

**EXPERIAN EMPLOYER SERVICES  
STANDARD TERMS AND CONDITIONS**

This Experian Employer Services Standard Terms and Conditions (“**STAC**”) effective (“**Effective Date**”) between **Tax Credit Co., LLC** (“**Experian Employer Services**” or “**EES**”) and **Mount Diablo Unified School District** (“**Client**”).

**1. Agreement.** This STAC contains the standard terms and conditions applicable to EES’s provision of services (collectively, the “**Services**”) to Client as set forth in the applicable schedule(s) attached to this STAC or that reference this STAC and are signed by Client and the applicable Experian Employer Services entity offering the Services (each, a “**Schedule**”). This STAC, the applicable Schedules, and any other documents incorporated within or referencing this STAC and signed by the parties, collectively comprise the “**Agreement**.” In the event of any conflicting or inconsistent terms, the following order of precedence applies: (a) the terms and conditions in a Schedule solely with respect to the Service offered pursuant to such Schedule, and (b) this STAC. The use of the term “days” shall mean “calendar days” unless otherwise specified.

**A. Client Affiliates.** The Services under the Agreement shall also be available to any U.S. companies affiliated with Client that either control, are controlled by or are under a common control with Client (each a “**Client Affiliate**”). The Services are only available to a Client Affiliate during the period in which they are controlling, being controlled by, or under a common control with Client. The terms and conditions of this STAC and any applicable Schedule will govern all Services provided to such Client Affiliates. In connection with its Client Affiliates, Client hereby represents, warrants and covenants that Client shall be responsible for its Client Affiliates’ use of the Services, and will ensure compliance with the terms and conditions of the Agreement by its Client Affiliates. Client shall at all times remain fully liable for any failure of a Client Affiliate to comply with the terms and conditions of the Agreement.

**B. EES Affiliates.** Services may be provided to Client under the Agreement by EES’s affiliates (each a “**EES Affiliate**”), subject to execution of applicable Schedule directly between Client and the identified EES Affiliate. In such event, (i) the terms and conditions of the Agreement shall be binding on any such EES Affiliate as if it (and not EES) were an original party to the Agreement, (ii) all references to “EES” in this Agreement shall be deemed a reference to such EES Affiliate, and (iii) Client agrees that EES shall have neither obligations nor liability for any Services contracted for by any such EES Affiliate.

**2. Fees and Payment.** Client shall pay EES for the Services in the amounts agreed upon in writing and set forth in the applicable Schedule or other mutually agreed pricing document. Unless otherwise provided in the applicable Schedule or pricing document, EES shall have the right to revise or amend the pricing by providing thirty (30) days’ prior written notice to Client before such revision or amendment becomes effective. If Client requests a change to any business requirements relative to, or cancels, a Service, or any portion thereof, after EES has commenced work, Client agrees to pay EES for its costs incurred for such work in process. If the Services are substantially completed at the time of such change or cancellation, Client agrees to pay EES the full price for such Services. EES’s invoices will be deemed to be correct and acceptable to Client unless Client advises EES of disputed items within ten (10) days of their receipt. Payments shall be made to EES within thirty (30) days of invoice date. If Client fails to pay any invoice in accordance with the foregoing terms, EES reserves the right to suspend the Services and/or apply interest to any undisputed and unpaid amounts at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. The prices and rates for the Services do not include taxes. Client shall be solely responsible for all federal, state, local, or foreign sales or use taxes levied or assessed in connection with EES’s performance of the Services, other than income taxes assessed with respect to EES’s net income, for which income taxes EES will be solely responsible. Client shall pay EES a credit card surcharge on payments Client makes by credit card.

