



An ESCO Technologies Company

ISO 9001
& AS 9100
Certified

VACCO INDUSTRIES
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PRIVACY ADDENDUM

This Privacy Addendum, dated as of July 1, 2020 (“Addendum”), is between **VACCO Industries**, located at 10350 Vacco Street, South El Monte, CA 91733 (“Company”), and the undersigned party identified on the signature page of this Addendum (“Vendor”, and together with Company, the “Parties” and each a “Party”).

RECITALS

A. Vendor provides services to Company pursuant to the terms of an agreement between the Parties (the “Agreement”).

B. The Parties desire to set forth certain terms and conditions relating to the Agreement and the Parties’ obligations relating to data privacy.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Addendum, and for other good and valuable consideration, the sufficiency of which is hereby acknowledges, the Parties agree as follows:

1. Definitions. For purposes of this Agreement:

a. “CCPA” means the California Consumer Privacy Act of 2018, Cal. Civil Code. §1798.100, et seq., as amended, including any applicable regulations and guidance.

b. “Data Privacy Laws” means all applicable federal, state, and local laws, rules, regulations, directives and governmental requirements relating to privacy, confidentiality or security of Personal Information, including without limitation to the extent applicable, the CCPA.

c. “Information Security Incident” means any actual or suspected unauthorized or accidental access to or loss, use, disclosure, modification, destruction, acquisition or processing of any Personal Information.

d. “Personal Information” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, in each case, that may be (A) collected, maintained or otherwise processed on behalf of Company at any time by Vendor in anticipation of, in connection with, or incidental to the performance of the Agreement; or (B) derived by Vendor from such information.

e. “Process” (and its derivatives) means any operation or set of operations performed upon Personal Information, whether or not by automatic means, including, without limitation, creating, collecting, aggregating, obtaining, accessing, recording, organizing, storing, altering, retrieving, using, disclosing, disseminating, making available, aligning, combining, restricting, erasing and/or destroying.

2. Vendor's Obligations. Vendor represents, warrants and agrees as follows:

- a. Vendor shall comply with all Data Privacy Laws.
- b. Vendor is acting solely as a service provider with respect to Personal Information for purposes of the CCPA.
- c. Vendor shall not sell Personal Information. Vendor shall not retain, use, disclose or otherwise Process Personal Information (i) for any purpose, including any commercial purpose, other than for the purpose of providing services to Company under the Agreement (the "Purpose"), or (ii) outside the direct business relationship between Company and Vendor, in each case except as expressly permitted for service providers under the CCPA.
- d. Vendor shall promptly comply with any Company request or instruction requiring the Vendor to provide, amend, transfer, or delete the Personal Information, or to stop, mitigate, or remedy any unauthorized processing. If Vendor is unable comply with any such request or instruction to delete any Personal Information for reasons permitted under Data Privacy Laws, Vendor shall promptly (i) inform Company in writing, (ii) ensure the privacy, confidentiality and security of such Personal Information, and (iii) delete the Personal Information promptly after such reason for refusal has expired.
- e. Vendor shall promptly inform Company in writing of any requests from individuals with respect to Personal Information, including without limitation, any request to exercise rights under Data Privacy Laws. Vendor shall direct the requesting individual to submit the request directly to Company or to contact the Company as described in Company's then-current privacy policy. Vendor shall reasonably cooperate and assist Company with meeting Company's obligations under Data Privacy Laws. Vendor shall respond to such requests only as specifically directed by Company and in accordance with Company's written instructions and this Addendum.
- f. If the Purpose requires the collection of Personal Information from individuals on Company's behalf, Vendor shall provide any notices regarding such collection and use to such individuals as may be required by any Data Privacy Laws.
- g. Vendor shall not sell, share, transfer, disclose, make available or otherwise provide access to any Personal Information to any third party, or contract any of its rights or obligations concerning Personal Information, unless Company has authorized Vendor to do so in writing. To the extent approved by Company in writing, if Vendor provides a third party with access to Personal Information, or contracts any of its rights or obligations concerning Personal Information to a third party, Vendor shall enter into a written agreement with each such third party that imposes obligations on the third party that are equivalent to those imposed on Vendor under this Addendum and requires such third party to provide at least the same level of protection of Personal Information as is required by this Addendum. Vendor shall remain responsible and fully liable to Company for compliance with the Agreement and this Addendum with respect to such third party, including without limitation such third party's performance of its obligations.
- h. Vendor has no reason to believe any CCPA requirements or restrictions prevent it from providing services to Company or otherwise performing its obligations under the Agreement or this

Addendum. Vendor certifies that it understands and will comply with the requirements and restrictions set forth in this Section 2.

3. CCPA Acknowledgements. The Parties acknowledge and agree that the Personal Information the Company discloses to Vendor is provided to Vendor for a business purpose, and Company does not sell Personal Information to Vendor in connection with the Agreement or this Addendum. During the time the Personal Information is disclosed to Vendor, Company has no knowledge or reason to believe that Vendor is unable to comply with the provisions of this Addendum.

4. Confidentiality; Data Security.

a. Vendor shall hold in strict confidence all Personal Information and Vendor will Process Personal Information only to the extent, and in such manner, as is necessary to provide services for or on behalf of Company under the Agreement and this Addendum to accomplish the Purpose. Vendor shall ensure that Vendor's employees, agents, contractors and representatives ("Vendor Personnel") are granted access to Personal Information on a need-to-know basis only, that they comply with the terms of this Addendum, and that they are subject to duly enforceable contractual or statutory privacy, confidentiality and security obligations that are substantially similar to those required by this Addendum or the Agreement.

b. Vendor shall develop, implement and maintain a comprehensive written information security program that complies with applicable Data Privacy Laws, as well as the terms and conditions of this Addendum and the Agreement. Vendor's information security program shall include reasonable and appropriate administrative, technical, physical, organizational and operational safeguards and other security measures to (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Information; and (iii) protect against any Information Security Incident. These measures shall include, as appropriate and without limitation, pseudonymization, deidentification, aggregation or encryption of the Personal Information; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to the Personal Information in a timely manner in the event of a physical or technical incident; and a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of Personal Information. In assessing the appropriate level of security Vendor shall take into particular account the risks that are presented by Processing of Personal Information, particularly risks of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information transmitted, stored or otherwise processed.

c. Vendor shall exercise necessary and appropriate supervision over Vendor Personnel to maintain the privacy, confidentiality and security of Personal Information in accordance with this Addendum. Vendor shall provide training, as appropriate, regarding the privacy, confidentiality, and information security requirements set forth in this Addendum to relevant Vendor Personnel who have access to Personal Information.

d. On termination of the Agreement or this Addendum for any reason or expiration of its term, Vendor will securely return and not retain or, if directed in writing by Company, destroy, all or any Personal Information related to this Addendum or the Agreement in its possession or control. If any Data Privacy Law, or government or regulatory body requires Vendor to retain any documents or materials that

Vendor would otherwise be required to return or destroy, it will notify Company in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends. Vendor may only use this retained Personal Information for the required retention reason or audit purpose. Vendor will certify in writing that it has destroyed the Personal Information within 30 days after it completes destruction.

e. Vendor shall notify Company immediately in writing of any subpoena or other judicial or administrative order by a governmental authority or proceeding seeking access to or disclosure of Personal Information. Company shall have the right to defend such action in lieu of and/or on behalf of Vendor. Company may, if it so chooses, seek a protective order and Vendor shall reasonably cooperate with Company in such defense.

5. Indemnification. Vendor agrees to indemnify and hold Company, and its affiliates, and their respective officers, directors, employees, representatives and agents (“Indemnified Parties”) harmless from and against any claims, liabilities, losses, costs, expenses, obligations (including attorneys’ fees and costs of investigation) (collectively, “Losses”) incurred by the Indemnified Parties that arise out of or in connection with (i) any breach of this Addendum by Vendor, its employees, representatives or contractors, (ii) Vendor’s negligence, gross negligence, omission, willful or intentional misconduct, or fraud, and/or (iii) any Information Security Incident involving Personal Information in Vendor’s possession, custody or control, or for which Vendor is otherwise responsible. In no event shall Vendor’s liability for a violation of its obligations under this Addendum be excluded or limited.

6. Insurance. In addition to and without limiting any insurance required by the Agreement, during the term of the Agreement and for a period of three years thereafter, Vendor shall maintain data privacy and security insurance in the minimum amount of \$5,000,000 covering any and all loss, damage, liability, cost or expense arising from, or in any way attributable to, an Information Security Incident involving Personal Information in Vendor’s possession, custody or control, or for which Vendor is otherwise responsible. The insurance required to be maintained by Vendor shall include, without limitation, coverage for legal fees; notifications; investigation, forensic and restoration costs; crisis management/public relations; credit monitoring/identity protection services; call center expenses; network interruption and extra expense/business interruption; and cyber threat extortion costs. The insurance can include a waiver of the insurers’ subrogation rights and coverage and shall name Company and its affiliates, and their respective officers, directors, employees, representatives and agents, as an additional insureds.

