

CALLAHAN & ASSOCIATES DATA SECURITY AGREEMENT

This Data Security Agreement ("DSA") forms part of the Master Client Services Agreement (the "Agreement") between Callahan & Associates, 1001 Connecticut Avenue NW, Suite 1001, Washington DC ("Company") and [INSERT NAME and ADDRESS] ("Vendor") referred to jointly as the "Parties" and individually as the "Party."

WHEREAS, on [DATE], Company and Vendor executed the Agreement. In performance of the Agreement, Vendor may access, process, store, create, or transfer (collectively "Process"), Personal Information on behalf of Company in accordance with the provisions of this DSA.

and

WHEREAS, the Parties seek to enumerate their rights and obligations with respect to activities related to the Processing of Personal Information in accordance with applicable Data Privacy and Security Laws.

NOW, THEREFORE, in consideration of the following mutual covenants, the Parties agree as follows:

1. **DEFINITIONS.** The following terms shall have these meanings:

1.1 **Personal Information** shall mean information, data, or records that are accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with performance under the Agreement or any related statement of work ("SOW") between the parties, in whatever form including but not limited to paper, electronic or oral, that are personal information or personal data, as defined by applicable Data Privacy and Security Laws.

1.2 **Data Privacy and Security Laws** shall mean all U.S. federal, state, and local laws and regulations including, but not limited to the Massachusetts data security regulations located at 201 CMR 17.00 et seq., as amended, the California Consumer Privacy act ("CCPA"), and any data protection laws or regulations substantially amending, replacing, or superseding such, as applicable to the Processing of Personal Information under the Agreement, this DSA, or any related SOW.

2. **LIMITATIONS ON ACCESS, USE AND DISCLOSURE OF PERSONAL INFORMATION.**

2.1. Vendor shall maintain any Personal Information in confidence to be used solely for purposes of providing services under the Agreement and any related SOW and shall ensure that persons authorized to process the Personal Information are informed of the obligations under this DSA and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

2.2. Vendor shall not Process collect, retain, use, disclose, or sell Personal Information for purposes other than to perform the services specified in the Agreement and any related SOW. Without limiting the foregoing, Vendor shall Process Personal Information solely in accordance with the written instructions of Company as set forth in the Agreement, this DSA, and any related SOW.

- 2.3. Vendor shall ensure that, except as required by law, Personal Information will be processed only by Vendor's employees, officers, subcontractors, independent contractors or agents who need to know or access the relevant Personal Information and solely as necessary and appropriate to carry out services under the Agreement.
- 2.4. Vendor will not, directly or indirectly, disclose Personal Information to a third party (subcontractor, independent contractor, agent, etc.) without express written consent from Company; provided, however, that in the event such information is requested by a law enforcement authority or governmental authority (or is required to be divulged by law or regulation) Vendor shall give advance notice of such disclosure requirement to Company and shall give Company a reasonable opportunity to object to and contest such disclosure, including by seeking a protective order or other appropriate remedy.
- 2.5. In the event Vendor is permitted hereunder to disclose Personal Information to a third party (subcontractor, independent contractor, agent, etc.), Vendor shall obtain the written agreement from such third party agreeing to be subject to terms and conditions substantially similar to those contained in this DSA.
- 2.6. To the extent Vendor maintains Personal Information or is otherwise required or authorized by applicable Data Privacy and Security Laws, Vendor shall assist Company with fulfilling Company's obligations to respond to requests for exercising an individual's rights. Vendor shall notify Company without undue delay of any request to Vendor from an individual to exercise rights including but not limited to requesting information relating to the processing of their Personal Information and deleting their Personal Information. Vendor shall not act on such request unless Vendor has received written authorization from Company.
- 2.7. Vendor shall notify Company without undue delay of any request for information from or complaint by a regulatory authority concerning the Company's information systems or the Company's Personal Information.
- 2.8. Except as otherwise provided herein, Vendor may not modify or destroy any Personal Information.
- 2.9. Vendor shall notify Company in writing prior to transferring its assets to a third party as part of a merger, acquisition, bankruptcy, or other transaction in which a third party assumes control of all or part of the Vendor's business. Company Personal Information shall be excluded from Vendor's assets for the purpose of the merger, acquisition, bankruptcy, or other transaction.

3. **REASONABLE SAFEGUARDS.**

- 3.1. Vendor shall use reasonable safeguards to prevent any access, use, modification, disclosure or destruction of Personal Information other than as permitted under the Agreement, this DSA, or any related SOW which shall include but not be limited to administrative, physical and technical safeguards as necessary and appropriate to protect the confidentiality, security, integrity and availability of Personal Information, as required under the applicable Data Privacy and security Laws.
- 3.2. A **Breach of Personal Information** ("Breach") shall have the meaning as defined by applicable Data Privacy and Security Laws.

