ADDITIONAL SECURITY TERMS AND CONDITIONS

A. INFORMATION SECURITY

1. For purposes of this Agreement “Security Plan” means the security questionnaire (See Section I.F.5. for details) answered by VENDOR and mutually agreed upon in writing by the parties, which shall be incorporated by reference into this Agreement as if fully set forth herein and which shall be attached (or be deemed to be attached) to this Agreement as Exhibits as the same may be amended or modified from time to time by the parties in writing.

2. At all times the Security Plan shall include, but shall not be limited to, the following:

a. The Security Plan shall disclose and identify, at a minimum, (i) the nature and functions of any electronic means (including, but not limited to, electronic recordings, Webcam, Website, and/or the Internet) by which VENDOR intends to assist ROWAN UNIVERSITY in the performance of the Services, (ii) the security on the technology used, (iii) the use of information in test and deployment, (iv) the security controls in place (including, but not limited to, firewalls, web security, email protection, intrusion detection, incident response process, virus protection, and physical security); and (v) the necessary security processes, procedures, and practices to support the security controls and infrastructure.

b. VENDOR shall implement best-in-class security to protect ROWAN UNIVERSITY’s and its Affiliates’ computer systems, network devices and/or the data processed thereon against the risk of penetration by, or exposure to, a third party via any system, method, or feature utilized by VENDOR in performing such work and/or accessing such systems. Unless otherwise specified in the Security Plan, such protections shall include, but not be limited to, (a) protecting against Rowan University side intrusions, (b) encrypting Confidential Information (as such term is defined below), (c) securing the computer systems and network devices, and (d) protecting against intrusions of operating systems or software. VENDOR shall implement and maintain current industry state-of-the-art anti-virus measures to detect, prevent and remove computer viruses and/or other contaminants designed to damage, alter, delete, disable, or permit unauthorized access to, ROWAN UNIVERSITY’s databases, systems, equipment or property to or from VENDOR’s Equipment, and to prevent the spread of computer viruses between the parties which access or exchange data or software through any network connectivity. Anti-virus measures shall be incorporated on all data transfer mechanisms as well as any other points reasonably requested by ROWAN UNIVERSITY, in writing, or which is otherwise set forth in the Security Plan.

VENDOR shall comply with ROWAN UNIVERSITY’s and its Affiliates’ reasonable policies, standards, procedures, and guidelines for privacy, information protection, and data and systems security (which policies and guidelines can be made available upon VENDOR’s reasonable request), and with all applicable privacy laws and regulations (including, but not limited to, those of the United States and Canada). VENDOR shall maintain security controls over resources it provides on behalf of ROWAN UNIVERSITY and its Affiliates, which controls shall protect the confidentiality, privacy, integrity and availability of ROWAN UNIVERSITY’s and its Affiliates’ information (including the information of its and their employees, students, alumni, and donors). Unless otherwise specified in the Security Plan, such controls (and the measures to be employed by VENDOR with respect thereto) include, but are not limited to, (i) requiring unique identification and authorization of all users, (ii) limiting administrator-level control to only authorized persons, (iii) implementing access controls on all data, software or other file-system objects limiting access to only authorized users, (iv) allowing only the data protocols required for the function and management of the solution to be transmitted or utilized, (v) ensuring the integrity of all data stored or processed, and (vi) preventing the loss of data processed or transferred. VENDOR shall monitor all service, test environment, and communication links for security breaches, violations and suspicious activity, and shall notify ROWAN UNIVERSITY of such breaches, violations, and activity on a timely basis in a manner to be mutually agreed upon in writing between the parties. VENDOR will maintain logs, system records, and test plans and results for agreed-upon time for review by ROWAN UNIVERSITY.

