EXHIBIT
Data Protection Addendum

1. **DEFINITIONS**. The below terms shall have the following definitions in this Addendum. Any capitalized terms used in this Addendum but not defined herein shall have the meaning given in the Services Agreement. To the extent such terms are defined by Applicable Data Privacy And Protection Laws, the definitions as found in Applicable Data Privacy And Protection Laws shall control:

   A. "Applicable Data Privacy And Protection Laws" means all U.S. federal and state privacy, data protection and data security laws and regulations, as may be amended from time to time, that are applicable to the data Processed, collected, received, accessed, transmitted, disclosed or stored by CorVel under the Services Agreement.

   B. "Authorized Employees" means CorVel's employees who have a need to know or otherwise access Personal Information to enable CorVel to perform its obligations under the Services Agreement.

   C. "Authorized Persons" means (i) Authorized Employees and (ii) CorVel's contractors, Subprocessors, agents, outsourcers and auditors who have a need to know or are otherwise required to access Personal Information in order to enable CorVel to perform its obligations under the Services Agreement.

   D. "Customer Data" means any data disclosed by Customer, or a third-party acting on Customer's behalf, to CorVel, or collected by CorVel or its Authorized Persons on Customer's behalf, under the Services Agreement. "Customer Data" shall include Customer Personal Information and Customer Confidential Information.

   E. "Data Subject" means the identified or identifiable natural person to whom Personal Information relates.

   F. "Data Subject Request" means valid exercises of a Data Subjects' rights, such as to obtain, transfer, correct, delete, limit or control the Processing or use of Personal Information, as provided by Applicable Data Privacy And Protection Laws.

   G. "Documented Instruction(s)" means any written communication authorized by Customer and provided to CorVel in order to instruct CorVel regarding (i) CorVel's Processing of Personal Information, (ii) CorVel's handling of a Data Subject Request or (iii) any notifications or disclosures relating to a Security Incident.

   H. "Personal Information" means "personal data," "personal information," "personally identifiable information," "protected health information," "nonpublic information," "personal financial information," or similar such term, each as defined by Applicable Data Privacy And Protection Laws, solely relating to CorVel's collection, use, sharing, storage, transmission, and/or disclosure of data pursuant to the Services Agreement. "Personal Information" shall be limited to that data provided by Customer to CorVel for Processing, or collected by CorVel or its Authorized Persons on behalf of Customer, pursuant to the Services Agreement.

   I. "Processing, Processes, or Process" means obtaining, recording, or holding Personal Information, or carrying out any operation or set of operations on Personal Information including, but not limited to, organizing, amending, retrieving, using, disclosing, erasing, or destroying Personal Information.

J. "Security Incident" means any confirmed act or omission that compromises the security of a CorVel system that stores Customer Personal Information or the physical or technical safeguards put in place by CorVel that relate to the protection of Customer Personal Information. The term "Security Incident" shall include any "security incident", "data breach" or "security breach", or other similar such term, impacting Customer Personal Information in the custody of CorVel that requires notification to Customer under Applicable Data Privacy And Protection Laws.

K. "Subprocessor" means any other entity engaged by CorVel to assist CorVel in Processing Personal Information to provide the Services to Customer.

L. The terms "Business Purpose," "Processor," "Sale," "Service Provider," "Share", "Targeted Advertising" and "Cross-Context Behavioral Advertising" shall have the same meaning as in Applicable Data Privacy And Protection Laws, and their cognate terms shall be construed accordingly.

2. **COMPLIANCE WITH APPLICABLE DATA PRIVACY AND PROTECTION LAWS**.

