



SUPPLIER SECURITY STANDARDS

These Supplier Information and Security Standards (the “Standards”) list the technical and organizational measures and security controls that Vendors and Partners (for purposes of this document, collectively referred to as “Suppliers”) are required to adopt when (a) accessing customer Facilities, Networks and/or Information Systems, or (b) accessing, processing, or storing Vertiv Confidential Information.

Supplier is responsible for compliance with these Standards by its Personnel, including ensuring that all Personnel are bound by contractual terms consistent with the requirements of these Standards. Additional security compliance requirements, including but not limited to right to audit, may be specified in Supplier’s Agreement or individual statement of work.

Section 1: Definitions

Section 2: Personnel/Human Resources Security

Section 3: Information Security Organization and Policy

Section 4: Compliance and Audit

Section 5: Security Incident Management and Section 6: IT Security Standards

Section 7: Physical and Environmental Security

Section 8: Business Continuity and Disaster Recovery

Section 1: Definitions

The following definitions apply to these Standards:

“Agreement” means an agreement between Vertiv and a Supplier under which (a) Supplier performs Services for Vertiv and (b) Supplier is provided access to Vertiv Facilities, Network(s), Information Systems and/or Confidential Information.

“Applications” means middleware, databases, applications, web portals or other software that are used in the delivery of Services to Vertiv.

“Asset” means any tangible Vertiv owned item for which a Supplier has responsibility.

“Computer” means any endpoint, server (physical or virtual) or laptop Computer, mobile device (e.g., cellular phone, Smartphone, tablet), server and/or storage device that (i) is involved in the performance of the Services, (ii) may be used to access a Network or an environment, or (iii) may access or store Confidential Information.

“Information Systems” means any system, including but not limited to development, test, stage and production systems, or storage/backup systems, that (a) are involved in the performance of the Services, (b) may access, process or store Vertiv Confidential Information.

“Confidential Information” means all Vertiv confidential information to which Supplier may be provided access in connection with the performance of Services, including without limitation Personal Information (PI); intellectual property (IP); source code; passwords; information concerning Vertiv’s customers, Suppliers or partners; any data stored in or provided from the Information Systems of Vertiv or its customers, Suppliers or partners; and any other Vertiv Confidential Information as defined in an Agreement. References in this document to “Confidential Information” shall be deemed to include

Updated January 2024



Confidential Information of Vertiv customers, Suppliers or partners to which Supplier is provided access in connection with providing Services. Confidential Information shall also include any Vertiv data that is subject to any data processing agreement between Vertiv and Supplier, and any data subject to any data protection provisions in an Agreement.

“Electronic Media” means hard disk, solid state disk, DVD/CD, tape, or any other form of media that can store electronic information.

“Facilities” means (a) any offices or data centers (whether owned or managed by Vertiv, a Vertiv customer, Supplier or a third-party) from which Vertiv Confidential Information, Information Systems or Networks may be accessed. References in this document to (i) “Vertiv Facilities” shall be deemed to include Facilities of Vertiv customers, and (ii) “Supplier Facilities” shall be deemed to include third-party Facilities used by Supplier.

“Network” means any Vertiv networks to which Supplier is provided access in connection with the performance of Services under an Agreement and/or any Supplier networks that are used to access Confidential Information or Information Systems.

“Network devices” means routers, switches, load balancers, firewalls, and virtual private network (VPN) devices.

“Partner” means any organization that participates in any of the Vertiv relationships described in <https://partners.vertiv.com/English/> and, in connection with its participation in such relationship, (a) accesses Vertiv or Vertiv customer Facilities, Networks and/or Information Systems, or (b) accesses, processes, or stores Vertiv Confidential Information.

“Personnel” means all Supplier employees, contractors, sub-contractors, and agents who are provided access to Facilities, Networks, Information Systems and/or Confidential Information.

“PI” or “Personal Information” means any information to which Supplier is provided access that could identify any individual, either directly or indirectly, including without limitation the individual’s name; address; government identification/national identification number; health, financial or employment information, phone number, e-mail address, IP address.

“Product” means a hardware or software component or assembled good manufactured for or supplied to Vertiv.

“Security Incident” means (a) unauthorized access to Confidential Information or Information Systems, or (b) the loss of confidentiality integrity or availability of any Confidential Information,

“Services” means the work to be performed by Supplier for Vertiv as specified in an Agreement, contract, or statement of work.

“Vendor” means an entity (including its Personnel) that performs Services under an Agreement,

“Supplier Facilities” means all Facilities used by Supplier, including third-party Facilities.

Section 2: Personnel/Human Resources (HR) Security

- 2.1 Supplier must perform background checks, consistent with local laws and regulations, for all Personnel. The level of verification performed must be proportional to risk correlated to roles within the organization.

Updated January 2024



- 2.2 Supplier Personnel are required to agree, in writing, to abide by Supplier's security requirements and organizational policies.
- 2.3 Supplier must have a comprehensive security awareness program for all Personnel that encompasses education, training and updates for security policies, procedures, and requirements. Training must be provided at time of hiring and repeated at regular intervals thereafter (no less than every two years). In addition, supplier's personnel will be required to take Vertiv training as assigned.
- 2.4 Supplier must have formal disciplinary processes in place for Personnel and take appropriate action against Personnel who violate Supplier's organizational policies, based upon the nature and gravity of the violation.
- 2.5 Upon termination of Personnel employment, Supplier must promptly remove access to Information Systems, Networks and Applications and confirm Personnel have not retained any Confidential Information.
- 2.6 Supplier is authorized to use subcontractors for the provision of the Services as long as they are contractually bound to comply with nondisclosure terms and security standards consistent with those set forth in the Agreement and this document.
- 2.7 Supplier must maintain and regularly update a list specifying its subcontractors, the country of destination of the data, and provide that list to Vertiv upon reasonable notice. Vertiv reserves the right to reject the use of any subcontractor or require reasonable steps to address objections to a subcontractor, for justified reasons.

Section 3: Information Security Organization, Policy, and Procedures

- 3.1 Supplier must have clearly defined organizational information security roles, responsibilities, and accountability.
- 3.2 Supplier must publish and maintain formal written information security policies. Information security policies must be approved by management and communicated to Personnel. Personnel must be made aware of their obligations to protect Confidential Information, as well as the acceptable use of all Networks, Information Systems and Computers.
- 3.3 Supplier must classify and label Information in accordance with their information classification scheme and in terms of its sensitivity.
- 3.4 Supplier must implement security processes for managing Suppliers throughout the business relationship lifecycle.
- 3.5 Supplier must maintain an inventory of assets that includes all business-critical Information Systems and information processing sites used in the delivery of Services to Vertiv. The inventory must be accurate, remain current and include owners responsible for each asset.
- 3.6 Supplier must maintain an up-to-date record of Personnel who have access to Facilities, Information Systems, Networks and Applications, including their geographic location. Personnel access must be reviewed at least bi-annually, and access promptly revoked when no longer deemed necessary for job function.

Updated January 2024



Section 4: Compliance and Assessments

4.1 Regulatory Compliance

- 4.1.1 If Services involve Payment Card Information (PCI), Supplier will maintain compliance with the current version of the Data Security Standards (DSS) from the Payment Card Industry Security Standards Council (PCI SSC) for the duration of the Services provided to Vertiv. On request, Supplier must provide Vertiv the most recent PCI SSC “Attestation of Compliance” (AoC) reports prepared by a third-party PCI Qualified Security Assessor (QSA) for both Supplier's systems and for any third parties used by the Supplier for handling payment card data.
- 4.1.2 If Services involve Protected Health Information (PHI) subject to the U.S. Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated under that Act (collectively, HIPAA), the Supplier will maintain compliance with HIPAA. On request, Supplier must provide Vertiv reasonable assurance that Supplier (and any third parties used by the Supplier for handling PHI) maintains sufficient technical and organizational controls to comply with HIPAA requirements. This assurance may include audits and assessments from a qualified third-party and/or completion of a questionnaire with sufficient evidence to support Supplier's compliance.
- 4.1.3 Supplier must inform Vertiv if legislation applicable to the Supplier could prevent the Supplier from fulfilling the obligations relating to treatment of Vertiv Personal Information.
- 4.1.4 In the event Supplier Processes Confidential Information that is subject to additional regulatory requirements, or in a manner subject to additional regulatory requirements, Supplier agrees to cooperate with Company to comply with such requirements, including negotiating in good faith additional agreements as required for such compliance.
- 4.1.5 Supplier will comply with all laws and regulations regarding data transfers. In the event Supplier Processes Personal Information of persons resident in the European Economic Area and Switzerland, Vertiv and the Supplier must sign Vertiv Data Processing Addendum for suppliers.

4.2 Security Compliance

- 4.2.1 Suppliers accessing Vertiv's Network may be required to execute a Vertiv network access agreement.
- 4.2.2 Upon request, Supplier must confirm, in writing, the Supplier's compliance with the requirements of these Standards and provide written responses to any questions that Vertiv presents to Supplier regarding its security practices.
- 4.3.1 **Security Assessments Audit** Vertiv reserves the right to perform security assessments which includes requiring SOC2, Type 2 and other relevant documentation as applicable, to verify compliance with these Standards. Vertiv will provide reasonable notification of a verification audit, ensure the audit is performed during normal business hours, and with minimal disruption to the Supplier's business operations. Depending on the nature of work performed, Vertiv reserves the right to perform surprise audits.
- 4.3.2 Supplier must promptly correct any material noncompliance issues identified during the security assessment.

Section 5: Security Incident Management and Reporting

- 5.1 Supplier must have documented information Security Incident procedures, enabling effective and orderly management of Security Incidents. The procedures must cover the reporting, analysis, monitoring and

Updated January 2024



resolution of Security Incidents.

- 5.2 Reported Security Incidents must be verified and then analyzed to determine their impact. All confirmed Security Incidents must be classified, prioritized, and documented.
- 5.3 Security Incidents must be handled by a dedicated Security Incident response team or Personnel who are trained in handling and assessing Security Incidents to ensure appropriate procedures are followed for the identification, collection, acquisition and preservation of information.
Supplier must report Security Incidents relating to the Vertiv Services and/or Confidential Information within 72 hours. Security Incidents must be reported to the Network Operations Center (NOC) at **+1-614-841-6000** or Email: NOCTEAM@Vertiv.com
- 5.4 Unless otherwise required by law or law enforcement, Supplier must not make any statements concerning a security incident identifying Vertiv without written authorization of Vertiv's Legal Department.
- 5.5 Unless prohibited by law, Supplier must promptly notify Vertiv in the event the Supplier receives a request for access to Vertiv Confidential Information or Information Systems and act upon Vertiv's instruction concerning such request.

Section 6: IT Security Standards

6.1 IT Security Controls

- 6.1.1 Supplier's Information Systems, Network Devices and Applications must be configured and deployed using a secure baseline (hardened images) and unused ports/services must be disabled.
- 6.1.2 Supplier must implement controls to restrict connection times of idle/inactive sessions on Information Systems, Applications and Network Devices and terminate inactive sessions.
- 6.1.3 System clocks must be synchronized to a trusted time server source, maintaining accurate and synchronized time/time zone on all Information Systems and Network Devices and ensuring log files have consistent time stamp information recorded.
- 6.1.4 Supplier must have defined security review processes for the deployment of new services that store/process Vertiv Confidential Information.
- 6.1.5 Supplier must perform security assessments, scans and testing of Information Systems, Networks and Applications at planned intervals, at least annually, to verify compliance with organizational security policies and standards.
- 6.1.6 Supplier must maintain documented change management procedures that provide a consistent approach for controlling and identifying configuration changes for Information Systems, Applications and Network Devices.

6.2 Network Security

- 6.2.1 Supplier must implement and maintain network security infrastructure components such as firewalls, intrusion detection/prevention systems (IDS/IPS) and other security controls, providing detection, continuous monitoring, and restrictive network traffic flow to assist in limiting the impact of attacks.
- 6.2.2 Network traffic must be appropriately segregated, with routing and access controls separating internal Network traffic from public or other untrusted networks.

Updated January 2024



- 6.2.3 Remote access into the Supplier's Network must be approved and restricted to authorized Personnel only. Remote access must be controlled by secure access control protocols, encryption and authentication.
- 6.2.4 If VPN access (either site-to-site or IPsec) is used to access Vertiv Networks and Information Systems, Supplier must segregate Computers that remotely connect to Vertiv (using either physical segregation or VLAN subnets) to prevent Vertiv Confidential Information, Networks and Information Systems from potentially being accessible or visible to unauthorized personnel.
- 6.2.5 To the extent permitted by law, Vertiv reserves the right to monitor Supplier access to and use of Vertiv Information Systems, Networks and Applications.

6.3 Logging

- 6.3.1 Supplier must maintain logs from Information Systems, Network Devices and Applications for a minimum period of 90 days, unless otherwise stated in an Order. Logs must provide sufficient details to assist in the identification of the source of an issue and enable a sequence of events to be recreated.
- 6.3.2 Logs must record date, time, and source location (IP address/hostname) for all access attempts. Logs must capture system and network security event information, alerts, failures, events, and errors. Integrity of log files must be maintained and protected from tampering by restricting access to systems that store log information. Log files must be stored on a centralized log server.

6.4 Technical Vulnerability and Patch Management

- 6.4.1 Supplier must track information from vendors and other sources relating to technical vulnerabilities of operating systems, Applications, and Network Devices; and must promptly evaluate exposure to reported vulnerabilities to ensure that appropriate measures are taken to address potential risks.
- 6.4.2 Supplier must promptly apply patches for all operating systems, Applications and Network Devices according to a documented vulnerability & patch management process that requires patches be applied in a consistent, standardized manner and prioritized based on criticality and risk. If a security patch cannot be promptly applied due to requirements for testing, then effective risk mitigation controls must be implemented until such time that patches can be applied.
- 6.4.3 Where feasible, Computers must be configured to automatically receive operating system patches and updates from a centralized service that manages and distributes updates.
- 6.4.4 Supplier must use anti-virus/malware detection software to prevent, detect and remove malicious code. The software must provide automated signature updates. The software must detect if anti-virus/malware software on Computers has been disabled or not receiving regular updates.
- 6.4.5 Automatic virus and malware scanning checks must be carried out on all e-mail attachments sent to or received from external sources. Attachments identified as containing malicious code must be removed and deleted.

6.5 Account Management

- 6.5.1 Supplier must have user account management procedures to support the secure creation, amendment, and deletion of accounts on Information Systems, Network Devices and Applications.
- 6.5.2 Supplier must ensure Information Systems, Applications and network device owners authorize all new user account requests and identify redundant accounts.



6.5.3 User accounts must have a unique login identifier and password. Supplier Personnel must not share account credentials.

6.6 Access Controls

6.6.1 Access controls must be implemented for Information Systems, Networks and Applications that verify the identity of all users and restrict access to authorized users. Access controls be based on user role and least privilege. Further, access controls must differentiate access levels for end-users and privileged access (e.g. systems administrators) and privileged credentials must not be interactive.

6.6.2 Access controls must be implemented for Information Systems, Networks and Applications that provide appropriate segregation of duties, e.g., different Personnel must perform the access authorization and access administration roles.

6.6.3 Access lists for Information Systems, Network Devices and Applications must be reviewed at least annually and access removed promptly when no longer required. Access to Vertiv Information Systems, Networks and Applications by Supplier Personnel is limited to the purposes of performing Services as specified in the Agreement with Vertiv.

6.7 Password Management and Multi Factor Authentication

6.7.1 Strong password practices must be implemented, including minimum password length, complexity and prohibited re-use requirements (e.g., no dictionary words, use a mix of alpha numeric characters etc.).

6.7.2 Passwords must have a defined expiration period not to exceed six months or 180 days.

6.7.3 Passwords must be distributed separately from account information, in a manner that ensures confidentiality of information.

6.7.4 Passwords must be encrypted when transmitted between Information Systems, Network Devices and Applications and when stored (i.e., never stored or transmitted in plain text).

6.9 Protection of Vertiv Confidential Data

6.8.1 Supplier may access, use and process Vertiv Confidential Information only on behalf of Vertiv and only for the purposes specified in the Agreement with Vertiv and in compliance with these Standards.

6.8.2 Vertiv Confidential Information stored on Supplier's Computers (excluding servers) and external Electronic Media (e.g., USB memory storage, tape) must be fully encrypted using AES 256-bit or higher encryption.

6.8.3 Vertiv Confidential Information may not be stored on mobile devices or device media cards unless encrypted using AES 256-bit or higher encryption and devices are managed through centralized device management software, with the capability to remotely lock and wipe lost/stolen devices.

6.8.4 Supplier must delete or securely destroy Vertiv Confidential Information upon Vertiv's request, upon completion of Services or upon the termination of Services. Supplier may retain one copy of the foregoing materials, as required for regulatory retention purposes or by law, provided that any such copy is kept in encrypted format, is not used, or accessed for any other purpose, and remains protected in accordance with the requirements of these Standards and is deleted promptly when no longer needed for such purpose. Supplier will certify to Vertiv in writing that all confidential and/or personal Information has been destroyed.

6.8.5 Electronic Media containing Vertiv Confidential Information must be sanitized before disposal using a



process that assures complete data deletion and prevents data from being reconstructed or read, as prescribed in industry standards such as NIST SP 800-88 Revision 1 and DoD 5220.22-M. Defective Electronic Media containing Vertiv Confidential Information must be physically destroyed.

6.8.6 Vertiv Confidential Information must not be transmitted using unencrypted (plain text) channels or Services over public networks. Encrypted protocols protecting the transfer of information, for example, Secure File Transfer Protocol (SFTP) or Transport Layer Security (TLS) Versions 1.2 or 1.3 must be used.

6.8.7 Secure e-mail transport using TLS V 1.2 or 1.3 between Vertiv mail gateways and Supplier mail gateways must be used to protect Vertiv Confidential Information sent using e-mail.

6.9 Computing Environments

6.9.1 Supplier will not permit the use of personal email accounts for exchanging, processing or storing any type of Vertiv Information.

6.9.2 Supplier will not use production systems that store or process Vertiv Confidential Information for development, testing or staging purposes.

6.9.3 The use of public cloud storage Services for the storage/exchange of Vertiv Confidential Information must be agreed and approved by Vertiv and must adhere to the same standards indicated herein.

Section 7: Back-up, Business Continuity and Disaster Recovery

7.1 Information Backup

7.1.1 Supplier must ensure Information Systems, Computers and software involved in the performance of the Services provided to Vertiv are backed up to online and/or offline storage. Backups must be tested in accordance with operational backup standards.

7.1.2 Backup media leaving Supplier's facility must be protected against unauthorized access, misuse or corruption during transportation. Vertiv Confidential Information stored on backup media must be encrypted using AES 256-bit or higher encryption.

7.2 Business Continuity and Disaster Recovery

7.2.1 Suppliers must have a Disaster Recovery (DR) program and maintain a documented organizational Business Continuity Plan (BCP). The program and plans must be designed to ensure the Supplier can continue to function through operational interruption and continue to provide Services as specified in its Agreement with Vertiv. Supplier will provide Vertiv written summaries of its DR program and BCP upon request.

7.2.2 Supplier must ensure the scope of the BCP encompasses all locations, Personnel and Information Systems used to perform or provide Services for Vertiv.

7.2.3 The BCP must be tested at least annually with documented results. The Supplier will provide confirmation of tests performed, including identified gaps and remediation actions or plans.

7.2.4 Supplier must promptly notify and report the potential impact to Vertiv when the DR plan is executed.



Section 8: Basic Physical and Environmental Security

- 8.1 Supplier Facilities: Supplier must maintain the following controls at all Supplier Facilities (including third party Facilities used by Supplier) from which Vertiv Networks, Information Systems and/or Confidential Information may be accessed.
- 8.1.1 Supplier must maintain a physical security plan to protect offices and information processing Facilities that addresses internal and external threats to sites. Plans must be reviewed and updated on at least an annual basis.
 - 8.1.2 Sites must have secure entry points that restrict access and protect against unauthorized access. Access to all locations must be limited to authorized Personnel and approved visitors. All visitors must be logged and be always escorted by Supplier Personnel. Security guards, intrusion detection, and/or CCTV cameras must be used to monitor building entry points, loading and shipping docks, and public access areas. All visitors must be required to sign a visitor register.
 - 8.1.3 Reception areas for offices and information processing Facilities must be manned by a receptionist or security guard. Out of hours access must be monitored, recorded, and controlled. Logs detailing access must be stored for a period of at least 90 days.
 - 8.1.4 Supplier Personnel and authorized visitors must be issued identification cards. Visitor identification cards must be distinguishable from Supplier Personnel identification.
 - 8.1.5 Access cards and keys that provide access to secure areas and information processing Facilities such as data centers must be monitored and limited to authorized Personnel. Regular reviews of access rights to Facilities must be performed.
 - 8.1.6 Off-site removal of Information Systems, servers and Network Devices must be restricted, approved, and authorized appropriate security departments.
 - 8.1.7 A clear desk policy must be enforced in areas where Vertiv Confidential Information is stored. Documents that contain Vertiv Confidential Information must be secured when not in use.

8.2 Vertiv Facilities: Supplier Personnel must abide by the following requirements at Vertiv Facilities:

- 8.2.1 Supplier Personnel are required to abide by Vertiv's security requirements and direction when working at Vertiv Facilities. The security measures employed at Vertiv Facilities (e.g., use and placement of security cameras, use and placement of other physical and logical security controls) are Vertiv Confidential Information. Personnel may not photograph or otherwise record Vertiv Facilities or infrastructure, unless required for the performance of Services and Vertiv approves in advance.
- 8.2.2 Supplier Personnel may not access Vertiv Computers or Networks unless expressly authorized by Vertiv Personnel.