ADDENDUM TO AGREEMENT

DATA SERVICES, USE, AND PROCESSING (U.S.)

This Data Services, Use, and Processing Addendum (U.S.) (this "**Addendum**") is incorporated by reference and is made a part of the Agreement between the Parties. All terms included in this Addendum shall be in addition to, and not in replacement of, those terms set forth in the Agreement. In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control. All capitalized terms not defined in this Addendum shall be read to have the meaning given to those terms in the Agreement.

1. **DATA DEFINITIONS**

   A. "**Client**" means the client as set out in the signature block of the relevant Order.

   B. "**Client Data**" means Data provided by the Client.

   C. "**Client Personal Data**" means any Personal Data that Quad receives in providing Work to a Client pursuant to an Order.

   D. "**Controller**" means the natural or legal person that alone or jointly with others determines the purposes and means of Processing Personal Data, and includes the term "Business" as defined by the California Privacy Rights Act of 2020, Cal. Civ. Code §§ 1798.100 et seq. ("**CPRA**").

   E. "**Data**" means information in digital form that can be transmitted or processed.

   F. "**Data Subject**" or any similar term used in any U.S. Data Privacy Laws, such as "Consumer," has the meaning set forth in the applicable U.S. Data Privacy Law.

   G. "**Job Metadata**" means data that is generated by Quad and is related to the type or category of work or to facilitate production of a job, including without limitation such information as title code, job number, date produced, date mailed, brand or publication, campaign or issue, version of the pieces, business-to-business, or direct-to-consumer.

   H. "**PCI Data**" means any data subject to protection under Payment Card Industry Data Security Standards, including "cardholder data" (including the primary account number, cardholder name, expiration date, and service code) and "sensitive authentication data" (including full track data, card verification code, and PINs/PIN blocks) as such terms are defined by such standards.

   I. "**Personal Data**" or any similar term used in any U.S. Data Privacy Laws, such as "Personal Information" as that term is used in the CPRA, means any information relating to an identified or identifiable natural person; an identifiable person is one who can be defined, directly or indirectly, for example by reference to a user identification such as a name, an identification number, geo-location data, an online user identification, or by reference to one or more factors specific to the Data Subject's physical, physiological, genetic, mental, economic, cultural, or social identity. For purposes of this Addendum, Personal Data does not include Job Metadata.

   J. "**Process or Processing**" means any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

K. "**Processor**" means a natural or legal person, which processes Personal Data on behalf of the Controller, and includes the term "Service Provider" as defined by the CPRA.

L. "**Quad Proprietary Dataset**" means any dataset of and about individuals owned and controlled by Quad.

M. "**Sensitive Data**" means any data of a highly sensitive nature that is regulated under U.S. Data Privacy Laws, which may include "sensitive personal information" as defined by the CPRA.

N. "**Security Incident**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Client Personal Data transmitted, stored or otherwise processed by Quad.

O. "**Sub-processor**" means an entity (including any Quad affiliate) engaged by Quad who undertakes to receive Client Personal Data intended for Processing.

P. "**U.S. Data Privacy Law**" means any applicable U.S. privacy law or U.S. state privacy statutes and regulations relating to the protection of Personal Data, whether in existence as of the Effective Date or promulgated thereafter, as amended or superseded, including the CPRA (as will be operative beginning January 1, 2023 and all regulations issued thereunder, including provisions included in, and currently operative under, the California Consumer Privacy Act of 2018); Virginia Consumer Data Protection Act of 2021, Va. Code Ann. §§ 59.1-571 et seq. ("**VCDPA**"), as will be operative beginning January 1, 2023; Colorado Privacy Act of 2021, C.R.S. §§ 6-1-1301 et seq. ("**CPA**"), as will be operative beginning July 1, 2023; Connecticut's Act Concerning Personal Data Privacy and Online Monitoring, Public Act No. 22-15 ("**CTDPA**"), as will be operative beginning July 1, 2023; and Utah Consumer Privacy Act of 2021, Utah Code Ann. §§ 13-61-101 et seq. ("**UCPA**"), as will be operative beginning December 31, 2023.

2. PROCESSING

A. <u>Scope of Processing</u>. Client, acting as Controller, may provide Quad with general or specific instructions regarding the data Processing provided as part of the Work. Instructions must be issued in writing or via e-mail. Quad will Process Client Personal Data in accordance with the documented instructions received from the Client as Controller. Quad agrees to process the Client Personal Data only for the limited purpose of providing Services under the Agreement, except as described in <u>Section 7</u> of this Addendum.

B. <u>Confidential Treatment</u>. Quad agrees to treat Client Personal Data as Confidential Information.

C. <u>Prohibitions</u>. Quad shall not, except as specified in <u>Section 7</u> of this Addendum, (i) sell any Client Personal Data received or obtained in connection with performing the Services under the Agreement or share such Client Personal Data for cross-contextual behavioral advertising, (ii) retain, use, or disclose the Client Personal Data for any purpose other than for the specific purpose of performing the Services in connection with its obligations under the Agreement, including for a commercial purpose, or (iii) retain, use, or disclose any Client Personal Data outside of the direct business relationship between Client and Quad. For the avoidance of doubt, this paragraph does not apply to Job Metadata.

D. <u>Commingling of Data</u>. Quad will not combine any Client Personal Data received or obtained in connection with performing the Services under the Agreement with Personal Data from other third parties that it may otherwise receive, obtain, or collect, except as may be required or reasonably necessary to perform the Work under any Order, as specified in <u>Section 7</u> of this Addendum, or unless as otherwise permitted by U.S. Data Privacy Law.

E. <u>Return and Destruction</u>. Quad will delete and destroy all Client Personal Data (including copies thereof) within a reasonable time after providing the Work.

3. TECHNICAL AND ORGANIZATIONAL SAFEGUARDS

Quad will protect Client Personal Data against a Security Incident in accordance with U.S. Data Privacy Law. Further, Quad will have and maintain policies and procedures reasonably designed to detect and respond to Security Incidents. These policies and procedures will be aligned with the scope and type of Client Personal Data received, and include physical, technical/electronic, and administrative/procedural safeguards that are designed to reasonably detect and respond to Security Incidents.

4. COMPLIANCE WITH LAW

A. <u>Compliance with Laws</u>. Quad will comply with its obligations under all applicable U.S. Data Privacy Laws. Quad will provide the same level of privacy protection to any Client Personal Data as provided, and required, under U.S. Data Privacy Laws.

B. <u>Client Audit Rights</u>. Client may take reasonable and appropriate steps to ensure that Quad uses Client Personal Data received or obtained in connection with performing the Services under the Agreement in a manner consistent with Client's obligations under U.S. Data Privacy Laws and this Addendum.

C. <u>Potential Violations</u>. Quad will notify Client if it determines that it can no longer comply with applicable obligations under U.S. Data Privacy Law with respect to Client Personal Data received or obtained in connection with performing the Services under the Agreement. Upon receiving such notice or other notice of Quad's non-compliance with U.S. Data Privacy Law, Client may take reasonable and appropriate steps to stop and remediate any unauthorized use of Client Personal Data received or obtained in connection with performing the Services under the Agreement.

D. <u>Notice of Requests</u>. Quad will notify Client in the event it receives any request, complaint, or communication relating to Client's obligations under U.S. Data Privacy Law (including from a government or other regulatory authority). To the extent permitted by applicable law and as applicable, Quad (acting as a Processor for Client) will obtain specific written consent and instructions from Client prior to responding to such request, complaint, or communication. To the extent Quad receives a request from a third party public authority including a law enforcement agency or government agency for disclosure of the Client Personal Data, Quad will, without undue delay, notify Client of such request unless otherwise legally prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). Such notification will set out: (i) the scope of the request; (ii) the reason for the request; and (iii) the form of the disclosure requested, in so far as Quad is able to describe such aspects.

E. <u>Data Subject Requests</u>. Quad will reasonably cooperate with Client to enable it to: (i) respond to requests for exercising Data Subjects' rights under U.S. Data Privacy Law; and (ii) comply with requests from a government or other regulatory authorities, including but not limited to in the event of an investigation. All costs of such cooperation will be borne by Client as the Controller.

5. SUB-PROCESSSORS

In the event Quad engages a Sub-processor to Process Client Personal Data, Quad will require such Sub-processor to comply with the obligations applicable to Quad under this Addendum. Upon written request, Quad will provide Client with a list of Sub-processors.

6. CLIENT OBLIGATIONS

A. <u>Compliance with Laws</u>. Client will comply with its obligations under all applicable U.S. Data Privacy Laws.

B. <u>Client Instructions</u>. Client will only provide instructions to Quad that comply with applicable law, and Client represents and warrants that the Processing of Client Personal Data in accordance with Client's instructions must not cause Quad to be in breach of any applicable laws.