A. CorVel Compliance:

a. All Personal Information that is provided by Customer to CorVel, or that is otherwise collected or maintained by CorVel or its Authorized Persons on Customer's behalf, pursuant to the Services Agreement shall be considered Customer's Personal Information. Customer shall have and retain all right, title and interest in the Personal Information and CorVel shall have no rights with respect thereto, other than as specifically contemplated by the Services Agreement and this Addendum.

b. To the extent applicable, Customer is disclosing Personal Information to CorVel, and CorVel is collecting Personal Information on behalf of Customer, only for provision of Services and Business Purposes. CorVel agrees that it is Customer's Service Provider and Processor.

c. To the extent prohibited by Applicable Data Privacy And Protection Laws, CorVel certifies that it will not:

i. Sell, Share or use for Targeted Advertising or Cross-Context Behavioral Advertising Customer Personal Information;

ii. retain, use, or disclose Customer Personal Information for any purpose other than the performance of Services unless permitted by Applicable Data Privacy And Protection Laws;

iii. retain, use, or disclose Customer Personal Information outside of the direct business relationship between CorVel and Customer; and

iv. combine Customer Personal Information that CorVel receives from, or collects on behalf of, Customer with Personal Information that CorVel receives from, or on behalf of, another person or persons, or collects from its own interaction with the Data Subject unless CorVel is acting in both (i) furtherance of a Business Purpose and (ii) in compliance with Applicable Data Privacy And Protection Laws.

d. CorVel shall notify Customer if CorVel makes a determination that CorVel can no longer meet its obligations as required by Applicable Data Privacy And Protection Laws with regards to Personal Information and, in the event of such determination, Customer shall

have the right to take reasonable and appropriate steps to stop and remediate unauthorized use of the affected Personal Information.

e. Customer shall have the right to take reasonable and appropriate steps, as provided in Section 6 of this Addendum, to ensure that CorVel is using Customer Personal Information in a manner consistent with Applicable Data Privacy And Protection Laws and this Addendum.

f. CorVel shall cooperate with Customer with regards to Data Subject Requests as provided in Section 7.

g. Customer is hereby notified that CorVel will engage its own service providers and contractors to assist CorVel in the processing of Customer Personal Information as provided in Section 4.

B. Customer Compliance; Representations and Warranties.

a. Customer represents and warrants that all Customer Data provided to CorVel for Processing has been collected and provided to CorVel for Processing pursuant to the Services Agreement in compliance with Applicable Data Privacy And Protection Laws.

b. With regards to Personal Information that Customer collects from a source other than CorVel or an agent of CorVel, Customer shall provide any notices and collect any consents that are required by Applicable Data Privacy And Protection Laws. These notices and consents shall contain all disclosures necessary to comply with Applicable Data Privacy And Protection Laws for the provision of the Personal Information to CorVel for Processing under the Services Agreement.

C. Assessments. CorVel shall make available to Customer information that is necessary for Customer to fulfil its obligations under Applicable Data Privacy And Protection Laws, including where Customer is obligated under Applicable Data Privacy And Protection Laws to conduct a data privacy or security impact assessment. The Parties agree to cooperate with each other to promptly and effectively handle inquiries, complaints, audits, or claims from any court, governmental officials or supervisory authority(ies).

3. **PROCESSING OF CUSTOMER DATA**.

A. Ownership of Personal Information. Personal Information is deemed to be Confidential Information of Customer.

B. Protection of Personal Information. CorVel shall implement administrative, physical, and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices and that are in compliance with Applicable Data Privacy And Protection Laws. At a minimum, CorVel's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Personal Information stored on any mobile media; (vii) encrypting Personal Information transmitted over public or wireless networks; (viii) logically segregating Personal Information from information of CorVel

or its other Customers; (ix) implementing appropriate personnel security and integrity procedures and practices; and (x) providing appropriate privacy and information security training to CorVel's employees.

C. Data Storage. Customer acknowledges that, as of the effective date of the Services Agreement, CorVel's primary data storage facilities are in the United States. All data of Customer will be processed within the United States and not be subject to worldwide transfers.

D. Deidentification, Aggregation and Anonymization. Notwithstanding the other provisions of the Services Agreement, nothing shall prohibit CorVel and its Authorized Persons from creating or using aggregate, statistical and deidentified data generated or submitted through Customer's use or receipt of Services, provided that such data is (i) not individually identifiable to any individual person, (ii) not Personal Information and (iii) otherwise qualifies as deidentified or aggregated under Applicable Data Privacy And Protection Laws.

