Bright Horizons Family Solutions: DATA PROTECTION TERMS

The Data Protection Terms ("DP Terms") cover information security and privacy requirements applicable to the Services and are incorporated into the Agreement. The DP Terms supersede any prior agreement between the parties relating to information security and privacy. Unless otherwise provided expressly in the DP Terms or defined in Applicable Privacy Laws, terms used in these DP Terms shall have the meanings ascribed to them in the Agreement. If there is a conflict between the terms and conditions of the Agreement and the DP Terms, the DP Terms shall prevail.

Section A – Role of the Parties

1. The parties acknowledge and agree that depending upon the Services:

    1.1. Bright Horizons may Process some Personal Information as a Processor on behalf of the Client. If applicable, details of the Client Personal Information Processed are outlined in Annex C.
    1.2. Bright Horizons may Process Personal Information as an independent Controller. If applicable, details of the Bright Horizons' Personal Information Processed are outlined in its Global Consumer Privacy Notice at https://www.brighthorizons.com/Privacy.
    1.3. When Bright Horizons shares Bright Horizons Personal Information with the Client, it does so as an independent Controller to Controller.

Section B – General Terms

2. In relation to Personal Information, each party shall (and shall require any parties it authorises to Process Personal Information to) comply with Applicable Privacy Laws and render such assistance as the other party may reasonably request in order to comply with Applicable Privacy Laws.

3. Each party shall, in respect of any person it authorises to Process Personal Information, ensure such person has passed appropriate background screening and is either subject to an executed written contract to keep Personal Information confidential or a legal obligation to confidentiality.

4. Any information provided by a party to fulfil an obligation under the DP Terms shall be treated as confidential information of that party and treated as such by the receiving party.

5. Subject to clause 6, in respect of Personal Information received by (or on behalf of) a party from (or on behalf of) the other party, the receiving party agrees:
    5.1. not to Sell such Personal Information; and
    5.2. not to Process such Personal Information other than as reasonably necessary and proportionate for the purposes of:
        5.2.1. fulfilling its obligations under the Agreement, or
        5.2.2. receiving the benefits under the Agreement, or
        5.2.3. managing or administering the Services.

6. If Applicable Law requires a party to Process Personal Information received from the other party, that party shall inform the other party of the legal requirement before Processing, giving the other party an opportunity to object or challenge the requirement, unless that law prohibits sharing such information.

7. The parties certify that they understand and will comply with the restrictions and prohibitions under clauses 5 and 6.

Section C – Bright Horizons Processing Client Personal Information

8. Processing instructions. Bright Horizons shall Process Client Personal Information only:
   8.1. as reasonably necessary and proportionate to deliver the Services and/or fulfil its obligations under the Agreement;
   8.2. to comply with other written instructions provided by or on behalf of the Client where such instructions are consistent with the terms of the Agreement or as agreed by both parties in writing; or
   8.3. as required by an Applicable Law to which Bright Horizons is subject. Bright Horizons shall inform the Client of that legal requirement before processing, giving the Client an opportunity to object or challenge the requirement, unless that law prohibits sharing such information.

9. Retention of Client Personal Information.
   9.1. Bright Horizons may retain copies of Client Personal Information to establish, exercise or defend legal claims or perform audits.
   9.2. Subject to clause 9.1, at Client's written request, Bright Horizons shall cease Processing the Client Personal Information by deleting or returning it (including any copies) at the end of the Agreement unless Applicable Laws requires retention of it.
   9.3. The DPA shall continue to apply during any retention periods.

10. Requests and Complaints.
    10.1. In relation to Client Personal Information, without undue delay and in any event within three (3) business days (or such shorter period as is reasonably required for Client to comply with its obligations under Applicable Privacy Laws) Bright Horizons shall notify the Client of:
       10.1.1. requests from Individuals exercising their rights governed by Applicable Privacy Laws; and
       10.1.2. complaints, investigations or notices of non-compliance of Applicable Privacy Laws from an Individual or government authority.
    10.2. Bright Horizons shall promptly provide all reasonable assistance requested by the Client to enable the Client to respond to requests, complaints, investigations or notifications received under this clause.

