

G-Cloud Call-off Terms and Conditions

These G-Cloud Call-off Terms and Conditions, referred to as "**FSA**" below and in associated documents, effective as of [DATE] (the "**Effective Date**"), is by and between [CLIENT NAME] ("**Client**"), and Alight Solutions Europe Limited T/A Strada (a limited liability company registered in England No. 10612354) having its registered office c/o Corporation Service Company (UK) Limited, 5 Churchill Place, 10th Floor, London, E14 5HU ("**Strada**" and, together with Client, each a "**Party**" and collectively the "**Parties**"). In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Contractual Framework. This FSA is a framework arrangement that sets forth terms for each Order Form (as defined below). This FSA does not establish any rights, obligations or liabilities unless, and only to the extent that, the terms of this FSA are incorporated into an Order Form, in which case such terms shall only be binding upon the parties to such Order Form. An Order Form may be entered into by the parties to this FSA or any of their respective affiliates, and all references to "Strada", "Client" and "Party(ies)" in this FSA shall refer to the applicable entities that entered into such Order Form for purposes thereof. All references in this FSA to the "**Agreement**" shall refer to the Order Form inclusive of the terms of this FSA incorporated therein. Each Agreement is a separate and severable agreement between the applicable Parties thereto and each such Party shall be solely responsible for its obligations thereunder.

Section 2. Overview.

2.1. Order Forms. The services that Strada will provide to Client (the "**Services**") will be described in one or more statements of work or other written ordering documents (each, an "**Order Form**"). To be effective, each Order Form must reference this FSA and be duly executed by an authorized representative of each Party. If there is a conflict between a term in this FSA and a term in any Order Form, the term in this FSA shall control unless otherwise expressly provided in such Order Form.

2.2. Change Orders. Each Party may request changes in the Services. If the Parties agree to proceed with a change, a written change order (a "**Change Order**") describing the change (including the impact of the change on scope and fees) shall be prepared by Strada and submitted to Client for review. Each Party is responsible for its own costs associated with developing a Change Order unless otherwise mutually agreed. To be effective, each Change Order must be identified as such and be duly executed (or otherwise approved via another mutually agreed method) by an authorized representative of each Party. Each Change Order shall be deemed an amendment to the Agreement.

2.3. Client Directions. Strada may receive other directions from Client that may be relied upon in providing the Services (e.g., interpretations of laws, policies, procedures and plans). If Strada reasonably requests any such direction, Client shall use reasonable efforts to provide such direction in a timely manner.

2.4. Client Affiliates. Client may make the Services available to its affiliates that have not entered into a separate Order Form with Strada. Any use of the Services by any such affiliate shall be deemed use of the Services by Client and subject to all of the terms and conditions of the Agreement. Client shall cause any such affiliate to comply with all of Client's obligations under the Agreement. Client shall be responsible for any such affiliate's acts or omissions to the same extent as if such acts or omissions were by Client.

Section 3. Warranties Strada represents and warrants to Client that (a) it shall provide the Services in a professional and workmanlike manner, (b) the Services shall conform in all material respects with the specifications for such Services set forth in the applicable Order Form and any applicable mutually agreed business requirements document, (c) its personnel shall have the skill and qualifications reasonably necessary to perform their respective duties with respect to the Services and (d) it shall be responsible for payment of all salaries and social security, unemployment and other taxes related to its personnel. In the event of any failure of the Services to comply with such warranties, Strada shall, upon Client's written request, correct such failure at its own expense to the extent such correction is reasonably necessary and practical under the circumstances. **Except as otherwise expressly provided in the applicable Order Form, the Services are provided "as is" and Strada does not make, and hereby disclaims, any and all other warranties (express, implied or otherwise) with respect to the Services.**

Section 4. Compensation.

4.1. Fees and Expenses. The fees and expenses payable in connection with the Services provided under the Agreement, together with the terms under which such fees and expenses will be invoiced, paid and adjusted, shall be set forth in the applicable Order Form, and Client shall pay such fees and expenses to Strada in accordance therewith.

4.2. Taxes. The fees payable in connection with the Services do not include, and Client shall (unless Client provides Strada with a valid tax exemption) be responsible for and pay, all sales, use, excise and other taxes relating to Client's receipt of the Services; provided that Client shall not be responsible for or pay any taxes relating to Strada's income, capital, gross receipts, employees or real or personal property.

Section 5. Term and Termination.

5.1. Term; Effect of Termination. The term of this FSA shall begin on the Effective Date and shall continue until terminated by either Party upon notice to the other Party. The termination of this FSA shall not result in the termination of the applicable Order Form. The term of the Agreement shall be set forth in the applicable Order Form. The termination of the applicable Order Form shall not result in the termination of this FSA or any other Order Form. The rights and obligations of the Parties which, by their nature, should survive termination or expiration of the Agreement, shall survive such termination or expiration.

5.2. Termination for Convenience. The Agreement may be terminated for convenience as provided in the applicable Order Form.

5.3. Termination for Cause. Each Party may terminate the Agreement for cause if the other Party materially breaches the terms of the Agreement and such breach is not cured within 30 days after the non-breaching Party delivered notice of such breach to the breaching Party. If a breach cannot reasonably be cured within such cure period and the breaching party promptly commences diligent efforts to cure such breach, then such cure period shall continue as long as such diligent efforts to cure continue.

Section 6. Client Obligations. Client shall (a) provide or otherwise make available to Strada all data in Client's control (including data held by any Client vendor or other representative on Client's behalf) necessary for Strada to perform the Services, (b) obtain any licenses, authorizations, consents and approvals required for Strada to use or otherwise access any data or other materials provided or otherwise made available to Strada by or on behalf of Client or any employee or other person that is an end user of the Services ("**Service Users**") and (c) provide Strada with reasonable advance notice of any known event or circumstance that may impact the Services (e.g., modifications of Client policies, procedures and plans). Client shall be responsible for the accuracy and appropriateness of any data or other materials provided or otherwise made available to Strada by or on behalf of Client.

Section 7. Confidentiality.

7.1. Confidential Information. For purposes hereof, "**Confidential Information**" means all information, irrespective of the form thereof, disclosed by or on behalf of either Party (as applicable, the "**Disclosing Party**") to the other Party (as applicable, the "**Receiving Party**") or its Representatives (as defined below) in connection with the subject matter hereof that is marked confidential or which otherwise would be understood by a reasonable person in the position of the Receiving Party to be confidential in nature, including any such information regarding the Disclosing Party's services, products, systems, software, marketing, pricing, operations, financial results, plans, strategies, trade secrets, know-how, methods and intellectual property and its relationship with employees, prospects, customers, suppliers and other third parties, as well as the terms of the Agreement; provided, however, that, except for personal data (which shall at all times be treated as confidential), "**Confidential Information**" shall not include any information that (a) is or becomes generally available to the public other than as a result of a disclosure thereof by the Receiving Party or its Representatives in violation hereof, (b) was or becomes available to the Receiving Party from a source (other than the Disclosing Party or its Representatives) that, to the Receiving Party's knowledge, was not prohibited from disclosing such information pursuant to a contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or (c) is or was independently developed by the Receiving Party or its Representatives without the use of any information that would otherwise be Confidential Information hereunder.