E. Enhancement Of Services. In order to facilitate the provision of Services to Customer under the terms of this Agreement, CorVel and its Authorized Persons may use Customer Data to the enhanced Services being provided to Customer, including by applying technologies and by developing and enhancing the efficiencies and means by which CorVel provides those same Services to Customer, so long as such use is in furtherance of a Business Purpose, including operational purposes. For avoidance of doubt, CorVel will not use Customer Data for its own commercial purpose or outside the scope of Services being provided to Customer.

F. Return and Deletion of Customer Data. Upon termination or expiration of the Services Agreement and upon Customer's request, CorVel will promptly return Customer Data (excluding CorVel system logs) in its possession, in an electronic format and media to be reasonably agreed upon by the Parties, and, within a mutually agreed upon time frame, not to exceed 60 (sixty) calendar days of Customer's request. If Customer requests deletion of Customer Data, CorVel shall delete Customer Data within a commercially reasonable timeframe following termination or expiration of the Services Agreement. However, CorVel may retain one copy of Customer Data as may be required by applicable laws or for audit purposes.

4. **AUTHORIZED PERSONS**.

A. Subprocessors. Customer acknowledges that CorVel may engage Subprocessors. CorVel agrees that such engagement shall be pursuant to a written agreement that complies with Applicable Data Privacy And Protection Laws and that provides a materially similar level of protection as required by applicable provisions of this Addendum. CorVel will ensure that any Authorized Persons applies appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information.

B. Authorized Employees. During the term of each Authorized Employee's employment by CorVel, CorVel shall at all times cause Authorized Employees to abide strictly by CorVel's obligations under this Addendum and CorVel's standard policies and procedures.

5. SECURITY INCIDENT PROCEDURES.

A. Security Incident Plan. CorVel agrees to implement and maintain a security incident plan covering how CorVel will detect and respond to Security Incidents and how CorVel will notify Customer of any confirmed Security Incident. CorVel further agrees to provide Customer with the name and contact information for an employee of CorVel who shall serve as Customer's

primary contact and shall be available to assist Customer as a contact in resolving obligations associated with a Security Incident.

B. Notification. CorVel shall notify Customer of a Security Incident within seventy-two (72) hours of CorVel confirming that a Security Incident has occurred.

C. Investigation. CorVel shall use industry standard efforts to remedy any Security Incident and shall act in compliance with Applicable Data Privacy And Protection Laws. Promptly following CorVel's notification to Customer of a Security Incident, the Parties shall coordinate with each other to investigate the Security Incident. CorVel agrees to reasonably cooperate with Customer in Customer's handling of the matter and make available to Customer sufficient materials for Customer to comply with Applicable Data Privacy And Protection Laws. This provision shall not be construed as expanding Customer's audit rights under the Contractor this Addendum. Notwithstanding the foregoing, CorVel shall have no obligation to disclose or make available any confidential or proprietary information of CorVel which is not directly related to the Services performed under this Agreement or which constitutes the confidential information of any third parties and shall have the right to redact or provide summary level reports to protect the confidentiality and security of other customers and third parties.

D. Remediation. CorVel shall provide assistance with any obligation of Customer under Applicable Data Privacy and Protection Laws, as reasonably requested, to make notifications to the affected Data Subjects, regulatory authorities, or the public, regarding the Security Incident. CorVel shall not make any statement or notification to any Data Subjects who are the subject of the affected Personal Information or any supervisory authority regarding the Security Incident without the prior written approval of Customer. Nothing in this Section shall be construed to prevent CorVel from making notifications and disclosures (i) to an Authorized Person who is necessary for the mitigation, investigation or remediation of a Security Incident, (ii) as required by an applicable contract with such third-party (including CorVel's insurer or other customers), or (iii) as required by Applicable Data Privacy and Protection Laws, provided that CorVel shall not disclose the identity of Customer or that Customer Personal Information has been affected by the Security Incident unless required by Applicable Data Privacy and Protection Laws. CorVel shall have no liability or responsibility arising from CorVel's compliance with Customer's Documented Instructions, including with regards to notifying impacted Data Subjects, supervisory authorities or Customer's customers of a Security Incident.

