

Personally Identifiable Information (PII) Supplemental Terms and Conditions

This supplements the confidentiality requirements of Section 16 of the Non-Production Global Terms and Conditions, or supplements the terms and conditions which apply to the relevant Purchase Agreement or Purchase Order. These obligations shall survive the completion of the provision of the Goods and Services.

Personally Identifiable Information

Definition: Personally Identifiable Information ("PII") is information in any format about an identifiable individual and includes, but is not limited to, name, address, phone number, e-mail address, account number(s), identification number(s), any other actual or assigned attribute associated with or identifiable to an individual, and any information that when used separately or in combination with other information could identify an individual.

No Seller Ownership: PII (i) furnished by Buyer to Seller and PII (ii) developed or otherwise acquired by Seller in providing Goods and Services related to or using PII, shall be the exclusive property of Buyer.

PII Use and Protection: Seller shall protect and secure PII and comply with all applicable privacy and data protection laws and any Buyer privacy or data protection policies and procedures which are provided to Seller or of which Seller is otherwise made aware by Buyer. Seller shall use PII only to provide Goods and Services to Buyer or as specifically directed in writing by Buyer and shall only reproduce PII to the extent necessary for these purposes. Seller will implement and maintain reasonable and appropriate administrative, technical, and physical safeguards to (i) protect the security, confidentiality, and integrity of PII; (ii) ensure against anticipated threats or hazards to the security or integrity of PII; and (iii) protect against unauthorized access to or use of PII. These safeguards include, without limitation, a written data security plan, employee training, information access controls, restricted disclosures, systems protections (e.g., intrusion protection, data storage protection, and data transmission protection), and physical security measures.

Seller Disclosure of PII: In addition to the use and protection requirements described in the preceding paragraph Seller's disclosure of PII also is subject to the following requirements:

(A) Seller employees: Seller shall not disclose PII to its employees or allow its employees access to PII except (i) for Seller's employees who require PII to provide Goods and Services; (ii) with the prior written approval of Buyer; or (iii) as required by applicable law. When permitted, the disclosure or access to PII shall be limited to the specific information necessary for the employee to complete the assigned task. Seller shall inform employees with access to PII of the confidentiality requirements set forth in this document and train its employees with access to PII on the proper use and protection of PII.

(B) Third Parties: Seller shall not sell, disclose, provide, or exchange PII to any third party other than Seller's service providers as provided in this subparagraph B. Seller may disclose PII to a service provider when the disclosure is required for Seller to obtain products or services necessary for Seller to complete its obligations to deliver Goods and Services after notice to Buyer subject to Buyer's consent. When permitted, the disclosure or access to PII shall be limited to the specific information necessary for the service provider to complete the assigned task.

Seller will ensure that the third party to whom Seller is permitted to transfer or provide access to PII signs a written agreement with Seller in which the third party agrees to assume the same obligations as Seller under this section, including but not limited to, restricting its use of PII to the use specified in the agreement between Seller and the third party (which use must be in furtherance of and limited to Seller's performance of its obligations hereunder), complying with all applicable law and Seller's and Buyer's privacy policies and providing notice of any actual or suspected security breach, unauthorized access, misappropriation, or other compromise of the security, confidentiality, or integrity of PII. Seller is responsible for the acts or omissions of its employees and any third party to whom it transfers or provides access to PII.

Seller will not be in violation of its obligations hereunder when disclosure to a third party is required pursuant to (i) federal, state, provincial, or municipal laws or regulations, or (ii) the rules or regulations of any governmental agency provided Seller provides Buyer with prompt written notice in advance of requested disclosure to provide an opportunity for Buyer to object to the required disclosure.

Notice of Breach: Seller will notify Buyer immediately in the event of an actual or suspected security breach, unauthorized access, misappropriation, or other compromise of the security, confidentiality, or integrity of PII including without limitation upon Seller's receipt of notice of a security breach from a permitted supplier pursuant to section "Seller Disclosure of PII," subparagraph B above and, where applicable, immediately take action to prevent any further breach.

Disposal: Promptly upon the earlier of the completion of the Purchase Order related to or using PII or the request of Buyer, all PII in any medium, in Seller's possession or under its control shall be (i) destroyed in a manner that prevents its recovery or restoration or, (ii) if so directed by Buyer, returned to Buyer without Seller retaining any actual or recoverable copies thereof, in both instances without charge to Buyer.

Cooperation: Seller will cooperate with and provide information to Buyer regarding Seller's compliance with these provisions. Seller and Buyer further agree to modify this Agreement as necessary from time to time for either party to comply with applicable legislation, rules, and regulations concerning privacy and safeguarding of PII. Seller shall refer any person seeking access to any PII to Buyer.

Security Certification/Assessment: Seller shall upon Buyer's request and at Seller's expense submit to a third-party security certification/assessment of any environment handling Buyer personally identifiable information for any purpose. Such certification/assessment may include but is not limited to a thorough review of security practices at external environments where Buyer infrastructure, data, or applications are hosted. Upon request, the Seller will use an approved third-party certification/assessment acceptable to Buyer and provide Buyer with the results.

Business Contact Information: The requirements of this PII Supplement do not apply to: (i) Buyer's employees' business contact information (name and business address, business phone number, and e-mail address) used solely by Seller for business contact purposes to carry out its obligations to deliver Goods and Services and (ii) PII which is not furnished by Buyer to Seller or developed or otherwise acquired by Seller in providing Goods and Services related to or using PII.

Controlling Language: The English version of this PII Supplement will apply in the event of any disagreement over any translation.