7.2. Restrictions. The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than to exercise its rights or perform its obligations hereunder. The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose any of the Disclosing Party's Confidential Information to any unrelated third party other than the Receiving Party's affiliates and its and their directors, officers, employees, independent contractors, advisors, subcontractors, vendors, agents or other representatives (collectively, "**Representatives**") who, in each case, (a) reasonably require access to such Confidential Information to assist the Receiving Party to exercise its rights or perform its obligations under the Agreement and (b) have a contractual, legal, professional or fiduciary obligation of confidentiality to the Receiving Party that is consistent in all material respects with the Receiving Party's obligations of confidentiality to the Disclosing Party hereunder. The Receiving Party shall be responsible for any use or disclosure of the Disclosing Party's Confidential Information by any of its Representatives (in their capacity as such) to the extent such use or disclosure, if by the Receiving Party, would not be permitted hereunder.

7.3. Required Disclosure. Notwithstanding the foregoing, if the Receiving Party or any of its Representatives is requested or required to disclose any of the Disclosing Party's Confidential Information by law or legal process, then (a) the Receiving Party shall (if permitted by law) promptly notify the Disclosing Party and reasonably cooperate with the Disclosing Party (at the Disclosing Party's expense) in its efforts to obtain an appropriate protective order or other remedy and (b) if such protective order or other remedy is not obtained, the Receiving Party or its Representative (as applicable) may disclose that portion of the Confidential Information which is legally required to be disclosed and shall use commercially reasonable efforts to obtain reasonable assurances that confidential treatment, if available, will be accorded such Confidential Information. Notwithstanding the foregoing, the Receiving Party and its Representatives shall be permitted to disclose any Confidential Information without the consent of or notice to the Disclosing Party and without otherwise complying with the terms of this Section in connection with any ordinary course examination by a regulator, self-regulatory organization or similar supervisory authority, provided that such examination is not specifically directed at the Disclosing Party.

7.4. Obligations on Termination. Subject to any other obligations herein with respect to the return or retention of information, following termination of the Agreement, the Receiving Party shall, and shall require its Representatives to, destroy all Confidential Information in the possession, or under the control, of the Receiving Party or its Representatives in connection with the Agreement; provided, however, that the Receiving Party and its Representatives shall be entitled to retain copies of Confidential Information to the extent necessary to comply with applicable law or published professional obligations or for litigation or bona fide records retention purposes, in each case, to the extent permitted by law.

7.5. Injunctive Relief. In addition to any other remedy to which it may be entitled, the Disclosing Party shall be entitled to seek an injunction or other equitable remedy to prevent or enjoin breaches of this Section 7 (Confidentiality) by the Receiving Party or any of its Representatives.

Section 8. Proprietary Rights.

8.1. Client Data. As between the Parties, all right, title and interest, including all intellectual property rights, in and to all information and other materials provided or otherwise made available to Strada by or on behalf of Client or any Service User in connection herewith shall be owned by Client ("**Client Data**"). Client hereby grants Strada a non-exclusive, royalty-free right to use Client Data for the purpose of performing the Services and otherwise complying with any of its obligations or asserting any of its rights under this Agreement or any Order Form. Strada may use anonymized Client Data in compliance with applicable law.

8.2. Deliverables. Client shall own (a) all reports and records developed by or on behalf of Strada exclusively for Client in performing the Services except for any intellectual property rights of Strada or its Representatives therein (e.g., trademarks and templates), (b) any configurations of, and integrations to/from, a third party cloud-based software platform utilized by Client (e.g., Workday or SAP) that are specific to, and created and delivered exclusively for Client by Strada under an Order Form, and (c) any other deliverables identified in an Order Form as owned by Client (collectively, "**Deliverables**").

8.3. Strada IP. As between the Parties, all right, title and interest, including all intellectual property rights, in all trade names, trade secrets, know-how, methods, software, information and other materials) provided or otherwise made available to Client or the Service Users by or on behalf of Strada, except for any Client Data incorporated therein or any Deliverable, shall be owned by Strada ("**Strada IP**"). Strada hereby grants Client a non-exclusive, royalty-free right to use Strada IP to the extent necessary to enable Client to make reasonable use of the Services for its own internal business

purposes; provided that Client shall not create derivative works based on, sell, license, transfer or otherwise grant rights to, reverse engineer or otherwise attempt to obtain source code in, or take any action that may interfere with any of Strada's rights in or to, any Strada IP. For the avoidance of doubt, Client's right to use any Strada IP made available to Client or the Service Users by or on behalf of Strada in connection with the Services shall end upon the termination of such Services, provided that, to the extent such Strada IP is embedded in a Deliverable, Client's right to use such Strada IP shall be perpetual.

8.4. Reservation of Rights. The Agreement does not grant or otherwise give either Party any right, title or interest in or to any of the other Party's intellectual property or other proprietary rights (including any such rights developed or acquired under or in connection with the Agreement), except as expressly provided herein.

Section 9. Compliance with Law. Each Party shall comply in all material respects with the laws applicable to its business, operations and employment of its personnel. As between the Parties, Client shall be responsible for (a) preparing, adopting and maintaining all documents establishing Client policies, procedures and plans and ensuring that such Client documents comply with applicable law, (b) interpreting and complying with such documents and all laws applicable to Client and (c) supervising the activities of Client's vendors and other representatives (other than Strada). Client is responsible for ensuring that its own use of any data reported in connection with the Services complies with all applicable laws. To the extent applicable in connection with the Services, it is Strada's expectation that Client will provide Strada with data that, if processed for payment, would result in a payment permitted under applicable law (including OFAC). Strada does not provide legal or tax advice.

Section 10. Data Protection.

10.1. Data Security and Privacy. The Parties shall comply with the terms and conditions of the Data Protection Agreement attached hereto (the "DPA"). If Client directs Strada to provide Client Data or other information to any Client vendor or other representative (other than Strada), Client shall be responsible for the acts and omissions of such vendor or other representative with respect thereto. If Client requires Strada to establish single sign-on integration with Client's or any of its third party vendors' systems, Strada will not be responsible for any authentication by Client or any such third party.

10.2. Business Continuity. Strada shall maintain a business continuity and disaster recovery program based on generally accepted industry practices designed to reduce the effects of a significant disruption in Strada's operations. A summary of such program is in the DPA.

10.3. Record Retention. Strada shall maintain records relating to the Services provided, and the fees payable under, the Agreement in accordance with Strada's generally accepted accounting and business practices, as may be more specifically described in the applicable Order Form. Client shall retain duplicate copies of any Client Data it provides or otherwise makes available to Strada.

Section 11. Remedies and Liability.

