

## DATA PROTECTION ADDENDUM

*[Note: This template is tailored for data platform companies who charge for a subscription. You should consider this as a starting point and customize it to meet your needs. This template is not and does not contain legal advice. As with all legal matters, please contact your attorney to get any advice with regards to this template. Replica does not assume any responsibility for any consequence of using this template.]*

This **Vendor Data Protection Addendum** (this "Addendum") amends the [insert underlying Agreement] dated [insert date] by and between [insert vendor's name and type of legal entity here] with its principal offices located at [insert address] ("Company") and the [insert customer's name and type of legal entity here] ("Customer"). This Addendum applies to and takes precedence over that document and any associated contractual document between the parties with respect to data protection (collectively, the "Main Agreement"), to the extent of any conflict.

Company and Customer agree as follows:

### 1. **Definitions.**

- 1.1. "De-Identified Data" means data (1) that contains no Personal Data and (2) cannot be associated with, or linked, directly or indirectly, with an identifiable individual, household, or device.
- 1.2. "Personal Data" means any information relating to an identified or identifiable natural person, household, or business; an identifiable natural person is one who can be identified, directly or indirectly, 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.
- 1.3. "Sensitive Data" means Personal Data that reveals any of the following of a data subject: (a) social security, driver's license, state identification card, or passport number; (b) precise geolocation; (c) racial or ethnic origin, religious or philosophical beliefs; (d) union membership; (e) political opinions; (f) genetic data; (g) biometric information; (h) health or medical information, including health insurance information; and (i) sex life or sexual orientation.
- 1.4. "Services" means the services provided by Company to Customer as set forth in the Main Agreement.

### 2. **Privacy First Principles.** In its provision of Services to Customer, Company provides, discloses, or otherwise makes available only De-Identified Data to Customer. Company represents and warrants that each of the following is true:

- 2.1. Company employs appropriate techniques to ensure it only provides De-Identified Data to Customer, including differential privacy as appropriate.
- 2.2. If Company generates synthetic data as part of the Services, Company shall use only De-Identified Data to train its synthetic data generation models.
- 2.3. Company segregates Sensitive Data from other Personal Data maintained by the Company. Company will not combine Sensitive Data fields from more than one data source.
- 2.4. Company makes no effort to re-identify individuals in source data it obtains to provide the Services;
- 2.5. Company contractually prohibits licensees and other recipients of De-Identified Data from taking any steps to re-identify the data; and
- 2.6. Except for service providers that are under a contractual obligation to use Personal Data from the Company solely to provide services for the Company and in accordance with the Company's Privacy Policy, Company prohibits recipients of its data from accessing any source data and otherwise does not enable recipients of its data from accessing source data.

3. **No Re-identification.** Customer represents and warrants that: (a) it does not have the right nor the ability to use the Services to determine the identity of any individual person, household, business or other entity; (b) it shall make no attempt to re-identify the De-Identified Data provided by Company through the Services; and (c) it will not knowingly accept any information from any third party that enables re-identification of the De-Identified Data obtained from Company.

**[insert Company name]**

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Name:

Title:

**[insert Customer name]**

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Name:

Title: