

## DATA PROTECTION TERMS AND CONDITIONS

1. **Definitions.** Capitalized terms used in this Attachment shall have the meanings ascribed to them either below or in the principal body of this Agreement.

“**Customer Data**” shall mean all data and information (a) submitted by or on behalf of Owner or its Affiliates or personnel of Owner or any of its Affiliates, including Personal Information, (b) obtained by or on behalf of Design-Builder or its agent relating to Owner or its Affiliates or personnel of Owner or any of its Affiliates, in connection with the Agreement, (c) to which Design-Builder or its agents have access in connection with the provision of the Services, including all Personal Information of personnel of Owner or any of its Affiliates or AES Entities or (d) derived from or including any of the foregoing.

“**Personal Information**” shall mean, to the extent provided to or collected or accessed by Design-Builder or its agent under this Agreement: (a) any information (i) that identifies, or when used in combination with other information provided hereunder or Processed by Design-Builder, identifies an individual or (ii) from which identification or contact information of an individual person can be derived; (b) Sensitive Personal Information; and (c) Protected Health Information. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files.

Personal Information may include: (i) a first or last name or initials; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other online contact information, such as an instant messaging user identifier or a screen name that reveals an individual’s email address; (iv) a telephone number; (v) a social security number, tax ID number or other government-issued identifier; (vi) an Internet Protocol (“**IP**”) address or host name that identifies an individual; (vii) a persistent identifier, such as a customer number held in a “cookie” or processor serial number, that is combined with other available data that identifies an individual; (viii) birth dates or treatment dates; (ix) coded data that is derived from Personal Information; and (x) any other information by which one is reasonably able to personally identify a person. Additionally, to the extent any other information (such as, but not necessarily limited to, case report form information, clinical trial identification codes, personal profile information, IP addresses, other unique identifiers, or biometric information) is associated or combined with Personal Information, then such information also will be considered Personal Information.

“**Sensitive Personal Information**” shall mean a subset of Personal Information, which due to its nature has been classified by Law or by written policy of Owner or any of its Affiliates as deserving additional privacy and security protections, provided such written policy has been previously supplied or made available in writing to Design-Builder. Sensitive Personal Information consists of:

- (a) all government-issued identification numbers (including U.S. Social Security numbers, Canadian Social Insurance numbers, driver’s license numbers, and passport numbers);
- (b) all financial account numbers that are identified with or would permit access to financial accounts (bank account numbers, credit card numbers, with or without any required security code or access code or personal information number that would permit access to a financial account);

- (c) individual medical records and biometric information, including any information on any worker or consumer's health, disability, disease or product interests;
- (d) reports of individual background checks and all other data obtained from a U.S. consumer reporting agency and subject to the Fair Credit Reporting Act;
- (e) data elements revealing race, ethnicity, national origin, religion, trade union membership, sex life or sexual orientation, and criminal records or allegations of crimes; and
- (f) any other Personal Information designated by Design-Builder or any of its Affiliates as Sensitive Personal Information.

## 2. **Safeguarding of Data.**

### 2.1 **Return and Backup of Data.**

2.1.1 As part of the Services, Design-Builder shall deliver or cause to be delivered to Owner or its designee all Customer Data (including documents prepared for Owner under the terms of the Agreement) in the possession or under the control of Design-Builder or its agents upon demand or upon termination or completion of the Services, in whole or in part, under this Agreement. Design-Builder shall deliver such Customer Data in the format and on the media in use as of the date of the request or, if not stored on portable media or in the limited cases where Customer Data is stored on media that stores data of multiple customers (in which case the Customer Data stored on such media must be logically partitioned), on the media requested by Owner. Design-Builder shall maintain and retain all Customer Data in the possession or under the control of Design-Builder or Design-Builder Agents in compliance with the terms of the Agreement during the Service Agreement Term and, upon the expiration or termination of this Agreement, return all Customer Data then in its custody at Owner's direction.

2.1.2 As part of the Services, Design-Builder shall assist Owner as reasonably requested by Owner in meeting the Owner's and its Affiliates' legal obligations with respect to the retention of records in Design-Builder's control. Upon request by Owner at any time during the term of this Agreement and upon expiration or termination of the Agreement, Design-Builder shall at no charge to Owner (i) promptly return to Owner all or part of the Customer Data, in the format and on the media in use as of the date of the request or, if not stored on portable media or in the limited cases where Customer Data is stored on media that stores data of multiple customers (in which case the Customer Data stored on such media must be logically partitioned), on the media requested by Owner and (ii) erase or destroy all or any part of the Customer Data in Design-Builder's or its agents possession, in each case to the extent so requested by Owner. Any archival media, including tapes and disk units, containing Customer Data shall be used by Design-Builder solely for back up purposes.