11.1. Indemnification. Each Party (as applicable, the "Indemnifying Party") shall indemnify the other Party and its affiliates (as applicable, each an "Indemnified Party") against any and all losses, damages, liabilities and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred by such Indemnified Party in connection with third party claims to the extent such Losses are a result of (a) any bodily injury (including death) or damage to real or tangible personal property caused by any negligent or more culpable act or omission (including willful misconduct) of the Indemnifying Party or any of its Representatives in connection with the subject matter of the Agreement or (b) any infringement of the intellectual property rights of a third party by use of Strada IP (if Strada is the Indemnifying Party) or Client Data (if Client is the Indemnifying Party) as contemplated hereunder. For the avoidance of doubt, no Indemnified Party shall be entitled to indemnification under the Agreement for any Losses to the extent that such Indemnified Party has been otherwise compensated with respect to such Losses (including as a result of re-performance).

11.2. Defense of Third Party Claims. If any third party claim is threatened or otherwise asserted that would reasonably be expected to give rise to a claim for indemnification hereunder, the Indemnified Party shall deliver a reasonably detailed notice thereof to the Indemnifying Party; provided that a failure to provide such notice shall not relieve the Indemnifying Party of any liability hereunder unless, and only to the extent that, the defense of such third party claim is prejudiced by such failure. The Indemnifying Party may elect (but is not obligated) to assume and thereafter conduct the

defense of such third party claim by promptly providing the Indemnified Party with notice to such effect; provided that the Indemnified Party shall have the exclusive right to assume and conduct the defense of any third party claim (a) to the extent such third party claim seeks an injunction or other equitable relief or may give rise to criminal liability, (b) if a material conflict of interest exists between the Indemnified Party and the Indemnifying Party with respect to such third party claim or (c) if the Indemnifying Party fails to vigorously defend such third party claim. If the Indemnifying Party assumes such defense, the Indemnified Party may also participate in such defense with counsel of its choice and at its expense and shall otherwise reasonably cooperate with the Indemnifying Party in such defense. Neither the Indemnified Party nor the Indemnifying Party shall enter into any settlement of, or consent to the entry of any judgment arising from, any such third party claim without the other's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed); provided that the Indemnifying Party shall not be required to obtain the Indemnified Party's consent for any such settlement or judgment that provides for the unconditional release of the Indemnified Party in connection therewith and solely involves the payment of monetary damages (i.e., no injunction or other equitable relief) for which the Indemnified Party will be indemnified hereunder.

11.3. Related Third Party Claims. The Indemnified Parties other than the Parties are not intended third party beneficiaries of the Agreement. Rather, all claims arising from or related to the Agreement shall be made by a Party and each Party shall be indemnified by the other Party against any Losses incurred in connection with any such claim made directly by such other Party's related Indemnified Parties.

11.4. Mitigation. Each Indemnified Party shall use reasonable efforts to mitigate any Losses it incurs in connection with the Agreement and the Parties shall reasonably cooperate to mitigate the effects of any of the events giving rise to such Losses.

11.5. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary herein, each Party's maximum aggregate liability arising from or related to the Agreement shall not in any event exceed an amount equal to the average annual fees paid or payable to Strada in connection with the Agreement (the "General Cap"); provided that such limitation shall not apply to liabilities resulting from a breach by a Party of its obligations under Section 7 (Confidentiality), Section 10.1 (Data Security and Privacy) or the DPA, for which liabilities a Party's maximum aggregate liability shall not in any event exceed an amount equal to the greater of \$500,000 USD and the General Cap (the "Data Cap") (it being understood and agreed that liabilities subject to the General Cap shall not apply toward the Data Cap and vice versa). The limitations in this Section shall apply to any and all liabilities of any nature whatsoever and to all legal theories of recovery (regardless of whether asserted as a direct claim, a third party claim or otherwise); provided that such limitations shall not apply to any liability resulting from (a) any fraudulent, criminal or willful and intentional misconduct by a Party or any of its Representatives, (b) a Party's indemnification obligations under Section 11.1(a) (Bodily Injury and Property Damage), Section 11.1(b) (IP Infringement) and Section 11.3 (Related Third Party Claims), (c) a breach by Client of any of its payment obligations hereunder or (d) any other liability which may not be limited under applicable law. Any Losses incurred by a Party as a result of any third party claim arising from or related to the Agreement that is made by any of the other Party's Representatives (and including in the case of Client any Service User) shall apply toward the General Cap or Data Cap (as applicable).

11.6. CONSEQUENTIAL DAMAGES. Notwithstanding anything to the contrary herein, to the extent permitted by law, in no event shall either Party be liable for any loss of anticipated savings, harm to reputation, impaired goodwill or lost productivity, lost profits or revenue, diminution in value or consequential, indirect, incidental, special, punitive or exemplary damages suffered by the other Party or its Representatives arising from or related to the Agreement, regardless of the applicable legal theory of recovery or the foreseeability thereof (and whether or not such Party was advised of the possibility thereof).

Section 12. Insurance. Strada shall, at its own expense, maintain the following insurance coverages with insurers rated A-VII or better in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies: (a) workers' compensation and related insurance as prescribed by applicable law; (b) employer's liability insurance with limits of \$1,000,000 USD for bodily injury per occurrence; (c) general liability insurance in the amount of \$2,000,000 USD per occurrence and \$4,000,000 USD in the aggregate; and (d) professional / cyber liability insurance in the amount of \$5,000,000 USD in the aggregate. Upon Client's request, Strada shall provide Client with certificates of insurance evidencing such coverages.

Section 13. Dispute Resolution. In the event of any dispute arising from or related to the Agreement, the Parties shall for a period of at least 30 days attempt in good faith to negotiate a resolution thereof, including by escalating the matter to the managers of the persons with direct responsibility for administration of the Agreement; provided that the foregoing shall not limit a Party's right to commence legal proceedings to prevent irreparable harm. All communications in connection therewith shall be treated as compromise and settlement negotiations without prejudice for purposes of applicable rules of evidence.

Section 14. Miscellaneous.

14.1. Entire Agreement. The Agreement, together with any mutually agreed business requirements document and Change Order and the DPA and all exhibits and schedules referenced herein and therein, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14.2. Severability. If any provision of the Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement and such provision as applied to other persons, places or circumstances shall remain in full force and effect and such invalid, void or unenforceable provision shall be enforced to the fullest extent permitted by law.

14.3. Amendment; Waiver. Neither this FSA nor the Agreement may be amended or otherwise modified unless such amendment or modification is set forth in writing, identified as an amendment or modification thereof and duly executed by an authorized representative of each of the applicable Parties. No provision of this FSA or the Agreement may be waived unless such waiver is set forth in writing, identified as a waiver thereof and signed by an authorized representative of the waiving Party. An amendment or waiver of this FSA shall have no effect on any Agreement in effect at the time of such amendment or waiver unless otherwise agreed by each of the applicable Parties. An amendment or waiver of the Agreement shall have no effect on this FSA or any other Agreement. Except as otherwise provided in the Agreement, no failure or delay by a Party in exercising any right under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

14.4. Assignment. A Party may not assign this FSA or the Agreement without the prior written consent of the applicable non-assigning Party and any purported assignment without such consent shall be void and unenforceable; except that a Party may, without obtaining such consent, assign this FSA or the Agreement (as applicable) to any affiliate of such Party or to any person in connection with any sale or other transfer of the business or assets of such Party, provided that the assignee assumes and has the ability to perform the assigning Party's duties and obligations under the Agreement. Notwithstanding the foregoing, Strada may engage affiliates, subcontractors and other third parties to perform a portion of the Services; provided that Strada shall remain responsible for the performance of such Services by such affiliates, subcontractors and other third parties to the same extent as if such Services were performed by Strada.

