

## GRAMM-LEACH BLILEY ACT ADDENDUM

This Gramm-Leach Bliley Addendum (the "Agreement") is an amendment to the Master Services Agreement ("MSA") between Parker Data & Voice, LLC a Texas company ("Provider") the Customer found on the applicable Order ("Client"). This Agreement is a part of, is subject to, and is governed by the terms of the MSA. This Agreement documents the safeguard standards imposed upon parties to protect customer financial information that are subject to Gramm-Leach Bliley Act ("GLBA"). If Provider is engaged as a "Service Provider" under GLBA, then this Addendum shall apply to Provider's activities as a "Service Provider". If GLBA applies to Provider's activities as a Service Provider, in order to demonstrate the parties' compliance with GLBA, this Agreement applies to each agreement between Provider or any of Provider's Affiliates and Client or any of Client's Affiliates under which Provider engages protected health information as part of its performance. If HIPAA is applicable to Provider's activities, the Agreement will be effective on the last signature date set forth in the Order ("Agreement Effective Date").

The parties agree as follows:

### DEFINITIONS

All capitalized terms in this Addendum which are not otherwise defined in this Addendum or in the MSA have the meaning set forth in Title V of the Gramm-Leach-Bliley Act (P. L. 106-102; 15 USC §6801 et seq.) and the regulations issued pursuant thereto by the Financial Institution's Functional Regulator.

### RECEIPT OF INFORMATION

To perform its duties under the Agreement, Provider is authorized and permitted to receive, hold and, to the extent necessary, review Nonpublic Personal Information of Client in order to provide services for Client at Client's direction as provided under the MSA. Provider may further use and disclose Nonpublic Personal Information for the proper management and administration of the business of Provider.

### OBLIGATIONS OF SERVICE PROVIDER

Provider will take reasonable steps to:

- a. Implement and maintain a written comprehensive information security program containing administrative, technical and physical safeguards for the security and protection of Nonpublic Personal Information and further containing each of the elements set forth in § 314.4 of the Gramm Leach Bliley Standards for Safeguarding Customer Information (16 C.F.R. § 314) and the Red Flag Rules issued by the Federal Trade Commission.
- b. Ensure the security and confidentiality of Nonpublic Personal Information received from Client;
- c. Protect against any anticipated threats or hazards to the security or integrity of Nonpublic Personal Information;

- d. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to Client;
- e. Ensure the proper disposal of Nonpublic Personal Information, as set forth in the MSA or in Service Attachments signed under the MSA, and
- f. Notify Client of any loss or breach of the security or Confidentiality of Client's Nonpublic Personal Information.

### PERMITTED USES AND DISCLOSURES

Provider may disclose the information received by it under the Agreement only if the disclosure is required by law.

### PERMISSIBLE REQUESTS

Client shall not request Provider to use or disclose Nonpublic Personal Information in any manner that would not be permissible Title V of the Gramm-Leach-Bliley Act (P. L. 106-102; 15 USC §6801 et seq.) and the regulations issued pursuant thereto if done by Client.

### TERM AND TERMINATION

- a. Term. The Term of this Agreement shall be effective as of the date signed by both parties below, the Agreement Effective Date, and shall terminate upon the termination of the MSA or upon the date Client terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

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- b. Termination for Cause.** Provider authorizes termination of this Agreement by Client, if Client determines Provider has violated a material term of the Agreement and Provider has not cured the breach or ended the violation within ten (10) business days.
- c. Effect of Termination.** Upon termination of this Agreement for any reason, Provider, with respect to Nonpublic Personal Information received from Client, or created, maintained, or received by Provider on behalf of Client, shall:
1. Retain only that Nonpublic Personal Information which is necessary for Provider to continue its proper management and administration or to carry out its legal responsibilities;
  2. Return to Client [or, if agreed to by Client, destroy] the remaining Nonpublic Personal Information that Provider still maintains in any form;
  3. Continue to use appropriate safeguards with respect to Nonpublic Personal Information to prevent use or disclosure of the Nonpublic Personal Information, other than as provided for in this Section, for as long as Provider retains the Nonpublic Personal Information;
- 4.** Not use or disclose the Nonpublic Personal Information retained by Provider other than for the purposes for which such Nonpublic Personal Information was retained and subject to the same conditions set forth in this Agreement; and
- 5.** Return to Client [or, if agreed to by Client, destroy] the Nonpublic Personal Information retained by Provider when it is no longer needed by Provider for its proper management and administration or to carry out its legal responsibilities.
- In addition, Client's termination of this Agreement for cause constitutes good cause for Client to terminate any Service Attachments signed under the MSA in connection with which Provider received any Nonpublic Personal Information from Client.
- d. Survival.** The obligations of Provider under this Section shall survive the termination of this Agreement.

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