



## DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**Addendum**”) forms part of the VelocityEHS Master Subscription & Services Agreement as posted on [www.ehs.com](http://www.ehs.com) (“**Agreement**”) by and between VelocityEHS and Customer and details the parties’ obligations regarding the protection of personal data associated with VelocityEHS’s processing of Customer’s personal data. This Addendum applies to activities associated with the Agreement, in whose scope VelocityEHS or VelocityEHS’s subcontractors process Customer’s personal data, but only to the extent: (i) such personal data pertain to data subjects in the European Economic Area and (ii) VelocityEHS is subject to the Data Protection Laws. All capitalized terms not defined herein will have the meaning ascribed to them in the Agreement.

### INSTRUCTIONS

VelocityEHS has pre-signed this Addendum. To complete this Addendum, Customer must: (1) complete the information in the signature box and sign on page 5; and (2) send the completed and signed Addendum to VelocityEHS by email to [orders@ehs.com](mailto:orders@ehs.com). Please include Customer’s contract number or list Customer’s company name in the email. This Addendum will only become legally binding upon VelocityEHS: (i) upon VelocityEHS’s receipt of the completed Addendum and (ii) if the entity signing this Addendum is the same entity that is a party to the Agreement.

### TERMS

#### 1. ROLES

The parties acknowledge and agree that with regard to the processing of personal data, Customer is a controller and VelocityEHS is a processor.

#### 2. COMPLIANCE

Each party will comply with the Data Protection Laws. Customer is solely responsible for the accuracy, quality, and legality of the personal data and the means by which Customer acquired such personal data.

#### 3. PERSONAL DATA PROCESSING DETAILS

The personal data processing details are set forth in Schedule 1 attached to this Addendum.

#### 4. INSTRUCTIONS

VelocityEHS will process personal data in accordance with Customer’s documented instructions. Customer’s instructions will comply with the Data Protection Laws. Customer instructs VelocityEHS to process personal data to provide the Services in accordance with the Agreement and this Addendum. Customer may provide additional instructions to VelocityEHS to process personal data; however, VelocityEHS will be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this Addendum. If VelocityEHS is required to process personal data pursuant to applicable law, VelocityEHS will notify Customer of any such requirement before processing the personal data (unless that law prohibits disclosure of such information). VelocityEHS will promptly inform Customer if, in VelocityEHS’s reasonable opinion, a Customer instruction would infringe a Data Protection Law.

#### 5. TECHNICAL AND ORGANIZATIONAL MEASURES



VelocityEHS has implemented and maintains appropriate technical and organizational measures designed to ensure a level of security commensurate to the risk to the personal data. Such measures include taking appropriate administrative, physical, organizational, and technical safeguards to prevent and guard against the unauthorized or accidental access, disclosure, destruction, loss, processing, damage, or alteration of personal data.

## 6. SUB-PROCESSORS

- (a) **Use of Sub-Processors.** Customer agrees that VelocityEHS may engage Sub-Processors to process personal data. VelocityEHS will make available to Customer, upon Customer's written request, a list of Sub-Processors authorized to process personal data. Customer agrees that VelocityEHS may retain VelocityEHS Affiliates as Sub-Processors. VelocityEHS will ensure that Sub-Processors appointed in accordance with this Section 6 are appointed under a binding written contract that meets the requirements of the Data Protection Laws ("**Sub-Processor Contract**"). Customer may request, and VelocityEHS will provide, a summary of the Sub-Processor Contract. The appointment of a Sub-Processor will not in any way limit the obligations of VelocityEHS to Customer under the Agreement. VelocityEHS will remain liable for any breach of this Addendum that is caused by an act, error, or omission of its Sub-Processor.
- (b) **Notification of New Sub-Processors.** VelocityEHS will provide notice to Customer at least 30 days before authorizing any new Sub-Processor to process personal data.
- (c) **Objection to New Sub-Processor.** This Section 6(c) will apply only where and to the extent that Customer is established within the EEA or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects to VelocityEHS's use of a new Sub-Processor, Customer must notify VelocityEHS in writing within 10 days following VelocityEHS's notification pursuant to Section 6(b) above. VelocityEHS will have the right to cure the objection by: (i) cancelling its plans to use the Sub-Processor with regard to Customer's personal data or offering an alternative to provide the Services without such Sub-Processor; (ii) taking the corrective steps requested by Customer in its objection and proceed to use the Sub-Processor with regard to Customer's personal data; (iii) not providing, or Customer may agree to not use, the particular aspect of the Services that would involve the use of such Sub-Processor with regard to Customer's personal data; or (iv) if none of the above options are reasonably available and VelocityEHS has not addressed Customer's reasonable concerns about the Sub-Processor within 30 days from Customer's initial objection, Customer may terminate the affected Services on written notice without penalty to Customer.

## 7. VELOCITYEHS'S PERSONNEL

VelocityEHS will ensure that its personnel engaged in the processing of personal data are informed of the confidential nature of the personal data and have executed written contracts to maintain the confidentiality of personal data. VelocityEHS will take all reasonable steps to ensure the reliability of VelocityEHS personnel processing personal data and that VelocityEHS personnel processing personal data receive adequate training on compliance with this Addendum and the Data Protection Laws applicable to the processing.