11. Audit. Bright Horizons shall make available to the Client all information reasonably necessary to demonstrate compliance with its Processor obligations under Section C of the DP Terms and allow for and contribute to audits as reasonably necessary. Any audits under this clause shall be subject to the relevant clauses of Annex A hereto. Bright Horizons shall inform the Client if in its opinion, an instruction infringes on Applicable Privacy Laws.

12. Sub-processors.
    12.1. Subject to clause 12.2 to 12.4, the Client acknowledges and agrees that Bright Horizons may retain as necessary Bright Horizons' Affiliates located in the United Kingdom and United States as Sub-processors and Bright Horizons and/or Bright Horizons' Affiliates may engage third-party Sub-processors.
    12.2. Bright Horizons shall ensure that Sub-processors take all information security and privacy measures required under Applicable Privacy Laws and the DP Terms.
    12.3. If any Sub-processor fails to comply with Applicable Privacy Laws and / or applicable obligations under the DP Terms, Bright Horizons shall remain liable to the Client for the performance of that Sub-processor's obligations.
    12.4. In respect of Client Personal Information which originates in the European Economic Area and / or the United Kingdom:

12.4.1. Bright Horizons' current list of Sub-processors is at https://www.brighthorizons.com/privacy-security/sub-processors. In order to receive notifications of additional/alternative Sub-processors, the Client must subscribe at https://go.brighthorizons.com/information-security-and-privacy-notifications;

12.4.2. If the Client subscribes, unless a Sub-processor is an Emergency Replacement, Bright Horizons will provide Client with advance written notice of changes, providing sufficient information about the Sub-processor to enable the Client to determine whether it objects to the change;

12.4.3. For Emergency Replacements, Bright Horizons shall notify the Client as soon as practicable;

12.4.4. If the Client objects within fifteen (15) business days of receipt of the notice, the parties shall work together in good faith to resolve the objection. If the parties cannot reach an agreement, for reasonable objections based on information security/privacy grounds that are appropriate to the Processing risks, the Client may require Bright Horizons to cease the affected Processing.

13. Third Country Transfers.
   13.1. Bright Horizons makes available the transfer mechanisms identified in Annex B.
   13.2. In the event that the validity or adequacy of the transfer mechanism identified in Annex B ceases to be recognized as providing adequate protection, Bright Horizons shall comply with an alternative transfer mechanism that provides adequate protection and the parties shall update Annex B.

Section D - Information Security

14. Annex A details Bright Horizons' current Information Security Programme. For the duration of the Processing, Bright Horizons shall maintain Security Measures which are at least as protective as those outlined in Annex A.

Section E- Updates to the DP Terms

15. In order to receive notifications of updates to the DP Terms, the Client must subscribe at https://go.brighthorizons.com/information-security-and-privacy-notifications. If the Client objects within fifteen (15) business days of receipt of the notice, the parties shall work together in good faith to resolve the objection. If the update is required in order for Bright Horizons to comply with Applicable Privacy Laws and the parties cannot reach an agreement, Bright Horizons reserves the right to terminate the Agreement, relevant Services or the affected Processing. If the Client does not object within fifteen (15) days the updates shall automatically go into effect.