d. During the term of this Agreement, VENDOR shall provide an annual (a) certified control assessment of the Services rendered by VENDOR, and (b) vulnerability and penetration assessment and/or testing of VENDOR’s website and/or mobile application that VENDOR utilizes in its provision of the Services to ROWAN UNIVERSITY. A third party selected and/or agreed to mutually in writing by the parties shall conduct such certified assessment. VENDOR shall incur any and all costs associated with the certified control and vulnerability and penetration assessment. VENDOR shall provide ROWAN UNIVERSITY with the results of such testing within five (5) business days of the completion of said assessment and/or testing. Upon ROWAN UNIVERSITY’s receipt of the results, the parties shall within fifteen (15) calendar days (or such other time as mutually agreed upon in writing by the parties) agree in writing on the mutually acceptable retesting and other remedial actions that may be required as a result of the assessment and/or testing. In addition, ROWAN UNIVERSITY reserves the right to audit (upon reasonable notice to VENDOR), by physical inspection and/or electronic means, during the term hereof and for one (1) year after the
termination hereof, the Services, Equipment, and/or the sites at which the Services are performed (including physical environment, and related infrastructure and procedures) to determine VENDOR's compliance with this Agreement, which audit may be performed by employees of, or authorized agents retained by, ROWAN UNIVERSITY on a periodic basis throughout the term of the applicable Schedule and for one (1) year thereafter. Such audits will include but are not limited to on-site inspections of VENDOR's facilities, reviews of access logs, and observation of day-to-day operations. Except for travel and/or out-of-pocket expenses, VENDOR shall incur any and all costs associated with the performance of the audit. ROWAN UNIVERSITY has the right to monitor the systems and equipment used (and communications made) by VENDOR to provide the Services on behalf of ROWAN UNIVERSITY. VENDOR agrees to monitor industry-standard information channels for newly identified vulnerabilities and for required legal compliance initiatives concerning the confidentiality and privacy of information of customers of ROWAN UNIVERSITY and its Affiliates.

e. To the extent that VENDOR has access to Personally Identifiable Information, VENDOR acknowledges that it shall hold such information in the strictest of confidence, and protect such information, in accordance with ROWAN UNIVERSITY's privacy policies, the confidentiality provisions set forth in this Agreement, and applicable law. For the avoidance of doubt, VENDOR's obligation to hold Personally Identifiable Information or Personal Credit Card Information in the strictest of confidence includes, without limitation, the following measures: (i) employing measures to mask Personally Identifiable Information when loading such information into development platforms; (ii) encrypting Personally Identifiable Information during any data transmission(s); (iii) notifying ROWAN UNIVERSITY's information protection department prior to any activity that results in unmasked Personally Identifiable Information being sent into development platforms; and (iv) certifying in writing to ROWAN UNIVERSITY's Information Protection department that Personally Identifiable Information has been returned to ROWAN UNIVERSITY, or destroyed (if requested by ROWAN UNIVERSITY), after its use. In addition, VENDOR shall not use or disclose Personally Identifiable Information without ROWAN UNIVERSITY's prior written consent. In the event that ROWAN UNIVERSITY and Rowan University's customer so consents, VENDOR may disclose such Personally Identifiable Information only to the extent expressly permitted by such customer and only in accordance with the terms of this Agreement and applicable law.

f. VENDOR shall immediately notify ROWAN UNIVERSITY in writing in the event that there is a proposed material change in the system environment that is being maintained or supported by VENDOR in the provision of the Services under a Schedule.

g. VENDOR acknowledges and recognizes that such information, including, but not limited to all Proprietary Information, will be provided by ROWAN UNIVERSITY to VENDOR "in trust" for the sole purpose for which it is meant to be used as specified herein or in the relevant Schedule. Any breach of its obligations by VENDOR in relation to the information shall constitute a breach of trust for which ROWAN UNIVERSITY shall be entitled to all legal remedies in applicable civil or criminal law.

B. VENDOR PERSONNEL

VENDOR shall notify ROWAN UNIVERSITY of any act of dishonesty or breach of trust committed against ROWAN UNIVERSITY, which may involve a VENDOR representative, or subcontractor of which VENDOR becomes aware, and VENDOR shall notify ROWAN UNIVERSITY immediately if it becomes aware of any such offense. VENDOR shall notify ROWAN UNIVERSITY of any act of security breach, physical or logical, committed against VENDOR, and the steps taken by VENDOR to handle the incident, following such notice, at the request of ROWAN UNIVERSITY and to the extent permitted by law, the parties shall cooperate with investigations conducted by or on behalf of ROWAN UNIVERSITY.