## 8. DATA SUBJECT RIGHTS



VelocityEHS will, without undue delay, notify, then record, and then refer to Customer full details of all: (i) Data Subject Requests; and (ii) complaints or other requests relating to a party's obligations under Data Protection Laws, or relating to personal data or a data subject ("**Complaint**"). To the extent Customer is unable to respond to a Data Subject Request or a Complaint using information available through the Services, VelocityEHS will provide reasonable assistance to Customer (and procure that any relevant Sub-Processor does the same) in responding to a Data Subject Request or Complaint. VelocityEHS will not respond to a Data Subject Request or Complaint absent Customer's explicit instruction.

## 9. ASSISTANCE

VelocityEHS will provide assistance as Customer reasonably requires (taking into account the nature of processing and the information available to Customer) as mandated by the Data Protection Laws with respect to: (i) DPIAs, by providing such information and cooperation as Customer may reasonably require for the purpose of assisting Customer in carrying out a DPIA; and (ii) prior consultation with a Supervisory Authority regarding high risk processing in consultation with Customer.

## 10. RECORDS

If required under Data Protection Laws, VelocityEHS will maintain complete, accurate, and up to date written records of all categories of processing activities carried out on behalf of Customer as required by the Data Protection Laws, including: (i) the name and contact details of each of its Sub-Processors carrying out specific processing activities on behalf of Customer; (ii) the categories of processing carried out on behalf of Customer; (iii) where applicable, transfers of data to an international recipient; and (iv) a general description of its technical and organizational security measures as required by the Data Protection Laws.

## 11. INSPECTIONS

Customer agrees that VelocityEHS's then-current SOC 2 audit report will be used to satisfy any audit or inspection requests by or on behalf of Customer. VelocityEHS will make such reports available to Customer upon Customer's written request. VelocityEHS will make available to a regulator or supervisory authority any additional information regarding the Services in the event that a regulator or supervisory authority requires additional information, including information necessary to demonstrate compliance with this Addendum, or an audit related to the Services.

## 12. SUSPENSION

Customer may suspend the transfer of personal data to VelocityEHS, VelocityEHS's processing of personal data, or terminate the affected Agreement without penalty to Customer if: (i) VelocityEHS or a VelocityEHS Sub-Processor is in breach of its obligations under this Addendum and does not cure such breach within 30 days of Customer's notification to VelocityEHS of such breach; or (ii) if VelocityEHS notifies Customer that it cannot comply with the obligations set forth in this Addendum or the Data Protection Laws.

## 13. PERSONAL DATA BREACH

(a) **Personal Data Breach Notification.** In respect of any personal data breach related to the Agreement or this Addendum involving VelocityEHS (or a Sub-Processor), VelocityEHS will, without undue delay of VelocityEHS becoming aware of such personal data breach:



- (i) notify Customer of the personal data breach; and
- (ii) provide Customer with such details as Customer reasonably requires regarding:
  - (1) the nature of the personal data breach, including the categories and approximate numbers of data subjects and personal data records concerned;
  - (2) any investigations into such personal data breach;
  - (3) the likely consequences of the personal data breach; and
  - (4) any measures taken, or that VelocityEHS recommends, to address the personal data breach, including to mitigate its possible adverse effects and prevent the re-occurrence of the personal data breach or a similar breach.
- (b) **Ongoing Updates.** VelocityEHS may give Customer phased updates as additional information regarding the personal data breach becomes available to VelocityEHS; and provide reasonable cooperation and assistance to Customer in relation to any remedial action to be taken in response to a personal data breach, but will not notify any data subjects of the personal data breach, absent Customer's explicit instruction or as required by any law, rule, regulation, or binding court order to which VelocityEHS is subject.
- (c) **Notification Sharing.** Customer may share any notification and details provided by VelocityEHS under this Section 13 with the appropriate Supervisory Authority if required to do so under the Data Protection Laws.

#### 14. DELETION OR RETURN OF PERSONAL DATA

VelocityEHS will promptly return to Customer, or destroy to the extent permitted by law, personal data upon Customer's written request, or if the Agreement so specifies, upon the termination or expiration of the Agreement. VelocityEHS may retain personal data to the extent required by the laws, rules, and regulations to which VelocityEHS is subject, or if personal data resides in backup archives. VelocityEHS will continue to protect the security and confidentiality of such retained personal data in accordance with the Agreement and this Addendum. VelocityEHS has implemented retention rules so that personal data in backup archives is retained for as short a time as necessary.

#### 15. CLIENT DATA DISCLOSURES

To the extent legally permissible, VelocityEHS will promptly notify Customer of any legally binding request for disclosure or seizure of personal data by a government agency or law enforcement authority.

#### 16. DATA TRANSFERS

VelocityEHS is self-certified under the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks maintained by the U.S. Department of Commerce ("**Privacy Shield**") and complies with the requirements set out in the Privacy Shield for handling, collecting, and transferring personal data from the EEA and Switzerland into the United States in connection with the Services.