Section F - Definitions

16. Unless otherwise provided expressly in this clause or the DP Terms (including the Annexes), terms used in the DP Terms shall bear the meanings ascribed to them in the Agreement:
   16.1. **Affiliate:** means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
   16.2. **Applicable Privacy Laws:** means as applicable to Personal Information, Applicable Laws protecting the fundamental rights and freedoms of individuals' privacy;
   16.3. **Applicable Laws:** means the legislation, national implementing laws, regulations and secondary legislation (including, where applicable, statutes, decisions, guidelines, guidance notes, codes of practice, codes of conduct and data protection certification mechanisms issued by courts and other applicable authorities), as amended or replaced from time to time and as applicable to a party to the Agreement;
   16.4. **Authorised Affiliates:** means any of Client's Affiliate(s) which is permitted to use the Services pursuant to the Agreement but is not defined as "Client" under the DP Terms;

16.5. **Bright Horizons:** means the Bright Horizons Affiliate which is party to the Agreement;

16.6. **Bright Horizons Personal Information:** means Personal Information which Bright Horizons acts as the Controller under the Agreement;

16.7. **Client:** means the entity which entered into the Agreement and, for the purposes of these DP Terms only, and except where indicated otherwise, the term "Client" shall include Client and Authorised Affiliates;

16.8. **Client Personal Information:** means Personal Information which Bright Horizons acts as Processor on behalf of the Client as identified in Annex C;

16.9. **Controller:** means the entity which determines the purposes and means of the Processing of the Personal Information or as defined under Applicable Privacy Laws.

16.10. **Emergency Replacement**: means when Bright Horizons requires a sudden replacement of a Sub-processor to continue providing Services;

16.11. **Individual:** means a natural person whose Personal Information is being Processed under the Agreement;

16.12. **Personal Information**: means any information relating to an identified or identifiable natural person an identifiable natural person is one who can be identified, directly or indirectly or as the jurisdiction or circumstances permit, any other personally identifiable information in each instance which is received, stored or otherwise processed under the Agreement or in connection with the Services;

16.13. **Processing:** means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, and "process" and "processed" shall be interpreted accordingly;

16.14. **Processor:** means any natural or legal person which Processes Personal Information on behalf of another entity or as defined under Applicable Privacy Laws;

16.15. **SCCs:** means the Controller to Processor standard contractual clauses for the transfer of personal data from the Controller in the European Economic Area or United Kingdom to the Processor in third countries that are approved by the European Commission;

16.16. **Security Incident:** means a breach of security leading to any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information;

16.17. **Security Measures:** means as defined in Annex A;

16.18. **Sell:** disclosing or otherwise communicating or making available to another entity Personal Information for monetary or other valuable consideration or as defined under Applicable Privacy Laws;

16.19. **Sub-processor:** means another Processor engaged by Bright Horizons to Process Client Personal Information on its behalf; and

16.20. **Third Country Transfer:** means the transfer of Client Personal Information that originates in the European Economic Area and / or the United Kingdom to outside of the applicable jurisdiction.

ANNEX A: BRIGHT HORIZONS INFORMATION SECURITY PROGRAM

1. <u>Security Measures.</u>
    1.1. Bright Horizons shall implement appropriate administrative, technical, physical, organizational and operational safeguards and other security measures designed to (i) ensure a level of security appropriate to the risk presented by the Processing of Personal Information; (ii) protect against any anticipated threats or hazards to the security, availability, confidentiality and integrity of Personal Information; and (iii) protect against Security Incidents ("Security Measures").
    1.2. The Security Measures shall comply with all Applicable Privacy Laws and take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Individuals, including as appropriate (i) the pseudonymisation and encryption of Personal Information; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (iii) the ability to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.
    1.3. Bright Horizons shall supervise and/or train as appropriate any parties it authorises to Process Personal Information, to the extent necessary to maintain appropriate privacy, confidentiality and security of Personal Information.

2. <u>PCI Compliance.</u> To the extent Bright Horizons Processes payment account information or cardholder data, it shall perform the services in compliance with the payment card industry data security standard ("PCIDSS") and any subsequent versions, updates or modifications thereto, and hereby acknowledges its responsibility for the security of any cardholder data (as such term is defined in the PCIDSS) that it Processes in connection with the Services.