7. Security Incident Notification. Vendor shall promptly notify Company of any Information Security Incident of which it becomes aware, but in no case longer than twenty-four (24) hours after it becomes aware of the Information Security Incident. The notice shall include all available information about the Information Security Incident. Vendor shall promptly investigate such Information Security Incident and shall keep Company fully informed of such investigation. Vendor shall reasonably cooperate with Company in Company’s investigation of the matter, including without limitation providing Company with physical access to facilities and operations, facilitating interviews of Vendor personnel, and making available all books, records and files relating to the Information Security Incident. Vendor shall take all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident. Vendor will not inform any third party of any Information Security Incident without first obtaining Company’s prior written consent, except when required by Data Privacy Laws. Except where

Vendor is required by Data Privacy Laws to provide notice of the Information Security Incident to a third party, Company has the sole right to determine whether to provide notice of the Information Security Incident to any consumers, data subjects, regulators, law enforcement agencies, or others, as required by Data Privacy Laws or in Company's discretion, including the contents and delivery method of the notice, and whether to offer any type of remedy, including the nature and extent of such remedy. Vendor shall reimburse Company on demand for all Losses arising out of or in connection with any such Information Security Incident.

8. Records and Audit. Vendor shall, during the term of the Agreement and for three (3) years thereafter (or such longer period as may be required by Data Privacy Laws), maintain internal records(s) of its Processing activities with respect to Personal Information ("Records"), copies of which shall be provided to Company upon request. Vendor shall permit Company and its third-party representatives to audit Vendor's compliance with its obligations under this Addendum, upon at least five (5) days' notice, during the term of the Agreement and for three (3) years thereafter, or such longer period as may be required by Data Privacy laws. Vendor will give Company and its third-party representatives all necessary assistance to conduct such audits. The assistance may include, but is not limited to: (a) physical access to, remote electronic access to, and copies of the Records and any other information held at Vendor's premises or on systems storing Personal Information; (b) access to and meetings with any of Vendor's personnel reasonably necessary to provide all explanations and perform the audit effectively; and (c) inspection of all Records and the infrastructure, electronic data, or systems, facilities, equipment, or application software used to store, process, or transport Personal Information.

9. Injunctive Relief. Vendor agrees that any Processing of Personal Information in violation of this Addendum, Company's instructions, or any Data Privacy Law may cause immediate and irreparable harm to Company for which monetary damages may not constitute an adequate remedy. Vendor therefore agrees that Company may obligation specific performance and injunctive or other equitable relief, in addition to its remedies at law. Company shall be entitled to such equitable relief in addition to all other remedies at law or in equity.

10. Miscellaneous.

a. Vendor's obligations under this Addendum shall survive termination or expiration of the Agreement.

b. Any notice or other communications given to a Party under this Addendum must be in writing and sent by email or certified mail, in both cases return receipt requested. Notices to Vendor shall be sent to the address on the signature page. Notices to Company shall be sent to the address described in the lead-in paragraph of this Agreement, with copy to: ESCO Technologies, Inc., 9900A Clayton Road, St. Louis, Missouri 63124 Attn: General Counsel.

c. Vendor shall enter into such further data processing agreements as may be reasonably requested by Company for purposes of comply with Data Privacy Laws. If the Agreement contains provisions relating to Personal Information, or in the event of a conflict between the terms of this Addendum, the Agreement or any such further data processing agreement, the terms which are the most stringent or that provide the highest level of protection for Personal Information shall control.

d. If any provision of this Addendum is held invalid or unenforceable, the remaining provisions shall remain in effect.

e. This Addendum is binding upon the successors and assigns of the Parties.

f. This Addendum shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws. Each party irrevocably agrees that the courts of Delaware shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement or its subject matter.

g. This Addendum may be executed in one or more counterparts, and in electronic format, each of which is an original, and all of which together constitute one agreement.

[signature page follows]

IN WITNESS WHERE, the Parties have executed this Addendum as of the date set forth above.

VACCO Industries

[INSERT VENDOR NAME]

By: _____
Name: Ed Hernandez
Title: Vice President, Human Resources • Administration

By: _____
Name: _____
Title: _____
Address: _____

Email: _____
Telephone: _____
Attn: _____