### 2.2 **Data Safeguards Generally.**

2.2.1 Design-Builder personnel shall not attempt to access, and shall not access or allow access to, Customer Data to which it is not entitled or that is not required for the performance of the Services by Design-Builder personnel. Design-Builder shall implement security measures consistent with its responses to the "Cybersecurity Risk Assessment Survey" (**Exhibit B hereto**) to guard against the unauthorized access, alteration, destruction and loss of Customer Data. Design-Builder shall review **Exhibit B** on at least a quarterly basis to assess updates that are necessary thereto to align **Exhibit B** with

Industry Standards. Except with respect to updates necessary to align with Industry Standards, with respect to which Design-Builder shall promptly notify Owner in writing prior to effecting, Design-Builder shall not take any action or omit to take any action that would be inconsistent with its responses in Exhibit B or cause such responses to be untrue without Owner's prior written consent.

2.2.2 Design-Builder shall only transfer (including internal Design-Builder transfers that occur beyond the internal firewalls of Design-Builder) the Customer Data in a secure and confidential manner, including at a minimum, encrypting the data or through establishing a virtual private network with Owner and its Affiliates in a manner as approved by Owner. Design-Builder shall encrypt all (i) backup tapes generated by Design-Builder equipment or which Design-Builder is responsible for creating using Owner equipment and (ii) other portable and/or removable media that is Design-Builder equipment or used by Design-Builder personnel containing Customer Data generated by Design-Builder equipment or which Design-Builder is responsible for creating using Owner equipment. Design-Builder shall comply with all Laws regarding the import and export and use by Design-Builder or its agents of strong encryption technologies.

2.3 **Breach of Security.** In the event Design-Builder or its agents discover or are notified of a breach or potential breach of security relating to the disclosure, loss, or damage of or unauthorized access to Customer Data, Design-Builder shall promptly (a) notify the Owner of such breach or potential breach and (b) if the applicable Customer Data was in the possession of or under the control of Design-Builder or its agent at the time of such breach or potential breach, Design-Builder shall immediately (i) investigate and remediate the effects of the breach or potential breach and (ii) provide Owner with assurance satisfactory that such breach or potential breach shall not reoccur. Owner shall have the right to conduct a security investigation relating to the disclosure, loss or damage of or unauthorized access to Customer Data or Owner's systems. Without limiting the foregoing, in all events, Design-Builder shall, and shall cause its agents and Affiliates to, cooperate fully in resolving any actual or suspected acquisition or misuse of Customer Data. Owner reserves the right to instruct Design-Builder to not remediate the cause of a breach for the purposes of ongoing investigation, such as cooperation with law enforcement or a need to identify the extent of said breach and/or identify the offending parties.

2.4 **Compliance with Privacy Laws.** Design-Builder acknowledges that the Customer Data may contain Personal Information, the use of and access to which is subject to various global privacy laws, including EU Directives, member state, federal and international Laws, and state, federal and national or international government agency orders and decrees to which Owner may be subject ("**Privacy Laws**"), as well as certain restrictions imposed on the Customer Data by the data subjects or other third-party data providers. Design-Builder agrees to strictly abide by all such restrictions relevant to data processors that pertain to the Customer Data, as they are promulgated and applied, currently and in the future as directed by Owner as the data controller. Furthermore, Design-Builder shall in good faith execute any and all agreements that Owner is required to have Design-Builder execute in order for Owner to comply with any Privacy Laws, including the Standard Contractual Clauses for the Transfer of Personal Data to Processors established in Third Countries, dated 27 December 2001 (2002/16/EC), as amended from time to time ("**EU Model Clauses**"). If Design-Builder's use (whether directly or indirectly) of the Customer Data is contrary to any Privacy Law or any of the restrictions set forth in this Agreement, Owner shall have the right to (i) terminate this Agreement for cause if the cause or source of such breach has not been cured

within five days of receipt by Design-Builder of written notice and (ii) pursue any other legal and equitable remedies.

### **3 AES Privacy Procedures\_ Procurement and Third-Party Contracting**

Design-Builder shall comply with the AES Privacy Procedures set forth in Exhibit A to this Attachment.