3. <u>Disaster Recovery Plan.</u> Bright Horizons warrants and represents that it has and shall maintain an appropriate disaster recovery, business continuity and contingency plan and related policies and procedures (collectively, the "*DR Plan*"). The DR Plan shall provide for continued operation in the event of a catastrophic event affecting Bright Horizons' business operations and shall be in accordance with internationally accepted business continuity, contingency and disaster recovery planning standards, procedures and practices. Bright Horizons shall furnish a summary of its DR Plan to Client in writing upon request.

4. <u>Information Security and Privacy Audit.</u>
    4.1. Upon Client's written request (but not more than annually unless there is a Security Incident), Bright Horizons shall (and as relevant require its Sub-processors to) participate in Client's information security and privacy audit.
    4.2. As part of this audit Bright Horizons shall:
        4.2.1. provide accurate and timely responses to an information security and privacy questionnaire with supporting evidence as reasonably requested;
        4.2.2. facilitate and allow Client to perform an onsite assessment at its relevant premise(s) provided that any such onsite assessment shall: (a) be no longer than one (1) business day; (b) be within normal business hours; (c) not disrupt Bright Horizons' business; (d) not infringe on Bright Horizons' obligations under Applicable Privacy Laws or contract; and (e) have the scope agreed by both parties in advance (with agreement not to be unreasonably withheld or delayed by either party).
    4.3. Client shall promptly notify Bright Horizons of any non-compliance discovered during the audit.

4.4. Client or its designees agree not to perform any vulnerability and penetration testing, phishing or social engineering attacks on Bright Horizons' or any of its Affiliates' or Processors or Sub-Processors hardware, software, facilities and personnel.

5. <u>Security Incident.</u>
   5.1. In the event of any Bright Horizons' Security Incident involving Personal Information, Bright Horizons shall:
      5.1.1. promptly take all reasonably necessary and appropriate investigative and corrective actions to remedy the underlying causes and mitigate the impact of the Security Incident; and
      5.1.2. where Security Incident requires notification to Individuals and / or a government authority under Applicable Privacy Laws, if the Client has subscribed to receive notifications at https://go.brighthorizons.com/information-security-and-privacy-notifications notify the Client in writing at the provided email address without undue delay.
   5.2. In the event of any Bright Horizons' Security Incident involving Client Personal Information, in addition to clause 5.1, Bright Horizons shall:
      5.2.1. if the Client has subscribed to receive notifications at https://go.brighthorizons.com/information-security-and-privacy-notifications notify the Client in writing at the provided email address within two (2) business days or such shorter period as is reasonably required in order for the Client to comply with its obligations under Applicable Privacy Laws;
      5.2.2. provide timely updates to the Client on its investigation;
      5.2.3. cooperate as reasonably requested with the Client's investigation into the Security Incident; and
      5.2.4. if permitted by Applicable Law, make no notice of the Security Incident to any other third party without the written permission and direction of the Client.

   5.3. Any notices to the Client required under clause 5.1 and 5.2 shall summarize in reasonable detail the nature and impact of the Security Incident.

   5.4. If required by Applicable Privacy Laws, Bright Horizons shall notify the Security Incident to the competent supervisory authority and / or affected Individual(s). Bright Horizons shall be responsible for the costs and expenses associated with the performance of its obligations described in this clause 5.4, unless the Security Incident is caused by the acts or omissions of Client.

ANNEX B: TRANSFER MECHANISMS FOR CLIENT PERSONAL INFORMATION

1. The SCCs executed by Bright Horizons Family Solutions LLC are available here: https://www.brighthorizons.com/privacy-security and are incorporated herein.

2. Client's signature on the Agreement shall be deemed the execution and acceptance of the SCCs under clause 1 by the Client (and to the extent required under Applicable Privacy Laws, in the name of and on behalf of its Authorised Affiliates).

