MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "**MOU**") is made and entered into by Housing Connector Inc. ("**Housing Connector**") and Orange County, Florida ("**Community Partner**") referred to collectively as "**Parties**."

RECITALS

1. The Parties desire to create a partnership funded by Housing Connector to extend housing opportunities for families and individuals experiencing housing instability in Orange County, Florida (the "**Program**").

2. The Program contemplated by this MOU is of mutual interest and benefit to the Parties and will further the mission of Housing Connector in a manner consistent with its status as a non-profit corporation exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

AGREEMENT

Therefore, the Parties have expressed mutual desire to further define their relationship and hereby agree as follows:

1. **PURPOSE**. This MOU sets forth the basic terms and conditions governing the operation of the Program.

2. **BINDING AGREEMENT**. The Parties acknowledge and agree that this MOU constitutes a binding agreement and governs their respective rights and obligations with respect to the Program. The Parties further acknowledge that all applicable policies and procedures related to the Program ("**Policies**"), which are available on the Customer Service page of the Housing Connector website (available at https://housingconnector.my.site.com/help/s/), are incorporated into this MOU by reference. These Policies may be updated from time to time at Housing Connector's sole discretion and Housing Connector encourages Community Partner to regularly review the policies and procedures on the Housing Connector website. In the event of a conflict between this MOU and the Policies, the terms of this MOU shall prevail unless otherwise agreed upon.

3. **DATA SHARING AGREEMENT**. The Parties agree to enter into a Data Sharing Agreement attached hereto as Annex I and incorporated herein by reference and use existing internal Release of Information (ROI) for potential Program residents to preserve the privacy and dignity of potential residents.

4. **HOUSING CONNECTOR OBLIGATIONS**
   4.1. **ONBOARDING AND TRAINING**. Housing Connector shall provide onboarding and training to all new case managers and staff of the Community Partner, as well as provide access to our exclusive housing search platform and Community Hub.

4.2. **CUSTOMER SUPPORT FOR COMMUNITY PARTNER**. Housing Connector shall assist Community Partner in using our Program accurately and correctly, as well as assist with any technical or programmatic challenges.

4.3. **CUSTOMER SUPPORT FOR PROPERTY PARTNERS**. Housing Connector acts as a support system for Property Partners in communication, incident-triage, and housing stabilization for 24 months.

4.4. **FINANCIAL SUPPORT TO PROPERTY PARTNERS**. Housing Connector shall provide financial support to Property Partners if Community Partner has exhausted its rental support ability and is actively working with Program residents to self-resolve their financial challenges. "Actively working with Program residents" is further defined below under Community Partner obligations.

4.5. **EMERGENCY RENTAL ASSISTANCE**. Housing Connector provides emergency rental assistance payments directly to Property Partner for up to three months' rent during the first twenty-four (24) months of residency. The full Emergency Rental Assistance Policy is available on our website.

5. **COMMUNITY PARTNER OBLIGATIONS**

5.1. **ACCOUNT MANAGEMENT**. Identify and assign a single contact point responsible for coordinating with Housing Connector on Community Partner's behalf. If there is a change in assigned point of contact, Community Partner will update Housing Connector via email to info@housingconector.com within two business days. The dedicated point of contact will engage in quarterly Housing Connector communication, which may include meetings or email correspondence. Regular responsiveness to the Housing Connector team is expected. The dedicated point of contact is also responsible for ensuring data accuracy for staff and residents active in the Program.

5.2. **DATA PRIVACY AND ACCURACY**. Community Partner will provide updates on application status, housing outcomes, and any concerns that may arise with a resident. Prior to submitting a Program application on behalf of a potential resident, Community Partner must inform the potential resident that their personal information will be shared with Housing Connector and provide the potential resident with a copy of Housing Connector's privacy policy (available at https://www.housingconnector.com/privacy-policy).

5.3. **RESIDENT ELIGIBILITY**. Ensure that potential Program residents are receiving rental-subsidy support or can fully pay rent and utilities in private housing. This includes ensuring residents are ready to follow standard lease agreements in private market housing, including paying for utilities and following the property's policies.

5.4. **REQUIRED FORMS**. Before starting the housing search process, ensure the potential resident understands Program components and required information-sharing. Complete a Renter Profile to initiate housing search. Complete a Move In Form within 10 days of lease-signing.

5.5. **RELOCATION PROCESS**. Community Partner may refer to Housing Connector's relocation policy to understand in what circumstances a resident may use Housing Connector to relocate to

a new, separate property. Relocations must be requested ahead of time and pre-approved by Housing Connector's team.

5.6. **HOUSING STABILITY SUPPORT**. Ensure a continuum of care by providing at least one year of housing stability or case management support for residents after they move in and develop plans to address any housing stability concerns that may arise during their residency. Ongoing support may include goal planning, referral to community resources, budgeting, housing stability plans, and coordination with other services.

5.7. **HOUSING CONNECTOR STABILITY ENGAGEMENT**. Upon receipt of any housing stability concerns from Housing Connector regarding a Program resident, Community Partner agrees to (i) respond to Housing Connector acknowledging receipt of the issue notification within two business days; (ii) attempt to mitigate the situation and support the Program resident; (iii) assist the Program resident in problem solving and connecting to community resources when necessary; (iv) update Housing Connector on the status of unresolved requests and contact Housing Connector staff when in need of additional support; and (v) complete the "Financial Assistance Request" upon completion of service delivery.

5.8. **RESIDENT EXITS**. Community Partner must provide the full year of case management to Program residents, as defined above. In the event of Program resident disengagement or withdrawal of consent, Community Partner must update Housing Connector immediately. Housing Connector will exit the household and inform the property. Community Partner would still communicate with Housing Connector to provide support to the property.

5.9. **ONE-YEAR MARK EXPECTATIONS**. Community Partner will write up a short summary for the second-year case manager including any updated contact information and other necessary details so that Housing Connector can provide strong light touch housing stability support.

6. **NO FINANCIAL COMMITMENT.** The Parties agree that all services and obligations performed under, or required by, this MOU shall be without any form of payment or other financial compensation by either Party. Both Parties shall be solely responsible for their own costs and expenses incurred as a result of providing services or performing obligations pursuant to this MOU.

7. **MISCELLANEOUS PROVISIONS**

7.1. **ENTIRE AGREEMENT**. This MOU constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein. For the avoidance of doubt, this MOU does **not** supersede or modify Contract Y25-2217 between the Parties that was approved by the Community Partner on March 25, 2025.

7.2. **AMENDMENT**. Modifications to this MOU must be in writing and be signed by each Party.

7.3. **GOVERNING LAW**. The terms of this MOU shall be interpreted according to and enforced under the laws of the State of Florida. The Parties agree that any judicial proceedings filed by the Parties regarding this MOU will take place in Orange County, Florida.

7.4. **SEVERABILITY**. If any provision of this MOU is held invalid or unenforceable, the remainder of the MOU will not be affected, but continue in full force.

7.5. **ASSIGNMENT**. This agreement shall inure to the benefit of and be binding upon each Party's successors and assigns.

7.6. **NON-WAIVER**. Any express waiver or failure to exercise promptly any right under this MOU will not create a continuing waiver or any expectation of non-enforcement.

7.7. **INDEMNIFICATION, HOLD HARMLESS, LIABILITY**. Each Party shall defend, indemnify and hold harmless the other Party, and the other Party's officials and employees, from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to the indemnifying Party's negligent acts or omissions, or those negligent acts or omissions of the indemnifying Party's officials and employees acting within the scope of their employment. This indemnification shall be enforceable to the maximum extent permitted by the laws of the State of Florida, except in cases of gross negligence or willful misconduct.

The Community Partner is subject to the limitations of liability provided in Section 768.28, Florida Statutes, and any other relevant provisions of Florida law governing sovereign immunity. Nothing in this MOU is intended to waive or alter the sovereign immunity of the Community Partner including, but not limited to, the express monetary limits of liability set forth in Section 768.28, Florida Statutes, which shall apply regardless of the existence of any venue or governing law provisions in this MOU to the contrary. Without waiving any of the provisions or protections under this MOU or pursuant to Florida law, under no circumstances shall the Community Partner be liable to Housing Connector under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims related to this MOU and are not confined to tort liability.

7.8. **WAIVER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES**. All Parties herein mutually waive any right to seek or recover incidental, consequential, special, exemplary, or punitive damages arising out of or related to this MOU, regardless of the legal theory under which such damages may be sought.

7.9. **COUNTERPARTS**. The Parties agree that this MOU may be executed in one or more counterparts, each of which shall constitute an enforceable original of the MOU, and that facsimile signatures shall be as effective and binding as original signatures.