#### 17. TERM



The term of this Addendum will end simultaneously and automatically at the later of (i) the termination of the Agreement; or (ii) when all personal data is deleted from VelocityEHS's systems.

## 18. LIMITATION OF LIABILITY

THE AGGREGATE LIABILITY OF THE PARTIES, TOGETHER WITH EACH OF THEIR AFFILIATES, ARISING OUT OF OR RELATED TO THIS ADDENDUM IS SUBJECT TO THE LIMITATION OF LIABILITY SECTION OF THE AGREEMENT. ANY REFERENCE TO AGGREGATE LIABILITY OF A PARTY IN THE LIMITATION OF LIABILITY SECTION OF THE AGREEMENT MEANS THE AGGREGATE LIABILITY OF THAT PARTY AND ITS AFFILIATES UNDER THE AGREEMENT AND THIS ADDENDUM TOGETHER.

## 19. DEFINITIONS, INTERPRETATION, LEGAL EFFECT

### (a) Definitions.

The terms “**processor**”, “**controller**”, “**data subject**”, “**personal data**”, “**processing**”, “**process**”, and “**personal data breach**” all have the meanings given to those terms in the Data Protection Laws.

“**Data Subject Request**” means a request made by a data subject to exercise any data subject rights granted by Data Protection Laws.

“**DPIA**” means a data protection impact assessment or privacy impact assessment (as defined or used in the Data Protection Laws, including relevant guidance from Supervisory Authorities).

“**Data Protection Laws**” means:

- (i) the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”);
- (ii) all relevant European Union member state laws or regulations giving effect or corresponding with the GDPR;
- (iii) the laws, regulations, or other binding obligations (including any and all legislative and/or regulatory amendments or successors thereto) of the European Union, European Economic Area, Switzerland, and the United Kingdom that govern or apply to personal data; and
- (iv) the California Consumer Privacy Act (AB-375) (“**CCPA**”); and
- (v) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority and binding under applicable law,

in each case, as in force and applicable, and as may be amended, supplemented, or replaced from time to time.

“**Sub-Processor**” means another processor engaged by VelocityEHS for carrying out processing activities in respect of the personal data on behalf of Customer and authorized by Customer in accordance with Section 6.



“Supervisory Authority” means any local, national, or multinational agency, department, official, parliament, public, or statutory person or any government or professional body, regulatory, or supervisory authority, board, or other body responsible for administering Data Protection Laws.

- (b) **Interpretation and Applicability.** This Addendum relates to the processing of personal data that is subject to Data Protection Laws.
- (c) **Legal Effect.** This Addendum will only become legally binding between VelocityEHS and Customer when the steps in the “Instructions” section above have been fully completed.

IN WITNESS WHEREOF, the parties hereto certify that they have read, understand, and agree to be legally bound by this Addendum, including the schedules attached hereto.

(CUSTOMER) \_\_\_\_\_

VELOCITYEHS HOLDINGS, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Matt Airhart \_\_\_\_\_

Title: \_\_\_\_\_

Title: President & COO \_\_\_\_\_

Date: \_\_\_\_\_

Date: February 12, 2020 \_\_\_\_\_



**SCHEDULE 1  
DATA PROCESSING DETAILS**

**NATURE AND PURPOSE OF THE PROCESSING:**

VelocityEHS will process personal data as necessary to provide the Services under the Agreement.

**DURATION OF THE PROCESSING:**

Subject to Section 14 of the Addendum, the duration of processing will be for the duration of the Agreement, unless otherwise agreed upon in writing.

**TYPE OF PERSONAL DATA:**

Customer, in its sole discretion, determines the types of personal data that the Services will process. The personal data may include, but not be limited to, the following categories:

Class 1 Data: Generally available contact information

- Prefix (Mr./Mrs./etc.)
- First name
- Middle name
- Last name
- Suffix (Sr./Jr. etc.)
- Job code
- Reports to position number and name
- Office e-mail address
- Office phone number
- Home address
- Company cellular phone number
- Employment Location
- Job title
- Employee ID

Class 2 Data: Qualified HR Data

- Regulatory Region
- Date of Birth
- Age
- Gender
- Home Address
- Home Phone
- Cell Phone
- Employment Location
- Hire Date
- Job Code
- Job Title
- Reports To Position Number and Name
- Employee Classification (Full Time vs. Part Time vs. Contractor)
- Contract Type
- Company Training History

Special categories of data (if appropriate):

- Medical records (as attachments)
- Medical bills (as attachments)
- Doctors notes (as attachments)
- Work restrictions
- Days away/restricted time from work
- Injury details (body part, injury)
- First response activities (e.g. CPR, AED)

**CATEGORIES OF DATA SUBJECTS:**

Customer, in its sole discretion, determines the personal data that may be submitted to the Services for processing, which may include, but is not limited to, personal data about the following categories of data subjects:



- Customer staff (including employees, full and part time), independent contractors, temporary workers, and/or volunteers