3.2.1 Vendor shall report a known or suspected Breach of Personal Information to Company without unreasonable delay but not later than 72 hours after becoming aware of the Breach of Personal Information. Vendor shall provide such report by e-mailing **Callahan@Callahan.com**. In the event of a Breach of Personal Information, Vendor shall provide Company with (i) the name and contact information for an employee of Vendor who shall serve as Company's primary contact and will be available to assist Company at all times in resolving obligations associated with a Breach of Personal Information; (ii) information about the nature of the Breach, (iii) the categories of Personal Information affected, (iv) the categories and number of Data Subjects affected, (v) the number of Personal Information records concerned; (vi) information about the measures Vendor has taken or proposes to take to address the Breach, and (vii) comply with all reasonable requests to assist in the investigation and mitigation of the Breach of Personal Information. Without limiting the foregoing, Company shall make the final decision on whether and how to notify any Company employees, customers, and/or the general public of a Breach, subject to applicable law.

3.3. During the term of this Agreement or if longer, for as long as Vendor maintains Personal Information, Vendor will carry and maintain at its own expense network security/breach/cyber insurance coverage through a reputable carrier. Such insurance shall provide coverage for, among other things, costs, fees and expenses incurred by Company to respond to a Breach of Personal Information that is attributable to a breach of the obligations under the Agreement, this DSA, or any related SOW by Vendor, including the cost of credit monitoring services and legal fees pertaining to compliance and defense costs relating to third party claims arising out of the breach or unauthorized access or acquisition.

4. **COMPLIANCE WITH DATA PRIVACY AND SECURITY LAWS.** Vendor shall comply with all applicable federal, state and local Data Privacy and Security Laws, regulations and ordinances relating to the Processing of Personal Information.

5. **TERM, TERMINATION AND RETURN OF PERSONAL INFORMATION.**

5.1. The duties and obligations under this DSA shall commence as of the Effective Date (or, if earlier, the first date any Personal Information was provided to or is accessible by Vendor).

5.2. Following expiration or termination of the Agreement (the "Termination Date"), Vendor shall promptly, and in any event within fifteen [15] days of the Termination Date, securely destroy or return to Company all Personal Information that Vendor obtained in connection with performing the services under the Agreement and delete and procure the deletion of all copies of Company Personal Information Processed by any subcontractor, independent contractor, agent, etc.

5.3. Vendor shall provide written confirmation to Company that it, and each subcontractor, independent contractor, agent, etc., has fully complied with paragraph 5.2, above.

5.4. Vendor may retain Personal Information following the Termination Date, subject to the following restrictions:

- only to the extent required by applicable law;

- only for such period as required by applicable law; and
- only to the extent required for Vendor's legitimate business purposes or established data retention schedule.

5.5. Vendor shall ensure, at all times, the confidentiality of all such retained Personal Information and ensure that retained Personal Information is only Processed as necessary for the purpose(s) specified in the applicable law requiring its storage and for no other purpose.

6. **COMPLIANCE OVERSIGHT.** The Company has the right to verify Vendor's compliance with this DSA by assessment, inspection, or other reasonable means. Vendor shall, upon the Company's written request, make available during normal business hours such information as the Company may reasonably request relating to compliance with this DSA. Such information shall be provided to the Company or its designee, in order that the Company may verify Provider's compliance. Vendor shall fully cooperate with such verification process and Company shall treat the information provided by Vendor as confidential. Company shall provide Vendor with the results of any such verification process performed. Any such verification process shall (i) be performed at Company's sole cost and expense, (ii) not last more than 3 business days, and (iii) may not be conducted more than one time per 12-month period.
7. **INDEMNITY.** Notwithstanding anything to the contrary in the Agreement, Vendor shall indemnify, defend and hold harmless Company and all of its affiliates, divisions, members, directors, officers, employees, attorneys, agents, insurers, fiduciaries, successors and assigns ("Company Indemnified Persons") from and against any and all claims, suits, causes of action, inquiries, audits, investigations, and other legal, equitable, regulatory or other proceedings as well as any judgments, liabilities, damages, penalties, fines, costs, expenses, fees or other monetary sums (including but not limited to reasonable attorneys' fees and costs) which may be imposed on or incurred by or instituted against any such Company Indemnified Persons relating to or arising out of: (a) Vendor or Vendor's sub-contractor's breach of this DSA; or (b) Vendor or Vendor's sub-contractor's negligence regarding the Processing of Personal Information.
8. **NO THIRD PARTY BENEFICIARY.** Nothing in this DSA, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this DSA on any persons other than the parties to it and their respective successors and permitted assigns, nor shall any provisions give any third parties any right of subrogation or action against any party to this DSA.
9. **SEVERABILITY AND WAIVER.** If any part, term or provision of this DSA shall be held void, illegal, or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby. The failure of the Company or Vendor to object or to take affirmative action with respect to any conduct of the other which is in violation of this DSA shall not be construed as a waiver of that violation or any prior or future violations of this DSA.
10. **ENTIRE AGREEMENT.** This DSA sets forth the full and complete understanding of the Parties hereto with regard to its subject matter. No amendment or modification of, or supplement to this DSA shall be binding unless duly executed in writing by each of the parties hereto.

11. **COUNTERPARTS.** This DSA may be executed in one or more counterparts and all such counterparts shall constitute one and the same DSA and shall become effective when one or more counterparts have been signed by each party and delivered to the other party (which delivery may occur by facsimile or other secure electronic transmission without the need to obtain signed originals).