14.5. No Third Party Beneficiaries. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

14.6. Relationship of the Parties. The relationship between the Parties is that of independent contractors and the Agreement will not establish any agency, partnership, joint venture, fiduciary, franchise or employment relationship between the Parties (or between one Party and the Representatives of the other Party). Neither Party by virtue of the Agreement shall have any right, power or authority, express or implied, to bind the other Party. Except for its express obligations hereunder, the method and manner for performance of the Services shall be under the exclusive control of Strada.

14.7. Force Majeure; Excused Performance. Notwithstanding anything to the contrary herein, neither Party shall be liable for, nor be deemed to be in breach hereof as a result of, any failure to comply with its obligations hereunder (except for any of Client's payment obligations hereunder) to the extent attributable to any act of God, flood, fire, earthquake, hurricane, act of war or other hostility, act of terrorism, governmental action or inaction, civil unrest, national emergency, epidemic, strike or other labor dispute, act or omission by a third party or a third party product or service, power, telecommunication or other service outage or any other cause or circumstance beyond the reasonable control of such Party;

provided that nothing in this Section shall limit or otherwise affect Strada's obligation to execute its business continuity and disaster recovery program. The affected Party shall give the other Party prompt notice of any such event and use commercially reasonable efforts to end and minimize the effects thereof. In addition, notwithstanding anything to the contrary herein, Strada shall not be liable for, nor be deemed to be in breach hereof as a result of, any failure to comply with its obligations hereunder or any other act or omission attributable to (a) any failure by Client to comply with its obligations or perform its assigned tasks hereunder, (b) Strada's reliance upon any Client direction or any information provided or otherwise made available to Strada by or on behalf of Client or any Service User in performing the Services or (c) any act or omission of any Client vendor or other Representative (other than Strada). The Parties shall use commercially reasonable efforts to mitigate the effects of any of the foregoing circumstances.

14.8. Choice of Law. This FSA and the Agreement and any dispute or claim arising out of or in connection therewith or the subject matter or formation thereof (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the jurisdiction in which Strada's principal place of business is located without regard to conflict of law principles that would cause the application of the laws of any other jurisdiction. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this FSA or the Agreement or the subject matter or formation thereof (including non-contractual disputes or claims), in any forum other than such jurisdiction (and any court from which an appeal therefrom may be validly taken) and hereby expressly and irrevocably submits to the exclusive personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

14.9. Counterparts. This FSA and each Order Form may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts shall constitute one and the same instrument. This FSA and each Order Form may be executed and delivered electronically.

14.10. Interpretation. Unless the express context otherwise requires, the words "hereof", "herein", "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement, references to a specific section, exhibit or schedule in this FSA or an Order Form refer to the sections, exhibits or schedules in this FSA or such Order Form (as applicable) unless otherwise expressly provided and the words "include", "including" and words of similar import shall be deemed to be followed by the words "without limitation". Each Change Order and the DPA and all exhibits, schedules and business requirements documents referenced herein or therein are incorporated in and made a part of the Agreement as if set forth in full herein. The captions or headings in the Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of the Agreement.

14.11. Notices. All notices under the Agreement shall be in writing and shall be deemed to have been given on the next business day after it is sent, if sent by overnight courier service (provided delivery is confirmed), or when actually received, if sent by other means, in each case, to the address of the applicable Party listed below or at such other address as shall be specified in the Agreement or by notice delivered in accordance herewith.

Client: [CLIENT ADDRESS]

Strada: [STRADA ADDRESS]

14.12. Publicity. The Parties shall agree upon the content and timing of any press release regarding the subject matter of the Agreement. Notwithstanding anything to the contrary herein, Strada may disclose in its client lists, proposals and other communications the fact that it provides Services to Client so long as no Client Confidential Information is disclosed in connection therewith.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this FSA to be duly executed as of the Effective Date.

[CLIENT NAME]

ALIGHT SOLUTIONS EUROPE LIMITED T/A STRADA

By: _____

Name:

Title:

By: _____

Name:

Title:

DATA PROTECTION AGREEMENT

This Data Protection Agreement (this “**DPA**”), effective as of [DATE] (the “**Effective Date**”), is by and between [CLIENT NAME] (“**Client**”), and Alight Solutions Europe Limited T/A Strada (a limited liability company registered in England No. 10612354) having its registered office c/o Corporation Service Company (UK) Limited, 5 Churchill Place, 10th Floor, London, E14 5HU (“**Strada**” and, together with Client, each a “**Party**” and collectively the “**Parties**”). This DPA is entered into in connection with services to be provided by Strada to Client (“**Services**”) under that certain Framework Services Agreement, effective as of [DATE], by and between the Parties (the “**Services Agreement**”), pursuant to which Strada may be required to process Personal Data (as defined below). In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Services Agreement. Unless the express context otherwise requires, any reference to the Services Agreement includes any order form, statement of work or other ordering document entered into thereunder.

1.1. “Data Protection Laws” means all applicable laws and regulations regarding privacy, security or data protection, including, as applicable, the California Consumer Privacy Act of 2018 (“**CCPA**”), the California Privacy Rights Act of 2020 (“**CPRA**”), the EU General Data Protection Regulation 2016/679 (“**GDPR**”), the Gramm-Leach-Bliley Act (“**GLBA**”), the UK Data Protection Act of 2018 or the New York Department of Financial Services Regulations, as any are amended, repealed or replaced.

1.2. “Data Subject” means, with respect to any Personal Data, the subject of such Personal Data.

1.3. “Personal Data” means any information processed by or on behalf of Strada for Client in connection with the Services Agreement that (a) relates to an identified or identifiable natural person, where an identifiable natural person is one who can be identified, directly or indirectly, from such information alone or in combination with other information processed by or on behalf of Strada, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person or (b) is otherwise protected under the Data Protection Laws.

1.4. “Processing” or “Process(es)” means (a) any operation or set of operations that are performed on Personal Data or on sets of Personal Data, whether or not by automated means, including collection, storage, adaptation or alteration, retrieval, use, disclosure, erasure or destruction, and (b) any other activity involving Personal Data included in the definition of “processing” under Data Protections Laws.

1.5. “Standard Contractual Clauses” or “SCCs” means the standard contractual clauses for the transfer of personal data from the European Union (“**EU**”) or the European Economic Area (“**EEA**”) to third countries annexed to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021, or any successor documents or transfer mechanisms.

1.6. “Subprocessor” means any person (other than an employee), including Strada’s affiliates, appointed by or on behalf of Strada to Process Personal Data on behalf of Client.