3. For the purpose of the SCCs under clause 1:
    3.1. the Client or its Authorised Affiliate shall be deemed the "data exporter" and Bright Horizons Family Solutions LLC shall be the "data importer";
    3.2. the applicable Annex(es) C of the DP Terms shall be deemed Appendix 1;
    3.3. Annex A of the DP Terms shall be deemed Appendix 2;
    3.4. the governing law for clauses 9 and 11(3) shall be deemed the law of the Member State (or the UK if applicable) of the "data exporter";
    3.5. for the avoidance of doubt, the illustrative indemnification clause is not incorporated;
    3.6. the DP Terms and Agreement (and instructions in accordance therewith) are Client's documented instructions to the data importer for Processing of the Client Personal Information; and
    3.7. Client acknowledges and expressly agrees that:
        3.7.1. Bright Horizons and Bright Horizons' Affiliates shall engage Sub-processors in accordance with clause 12 of the DP Terms;
        3.7.2. copies of the Sub-processor agreements that must be provided by under clause 5(j) may have all information unrelated to the SCCs redacted and will be provided only upon written request by Client;
        3.7.3. the audits described in clause 5(f) and clause 12(2) shall be exercised in accordance with clause 11 of the DP Terms.
        3.7.4. the deletion of Client Personal Information required under clause 12(1) shall be completed in accordance with clause 9 of the DP Terms; and
        3.7.5. the certification of deletion of Client Personal Information under clause 12(1) shall be provided only upon the Client's written request.

4. In the event of any conflict or inconsistency between the DP Terms and any of its Annexes and the SCCs under clause 1, the SCCs shall prevail.

5. Applicable Sub-processors and their locations are detailed at https://www.brighthorizons.com/privacy-security/sub-processors. If necessary in order to ensure that any Third Country Transfer to any Sub-processor which is not a Bright Horizons Affiliate is compliant with Applicable Privacy Laws, Client signature of the DP Terms on page 1 shall be deemed to constitute a mandate for Bright Horizons to enter into such Controller to Processor SCCs between the relevant Bright Horizons' Affiliate and a Sub-processor for and on behalf of the Client (or its Authorised Affiliate).

6. Where the transfer to Bright Horizons, a Bright Horizons Affiliate or a Subprocessor constitutes an onward transfer of Client Personal Information already exported from the EEA and / or the UK as applicable, Bright Horizons hereby represents and warrants that it (or the applicable Bright Horizons Affiliate) has in place with the Bright Horizons Affiliate and / or Sub-processor an enforceable and written contractual agreement which includes the obligations outlined in the SCCs and flows them down to the Bright Horizons Affiliate / Sub-processor to the extent that they are relevant for the activities delegated to the Sub-processor.

7. If and when the draft Commission implementing decision (Ref. Ares(2020)6654686 - 12/11/2020) on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council is finalised and implemented (and / or a comparable decision is implemented by a competent authority in the United Kingdom), Bright Horizons will publish updated SCCs at https://www.brighthorizons.com/privacy-security and provide notice of the update to the Client if the Client has registered for Bright Horizons' notifications at https://go.brighthorizons.com/information-security-and-privacy-notifications. To the extent necessary to ensure any Third Country Transfer remains compliant with Applicable Privacy Laws, the parties agree that such updated Standard Contractual Clauses shall become executed between Client and Bright Horizons Family Solutions LLC following expiry of 30 days from the date of such notice.

Version: Bright Horizons DP Terms February 2021

ANNEX C1: ELIGIBILITY FILE (IF PROVIDED BY / ON BEHALF OF CLIENT)

