto's request, correcting or enabling Palmetto to correct any Palmetto Personal Data pertaining to an individual identified by Palmetto, where such Palmetto Personal Data is within Provider's possession or control; (e) promptly, and in any event within five (5) business days of receipt, sending to Palmetto any request or inquiry received by Provider or its subcontractor related to Palmetto Personal Data.

4. **Data Security; Security Incident Notification.** Provider shall implement and maintain reasonable administrative, technical, organizational, and physical safeguards to protect the security, confidentiality, and integrity of Palmetto Data. Provider shall notify Palmetto without undue delay (and in any event within forty-eight (48) hours of discovery) if Provider learns that there has been any loss or unauthorized acquisition, access, destruction, use, modification, or disclosure of Palmetto Data (each, a "**Security Incident**"). At Palmetto's request, Provider shall provide reasonable assistance and cooperation requested by Palmetto in the furtherance of any correction, remediation, and/or investigation of any Security Incident and/or the mitigation of any potential damage. Provider's obligations under this Section 4 will not modify or limit any other applicable obligations to which Provider may be subject under applicable law.
5. **Compliance.** Provider certifies that Provider understands and shall comply with the requirements of this PDPR. Provider shall allow Palmetto to take reasonable and appropriate steps to help ensure that Provider uses the Palmetto Personal Data in a manner consistent with Palmetto's obligations under the CCPA. Provider shall allow Palmetto, upon notice to Provider, to take reasonable and appropriate steps to stop and remediate unauthorized use of Palmetto Personal Data. Provider shall allow Palmetto to monitor Provider's compliance with this PDPR and the Agreement through measures, including, but not limited to, ongoing manual reviews, automated scans, and regular assessments, audits, and other technical and operational testing at least once every twelve (12) months.