7.10. **COMPLIANCE WITH APPLICABLE LAWS**. All Parties shall conform to and obey all applicable laws, ordinances, rules, regulations, requirements, and orders or all municipal, county, state, or federal authorities or agencies to the conduct contemplated by this MOU.

7.11. **EFFECTIVE DATE**. This MOU shall become effective on the date the Parties have signed.

7.12. **TERMINATION**. This Agreement may be terminated by either Party upon thirty (30) days' written notice, with or without cause. However, either Party may terminate this Agreement

immediately upon written notice if the other Party materially breaches any term of this Agreement, engages in fraud, misconduct, or illegal activity, or otherwise fails to fulfill its obligations in a manner that materially impacts the Program. The rights and obligations of both Parties shall continue with respect to any Program resident housed as of the termination date and shall remain in effect until the earlier of (i) the two-year anniversary of the Program resident's initial occupancy or (ii) the Program resident's voluntary departure or removal in accordance with applicable Program policies and laws.

7.13. **SCRUTINIZED COMPANIES.** By executing this MOU, Housing Connector certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with Community Partner for goods or services pursuant to Section 287.135, Florida Statutes. Specifically, by executing this Agreement, Housing Connector certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel. Community Partner reserves the right to terminate this Agreement immediately should Housing Connector be found to have falsified its certification of eligibility, or become ineligible, to bid on, submit a proposal for, or enter into or renew a contract with Community Partner for goods or services pursuant to Section 287.135, Florida Statutes.

7.14. **ANTI-HUMAN TRAFFICKING.** By executing this MOU., Housing Connector certifies that Housing Connector does not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes. Pursuant to Section 787.06, Florida Statutes, Housing Connector shall provide Community Partner with an affidavit signed by an officer or representative of Housing Connector under penalty of perjury attesting that Housing Connector does not use coercion for labor or services. The affidavit signed by Housing Connector must be in a form substantially similar to the "Human Trafficking Affidavit" published on the Community Partner's Forms and Resources website at ocfl.net/VendorServices/FormsandResources.aspx and available from the Community Partner's Procurement Division via email at Procurement@ocfl.net. The Community Partner's Human Trafficking Affidavit is hereby incorporated into this Agreement by reference. If Housing Connector fails to sign the affidavit as required by this Paragraph and Section 787.06, Florida Statutes, then the Community Partner may immediately terminate this MOU.

In witness hereof, the Parties execute this Memorandum of Understanding.

"COMMUNITY PARTNER"

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

_____
Printed Name

Housing Connector

Signature: Signed by: Una Bilic 0433A25F9D0042B...
Printed Name: Una Bilic
Title: Managing Director, Orlando
Date: 4/7/2026
By my signature, I declare I have authority to bind the organization

ANNEX I
DATA SHARING AGREEMENT (DSA)

This Data Sharing Agreement ("**DSA**") is entered into between Housing Connector and Community Partner in connection with the MOU and forms part of that agreement. This DSA shall become effective on the date when the last Party to sign has executed this DSA ("**Effective Date**"). Housing Connector and Community Partner agree as follows:

1. **DEFINITIONS**. All capitalized terms not defined in the DSA shall have the meaning ascribed to them in the MOU.
   1.1. The words and phrases listed below, as used in this DSA, shall each have the following definitions:
      1.1.1. "**Controller**" means an entity that, alone or jointly with others, determines the purposes for and means of Processing. "Controller" also includes "**Business**," as that term is defined under Data Protection Laws.
      1.1.2. "**Data Protection Laws**" means privacy, data security, and data protection laws and regulations that are applicable to the Personal Data Processed by a Party under the MOU.
      1.1.3. "**Data**" means the information that is disclosed or exchanged as described by this DSA.
      1.1.4. "**Encrypt**" means to encode data into a format that can only be read by those processing a key, password, digital certificate, or other mechanism available to authorized users.
      1.1.5. "**Data Subject**" means any identified or identifiable individual to whom the Personal Data relates.
      1.1.6. "**Personal Data**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to a Data Subject that the Parties Process under this DSA.
      1.1.7. "**Process**" or "**Processing**" means any operation or set of operations performed on Personal Data, whether or not by automated means, including but not limited to, accessing, collecting, recording, organizing, structuring, using, storing, transferring, retaining, disclosing, selling, sharing, deleting, and destroying Personal Data.
      1.1.8. "**Security Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Personal Data.