**3. Data; Confidential Information.**

**A. Client Data.** As used in the Agreement, “Client Data” means any non-public data or information provided by or on behalf of Client to EES in connection with Client’s request for the Services and which does not constitute EES Property (as defined below). Client Data is and shall continue to be the exclusive property of Client. Except as otherwise permitted in the Schedule, EES agrees to (i) use Client Data only for purposes of providing the Services to Client, and (ii) take reasonable steps to maintain the confidentiality of Client Data and prevent unauthorized access, use or disclosure of Client Data. EES may use anonymized and aggregated data to perform analytics. Anonymized and aggregated data means Client Data that no longer includes personal identifiers that may lead to an individual being identified and is grouped into data reports. Client agrees that (a) it shall provide current, complete and accurate data as necessary for EES to provide the Services; (b) it owns and shall maintain all right, title and interest in, or has full and sufficient authority to provide and use the Client Data under applicable law and in the manner contemplated by this Agreement; and (c) the Client Data and EES’s use thereof shall not infringe upon or misappropriate any patent, copyright, trade secret, or other proprietary right of any third party or otherwise conflict with the rights of any third party. Client agrees to defend and indemnify and hold EES and its affiliates harmless from and against all damages, liabilities, claims, losses, costs and expenses that EES may incur, suffer, become liable for or which may be asserted or claimed against EES as a result of provision of inaccurate data or information by Client to EES or Client’s non-performance of any obligation with respect to EES’s provision of the Services, or a breach of any warranty, representation or covenant as provided in this Agreement.

**B. EES Property.** The parties acknowledge and agree that the Services may include the delivery, access or use of (i) any data or information related to consumers and/or businesses, in each case provided or made available by or on behalf of EES to Client, (ii) information, instructions, technical literature, and materials supplied or otherwise made available or provided by EES to Client on behalf of itself or any third-party provider, which EES may amend from time to time, regarding the access and use of the Services, and (iii) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual consumer (collectively, “**EES Property**”). Client represents and warrants that it shall not resell the EES Property, and that it shall only access, receive and use the EES Property in the manner explicitly permitted in the applicable Schedule.

**C. Confidential Information.** Client and EES agree not to disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other party, except as required in the course of performing Services or as otherwise permitted under the Agreement. Client and EES each agree to use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own

information of a similar nature, but not less than reasonable care. The term “**Confidential Information**” means in any form: (a) all information marked confidential, restricted or proprietary; or (b) any other information that is treated as confidential by the disclosing party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally. Notwithstanding the foregoing, the parties agree that EES’s confidentiality obligation for Client Data is set forth in section 3.A.(ii) above and Client Data is protected in accordance with EES’s Information Security Program provided to Client upon request. Without limiting the generality of the foregoing, the parties agree that EES’s Confidential Information includes the confidential, proprietary, and trade secret information of EES, its affiliates and their respective licensors and suppliers, which information includes, but is not limited to: (i) models, attributes, weights, data structures, EES PINs, pricing structures, and application programming interfaces, (ii) the Agreement, (iii) any other types of information applicable to the Services as maybe identified in the applicable Schedule, and (iv) any copies or derivatives of such data or information.

**4. Retained Rights.** All EES Property, EES Confidential Information, and various databases, improvements, technologies, inventions, developments, ideas, discoveries, and any other intellectual property associated therewith shall be deemed part of the Services and are owned by EES (or its licensors or providers, as applicable). Nothing contained in the Agreement shall be deemed to convey to Client or to any other party any ownership interest in or to any intellectual property or data provided in connection with the Services, EES Property or EES Confidential Information. Client shall not acquire any rights in or to the Services, EES Property or any EES Confidential Information in excess of the scope and/or duration described in the Agreement.

**5. Access and Use.** Client agrees that it shall only access and use the Services and EES Property for Client’s own internal business and solely in the manner explicitly permitted in the Agreement. Client further agrees that it shall not, and shall not permit others (including but not limited to any affiliate or related companies and users) to (i) change, modify, add code or otherwise alter the Services in any manner, (ii) reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, or translate the Services, or (iii) use, transform, modify, or adapt the Services for use for any other purpose, including but not limited to use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipate product or service of EES. All Client Data transfers under the Agreement must be transmitted over secured channels. Client shall not access, transfer, or use the Services, EES Confidential Information or EES Property outside the United States or its territories. Any direct or indirect access to, transfer, or use of the Services, EES Confidential Information or EES Property outside the United States or its territories shall require the prior written approval of EES.