C. DISASTER RECOVERY AND BUSINESS CONTINUITY PLANS.

With respect to any Services involving Document Review, web hosting, data processing, mainframe, server, or other critical system applications, and/or other Business or Technical Services the failure or interruption of which would, in ROWAN UNIVERSITY's reasonable opinion, cause significant problems to ROWAN UNIVERSITY's business operations, VENDOR shall maintain and provide backup disaster recovery site(s) and/or disaster backup recovery services, which are acceptable to ROWAN UNIVERSITY in order to ensure that (i) the Services continue without degradation or interruption in accordance with the terms of this Agreement and the applicable Schedule(s), and (ii) ROWAN UNIVERSITY and its Affiliates have access to its data, information, records, and systems at all times in the event that VENDOR is unable to provide the Services hereunder for any reason whatsoever (including, but not limited to, a Force Majeure Event, as described in Section above). VENDOR shall be responsible for providing all personnel, equipment, and software required to provide such backup services and/or site(s). (See Section I.F.5. for further details)

D. EXPORT CONTROLS

VENDOR acknowledges that ROWAN UNIVERSITY's Confidential may constitute "technical data" for purposes of
export control laws of the United States of America and relevant regulations issued by the U.S. Department of Commerce and Department of State. VENDOR covenants to comply with such laws and regulations and any other applicable laws and regulations. Without limiting the generality of the foregoing, VENDOR will not at any time export, re-export, divert or transfer, directly or indirectly any ROWAN UNIVERSITY Confidential Information nor any copies or portions of them (as defined in such regulations) to Cuba, Iran, Iraq, Libya, the Democratic People's Republic of Korea, or any other country that is the subject of a U.S. embargo pursuant to any Executive Order or to any country for which an export license is required under regulations promulgated by the U.S. Department of Commerce, unless specifically authorized by ROWAN UNIVERSITY and where required, the United States government.

E. **FINANCIAL RESPONSIBILITY**

VENDOR shall, promptly upon ROWAN UNIVERSITY's written request, furnish its financial statements as prepared by or for VENDOR in the ordinary course of its business for the purpose of determining VENDOR’s ability to perform its duties hereunder. To the extent such financial statements are not otherwise publicly available, they shall be deemed VENDOR Confidential Information and shall be used by ROWAN UNIVERSITY solely for the purpose of determining VENDOR's ability to perform its duties hereunder. If ROWAN UNIVERSITY's review of financial statements causes ROWAN UNIVERSITY to question VENDOR's ability to perform its duties hereunder, ROWAN UNIVERSITY may request, and VENDOR shall provide to ROWAN UNIVERSITY, reasonable assurances of VENDOR's ability to perform its duties hereunder. Failure by VENDOR to provide such reasonable assurances to ROWAN UNIVERSITY shall be deemed a material breach of this Agreement. Furthermore, VENDOR shall provide written notification to ROWAN UNIVERSITY immediately in the event there is a change of control, default on VENDOR’s debt, or material adverse change in VENDOR’s business or financial condition since the Effective Date. ROWAN UNIVERSITY expects to conduct such reviews quarterly.

F. **AUDIT RIGHTS**

VENDOR shall provide ROWAN UNIVERSITY with the right, no more frequently than once per year and upon a minimum of thirty (30) calendar days prior written notice to: (i) have on-site access to all documents, data, records, books, files, invoices and other materials of ROWAN UNIVERSITY or VENDOR relative to this Agreement and maintained by VENDOR; and (ii) have access to VENDOR’s premises for the purpose of process review, and to participate in discussions with management and personnel of VENDOR concerning the security, status and conduct of Services and work being performed under this Agreement.

G. **SURVIVAL UPON TERMINATION**

The provisions of this shall survive the term and/or termination of this Agreement, unless otherwise agreed to in writing by both parties.