6. **CUSTOMER RIGHTS AND RESPONSIBILITIES**.

A. Customer Direction. Customer agrees that CorVel and its Authorized Persons will be acting at the direction of and on behalf of Customer with regards to the Processing of Personal Information to provide the Services pursuant to the Services Agreement.

B. Customer Audit Rights. During the Term of the Services Agreement, CorVel shall keep accurate records relevant to the security controls and policies in place to protect Personal Information. Upon Customer's reasonable written request, no more than twice per calendar year, CorVel agrees to provide Customer with a copy of the results of CorVel's most recent internal SSAE18 (SOC 2) audit reports, which results shall be CorVel's Confidential Information. In addition, upon Customer's written request, no more than once per calendar year, CorVel shall make available summaries of security policies, security testing and security related audits via a secure video conferencing services or, in Customer's discretion, via a questionnaire submitted to CorVel by Customer, in order to demonstrate CorVel's compliance with this Addendum. Such reports, results and summaries will be considered Confidential Information of CorVel. Notwithstanding anything to the contrary herein or in the Services Agreement, in no event shall Customer be permitted to direct audit or testing of CorVel's information technology systems or an on-site of

CorVel's facilities other than in direct relation to claim files related to the provision of Services under the Services Agreement.

C. Customer Responsibility for Data. Unless required by Applicable Data Privacy And Protection Laws, CorVel shall not be required to verify information supplied to it by Customer, nor shall CorVel have the responsibility to verify, inquire, or investigate as to whether Customer has the right to utilize the Customer Personal Information provided to CorVel under this Agreement. Customer agrees that it has the responsibility for the accuracy, quality, completeness, and appropriateness of Personal Information that Customer, or for any third party acting on behalf of Customer, provides to CorVel. CorVel reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove any or all Personal Information, in CorVel's sole discretion, from any content provided to CorVel by Customer.

7. **COOPERATION WITH DATA SUBJECT REQUESTS AND INQUIRIES**.

A. Data Subject Requests. Customer will, as soon as practicable after receiving a verified Data Subject Request regarding Personal Information Processed by CorVel, advise CorVel of the Data Subject Request. Customer will advise CorVel of the jurisdiction, controlling law, and response requirements for the Data Subject in the form of Documented Instructions. CorVel agrees to cooperate with Customer to comply with Data Subject Requests. CorVel will implement appropriate technical and organizational measures for the fulfilment of Customer's data privacy and protection regulatory obligations under Applicable Data Privacy And Protection Laws relating to Data Subject Requests. CorVel agrees to respond to Customer within thirty (30) calendar days or the time prescribed by Applicable Data Privacy And Protection Laws, whichever is shorter, in response to Customer's Documented Instructions relating to the handling of a Data Subject Request.

B. Notification Of Direct Receipt. CorVel agrees to notify Customer of CorVel's direct receipt of Data Subject Requests as soon as practicable, but in all cases within ten (10) business days of receipt. Customer and CorVel will coordinate a course of action regarding the handling of such requests. Unless otherwise agreed by the Parties or as provided in a Documented Instruction, CorVel shall not take any action following its direct receipt of Data Subject Request other than to (i) confirm receipt of the Data Subject Request to the requesting individual and (ii) inform the Data Subject that the Data Subject should submit the request directly to Customer using the following contact information:

ENTER CUSTOMER NAME
ADDRESS_____
_____
ATTN: _____

C. Record Keeping. CorVel also agrees to maintain records of Data Subject Requests for at least twenty-four (24) months, or as required under Applicable Data Privacy And Protection Laws, whichever period is longer. Further, CorVel will reasonably cooperate with any audit or inquiry by any regulatory body with the authority to conduct such an audit or inquiry, and will reasonably assist Customer at Customer's expense in cooperation with any such audit or inquiry.