C. <u>Collection and Transfer</u>. Client has collected all Client Personal Data and transferred that Client Personal Data to Quad in accordance with its own policies, all necessary or required privacy notices, and in accordance with all applicable laws.

D. <u>Minimum Data Requirements</u>. Client will only provide Quad with the minimum necessary Client Personal Data that is required for Quad to perform the Work.

E. <u>Sensitive Data</u>. Client will specifically identify any Sensitive Data in writing prior to transferring that Sensitive Data to Quad so that Quad may use the appropriate operational platforms and protocols structured to comply with applicable U.S. Data Privacy Laws. Notwithstanding the foregoing, Client will not provide PCI Data to Quad.

F. <u>Notice of Requests</u>. Client will notify Quad in the event it receives any request, complaint, or communication relating to Quad's obligations under U.S. Data Privacy Law (including from a government or other regulatory authority). To the extent permitted by applicable law and as applicable, Client will obtain specific written consent and instructions from Quad prior to responding to such request, complaint, or communication. To the extent Client receives a request from a third party public authority including a law enforcement agency or government agency related to Quad, Client will, without undue delay, notify Quad of such request unless otherwise legally prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). Such notification will set out: (i) the scope of the request; (ii) the reason for the request; and (iii) the form of the disclosure requested, in so far as Client is able to describe such aspects.

G. <u>Access to Quad's Systems</u>. To the extent that Client is provided access to Quad's systems, Client will comply with Quad's information security policies, as will be communicated to Client upon and/or after grant of access to such systems.

7. QUAD USE OF JOB METADATA

A. <u>Job Metadata Processing</u>. The Parties acknowledge and agree that Quad:

   i. is authorized to use Client Personal Data for the limited purpose of matching individuals associated with a job (e.g., individuals that are included in mailing lists) with existing information about those individuals that have been separately obtained in the Quad Proprietary Dataset and to append the associated Job Metadata to the existing information about those individuals in the Quad Proprietary Dataset;

   ii. shall not otherwise collect, use, retain or further disclose Client Personal Data other than in connection with its obligations under the Agreement; and

   iii. is not providing Client with any monetary or other valuable consideration in connection with its use of Client Personal Data as contemplated under this Section.

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B. Use of Quad Data. For the avoidance of doubt, Quad is authorized to retain, use and further disclose Job Metadata for the purpose of analytics, to test, develop, and create new product and service offerings, or for other business or commercial purposes.

8. **SECURITY INCIDENTS**

A. Notice of Security Incident. In the event of a Security Incident affecting Client Personal Data, Quad will: (i) notify Client about the Security Incident without undue delay after becoming aware of the Security Incident, and as part of the notification provide a description of the Security Incident including to the extent possible the nature of the Security Incident, the categories and approximate number of Data Subjects affected, and the categories and approximate number of data records affected; (ii) promptly begin a full investigation into the circumstances surrounding the Security Incident; and (iii) take such actions as may be necessary or reasonably expected to minimize the effects of the Security Incident and to prevent a reoccurrence of the Security Incident.

B. Cooperation. The Parties will cooperate with each other with respect to the investigation of, response to, and remediation of, any such Security Incident, and will share all applicable information (except to the extent prohibited by applicable law) to the other with respect to the Security Incident. Each Party will use all reasonable efforts in good faith to mitigate any reputational and brand damage to the other affected Party and any loss or damage that may arise from the Security Incident.

C. Confidential Treatment. Any Security Incident and all information, analyses, and conclusions resulting from the investigation into the Security Incident will be considered Confidential Information of Quad.

D. Remediation. Quad will be responsible for reasonable documented out-of-pocket costs for the following remediation to the extent that Quad's failure to comply with its obligations under this Addendum results in a Security Incident, provided that, such remediation is required to comply with applicable U.S. Data Privacy Law, subject to the limitations set forth in the Agreement, and the Security Incident is not caused, in whole or part, by Client or as a result of Client's breach of this Addendum:

  i. fines, fees, and costs incurred as a result of any Security Incident;

  ii. preparing and providing notice of any Security Incident to government bodies, data protection authorities, or supervisory authorities;

  iii. preparing and providing notices to Data Subjects affected by the Security Incident; and

  iv. any other remediation, or correction activities that are required by U.S. Data Privacy Laws to be provided to the affected Data Subjects in connection with the Security Incident.

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