2. **MUTUAL OBLIGATIONS**
   2.1. **CUSTODIAN**. The Parties will each designate its own liaison to be responsible for the relationship between the two Parties, including but not limited to, each Party's compliance with the terms of this DSA, maintaining a log or other record of all Data requested and received pursuant to the DSA, and confirmation of the return or destruction of the Data shared by the other Party. Each Party will include the details of its point of contact in Exhibit 1 to this DSA.

   2.2. **ROLES; COMPLIANCE**. The Parties acknowledge that each will act as independent Controllers in relation to the Personal Data. Each Party will comply with the obligations applicable to it under Data Protection Laws in respect of its Processing of Personal Data. Each Party will provide all notices and obtain all consents necessary under Data Protection Laws to Process Personal Data in accordance with this DSA.

   2.3. **CONFIDENTIALITY**. All Data shared under this DSA shall be deemed the confidential data of the disclosing Party. Housing Connector and Community Partner shall each ensure the confidentiality of Personal Data through the following methods:
      2.3.1. Restrict access to the Data or datasets created from the Data to employees of Housing Connector, Community Partner, or employees of other agencies who have signed a confidentiality agreement prior to granting access to Personal Data. Access will be limited only to Data necessary to the goals and performance of this agreement.

2.3.2. Not release or otherwise reveal, directly or indirectly, the Data to any individual, agency, entity, or third party not included in this DSA, except:
2.3.2.1. When such disclosure is required by law or court order (including, but not limited to, Florida's public records laws codified in Chapter 119, Florida Statutes); or
2.3.2.2. Under the terms outlined in 2.3.1.
2.3.3. Not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the Data, other than publications permitted under the DSA.
2.3.4. Not use Data shared under this DSA for any purpose other than the purposes outlined in this DSA. Nothing in the DSA shall be construed to authorize Housing Connector or Community Partner to have access to additional data from the other Party that is not included in the scope of the DSA (or addenda). Housing Connector and Community Partner each understands that the DSA does not convey ownership of the other Party's Data.

2.4. **SECURITY BREACH**. Each Party must report all known or suspected Security Breaches to the contacts specified in Exhibit 1 to this DSA. The report shall include any information required under Data Protection Laws or as reasonably requested by the other Party relating to the Security Breach.

2.5. **SECURITY**. Each Party will, taking into account the nature of the Personal Data, implement and maintain reasonable technical and organizational measures designed to protect the Personal Data against a Security Breach. Such security measures will meet, at a minimum, the security measures described in Exhibit 2 to this DSA.

2.6. **TRANSMISSION AND DESTRUCTION**. To the extent allowed by Florida law including, but not limited to, Florida's public records laws codified in Chapter 119, Florida Statutes, each Party shall securely and permanently destroy the Data, and any and all hard and soft (electronic) copies thereof, upon the termination of the MOU. Each Party agrees to require its employees, contractors, or agents of any kind using the other Party's Data to comply with this provision. Each Party agrees to document the methods used to destroy the Data and, upon request, provide certification to the other Party that the Data has been destroyed.

2.7. **COOPERATION; INDIVIDUAL RIGHTS**. Each Party will provide reasonable cooperation, upon request, if assistance is required in order for a Party to respond to an inquiry, complaint, claim, or data subject request relating to the Processing of Personal Data.

2.8. **AUDITS**. Each Party agrees to provide reasonable cooperation with any inquiry by either the other Party or any state or federal authority relating to its performance under this DSA. Each Party has the right to annually audit records of the other Party relating to the other Party's performance under this DSA, provided that the scope and timing of such audit must be pre-approved by the Parties and the cost of such audit will be borne by the Party requesting the audit.

3. **INDEMNIFICATION**

Each Party shall defend, indemnify and hold harmless the other Party, and the other Party's officials and employees, from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to the indemnifying Party's negligent acts or omissions, or those negligent acts or omissions of the indemnifying Party's officials and employees acting within the scope of their employment. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for

the acts, omissions, or negligence of the other party, or the other party's officers, officials, employees, agents, or contractors. The terms of this section shall survive termination of this DSA.

4. **TERM**

The DSA shall begin on the Effective Date and shall be in effect as long as either Party holds Data received from the other Party pursuant to this DSA.

