## **Exhibit B: Data Processing Addendum**

Pursuant to the {{name\_of\_agreement}} dated {{date\_of\_agreement}} ("Agreement") between NortonLifeLock Inc. and its affiliates ("NortonLifeLock"), and {{third\_party}} ("Vendor") (each a "Party"; collectively the "Parties"), and in furtherance of each Party's obligations under the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time ("CCPA"), and any other applicable data protection legislation in the United States, the Parties hereby adopt this Data Processing Addendum ("Addendum"), which will remain in effect for so long as Vendor maintains Personal Information (as defined below) on behalf of NortonLifeLock. This Addendum prevails over any conflicting terms of the Agreement.

## 1. **Definitions**. For the purposes of this Addendum--

- 1.1. The capitalized terms used in this Addendum and not otherwise defined in this Addendum shall have the definitions set forth in the CCPA, or in the applicable data protection legislation in the United States.
- 1.2. "Services" means the services or products provided by Vendor pursuant to the Agreement.

# 2. Roles and Scope.

- 2.1. This Addendum applies only to the Collection, retention, use, disclosure, and Sale of Personal Information provided by NortonLifeLock to, or which is Collected on behalf of NortonLifeLock by, Vendor to provide Services to NortonLifeLock pursuant to the Agreement or to perform a Business Purpose ("NortonLifeLock Personal Information").
- 2.2. The Parties acknowledge and agree that NortonLifeLock is a Business and appoints Vendor as a Service Provider to process NortonLifeLock Personal Information at NortonLifeLock's direction.

## 3. Restrictions on Processing.

3.1. Except as otherwise permitted by the CCPA or any other applicable data protection legislation in the United States, Vendor is prohibited from (i) retaining, using, or disclosing NortonLifeLock Personal Information for any purpose other than for the specific purpose of performing the Services specified in the Agreement for NortonLifeLock, as set out in this Addendum; (ii) retaining, using, or disclosing NortonLifeLock Personal Information outside of the direct business relationship between Vendor and NortonLifeLock; and (iii) selling NortonLifeLock Personal Information.

#### 4. Consumer Rights.

- 4.1. Vendor shall provide commercially reasonable assistance to NortonLifeLock for the fulfillment of NortonLifeLock's obligations to respond to CCPA or other Consumer rights requests regarding NortonLifeLock Personal Information.
- 4.2. Upon direction by NortonLifeLock, and in any event no later than 30 days after receipt of a request from NortonLifeLock, Vendor shall promptly delete NortonLifeLock Personal Information as directed by NortonLifeLock.
- 4.3. Vendor shall not be required to delete any NortonLifeLock Personal Information to comply with a Consumer's request directed by NortonLifeLock if it is necessary to maintain such information in accordance with the CCPA or other applicable data protection legislation, in which case Vendor shall promptly inform NortonLifeLock of the exceptions relied upon to retain NortonLifeLock Personal Information. Vendor shall not use NortonLifeLock Personal Information retained for any other purpose than provided for by that exception.

### 5. Deidentified Information.

5.1. In the event that any Party shares Deidentified Information with another Party, the receiving Party warrants that it: (i) has implemented technical safeguards that prohibit reidentification of the Consumer to whom the information may pertain; (ii) has implemented business processes that specifically prohibit reidentification of the information; (iii) has implemented business processes to prevent inadvertent release of Deidentified Information; and (iv) will make no attempt to reidentify the information.

## 6. Security

- 6.1. Vendor hereby represents and warrants that it will protect NortonLifeLock Personal Information from unauthorized access, destruction, use, modification, or disclosure ("Security Incident") and preserve the security and confidentiality of NortonLifeLock Personal Information in accordance with the CCPA, or any other applicable data protection legislation in the United States.
- 6.2. Vendor shall provide written responses (on a confidential basis) to all reasonable requests for information made by NortonLifeLock, including responses to information security and audit questionnaires, that are necessary to confirm Vendor's compliance with the CCPA or any other applicable data protection legislation, and this Addendum.
- 6.3. Upon becoming aware of an actual or reasonably suspected Security Incident, Vendor shall notify NortonLifeLock without undue delay and shall provide timely updates and information relating to the Security Incident as it becomes known or as is reasonably requested by NortonLifeLock. Such information will include the nature of the Security Incident, the categories and number of

Consumers affected, the categories and amount of NortonLifeLock Personal Information affected, the likely consequences of the Security Incident, and the measures taken or proposed to be taken to address the Security Incident and mitigate possible adverse effects.

# 7. Sale of Information.

7.1. The Parties acknowledge and agree that the exchange of Personal Information between the Parties does not form part of any monetary or other valuable consideration exchanged between the Parties with respect to the Agreement or this Addendum.

NortonLifeLock, Inc.	Vendor
Name:	Name:
Title:	Title:
Address:	Address:
Signature:	Signature:
Date:	Date: