

Non-Disclosure Agreement

1. **Protection of Personally Identifiable Information; Information Security.** Contractor shall have in place a formal security program to protect any PII and Confidential Information to which Contractor has access. The program should have elements in place to (i) ensure the security of PII and Confidential Information; (ii) maintain the integrity of PII and Confidential Information; (iii) manage any security breaches that may occur; and (iv) allow for the return or destruction of PII and Confidential Information.

1.1. Ensure Security of PII and Confidential Information. Contractor shall not use or disclose PII and/or Confidential Information other than as required to perform the Services under this Agreement. Notwithstanding the definition of Confidential Information in Section 1a above, and subject to the additional special requirements for PII enumerated in this Section 5, Contractor shall regard all PII as Confidential Information and shall not disclose PII to any third parties unless given prior written consent by COMPANY. The Contractor shall not use PII for any purposes not expressly permitted by this Agreement. Contractor shall ensure that all of Contractor's employees and Permitted Subcontractors strictly abide by Contractor's obligations regarding PII and Confidential Information.

1.2. Maintain Integrity of PII and Confidential Information.

1.2.1. Without limiting Contractor's obligations under this Agreement to keep PII and Confidential Information safe and confidential, Contractor shall implement administrative, physical and technical infrastructure and procedural safeguards to protect and maintain the integrity of PII and Confidential Information.

1.2.2. Contractor shall ensure that the manner in which PII is collected, accessed, used, stored, processed, disposed of, and disclosed complies with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. To the extent that Contractor stores PII and/or Confidential Information, Contractor shall store PII and/or Confidential Information on servers that are hosted by datacenters that have confirmed their ability to safeguard PII and/or Confidential Information in accordance with this Agreement.

1.2.3. Contractor shall assure that all transmitted PII and/or Confidential Information is protected during transmission by transport layer security and other industry standards and all PII and/or Confidential Information will be stored internally using industry standards for encryption of data of similar sensitivity to PII and/or Confidential Information.

1.2.4. Contractor shall implement access control mechanisms to document the identity of all persons having access privileges, and the identity of all persons accessing PII and/or Confidential Information shall be logged. The log files shall be retained for a period of two years after the termination of this Agreement.

1.3. Managing Security Breaches.

1.3.1. In the event that Contractor becomes aware of an unauthorized disclosure of PII and/or Confidential Information, unauthorized access to PII and/or Confidential Information or any other incident that threatens the security of PII and/or Confidential Information (each a

“Security Incident”), Contractor shall (i) notify COMPANY of the potential Security Incident within twenty-four (24) hours of discovery; (ii) promptly launch an investigation using a forensic investigator reasonably acceptable to COMPANY to determine the extent of the potential Security Incident; (iii) promptly take all remedial and mitigation measures, consistent with applicable law, to restore the security, confidentiality and integrity of the system(s) at issue; and (iv) install/implement such safeguards as are needed to protect against any future Security Incident.

1.3.2. Contractor shall notify COMPANY of any use or disclosure of PII and/or Confidential Information by Contractor not permitted by this Agreement within twenty-four (24) hours of discovery.

1.3.3. Contractor shall provide COMPANY with the name and contact information for a primary and alternate employee of Contractor who shall serve as COMPANY’s primary security contact and who shall be available to assist COMPANY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident involving PII and/or Confidential Information. The designated contact shall respond to any COMPANY inquiries within two (2) hours.

1.3.4. Immediately following Contractor’s notification to COMPANY of a Security Incident, breach or loss of PII and/or Confidential Information, the parties shall coordinate with each other to investigate the matter. Contractor shall cooperate with COMPANY in investigating the matter and in meeting COMPANY’s notification obligations under any applicable notification law. Contractor agrees to fully cooperate with COMPANY in COMPANY’s handling of the matter, including, without limitation: (1) assisting with any investigation; (2) facilitating interviews with Contractor’s employees and others involved in the matter; (3) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise required by COMPANY; (4) providing the tools and procedures necessary to recapture stored PII and/or Confidential Information in the event of the loss of such information from the Contractor’s medium; and (5) providing the following information to COMPANY within five (5) business days of discovery of a Security Incident: (i) the date of the Security Incident; (ii) the date of the discovery of the Security Incident; (iii) a description of the types of PII and/or Confidential Information that were involved; (iv) identification of each individual whose PII has been, or is reasonably believed to have been accessed, acquired, lost, modified, or disclosed; (v) any other details necessary to complete an assessment of the risk of harm to each individual affected by a Security Incident.

1.4. Allowance for Return or Destruction of PII and Confidential Information.

1.4.1. To the extent that Contractor has possession of any PII and/or Confidential Information, Contractor shall retain such information only so long as reasonably necessary to fulfill its obligation under this Agreement, or as required by law.

1.4.2. Upon termination of this Agreement for any reason, Contractor shall return or destroy, as determined by COMPANY, all PII and/or Confidential Information in Contractor’s possession. Contractor shall retain no copies of PII. Contractor shall complete such return or destruction as promptly as possible, but not later than thirty (30) days following the termination or other conclusion of this Agreement. Within such thirty (30) day period, Contractor shall certify on oath in writing to COMPANY that such return or destruction has been completed.