5. **MISCELLANEOUS PROVISIONS**

5.1. **AMENDMENT**. Modifications to this DSA must be in writing and be signed by both Parties.

5.2. **GOVERNING LAW**. The terms of this DSA shall be interpreted according to and enforced under the laws of the State of Florida. The Parties agree that any judicial proceedings filed by either Party regarding this DSA will take place in Orange County, Florida.

5.3. **SEVERABILITY**. If any provision of this DSA is held invalid or unenforceable, the remainder of the DSA will not be affected, but continue in full force.

5.4. **ASSIGNMENT**. This agreement shall inure to the benefit of and be binding upon each Party's successors and assigns.

5.5. **NON-WAIVER**. Any express waiver or failure to exercise promptly any right under this DSA will not create a continuing waiver or any expectation of non-enforcement.

5.6. **COUNTERPARTS**. The Parties agree that this DSA may be executed in one or more counterparts, each of which shall constitute an enforceable original of the DSA, and that facsimile signatures shall be as effective and binding as original signatures.

5.7. **DEBARMENT**. Each Party, by executing this contract, represents that, to the best of each Party's knowledge, it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state, or federal department or agency.

6. **SIGNATURES**

HOUSING CONNECTOR

Signature 

Printed name Una Bilic

Title Managing Director, Orlando

Date 4/7/2026

COMMUNITY PARTNER

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

_____
Printed Name

Exhibit 1
DESCRIPTION OF PROCESSING

Housing Connector Contact	Shkelqim Kelmendi, Executive Director 1301 Fifth Ave, Ste. 1500, Seattle, WA 98101 ShkelqimK@housingconnector.com
Community Partner Contact	Name & Title: Address: Email:
Nature and Purpose of Processing	[insert]
Categories of Data Subjects	[insert]
Types of Personal Data	☐ Name(s) ☐ Gender ☐ Household size ☐ Income and source of income ☐ Past Rental Debt Owed ☐ Rental History ☐ Housing status at move-in ☐ Entry date in program ☐ Date of application ☐ Date of move-in ☐ Property name ☐ Address of unit ☐ Number of bedrooms ☐ Monthly rent ☐ Eviction History ☐ Criminal History ☐ HMIS ID# *(if applicable*)* ☐ Case manager's name and contact information ☐ Other [specify]
Sensitive Personal Data	☐ Race and ethnicity ☐ Age ☐ Disability status ☐ Veteran status ☐ Credit Score ☐ Other [specify]
Period of Data Retention	Each Party will retain the Personal Data until the termination of the DSA, unless otherwise agreed upon by the Parties in writing.

**Agencies and programs participating in HMIS are asked to provide the potential resident's unique HMIS identifier if it is known to them. If agencies are not participants in HMIS or the potential resident does not have an HMIS profile, all zeros can be entered into that field. If an HMIS number is provided, a Housing Connector enrollment will be entered into HMIS along with any payments made.*

Exhibit 2
INFORMATION SECURITY EXHIBIT

1. **DEFINITIONS**. For purposes of this Information Security Exhibit ("**Security Exhibit**"), the following terms have the meanings set forth below. All capitalized terms not otherwise defined in this Security Exhibit will have the meaning given to them in the Data Sharing Agreement ("**DSA**") or under Data Protection Laws.
   1.1. "**Party Systems**" means, for purposes of this Security Exhibit, the facilities, systems, equipment, hardware, and software a Party or a Party's subcontractors use to Process Personal Data.

2. **GENERAL**. A Party will use reasonable measures to protect Personal Data from unauthorized access, use or disclosure.
   2.1. **PROGRAM**. Each Party will implement and maintain a comprehensive written information security program, which contains administrative, technical, and organizational safeguards that comply with this Security Exhibit, ensure the security, integrity, availability, resilience, and confidentiality of Personal Data, and meet or exceed prevailing industry standards and comply with Data Protection Law.

   2.2. **ACCESS CONTROLS**. Each Party will abide by the "principle of least privilege" and permit access to Personal Data by its personnel solely on a need-to-know basis. Each Party will promptly terminate its personnel's access within twenty-four (24) hours to such data when access is no longer required to provide the services under the MOU.

