DATA PROTECTION ADDENDUM

The following terms and conditions of this Supplier Data Protection Agreement (the "**DPA**") is entered into between Acme Company1 , ("**Customer**") on behalf of itself and its Authorized Affiliates and Acme Company2, LLC on behalf of itself and its Affiliates (collectively, "**Supplier**") and applies to and is made part of the Contract(s), each a "Party", together the "Parties".   For the purposes of this DPA only, and except where otherwise indicated, the term "Customer" shall include Customer and its Authorized Affiliates.

RECITALS

A.   Supplier has entered into one or more purchase orders, contracts and/or agreements (the "**Contract(s)**)" with Customer and/or Authorized Affiliates. In delivering the services under the Contract(s) (the "**Services**"), Supplier may process Customer Personal Data controlled by Customer and/or its respective customers, suppliers, or business partners.

B.   As part of its privacy program and its contractual arrangements, Customer has provided certain assurances to its employees, independent contractors, candidates, customers, suppliers and/or business partners to ensure the appropriate protection of Customer Personal Data when Customer engages third party Suppliers. Customer's engagement of Supplier is conditioned upon Supplier's agreement to the terms and conditions of this DPA.

1.   DEFINTIONS

1.1. "**Affiliate**" means any entity that is directly or indirectly controlled by, controlling or under common control with a Party. "**Control**" for purposes of this definition means direct or indirect ownership of control of more than 50% of the voting interest of the subject entity.

1.2. "**Applicable Laws**" means all applicable federal, state, local, provincial, and foreign data protection, privacy and data security laws, as well as applicable regulations and directives.

1.3. "**Authorized Affiliate**" means any of Customer's Affiliate(s) permitted to or otherwise receiving the benefit of Services pursuant to the Contract(s).

1.4. "**Authorized Persons**" means any person who Processes Personal Data under this DPA on a Party's behalf, including that Party's employees, officers, directors, partners, principals, agents, representatives, contractors, and in the case of Supplier, its subcontractors.

1.5. "**Customer Data**" means all information (i) provided to Supplier by or at the direction of Customer; (ii) created or obtained by Supplier on behalf of Customer; or (iii) which Supplier accesses at the direction of Customer, in the course of Supplier's performance under the Agreement, including (but not limited to) any information that pertains to Customer and/or is Confidential Information (as defined under the Agreement).

1.6. "**Process**," "**Processed**," "**Processes**" or "**Processing**" means the collection, use, disclosure, transfer, storage, deletion, combination or other use of Customer Data, unless otherwise defined by Applicable Laws.

1.7. "**Personal Data**" means any Customer Data that relates to an identified or identifiable natural person and any information protected under Applicable Laws. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural, or social identity.

1.8. "**Security Incident**" means any breach of data security that may result in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data.

2. **RELATIONSHIP OF THE PARTIES AND DATA USAGE**

2.1. **Supplier's Processing of Customer Data.** Supplier shall at all times: (i) Process Customer Data only for the purpose of providing the Services to Customer under this Agreement and in accordance with Customer's documented instructions; and (ii) not Process Customer Data for its own purposes or those of any third party. Except as expressly set forth to the contrary in this Agreement, Supplier acknowledges that it has no right, title or interest in Customer Data (including all intellectual property or proprietary information) and may not sell, rent or lease Customer Data to anyone. In the event that the Services change such that Supplier may Process Personal Data from persons in the European Economic Area or Switzerland the Parties agree to amend this DPA to provide appropriate data protections for the Applicable Laws in that region.

2.2. **Confidentiality and Limitation of Access.** Supplier shall ensure that any Authorized Person is subject to a strict duty of confidentiality (whether a contractual or statutory duty) and that they Process the Customer Data and Customer Data only for the purpose of delivering the Services under the Contract(s) to Customer. Supplier shall ensure that Supplier's access to Customer Data is limited to those personnel performing Services in accordance with this DPA.

2.3. **Subcontractors.** Supplier shall not subcontract any Processing of Customer Data to a subcontractor except subject to a written agreement with such subcontractor that contains terms no less protective of Customer Data than those contained in this DPA. Supplier shall remain fully liable to Customer for any breach by its subcontractors of this DPA.

2.4. **Deletion and Return.** Upon Customer's request, or upon termination or expiry of this Agreement, Supplier shall destroy or return to Customer all Customer Data (including copies) in its possession or control (including any Customer Data Processed by its subcontractors). This requirement shall not apply to the extent that Supplier is required by any applicable law to retain some or all of the Customer Data, in which event Supplier shall isolate and protect the Customer Data from any further Processing except to the extent required by such law.

3. **SECURITY MEASURES, SECURITY INCIDENTS, AND AUDIT**

3.1. **Security Measures.** Supplier will implement and maintain all appropriate technical and organizational measures to ensure that Customer Data is protected against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves transmission of data over a network, and against all other unlawful forms of Processing. At a minimum, Supplier agrees to the Security Measures identified at https://www.allegisgroup.com/en/vendor-security-measures dated November 6, 2018. Supplier represents and warrants that it maintains and has implemented a written and comprehensive information security program in compliance with all Applicable Laws.