Subject matter of Processing:	Eligibility and registration information of Eligible Employees within any Eligibility File sent by the Client.
Nature of Processing:	Receipt/use/storage of the Eligibility File as is necessary to comply with the Agreement.
Purpose(s) of Processing:	• To confirm person registering for the Services is the Eligibile Employee. • To ensure Eligible Employees are aware of the benefits they are entitled to including sending communications to Eligible Employees such as but not limited to emails, texts, and newsletters. • To create reporting and analytics information that inform Bright Horizons and the Client of registration for and use of the Services, as well as for quality improvement of Services (including as necessary anonymization of such Personal Information for these purposes). • Back up, analysis, auditing and accounting activities as necessary to deliver, administer, maintain or improve the Services. • Any other purpose outlined in the Agreement.
Duration of Processing:	For the term of the Agreement and thereafter retained in an identifiable format only as necessary to satisfy the above purposes or as required in order for either party to comply with its legal and regulatory obligations.
Types of Personal Information:	Employee Name, Work Email address, Employee ID and / or other identifiers as provided by the Client and as necessary to confirm eligibility as instructed by the Client; demographic information to support reporting analysis which may include special category personal data if provided by the Client within the Eligibility File.
Categories of Individuals:	Employees and other authorized individuals of the Client.

ANNEX C2: PARENTAL LEAVE TOOLKIT

Subject matter of Processing:	Line manager use of applications to manage Eligible Employees (Application Interaction Data as defined below).
Nature of Processing:	Collection and storage of, and access to and sharing of, the Application Interaction Data (as defined below) as is necessary to provide the Services and comply with the Agreement.
Purpose(s) of Processing:	• To provide the PLTM Services to the Client. • To create reporting and analytics information that inform Bright Horizons and the Client of registration for and use of the Services, as well as for quality improvement of Services (including as necessary anonymization of such Personal Information for these purposes). • Back up, analysis, auditing and accounting activities as necessary to deliver, administer, maintain or improve the Services.
Duration of Processing:	For the term of the Agreement and thereafter retained in an identifiable format only as necessary to satisfy the above purposes or as required in order for either party to comply with its legal and regulatory obligations.
Types of Personal Information:	Credential and interaction information for line management use of applications to manage Eligible Employees including manager's name, work email address, data in respect of access / use of the application, data uploaded to the manager version of the app in relation to the Eligible Employee by the manager to manage leave plans, such as leave date, due date, return date etc ("Application Interaction Data").
Categories of Individuals:	Employees and other authorized individuals of the Client.

ANNEX C3: EDASSIST SERVICES

Subject matter of Processing:	Provision of EdAssist Services to the Client's Eligible Employees.
Nature of Processing:	Collection, processing and storage of such Personal Information directly from the Eligible Employee as is necessary to provide the Services and comply with the Agreement.
Purpose(s) of Processing:	• To provide the Services. • To create reporting and analytics information that inform Bright Horizons and the Client of registration for and use of the Services, as well as for quality improvement of Services (including as necessary anonymization of such Personal Information for these purposes). • Back up, analysis, auditing and accounting activities as necessary to deliver, administer, maintain or improve the Services.
Duration of Processing:	For the term of the Agreement and thereafter retained in an identifiable format only as necessary to satisfy the above purposes or as required in order for either party to comply with its legal and regulatory obligations.
Types of Personal Information:	Name Phone number Email address Employee ID # Educational Records (Transcripts) Payment Information Government Identifiers
Categories of Individuals:	Employees and other authorized individuals of the Client.

If you wish to execute these DP Terms as a stand-alone Data Processing Agreement ("DPA"):

Please follow the instructions for "*How do clients incorporate the DP Terms into their existing client agreement with Bright Horizons?*" which are detailed here:

https://www.brighthorizons.com/privacy-security/faqs

The parties hereby execute this DPA as an addendum to the executed agreement between Bright Horizons and the Client for the Services ("Agreement").

The effective date of the DPA shall be the date of execution by the Client in accordance herewith.

All terms and conditions of the Agreement shall remain in full force and effect subject only to any variations effected by the DPA.

BRIGHT HORIZONS   **CLIENT**

Signature: Signature:

DocuSigned by:

John Casagrande

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By: John Casagrande   By:
Title: General Counsel   Title:
Date: March 4, 2021   Date: