

EXPERIAN DATA PRIVACY ADDENDUM - US

This Data Privacy Addendum (“**DPA**”) is incorporated into, and forms part of the Standard Terms and Conditions entered into between Experian and Supplier. Supplier provides services to Experian under the Standard Terms and Conditions (the “**Agreement**”) in which Supplier Processes Experian Personal Information. This DPA establishes each Party’s obligations with respect to Personal Information pursuant to Applicable Privacy Laws. Experian and Supplier shall be known individually as “**Party**” and collectively as the “**Parties**”.

The following terms shall apply to all Supplier Processing of Experian Personal Information pursuant to the Agreement, and shall run concurrently with the Agreement:

1. DEFINITIONS.

The following capitalized terms shall have the meaning set forth in this Section. Any capitalized term not defined in this DPA shall have the meaning set forth in the Agreement.

- (a) “**Applicable Privacy Laws**” means all applicable United States federal and state data protection and privacy laws, rules, and regulations that relate to the collection and processing of Personal Information, including: (a) the California Consumer Privacy Act of 2018, (b) the California Privacy Rights Act of 2020, (c) the Virginia Consumer Data Protection Act, (d) the Colorado Privacy Act, (e) the Utah Consumer Privacy Act, (f) the Connecticut Data Privacy Act, and (g) any subsequently enacted privacy law within the United States, together with any amendment, rules, and regulations promulgated pursuant to any of the foregoing.
- (b) Each of “**Business**,” “**Collects**” (and “**Collected**” or “**Collection**”), “**Consumer**,” “**Controller**,” “**Business Purpose**,” “**Processing**,” “**Sell**” (and “**Selling**,” “**Sale**,” and “**Sold**”), “**Service Provider**,” “**Share**,” and “**Subcontractor**” shall have the meanings given to each such term or equivalent defined term as set forth in the Applicable Privacy Law(s).
- (c) “**Business Purpose**” means the specified uses and Processing limitations for Personal Information as set forth in the applicable Schedule.
- (d) “**Controller**” means a Controller or Business, as specified by Applicable Privacy Law, and refers to the entity that directs the means and processing of Personal Information.
- (e) “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, or as otherwise specified in Applicable Privacy Law. “**Personal Information**” may include social security numbers; non-publicly available government issued identifiers; financial account information; information, including inferences, about an individual’s health or medical conditions or diagnoses; biometric information; ethnicity or race, religion, or philosophical beliefs; and sexual orientation or preferences (collectively “**Sensitive Information**”) and/or may exclude public record information and information that is deidentified, aggregated, or otherwise exempt under Applicable Privacy Laws.
- (f) “**Processor**” (and means a Processor or Service Provider, as specified in Applicable Privacy Law, and generally means the entity that Processes Personal Information on behalf of, and at the direction of, a Controller.

2. APPLICATION & SCOPE.

- (a) This DPA shall apply to: (i) Experian Selling or Sharing Personal Information to Supplier as a Controller, and (ii) Supplier Processing such Personal Information as a Processor.
- (b) Experian shall be designated as a Controller and Supplier as a Processor with respect to the Personal Information provided by Experian to Supplier for Processing pursuant to the Agreement.
- (c) This DPA is made a part of, is subject to, and by this reference, is incorporated into the Agreement. In the event of any conflict or inconsistency between the provisions of this DPA and any provision of the Agreement, the provisions of this DPA shall prevail with respect to such subject matter to the extent of such conflict.
- (d) This DPA shall be governed by and construed in accordance with governing law set forth in the Agreement, except as and to the extent the Applicable Privacy Laws mandatorily apply.

3. GENERAL TERMS.

- (a) Neither Party has any basis to believe that it will be unable to comply with the provisions of this DPA. If a Party determines that an element of such Party’s performance does not, or no longer can, comply with Applicable Privacy Laws, then such Party shall cease to perform such activities and promptly notify the other Party of such determination.

- (b) Each Party is required to notify the other Party if it can no longer meet its obligations with respect to Applicable Privacy Laws and is permitted to, upon notice, take steps to stop and remediate unauthorized use and disclosure of Personal Information to comply with Applicable Privacy Laws, including termination of the affected Schedule(s).
- (c) Supplier shall implement and maintain reasonable information security procedures and practices, appropriate to the nature of the Personal Information and the risks of any unauthorized disclosure, to protect the Personal Information from and against unauthorized disclosure.
- (d) Supplier shall permit Experian to take reasonable steps to verify that Supplier uses the Personal Information provided by Experian in accordance with its obligations under Applicable Privacy Laws and this Agreement.
- (e) The Parties shall synchronize with each other's latest data file as provided as part of the services through standard process agreed upon by the Parties to ingest any applicable Consumer Personal Information opt-out or deletion requests to Experian or Supplier pursuant to Applicable Privacy Laws. Each Party shall apply such Consumer elections against any Personal Information provided by the other Party and cease use of such Personal Information relating to such Consumer in accordance with Applicable Privacy Laws.

4. SUPPLIER AS A PROCESSOR.

- (a) Supplier shall only use, retain, and Process Experian Personal Information in such manner and to the extent necessary for Supplier to provide the services to Experian pursuant to the Agreement, comply with Experian's written instructions, or to comply with a legal obligation, in which case Supplier will notify Experian of such legal obligation, unless prohibited by Applicable Law.
- (b) Supplier shall not (i) Process Experian Personal Information for Supplier's own purposes or benefit, (ii) Sell Experian Personal Information, (iii) retain, use, process, distribute, or disclose the Experian Personal Information for any purpose other than for the Business Purpose; or (iv) combine Experian Personal Information with any other data in a manner that would breach the Agreement or violate Experian's written instructions.
- (c) In the event Supplier utilizes any Subcontractors, sub-processors, service providers or other third parties (together, "Third Party" or "Third Parties") to perform any Processing of Personal Information subject to this Section, Supplier shall obtain Experian approval for any such Subcontractor prior to allowing such Subcontractor to access Experian Personal Information. Supplier shall obligate such Third Party to comply with all applicable provisions of this DPA, including compliance with all Applicable Privacy Laws and to notify Experian if such Third Parties are unable to comply with their obligations under Applicable Privacy Laws.
- (d) Supplier shall notify Experian of any such Third Party's Processing purposes and afford Experian the opportunity to reject any Third Party.
- (e) Upon Experian's specific request, Supplier shall provide Experian reasonable assistance to facilitate Experian response to any correspondence, inquiry or complaint received from a consumer or any State enforcement authority in connection with the Collection or Processing of Experian Personal Information. Supplier will, upon Experian's instructions, assist Experian to: (a) delete (and require any Third Parties to delete) Experian Personal Information in accordance with a Consumer's request and Applicable Privacy Laws; and (b) provide Personal Information to facilitate Experian's response to a Consumer access request pursuant to Applicable Privacy Laws.
- (f) To the extent Supplier retains Experian Personal Information for the purposes of performance under the Agreement in excess of thirty (30) days, Supplier shall implement and maintain reasonable processes and procedures to delete Experian records that include Personal Information in response to Supplier Consumer Personal Information deletion requests in accordance with Applicable Privacy Laws. Supplier shall delete from Experian data files all such Consumer records identified for deletion within a reasonable period following receipt of Experian's request not to exceed ten (10) days. Supplier shall confirm each such record deletion to Experian by standard processes and technical specifications.
- (g) If Supplier receives a Consumer question or request directed to Supplier or related to Experian Personal Information, or consumer exercise of statutory rights with respect to Experian Personal Information, then Supplier shall direct such Consumer to Experian's public website for disposition within five (5) business days.
- (h) In addition to any other security standards agreed upon by the Parties in the Agreement, Supplier shall implement and maintain security, technical, and organizational measures appropriate to the nature of the Experian Personal Information and the risks that any unauthorized disclosure of Personal Information may pose, from and against unauthorized disclosure. Supplier shall maintain these measures until one (1) year after Supplier has deleted, destroyed or returned all Experian Personal Information in accordance with the Agreement.
- (i) Supplier shall notify Experian within twenty-four (24) hours after becoming aware of a security incident regarding Experian Personal Information and shall provide timely information relating to the security incident as it becomes known or is reasonably requested by Experian.

- (j) To the extent required by Applicable Privacy Laws, Supplier shall allow and cooperate with reasonable Experian assessments of Supplier information security policies and procedures or Experian's designated assessor or arrange for a qualified and independent assessor to assess the Supplier information security policies and technical and organizational measures in support of its obligations under Applicable Privacy Laws.
- (k) Upon Experian's reasonable request, Supplier shall promptly provide all information reasonably necessary for Experian to comply with its obligations under Applicable Privacy Law.

5. CHANGES IN PRIVACY LAWS.

In the event that any Applicable Privacy Laws are promulgated on or after the Effective Date of the Agreement that mandate that a Controller or Processor execute contractual terms for the processing of Personal Information provided by a Party pursuant to this Agreement that are not set forth in this DPA, then Experian shall set forth such mandatory legal requirements at www.experian.com/privacylaw and such obligations shall be deemed incorporated into this DPA and be binding upon the Parties as if set forth in this DPA.