   2.3. **ACCOUNT MANAGEMENT**. Each Party will use reasonable measures to manage the creation, use, and deletion of all account credentials used to access Party Systems, including by implementing: (i) a segregated account with unique credentials for each user; (ii) strict management of administrative accounts; (iii) password best practices, including the use of strong passwords and secure password storage; and (iv) periodic audits of accounts and credentials.

   2.4. **VULNERABILITY MANAGEMENT**. Each Party will: (i) use automated vulnerability scanning tools to scan Party Systems; (ii) log vulnerability scan reports; (iii) conduct periodic reviews of vulnerability scan reports over time; (iv) use patch management and software update tools for Party Systems; (v) prioritize and remediate vulnerabilities by risk; and (vi) use compensating controls if no patch or remediation is immediately available.

   2.5. **SECURITY SEGMENTATION**. Each Party will monitor, detect, and restrict the flow of information on a multilayered basis within Party Systems using tools such as firewalls, proxies, and network-based intrusion detection systems.

   2.6. **DATA LOSS PREVENTION**. Each Party will use reasonable data loss prevention measures to identify, monitor, and protect Personal Data in use, in transit, and at rest. Such data loss prevention processes and tools will include: (i) automated tools to identify attempts of data exfiltration; (ii) the prohibition of, or secure and managed use of, portable devices; and (iii) use of certificate-based security.

2.7. **ENCRYPTION**. Each Party will encrypt, using industry standard encryption tools, all Personal Data that Party: (i) transmits or sends wirelessly or across public networks or within Party Systems; (ii) stores on laptops or storage media, and (iii) stores on portable devices or within Party Systems. Each Party will comply with secure key management policies and procedures and safeguard the security and confidentiality of all encryption keys associated with encrypted Personal Data.

2.8. **PSEUDONYMIZATION**. Each Party will, where possible and consistent with the services provided under the MOU, use industry standard and appropriate pseudonymization techniques to protect Personal Data.

2.9. **SECURE SOFTWARE DEVELOPMENT**. Each Party represents and warrants that any software used in connection with the Processing of Personal Data is or has been developed using secure software development practices, including by: (i) segregating development and production environments; (ii) filtering out potentially malicious character sequences in user inputs; (iii) using secure communication techniques, including encryption; (iv) using sound memory management practices; (v) using web application firewalls to address common web application attacks such as cross-site scripting, SQL injection and command injection; (vi) implementing the OWASP Top Ten recommendations, as applicable; (vii) patching of software; (viii) testing object code and source code for common coding errors and vulnerabilities using code analysis tools; (ix) testing of web applications for vulnerabilities using web application scanners; and (x) testing software for performance under denial of service and other resource exhaustion attacks.

2.10. **PHYSICAL SAFEGUARDS**. Each Party will maintain physical access controls that secure relevant Party Systems used to Process any Personal Data, including an access control system that enables such Party to monitor and control physical access to the Party's facility, which includes without limitation 24/7 physical security monitoring systems and the use of trained and experienced security guards.

2.11. **ADMINISTRATIVE SAFEGUARDS**. Prior to providing access to Personal Data to any of its personnel, each Party will: (i) ensure the reliability of such personnel, including by performing background screening (to the extent permitted by applicable law); and (ii) provide appropriate security training to such personnel to ensure such personnel can comply with the obligations under this Security Exhibit. Each Party will periodically provide additional training to its personnel as may be appropriate to help ensure that each Party's information security program meets or exceeds prevailing industry standards and complies with Applicable Data Protection Law.

2.12. **ORGANIZATIONAL SAFEGUARDS**. Each Party will maintain and comply with internal policies to: (i) limit the retention of Personal Data to the minimum amount of time necessary to perform the Party's obligations under the MOU; and (ii) provide for meaningful consequences to personnel who breach the obligations set forth in this Security Exhibit.

2.13. **BUSINESS CONTINUITY AND DISASTER RECOVERY**. Each Party will provide appropriate continuity and recovery plans to ensure (i) the Party can restore availability and access to Personal Data as soon as possible in the event of an incident, including without

limitation a Security Breach and (ii) continued service in an event that impacts the Party's data centers or offices providing the contracted services, and to the extent applicable, in accordance with any service level agreements. Such plans must be tested at least annually.

2.14. **INCIDENT RESPONSE PLAN**. Each Party will maintain a documented incident response plan that addresses detection, reporting, evidence management, post-incident restoration and incorporation of lessons learned. The plan must be tested at least annually.