1.7. “UK IDTA” means the International Data Transfer Addendum to the SCCs, version B1.0, approved by the United Kingdom (“**UK**”) parliament on 21 March 2022, issued under Section 119A of the Data Protection Act 2018 to comply with Article 46 of the UK GDPR when making restricted transfers, or any successor documents or transfer mechanisms.

Section 2. Processing Personal Data.

2.1. Instructions; Limits on Use. Client hereby appoints and instructs Strada to Process Personal Data for the purpose of performing the Services and otherwise complying with any of its obligations or asserting any of its rights under the Services Agreement and this DPA, complying with applicable law and complying with any other instruction provided by or on behalf of Client (the “**Purpose**”). Strada shall only retain, use, disclose or otherwise Process Personal Data for the Purpose. Client shall ensure that its instructions to Strada comply with Data Protection Laws. Strada shall immediately notify Client if, in its opinion, an instruction provided by or on behalf of Client is in conflict with any Data Protection Law; provided that Strada shall have no responsibility to seek out or discover such conflicts or to otherwise ensure that such conflicts do not exist. In the event Strada notifies Client of any such conflict, Strada may suspend the execution of the applicable instruction

to the extent necessary to avoid such conflict while the Parties cooperate in good faith to resolve such matter in a timely manner.

2.2. Limits on Disclosure. Strada shall not disclose any Personal Data to any third party except as necessary to fulfill the Purpose and otherwise in accordance with this DPA. If Strada or any of its representatives is requested or required to disclose or otherwise Process any Personal Data by law or legal process, then Strada shall (if permitted by law) promptly notify Client and reasonably cooperate (at Client's expense) in Client's efforts to obtain an appropriate protective order or other remedy. Client shall only disclose Personal Data to Strada to the extent requested by Strada or as otherwise necessary for the Purpose.

2.3. Compliance with Data Protection Laws. Each Party shall comply with its obligations under Data Protection Laws. Strada shall provide reasonable assistance to Client with meeting its obligations under Data Protection Laws in relation to the Processing of Personal Data, taking into account the nature of Strada's Processing and the information available to Strada.

2.4. Supervisory Authority Requests. If Client receives a request for information from a competent supervisory authority in relation to Processing of Personal Data by Strada (including details regarding the Purpose), Strada shall provide reasonable assistance to Client in responding to such request to the extent Client does not otherwise have access to such information, and taking into account the nature of the Processing and information available to Strada.

2.5. Data Protection Impact Assessment and Prior Consultation. Strada shall provide reasonable assistance to Client with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, which Client reasonably considers to be required by the Data Protection Laws, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, Strada.

2.6. Data Subject Rights. Strada shall promptly notify Client if it receives any request from a Data Subject asserting rights under Data Protection Laws with respect to their Personal Data. Strada will not respond to any such request except on the written instructions (including email) of Client or as required by Data Protection Laws, in which case Strada shall, to the extent permitted by such Data Protection Laws, inform Client of such requirement prior to such response. Strada will provide Client with reasonable assistance in its efforts to fulfill its obligations to respond to such requests, including by providing access to or information about, deleting or modifying the relevant Personal Data, in each case, to the extent required under and in accordance with Data Protection Laws. If Strada is unable to provide any such assistance for reasons permitted under Data Protection Laws, Strada shall promptly notify Client of such fact and shall provide such assistance promptly after the reasons for not doing so have expired.

2.7. Return and Destruction. Upon written request of Client following termination or expiration of the Services Agreement, Strada shall, and shall require its Subprocessors to, (a) return a complete copy of all Personal Data to Client by secure file transfer in Strada's customary format and (b) delete or render permanently anonymous all other copies of Personal Data. Strada shall comply with any such written request within 20 business days. Strada and its Subprocessors may retain Personal Data as necessary to fulfill the Purpose and comply with applicable law, in which case the terms of this DPA shall continue to apply to such Personal Data for so long as it is retained.

2.8. Recordkeeping. Strada shall keep accurate and up-to-date records regarding any Processing of Personal Data, including (a) records regarding access to and security of the Personal Data, the purposes and categories of Processing the Personal Data and its Subprocessors and (b) any other records as required by Data Protection Laws. This DPA serves as record of processing activities as required under art. 30(2) GDPR.

2.9. Employees. Personal Data shall only be accessed by Strada employees who require such access to assist Strada in connection with the Purpose. Unless otherwise restricted by applicable local laws, Strada requires all new employees be subjected to a comprehensive pre-employment background check in accordance with local laws and customs. Strada requires that agreements that include non-disclosure / confidentiality provisions be signed by all new employees. Strada provides employees with periodic data security and privacy training.

2.10. Subprocessors. Client generally authorizes Strada to appoint Subprocessors to support performance of the Services. Strada will list its Subprocessors at <https://splist.stradaglobal.com/sites/splist/pages/Home.aspx>. This website will allow Client to sign up to receive email notifications of any change in the list of Subprocessors. Solely to the extent necessary to comply with Data Protection Laws, Client shall have the right to object to any change in the list of Subprocessors within 10 business days of such notice; provided that Client may only object on the basis of reasonable concerns that the new or replacement Subprocessor is not capable of providing the level of protection of Personal Data required by this DPA. If Client does not object to the appointment within such period of time, Strada may engage the new or replacement Subprocessor to Process Personal Data. If Client objects to the appointment within such period of time, Strada may choose to (a) not use such Subprocessor or (b) take the corrective steps requested by Client in its objection and use the Subprocessor. Strada shall work with Client in good faith to make available materials evidencing any Subprocessor's ability to provide the level of protection of Personal Data required by this DPA. Strada shall remain responsible for the use, disclosure or other Processing of Personal Data by any of its Subprocessors to the same extent as if such use, disclosure or other Processing was by Strada. Before any Subprocessor Processes Personal Data, Strada will carry out adequate due diligence to determine that such Subprocessor is capable of providing the level of protection of Personal Data required by this DPA. The arrangement between Strada and each Subprocessor will be governed by a written contract that contains requirements that are consistent and no less stringent than those that apply to Strada under this DPA. Strada represents that it maintains a vendor security program that assesses Subprocessors' compliance with such contracts. Upon Client's written request, Strada shall make a summary of Subprocessor data protection terms available to Client (redacted, if necessary, to protect any confidential information).

Section 3. Technical and Organizational Measures. Strada shall implement and maintain appropriate physical, technical, organizational and administrative measures reasonably designed to protect against the unauthorized destruction, loss, access to or alteration of Personal Data, including the measures listed in **Exhibit A** attached hereto and incorporated herein. The measures implemented by Strada to protect Personal Data shall be consistent and no less stringent than what is required under Data Protection Laws. Strada shall implement and maintain written privacy and information security policies consistent with industry standards.

Section 4. Data Security Incident Notification and Response.

4.1. Strada shall notify Client without undue delay and in accordance with the requirements of applicable Data Protection Laws of any confirmed or reasonably suspected breach of security by Strada or any of its Subprocessors leading to the unlawful or unauthorized access, alteration, destruction, disclosure or loss of Personal Data (a "**Data Security Incident**").

