

COMPLIANCE WITH U.S. DATA PRIVACY LAWS



- 1. Compliance with U.S. Data Privacy Laws.** Each party shall comply with applicable U.S. data privacy and security laws, including the California Consumer Privacy Act, as amended, including by the California Privacy Rights Act and its implementing regulations (the “CCPA” and, collectively, the “Privacy Laws”). The parties acknowledge and agree with the following:
- (a) The Software does not require any “personal information” (as such term is defined under the Privacy Laws) (“**Personal Information**”) of any consumers or patients in order to perform its core functions of generating financial reports and other information related to the clinical trials of the Client
 - (b) Client is fully responsible for the collection of and upload to the Software all relevant information (e.g., contracts, site reports, etc.) related to the administration of its clinical trials, and such information should not include the Personal Information of any consumers or patients.
 - (c) Given the potential increased liability and risk that would be unnecessarily introduced to both Condor and Client by the introduction of consumer or patient data into the Software, the parties agree to implement procedures to help ensure no such Personal Information is uploaded to the Software, as follows:
 - 1.c.1.1. Client will implement its processes such that Personal Information is not included in the data sets that are uploaded to the Software;
 - 1.c.1.2. If instances of Personal Information are identified by Condor, Client acknowledges and agrees with the immediate deletion / removal of such information; and
 - 1.c.1.3. Condor will configure and implement automated data discovery and classification tools and processes to monitor for Personal Information and will remove such data in a timely manner.

For the avoidance of doubt, for purposes of this Agreement, each party is a “service provider” and not a “third party” as defined in the CCPA. Therefore, neither party shall:

- (d) Sell Personal Information;
- (e) Retain, use, or disclose the Personal Information for any purpose other than to accomplish the purposes specified in this Agreement. Specifically, neither party shall retain, use, or disclose the Personal Information for a commercial purpose; and
- (f) Retain, use, or disclose the Personal Information outside of the direct business relationship between the person and such party.

Each party certifies that it understands its obligations under the CCPA and will comply with them. Notwithstanding anything in the Agreement or other document, the parties acknowledge and agree that Condor’s provision of access to Personal Information is not part of and explicitly excluded from the exchange of consideration, or any other thing of value, between the parties.