8. **SCOPE OF PROCESSING**.

A. Non-U.S. Data. The Parties agree that Customer Data is not contemplated to include data subject to the data privacy and protection laws of non-U.S. countries, including, but not limited to "personal data" as defined under the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) Article 4 or the special categories of personal data as set forth in GDPR Article 9

("Non-US Personal Information"). Customer shall have the sole responsibility to determine the laws applicable Customer Data, including whether Customer Data includes any Non-US Personal Information. Customer (or third parties on behalf of Customer) is further prohibited from transmitting Non-US Personal Information to CorVel. Notwithstanding anything else in the Agreement, CorVel shall have no obligation to process Non-US Personal Information it and may immediately destroy or return to Customer any Non-US Personal Information without penalty, responsibility or liability. CorVel shall have no responsibility to pre-screen Customer Data for compliance with this Section.

B. Protected Health Information. The Parties agree that Customer Data is not contemplated to include "protected health information" as defined under Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 160.103 ("Protected Health Information"). Customer shall immediately notify CorVel in the event that Customer Data is determined to contain Protected Health Information and the Parties agree to evaluate the applicability and implementation of a Business Associate Agreement and execute the same, if necessary and mutually agreeable, as an addendum to the Agreement. Notwithstanding anything else in the Agreement or this Addendum, CorVel shall have no obligation to process Protected Health Information and may immediately destroy or return to Customer any Protected Health Information without penalty, responsibility or liability. CorVel shall have no responsibility to pre-screen Customer Data for compliance with this Section.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION.

A. Indemnification. Except as modified by this Section 9, the indemnification obligations of CorVel and Customer shall be those set out in the Services Agreement. However, notwithstanding anything in the Agreement, CorVel shall have no obligation to defend, hold harmless and indemnify Customer against losses, liabilities, claims, or causes of action relating to or arising from acts or omissions by CorVel that were undertaken at the express direction of Customer.

B. Limit of liability. Nothing in this Addendum shall be construed to extend CorVel's liability under the Services Agreement beyond the liability contemplated bythe Contract's Limitation of Liability Provision..

C. Defense and Indemnity of CorVel. Customer shall defend, hold harmless and indemnify CorVel against any and all claims and/or regulatory actions relating to, arising from, or based on breaches of Customer's obligations in this Addendum or allegations of:

i. defects in Personal Information collection and attendant disclosures or consents by Customer, including Customer exceeding the scope of consent or disclosure;

ii. provision of Personal information to CorVel for Processing pursuant to the terms and disclosures of the Services Agreement and this Addendum in violation of any law or regulation, including Applicable Data Privacy and Protection Laws;

iii. acts or omissions by CorVel that were undertaken at the express direction of Customer, including defects in Customer's Documented Instructions;

iv. failures of Customer to provide opt-out or Data Subject Request features required by Applicable Data Privacy and Protection Laws;

v. decisions by Customer to not inform a regulator or Data Subject of a Security Incident; or

vi. decisions by Customer relating to CorVel's or Customer's response or handling of a Data Subject Request.

10. APPLICATION OF SERVICES AGREEMENT TERMS. To the extent of conflict between the terms of the Services Agreement and the terms of this Addendum, the terms of the Contract shall control. All other terms and conditions of the Services Agreement shall remain in full force and effect.

11. **DISPUTE RESOLUTION**. Unless prohibited by Applicable Data Privacy And Protection Laws, the Parties agree that any disputes under this Addendum will be governed by the Dispute Resolution provision of the Services Agreement.

CHANGES IN LAW. To the extent required, the Parties will undertake to reasonably re-negotiate this Addendum to reflect changes made to a Party's obligations under Applicable Data Privacy And Protection Laws. The Parties acknowledge that substantial changes to a Party's obligations may be subject to changes in fees for the Services or alteration in the manner and means by which CorVel performs the Services.