4.2. In the event of a Data Security Incident, Strada shall take reasonable and appropriate measures to (a) investigate the impact of such Data Security Incident, (b) identify the root cause of such Data Security Incident, (c) remedy the Data Security Incident and (d) prevent a reoccurrence of such Data Security Incident.

4.3. Strada will provide Client without undue delay information regarding the nature and consequences of the Data Security Incident, to the extent known by Strada, including any such information necessary to allow Client to notify relevant parties in accordance with Data Protection Laws.

Section 5. Audits.

5.1. Client may, at its own expense and upon reasonable advance notice to Strada, audit Strada's books, records and other documents to the extent necessary to verify Strada's compliance with the terms of this DPA; provided that Client may not exercise its audit rights hereunder more than one time in any 12-month period (unless otherwise required by law or in connection with any audit initiated by a governmental entity having jurisdiction over Client). Each such audit shall occur during normal business hours and shall not unreasonably interfere with Strada's normal business operations, and Strada shall not be required to disclose or otherwise provide access to any information the disclosure of which would cause Strada to violate any confidentiality obligation or applicable law. Client may engage a third party to conduct any such audit so long as such third party is not a competitor of Strada and enters into a confidentiality agreement reasonably acceptable to Strada. Client may not connect hardware to Strada networks or install software on Strada systems to perform audits without prior written consent of Strada. Audits under this DPA shall be subject to any additional terms and conditions regarding audits in the Services Agreement.

5.2. Where Strada demonstrates compliance with industry recognized reports or approved code of conduct attestations (such as ISO 27001/22301, AICPA SSAE 18 SOC 1, AICPA SSAE 18 SOC 2 Type 2, or EU Cloud Code of Conduct), Client may only audit areas not encompassed by such reports or attestations.

Section 6. CCPA/CPRA. This Section shall apply to any Personal Data that is governed by CCPA/CPRA.

6.1. Client represents and warrants to Strada that any Personal Data disclosed by or on behalf of Client hereunder is provided solely for the Purpose, which is a “Business Purpose” (as defined under CCPA/CPRA).

6.2. Strada shall only retain, use and disclose Personal Data for the Purpose and not for any other commercial purpose or otherwise outside the relationship between Strada and Client. Strada shall not sell or share Personal Data in violation of CCPA/CPRA. Strada shall comply with its obligations under CCPA/CPRA. Strada shall promptly notify Client if it can no longer comply with its obligations under CCPA/CPRA.

6.3. Strada acknowledges and agrees that Client shall have the right to take reasonable and appropriate steps to (a) ensure that Strada uses the Personal Data in a manner consistent with Client’s obligations under CCPA/CPRA and (b) stop and remediate unauthorized use of Personal Data.

6.4. Client shall promptly inform Strada of any consumer request made pursuant to CCPA/CPRA that Strada must comply with, and provide the information necessary for Strada to comply with such request.

Section 7. Details of Processing. Certain information regarding Strada’s Processing of Personal Data required by Article 28(3) of GDPR is set forth in **Exhibit B** attached hereto and incorporated herein. Client may make reasonable amendments to **Exhibit B** by notice to Strada from time to time as Client reasonably considers necessary to meet such requirements. Nothing in **Exhibit B** confers any right or imposes any obligation on any Party.

Section 8. Cross-Border Transfers.

8.1. General. Neither Party will transfer Personal Data across borders unless such transfer complies with Data Protection Laws. The Parties will reasonably cooperate as necessary to determine whether any cross-border transfer of Personal Data between Client and Strada in connection with the Purpose complies with Data Protection Laws.

8.2. SCCs. If any transfer of Personal Data between Client and Strada requires execution of the SCCs in order to comply with Data Protection Laws, Client, as controller and data exporter, and Strada, as processor and data importer, hereby enter into (and incorporate herein by reference) the SCCs effective as of the commencement of such transfer. The Parties shall use Module II (Controller to Processor) of the SCCs, which shall be populated as follows:

8.2.1. Clause 7: The optional docking clause shall apply.

8.2.2. Clause 9: Option 2 shall apply, and the time period for notice of Subprocessor changes shall be as agreed under this DPA.

8.2.3. Clause 11(a): The optional language shall not apply.

8.2.4. Clause 13 and Annex I.C.: The supervisory authority of the Republic of Ireland shall be the competent supervisory authority.

8.2.5. Clause 17: Option 1 shall apply, and the governing law shall be the laws of the Republic of Ireland.

8.2.6. Clause 18(b): Disputes shall be resolved by the courts of the Republic of Ireland.

8.2.7. Annex I: (a) the List of Parties shall be as set forth in the Services Agreement and any applicable order form, statement of work, change order or other document more fully describing the applicable Services; (b) the Descriptions of Transfer shall be as set forth in **Exhibit B** (Details of Processing); and (c) the Competent Supervisory Authority shall be as set forth above.

8.2.8. Annex II: the Technical and Organisational Measures shall be as set forth in **Exhibit A** (Technical and Organisational Measures), which are substantially the same for Strada and its Subprocessors.

8.2.9. Annex III: the List of Subprocessors shall be maintained in accordance with Section 2.10 (Subprocessors).

8.2.10. The Parties may supplement the Annexes to the SCCs in any order form, statement of work, change order or other document more fully describing the applicable Services, which shall be deemed incorporated herein by reference with respect to such Services. In the event of any conflict or inconsistency between this DPA or any such supplemental document, on the one hand, and the SCCs, on the other hand, the SCCs shall prevail to the extent required by Data Protection Laws. Notwithstanding anything to the contrary herein, in no event shall this DPA or any such supplemental document, directly or indirectly, prejudice the rights of data subjects under Data Protection Laws.

8.3. UK IDTA. If any transfer of Personal Data between Client and Strada requires execution of the UK IDTA in order to comply with Data Protection Laws, Client, as controller and data exporter, and Strada, as processor and data importer, hereby enter into (and incorporate herein by reference) the UK IDTA effective as of the commencement of such transfer. The UK IDTA shall be populated as follows:

8.3.1. Part 1, Table 1 (Parties): The parties shall be as set forth in the Services Agreement and any applicable order form, statement of work, change order or other document more fully describing the applicable Services.

8.3.2. Part 1, Table 2 (Selected SCCs, Modules and Selected Clauses): The UK IDTA shall be appended to the SCCs as set forth in Section 8.2 (SCCs).

8.3.3. Part 1, Table 3 (Appendix Information): The appendix information shall be as set forth in Section 8.2 (SCCs).

8.3.4. Part 1, Table 4 (Ending this Addendum when the Approved Addendum Changes): Neither Party may end the UK IDTA as set out in Section 19 thereof.

8.4. Swiss Data Protection Act. The SCCs, as set forth in Section 8.2 (SCCs), shall apply to any cross-border transfers of Personal Data governed by the Swiss Data Protection Act, with the following modifications:

8.4.1. Any references in the SCCs to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss Data Protection Act, and any references in the SCCs to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss Data Protection Act.