3.2. **Security Incidents.** In the event of a Security Incident, Supplier shall (i) without undue delay inform Customer and provide written details of the Security Incident, including the type of data affected and, in the case of a Security Incident involving Personal Data, the identity of affected person(s), after such information becomes known or available to Supplier; (ii) provide timely information and cooperation as Customer may require to fulfill Customer's data breach reporting obligations; (iii) take such measures and actions as are appropriate to investigate, remedy, or mitigate the effects of the Security Incident and maintain documentation regarding such and keep Customer up-to-date about all developments in connection with the Security Incident; and (iv) reimburse Customer for the reasonable costs for Customer to prepare and send all notifications that are legally required or reasonably necessary (as

determined in the sole discretion of Customer). At the written request of Customer, Supplier agrees to provide, at its sole expense, credit monitoring and identity theft protection services to individuals affected by a Security Incident involving Personal Data of those individuals.

3.3. **Audit Rights.** Customer shall have the right to inspect and audit the manner in which Supplier processes Customer Data and all access, storage, memory, user and transfer controls implemented by Supplier to ensure compliance with the terms of this DPA upon reasonable advance notice to Supplier and during normal business hours. In addition, upon Customer's request, Supplier shall provide Customer with the results of any audit performed by or on behalf of Supplier that assesses the effectiveness of Supplier's information security program as relevant to the privacy and security of Customer Data during the course of this Agreement.

4. LIABILITY

4.1. Notwithstanding anything else to the contrary in the Contract(s), Supplier acknowledges and agrees that it shall be liable for any loss of Customer Data arising under or in connection with the Contract(s) and this DPA to the extent such loss results from any failure of Supplier (or its Sub-Processors) to comply with its obligations under this DPA and/or Applicable Privacy Laws; and any exclusion of damages or limitation of liability that may apply to limit the Supplier's liability in the Contract(s) shall not apply to the Supplier's liability arising under or in connection with this DPA, howsoever caused, regardless of how such amounts or sanctions awarded are characterized and regardless of the theory of liability, which liability shall be expressly excluded from any agreed exclusion of damages or limitation of liability.

4.2. The parties acknowledge and agree that any breach by Supplier of this DPA shall constitute a material breach of the Contract(s), in which event and without prejudice to any other right or remedy available to it, Customer may elect to immediately terminate the Contract(s) in accordance with the termination provisions in the Contract(s).

4.3. Supplier shall, at its own expense, defend, indemnify and hold Customer harmless from and against any and all claims, suits, demands, actions, damages, losses, liabilities, proceedings, litigation, costs and expenses, including reasonable attorneys' fees, relating to or arising out of this DPA, including (i) the acts or obligations undertaken by Supplier or its employees, agents, or subcontractors pursuant to this DPA, including any improper, unauthorized or unlawful access to, use of, or disclosure of Personal Data, or (ii) any breach of this DPA by Supplier. Customer reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Supplier, and Supplier shall fully cooperate with Customer in asserting a defense.

5. GENERAL

5.1. The obligations placed upon the Supplier under this DPA shall survive so long as Supplier and/or its Sub-Processors Processes Customer Data. The provisions contained in this DPA and its attachments, exhibits and schedules that by their context are intended to survive termination or expiration will survive.

5.2. This DPA may not be modified except by a subsequent written instrument signed by both parties.

5.3. If any part of this DPA is held unenforceable, the validity of all remaining parts will not be affected.

5.4. Any capitalized terms not otherwise defined in this DPA shall have the meaning given to them in the Contract(s). Except for the changes made by this DPA, the Contract(s) shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between this DPA and any other term or

terms of the Contract(s), this DPA shall prevail in respect of the subject matter (i.e. the protection of Personal Data).

5.5. Clause and other headings in this DPA are for convenience of reference only and shall not constitute a part of or otherwise affect the meaning or interpretation of this DPA. Annexes to this DPA shall be deemed to be an integral part of this DPA to the same extent as if they had been set forth verbatim herein.

5.6. This DPA shall be governed by and construed in all respects in accordance with the governing law and jurisdiction provisions set out in the Contract(s), unless required otherwise by Applicable Privacy Laws.

5.7. This DPA may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same document. The Parties may sign and deliver this DPA by facsimile or email transmission

By signing below, each Party acknowledges that it has read and understood the terms of this DPA and agrees to be bound by them.

Contract Logix, LLC	Allegis Group Inc.
E-Signed : 04/05/2019 11:48 AM CST *Rick Ralston* By: rralston@contractlogix.com IP: 96.92.147.181 Sertifi Electronic Signature DocID: 20190404100214475	**E-Signed :** 04/05/2019 10:32 AM CST *Dean Scannell* By: dscannel@allegisgroup.com IP: 216.152.103.26 Sertifi Electronic Signature DocID: 20190404100214475
Name: **Rick Ralston**	Name: **Dean Scannell**
Title: **CEO**	**Category Manager** Title:
Date: **04/05/2019**	Effective Date: **04/05/2019**