**6. Compliance.** Each party agrees to comply with all federal, state and local laws, rules and regulations applicable to it in connection with (i) the performance of its obligations hereunder, and (ii) the provision of Client Data. Additionally, EES agrees that it shall comply with the Data Privacy Addendum (“DPA”) as attached to and incorporated within this STAC. In the event of any conflict or inconsistency between the provisions of the Agreement and the DPA, the provisions of the DPA shall prevail to the extent of such conflict.

**7. Term; Termination.** The term of the Agreement shall begin upon the Effective Date set forth below and shall continue in effect until the termination or expiration of all applicable Schedules. Upon any termination of the Agreement or any individual Schedule, Client shall immediately cease using the applicable Services, EES Property and EES Confidential Information in its possession. If either party is in material breach of this STAC or any individual Schedule, the other party may terminate the individual Schedule and/or this STAC, as applicable, provided such breach is not cured within thirty (30) days following written notice of such breach, unless such breach is the failure to pay for the Services under the terms of the Agreement, in which case Client shall have ten (10) days to cure such breach following notice. In the event that this STAC or any individual Schedule is terminated as a result of a breach, the other party shall, in addition to its rights of termination, be entitled to pursue all other remedies against the breaching party. Termination of this STAC or any Schedule shall not relieve Client of its obligation to pay for any Services performed or provided by EES under the Agreement.

**8. Limited Warranty; Disclaimers.** EES warrants to Client that EES will use commercially reasonable efforts to deliver the Services in a timely manner. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, EES MAKES NO OTHER REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO EES SERVICES. SUCH DISCLAIMER INCLUDES, WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

**9. Limitation of Liability and Limitation on Damages.** CLIENT AGREES THAT EES’S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO EES UNDER THE AGREEMENT FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE ALLEGED LOSSES OR INJURIES DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE ALLEGED LOSSES OR INJURIES BY EES FIRST ACCRUED.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD PARTIES, OR WILLFUL INFRINGEMENT BY THE OTHER PARTY, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS MIGHT ARISE.

**10. Waiver; Severability.** Either party may waive compliance by the other party with any covenants or conditions contained in this STAC or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. In lieu of any invalid provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible to that intent which the parties had or would have had, according to the spirit and purpose of the Agreement.

**11. Successors and Assigns; No Third-Party Beneficiaries.** Client shall not assign, delegate, subcontract, or transfer any right or obligation of the Agreement without the prior written approval of EES. The sale, dissolution, or merger, or other transfer of assets or controlling

interest of Client shall be deemed an assignment. EES may assign the Agreement or any of its rights under it to its affiliates or a subsequent owner. The Agreement is binding upon and inures to the benefit of the parties and their permitted successors and assigns. Persons or entities who are not a party to the Agreement (other than EES's affiliates and their respective successors and assigns, which are hereby express third-party beneficiaries of the Agreement) shall not have any rights under the Agreement. The parties hereby agree that nothing in the Agreement shall be construed as creating a right that is enforceable by any person or entity that is not (i) a party to the Agreement, (ii) a EES Affiliate, or (iii) a permitted successor assignee.

**12. Subcontractors.** EES may subcontract the Services to be performed under the Agreement without the prior written consent of Client and agrees to remain responsible for (1) the performance of, and (2) payment to, such subcontractor for services performed.

**13. Independent Contractor.** Each party is an independent contractor, and each party's personnel are not employees or agents of the other party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other party in any manner whatsoever. Nothing in this Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one party an agent of the other party.

**14. Excusable Delays.** EES shall not be responsible for any delay, failure to perform, or alteration of the Services due to any act, omission or failure to perform by Client, and Client may be responsible to EES for additional fees and costs associated therewith. Neither party shall be liable for any delay or failure in its performance under the Agreement (except for the payment of money) if and to the extent such delay or failure is caused by events beyond the reasonable control of the affected party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its reasonable effort to avoid or remove such causes of nonperformance and to complete delayed performance whenever such causes are removed.

**15. Choice of Law.** The Agreement is governed by and construed in accordance with the internal substantive laws of the state of California, without giving effect to any choice of law or other provision that would result in the application of the laws of any other jurisdiction. Any legal action, suit, or proceeding brought by a party in any way arising out of or relating to the Agreement shall be brought in the federal or state courts located in Orange County, California.

**16. Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered on the date of delivery by an overnight courier service or communicated by electronic transmission, or, if mailed, three (3) days after mailing by certified mail with postage prepaid (return receipt requested). Notices to EES and Client shall be addressed to the addresses provided below, or to such other address as either party shall designate in writing to the other from time to time.

Physical Address for Notice:  
475 Anton Boulevard  
Costa Mesa, CA 92626  
Attn: General Counsel, Law Department

Physical Address for Notice:  
  
Attn:

**17. Complete Agreement.** The Agreement, as supplemented or amended by any Schedule, sets forth the entire understanding of Client and EES with respect to the subject matter hereof, and the terms of the Agreement shall be superior to, control, and supersede all terms in any prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating thereto.

**18. Amendment.** The Agreement may only be amended in writing signed by authorized representatives of both parties.

**19. Survival.** Any provisions of the Agreement that would normally survive termination, shall survive termination of the Agreement for any reason.

**20. Authority to Sign.** Each party represents that (a) the person signing this STAC or any Schedule has all right, power and authority to sign on behalf of such party; (b) it has full power and authority and all necessary authorizations to comply with the terms of the Agreement and to perform its obligations hereunder; and (c) if it signs the Agreement with an electronic signature, it (i) shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act; (ii) hereby acknowledges its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of the Agreement based on the fact that the terms were accepted with an electronic signature; and (iii) shall ensure that its electronic signature EES shall comply with the confidentiality obligations of the Agreement.

**21. Attachments.** In addition to the DPA, the following documents are also attached to and incorporated within this STAC (in no particular order):

- A. Add Service Schedules
- B. Add Service Schedules
- C. Add Service Schedules

IN WITNESS WHEREOF, Client and EES sign and deliver this STAC as of the Effective Date set forth below.

**EES: Choose an entity**  
  
By: \_\_\_\_\_  
Signature (Duly Authorized Representative Only)

\_\_\_\_\_  
Print or Type Legal Name of Client  
  
By: \_\_\_\_\_  
Signature (Duly Authorized Representative Only)

Name: _____ Print
Title: _____

Name: _____ Print
Title: _____

**Data Privacy Addendum**

This Data Privacy Addendum (“**DPA**”) is agreed to by EES and Client, each a “**Party**” and together, the “**Parties**”. This DPA shall be effective as of the earlier of the Effective Date of the Agreement or the date that Personal Information is first Processed (as defined below) by EES. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

Because EES may use and/or process Personal Information to provide Services to Client, the Parties desire to establish each Party’s privacy obligations with respect to such Personal Information. The Parties will comply with the following, with respect to any Personal Information Processed by or on behalf of EES in connection with the provision of the Services. Any capitalized terms not defined in this DPA shall have the respective meanings ascribed to them in the Agreement and/or by Privacy Laws. Nothing in this DPA shall confer any benefits or rights on any person or entity other than the parties to this DPA. In the event of a conflict between the Agreement and this DPA, this DPA shall prevail. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations in this DPA, the Parties agree as follows:

**1. Definitions.**

- a. “**Privacy Law(s)**” means the laws and regulations of the United States which are applicable to the Processing of Personal Information in connection with the Services provided under the Agreement.
- b. “**Individual(s)**” means an identified or identifiable natural person to whom Personal Information relates.
- c. “**Personal Information**” means information received by EES from Client or from a third party on Client’s behalf that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Individual or household.
- d. “**Processing**” means any operation or set of operations that are performed on data or on sets of data, whether or not by automated means (“**Process**”, “**Processes**” and “**Processed**” shall have the same meaning).

**2. Processing of Personal Information.**

- a. **Relationship of the Parties.** As between the Parties, and as applicable, EES shall be a Processor and/or Service Provider and Client shall be a Controller and/or Business (each as such term is defined by Privacy Laws); if Client is a Processor and/or Service Provider to another Processor, Service Provider, Controller and/or Business, then EES shall be a sub-Processor and/or sub-Service Provider to Client. Notwithstanding the foregoing sentence, EES shall be a Controller and/or Business with respect to Personal Information of Client personnel that EES uses for the purpose of administering and managing its relationship with Client and/or delivering Services, including without limitation Client’s internal or external billing, marketing, information technology, and human resources contacts (“**Business Contact Information**”).
- b. **Details of the Processing.** The nature and purpose of the Processing, the duration of the Processing, and the rights and obligations of the Parties with respect to the Processing are as set forth in the applicable Schedule. Personal Information subject to Processing hereunder includes any Personal Information that Client, or third parties acting on Client’s behalf, determines they will make available to EES in connection with the Services, which may include payroll and employment data.
- c. **Client Responsibilities.** Client shall, in its use or receipt of the Services, ensure that the instructions for the Processing of Personal Information comply with all applicable Privacy Laws and the Agreement. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Information and the means by which Client obtained the Personal Information. Client represents and warrants that it has fulfilled all requirements, and has all rights, necessary for the provision of the Personal Information to EES for Processing and the provision of Services as set forth in the Agreement and this DPA.
- d. **EES Responsibilities.** EES shall Process Personal Information only for the limited and specified purpose of performing the Services specified in the Agreement, or as otherwise permitted by this DPA and in compliance with applicable Privacy Laws. Except as permitted by Privacy Laws, EES shall not combine Personal Information received pursuant to the Agreement with personal information EES (i) receives from or on behalf of a third party or (ii) collects from its own interaction with an Individual. Unless otherwise agreed upon by the parties, EES shall not sell Personal Information (as “sell” is defined by Privacy Laws) or share Personal Information for online behavioral advertising to any third party other than, (a) to any Client designee in accordance with Client’s written direction, provided that Client shall notify EES of any binding Rights Requests (as defined below) to opt out of such sales or sharing, or (b) as may be required by applicable law. To the extent required by Privacy Laws, EES shall notify Client if it makes a determination that it can no longer meet its obligations under Privacy Laws, and EES will use commercially reasonable efforts to assist Client to stop and remediate unauthorized Processing of Personal Information within EES’s possession or control.

- e. **EES Personnel.** EES shall implement reasonable safeguards designed to ensure that access to Personal Information is restricted to only those EES personnel who have a need to know such information to enable EES to perform its obligations under the Agreement and this DPA. EES's personnel engaged in the Processing of Personal Information shall be informed of the confidential nature of the Personal Information, have received training regarding their responsibilities with respect to Personal Information, and are aware of their obligations of confidentiality with respect to Personal Information.
- f. **EES Subcontractors.** Client acknowledges and agrees that EES may use Sub-processors to process Personal Information in accordance with the provisions within this DPA. Where EES subcontracts any of its rights or obligations concerning Personal Information to a Sub-processor, EES will (i) take steps to select and retain Sub-processors that are capable of maintaining appropriate privacy and security measures to protect Personal Information consistent with CCPA and other Data Protection Laws; and (ii) enter into a written agreement with each Sub-processor that imposes obligations on the Sub-processor that are no less restrictive than those imposed on Supplier under this DPA. Any such Sub-processors will be permitted to obtain Personal Information only to deliver the Services EES has retained them to provide consistent with the Services EES is obligated to provide Client hereunder, and they are prohibited from using Personal Information for any other purpose.