8.4.2. Any references in the SCCs to "EU", "Union", "Member State" or "Member State law" shall be interpreted as references to Switzerland and the laws of Switzerland, as the case may be, and shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with Clause 18(c) of the SCCs. In furtherance of the foregoing, Clause 17 of the SCCs shall be modified to provide that the governing law shall be the laws of Switzerland.

8.4.3. Any references in the SCCs to "competent supervisory authority" or "competent courts" shall be interpreted as references to the Federal Data Protection and Information Commissioner of Switzerland (the "**Swiss FDPIC**") and the courts of Switzerland, as the case may be. In furtherance of the foregoing, (a) Clause 13 and Annex I.C. of the SCCs shall be modified to provide that the Swiss FDPIC shall have authority over data transfers governed by the Swiss Data Protection Act (it being agreed that authority over data transfers not governed by the Swiss Data Protection Act shall be as otherwise set forth in this DPA) and (b) Clause 18(b) of the SCCs shall be modified to provide that disputes shall be resolved by the courts of Switzerland.

Section 9. Client Affiliates. The terms of this DPA shall apply equally to any Personal Data Processed by or on behalf of Strada for any Client affiliate. Client represents and warrants that it is and will at all relevant times remain duly and effectively authorized to enter into this DPA and perform all of its obligations hereunder on behalf of each such Client affiliate. Client

shall at all times be liable for Client's affiliates' compliance with this DPA and all acts and omissions by Client's affiliates receiving Services under the Services Agreement are deemed acts and omissions of Client.

Section 10. Client Obligations. If Client directs Strada to provide Personal Data to any Client vendor or other representative (other than Strada), Client shall be responsible for the acts and omissions of such vendor or other representative with respect thereto. Client shall be responsible for maintaining all rights (including the lawful legal basis), obtaining any licenses, authorizations, approvals and consents and providing all notices, in each case, required for Strada to Process Personal Data for the Purpose. Client remains responsible for ensuring that its retention, use, disclosure or other Processing of Personal Data complies with its policies and practices and the laws applicable thereto.

Section 11. Term; Effect of Termination. The term of this DPA shall begin on the Effective Date and shall continue for so long as the Services Agreement remains in effect or Strada or any of its Subprocessors retains any Personal Data. The rights and obligations of the Parties which, by their nature, should survive termination or expiration of this DPA, shall survive such termination or expiration.

Section 12. Miscellaneous.

12.1. Entire Agreement. This DPA shall be deemed incorporated into and a part of the Services Agreement. This DPA, together with the Services Agreement, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, all claims and liabilities arising from or related to this DPA shall be brought under and subject to the terms of the Services Agreement, including any provisions therein regarding indemnification, limitation of liability, dispute resolution, choice of law or choice of forum.

12.2. Severability. If any provision of this DPA, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this DPA and such provision as applied to other persons, places or circumstances shall remain in full force and effect and such invalid, void or unenforceable provision shall be enforced to the fullest extent permitted by law.

12.3. Amendment; Waiver. The Parties agree to take such reasonable actions as are necessary to amend this DPA from time to time as is necessary for the Parties to comply with Data Protection Laws. This DPA may not be amended or otherwise modified unless such amendment or modification is set forth in writing, identified as amendment or modification of this DPA and signed by an authorized representative of each of the Parties. No provision of this DPA may be waived unless such waiver is set forth in writing, identified as a waiver of this DPA and signed by an authorized representative of the waiving Party. Except as otherwise provided in this DPA, no failure or delay by a Party in exercising any right under this DPA shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

12.4. Assignment. Neither Party may assign this DPA or any of its rights herein without the prior written consent of the non-assigning Party and any purported assignment without such consent shall be void and unenforceable; provided that each Party may, without obtaining such consent, assign this DPA as part of an assignment pursuant to and in accordance with the Services Agreement.

12.5. No Third Party Beneficiaries. This DPA shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this DPA.

12.6. Relationship of the Parties. The relationship between the Parties is that of independent contractors and this DPA will not establish any agency, partnership, joint venture, fiduciary, franchise or employment relationship between the Parties (or between one Party and a representatives of the other Party). Neither Party by virtue of this DPA shall have any right, power or authority, express or implied, to bind the other Party.

12.7. Force Majeure; Excused Performance. Notwithstanding anything to the contrary in this DPA, Strada shall not be liable for, nor be deemed to be in breach of this DPA as a result of, any failure to comply with its obligations hereunder

or any other act or omission attributable to (a) any failure by Client to comply with its obligations hereunder or under Data Protection Laws, (b) any act or omission of any vendor or other representative of Client (other than Strada and its Subprocessors) or (c) any act of God or other act or circumstance beyond the reasonable control of Strada; provided that nothing in this Section shall limit or otherwise affect Strada's obligation to execute its business continuity and disaster recovery program. Each of the Parties shall use commercially reasonable efforts to mitigate the effects of any of the foregoing circumstances.

12.8. Counterparts. This DPA may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts shall constitute one and the same instrument. This DPA may be executed and delivered electronically.

12.9. Interpretation. Any ambiguity in this DPA shall be resolved in favor of a meaning that permits both Parties to comply with Data Protection Laws. Unless the express context otherwise requires, the words "hereof", "herein", "hereunder" and words of similar import refer to this DPA as a whole and not to any particular provision of this DPA, references to a specific section refer to the sections in this DPA unless otherwise expressly provided and the words "include", "including" and words of similar import shall be deemed to be followed by the words "without limitation". The captions or headings in this DPA are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this DPA.

12.10. Notices. All notices under this DPA to Strada shall be sent to stradaclientcontracting@stradaglobal.com. All notices under this DPA to Client shall be sent to [INSERT CLIENT EMAIL].

* * * * *

IN WITNESS WHEREOF, the Parties have caused this DPA to be duly executed as of the Effective Date.

[CLIENT NAME]

Alight Solutions Europe Ltd T/A Strada

By: _____

Name:

Title:

By: _____

Name:

Title:

Exhibit A – Technical and Organisational Measures

- 1. Physical Security.** Strada maintains security controls for entry points, holding areas, telecommunications areas and cabling areas that contain information processing systems or media containing Personal Data. Security controls include:
 - a. Access control and restriction by use of a defined security perimeter, appropriate security barriers, security cameras, entry controls and authentication controls, and maintenance of access logs for a period of time specified by law or policy;
 - b. Where Strada ID cards are deployed, a requirement for all personnel, vendors, contractors and visitors to wear some form of visible identification to identify themselves as employees, contractors, vendors or visitors;
 - c. A clear desk/clear screen policy;
 - d. An automatic idle-lock for unattended equipment;
 - e. A requirement for visitors to Strada's premises to be escorted at all times; and
 - f. Where technically feasible and commercially reasonable, cameras and CCTVs.
- 2. Business Continuity and Disaster Recovery.** Strada maintains the following business continuity controls and safeguards:
 - a. Business continuity and disaster recovery program is based on generally accepted industry practices designed to reduce the effects of a significant disruption in Strada's operations;
 - b. Business continuity and disaster recovery programs are tested at least annually;
 - c. Backups of Strada systems and software used in the delivery of Services are replicated to its disaster recovery facility so that recovery can take place when there is a disaster; and
 - d. Data is replicated to its disaster recovery facility, providing a scheduled point in time backup of the data to ensure integrity.
- 3. Network Security Controls.** Strada maintains the following network security controls and safeguards:
 - a. Defense-in-depth design with perimeter routers, network switches and firewall devices and default deny-all policy to protect internet presence;
 - b. Least privilege and authenticated access for network users and equipment;
 - c. Control of internet access by proxies;
 - d. Two-factor authentication for remote access with a non-reusable password;
 - e. Intrusion detection system to monitor and respond to potential intrusions;
 - f. Real-time network event logging and investigation using a security information event management tool;
 - g. Content filtering and website blocking using approved lists;
 - h. Limitations on wireless access to the network;
 - i. Policies and standards for wireless network devices;
 - j. Prohibitions on bridging of wireless and other networks, including the corporate network; and
 - k. Detection and disassociation of rogue wireless access points.
- 4. Platform Security Controls.** Strada maintains the following platform security controls and safeguards:
 - a. Maintenance of configuration/hardening standards;
 - b. Control of changes through an internal change control process;
 - c. Prohibition on installing unauthorized hardware and software;
 - d. Where technically feasible, automatic session timeouts after periods of inactivity;
 - e. Removal of vendor-supplied defaults (accounts, passwords and roles) during installation;
 - f. Removal of services and devices that are not required by valid business needs;
 - g. Use of an anti-virus program with timely updates;

- h. Non-privileged account access on workstations and laptops;
 - i. Full disk encryption on laptops;
 - j. Development and test platforms will be segregated from operational platforms used in providing the Services;
 - k. Development tools such as compilers, assemblers, editors and other general-purpose utilities within the production environment will not be permitted unless expressly required for the delivery of the Services, in which case access is restricted; and
 - l. Software and hardware used in the delivery of the Services will be updated in line with industry standards, vendor support and security guidelines.
- 5. Application Security Controls.** Strada maintains the following application security controls and safeguards:
- a. Defense-in-depth with the use of n-tier architecture for separation and protection of data;
 - b. A secure software development life cycle (SSDLC) for application development that includes training, development, testing and ongoing assessments;
 - c. Documentation, review, testing and approval before changes are implemented into production;
 - d. Identification, testing and remediation of application vulnerabilities and patches in a timely manner; and
 - e. A prohibition on using production data in development and testing environments.
- 6. Data and Asset Management.** Strada maintains the following data and asset management security controls and safeguards:
- a. Technical, administrative and physical safeguards;
 - b. Regular backups and storage of Personal Data;
 - c. Encryption of Personal Data transmitted over public networks and on removable media;
 - d. Use of a data loss prevention tool for end point data transfer activities involving social security numbers or other national identification numbers;
 - e. Use of an inventory program to control the installation, ownership and movement of hardware, software and communications equipment;
 - f. Encryption, sanitization, destruction, or purging of all physical media containing Personal Data leaving Strada's custody to ensure that residual magnetic, optical, electrical or other representation of data has been deleted, and is not recoverable; and
 - g. Logical separation of Personal Data of a Strada client from other Strada clients.
- 7. Access Control and Management.** Strada maintains the following access control and management security controls and safeguards:
- a. Monitoring and logging access and use of the Strada systems that contain Personal Data, including logging of access attempts to the Strada systems that contain Personal Data;
 - b. Periodic review and validation of role-based access to Personal Data and prompt removal of unnecessary access;
 - c. Unique logon ID and passwords;
 - d. Strong passwords with minimum length, complexity and expiration requirements;
 - e. Disabling access after a limited number of failed login attempts; and
 - f. Rejection of previously used passwords.
- 8. Risk Management.** Strada maintains the following risk management controls and safeguards:
- a. An information security risk management system aligned to The Standard of Good Practice for Information Security (Information Security Forum);
 - b. A cycle of risk assessments of critical assets, the frequency of which are dependent on the number of residual risks identified at each site;
 - c. Risk analysis is documented using standardized risk assessment templates; and
 - d. Risk management activities are established when risks are defined and agreed with the asset owners.

- 9. Vulnerability and Patch Management.** Strada takes the following measures designed to identify and mitigate vulnerabilities that threaten Strada’s ability to enforce the confidentiality, integrity, and availability of Personal Data:
- a.** A vulnerability monitoring process that provides alerts or notifications of new fixes available, and the resulting timeframe for remediation;
 - b.** Regular scanning to identify and remediate vulnerabilities promptly;
 - c.** Classification of vulnerabilities based on severity to allow for remediation based on predetermined service level expectations; and
 - d.** Penetration tests on applicable Strada environments, including perimeter vulnerability testing, internal infrastructure vulnerability testing and application testing.

* * * * *

Exhibit B – Details of Processing

Processing Operations

The Processing operations to be carried out under this DPA are as follows: The Personal Data received on behalf of Client will be used for performing Services under the Services Agreement (e.g., payroll and other business process outsourcing services, benefits-related services, software consulting and related activities) and may include:

- providing data processing software, equipment, and services through various tools, applications and vendors;
- application maintenance and configuration;
- data uploads and transfers;
- storing or recording Personal Data;
- preventing unauthorized access to or modification of Personal Data (and other non-Personal Data);
- programing, printing and assembling, reviewing, and modifying statements as directed by Client;
- communicating with data subjects in connection with services provided to Client; and
- providing reference materials as requested by Client.

The purpose of the processing operations above is to provide the Services in accordance with the Services Agreement.

Data Subjects

The Personal Data to be Processed by Strada on behalf of Client concern the following categories of data subjects: current, former and/or prospective employees, their relatives and family members and other representatives of Client and Client's affiliates.

Categories of Personal Data to be Processed

The Personal Data processed by Strada comprise of the following categories:

HR/Employee data: that may include: full name; maiden name; employee identification number; user name; picture; contact information (including home and work address, home and work telephone numbers, mobile telephone numbers, web address data, home and work email address); marital status; citizenship information; date of birth; gender; drivers' license information; national and governmental identification information; financial information (including bank account, garnishments, loans, salary and account balances); benefit program information (including benefit elections, beneficiary information, claims information, benefit plan account numbers and balances, and date of retirement); payroll information; professional or employment information (including date of hire, employment status, job title, work and educational history, pay history, tax withholding information, performance records, leave information, travel information and date of termination); and such other personal data that may be transferred from (or on behalf of) Client to Strada for performing services for Client.

Related persons' data: may include but not limited to: name, date of birth, gender and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); and such other personal data that may be transferred from (or on behalf of) Client to Strada for performing services for Client.

Special categories of Personal Data

The Personal Data processed by Strada may include sensitive personal data including information about racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, health, genetic, biometrics or medical records, or/and criminal records.

* * * * *