**3. Rights of Individuals.** EES shall, to the extent legally required, notify Client within a reasonable time period if EES receives a question or request from an Individual directed to EES or Client relating to such Individual's Personal Information, or exercise of statutory rights with respect to Personal Information, except to the extent such information is Business Contact Information ("**Rights Request**"). EES shall, to the extent required by Privacy Laws, implement and maintain processes and procedures designed to assist Client in fulfilling Client's obligations to respond to Rights Requests and provide reasonable assistance to Client to the extent necessary to fulfill Client's obligations to respond to an Individual's Rights Request, in each case to the extent Client does not otherwise reasonably have access to the information and/or capabilities necessary to respond to such Rights Request. This assistance includes, without limitation and to the extent required by Privacy Laws, deletion from production environments of Personal Information requested by Client within a reasonable period following receipt of Client's request in a manner designed to allow Client to meet applicable deadlines under Privacy Laws. EES shall not respond directly to an Individual regarding a Rights Request except where and to the extent EES is required to do so by applicable law.

#### **4. Information and Audit Requirements; Privacy Impact Assessments**

- a. Upon reasonable request from Client, at Client's expense, and to the extent required by Privacy Laws, EES shall provide reasonable information to Client to the extent necessary to demonstrate EES's compliance with Privacy Laws.
- b. If and to the extent required by Privacy Law, EES will, at EES's discretion: (i) arrange for a qualified and independent assessor to conduct an assessment of EES's policies and data protection measures using an appropriate and accepted control standard or framework and assessment procedure (such as, without limitation, ISO 27001 or SOC 2 Type 2) and provide a report of the assessment to Client upon request; or (ii) permit Client to engage a mutually agreed upon third party to audit EES solely for the purposes of meeting Client's audit requirements under Privacy Law. With respect to the audit in (ii) above, unless otherwise required by applicable Privacy Law, such audit shall be limited to once per calendar year; Client may request an audit by submitting a detailed audit plan at least four (4) weeks in advance of the proposed audit date describing the proposed scope, duration, and start date of the audit; such audit must be conducted during EES's regular business hours, subject to EES's policies, and may not unreasonably interfere with EES's business activities; and any such audits are at the Client's expense.
- c. EES will reasonably cooperate with Client, at Client's expense, if Client is required by applicable Privacy Law to conduct a privacy impact assessment with respect to Processing conducted by EES.
- d. Any request for EES to provide assistance with an audit or privacy impact assessment is considered a separate service. Before the commencement of any such audit or assessment, Client and EES shall mutually agree upon the scope, timing, and duration of the audit or assessment in addition to the reimbursement rate for which Client shall be responsible. Client shall reimburse EES for any time costs incurred with respect to any audit or assessment subject to payment terms in the Agreement. All reimbursement rates shall be reasonable, taking into account the resources expended by EES. Client shall promptly notify EES with information regarding any non-compliance discovered during an audit or assessment.

**5. Deletion of Personal Information.** EES shall delete Personal Information in accordance with EES's data retention policies, Privacy Laws, and in a manner consistent with the terms of the Agreement. Upon request from Client upon termination of Services, EES shall return at EES's expense, or delete as provided above, Personal Information that is not Business Contact Information that is received from Client except where retention of such data is required by law.

**6. Security Breach Notice.** EES shall notify Client without undue delay after it becomes aware of any breach of security with respect to Personal Information and shall provide reasonable information and assistance to Client in connection with Client's obligations under Privacy Laws to notify third parties regarding such breach of security.

**7. Duration.** This DPA shall remain in effect until, and automatically expire upon, deletion of all Personal Information by EES as described in this DPA.

**8. Security.** In addition to any express information security terms set forth in the Agreement, EES shall implement and maintain reasonable security procedures and practices appropriate to the nature of information received, and designed to protect the confidentiality, availability, and integrity of Personal Information.

**9. Changes in Privacy Laws.** In the event any state or federal law, rule, or regulation results in material changes to the Parties' consumer data privacy obligations in the provision of the Services, EES may revise this DPA, which shall be provided to Client upon request.

10. **Legal Effect.** This DPA shall only become legally binding between Client and EES when the STAC is signed by both Parties.