

Baldwin Wallace University Information Security Exhibit

The definitions of “Personally Identifiable Information”, “Confidential Information”, and “Baldwin Wallace University Information” can be found in Data Classification Policy **ITP-BW-04** at <http://bw.edu/ITPolicies>

“Security Breach” means any actual, suspected, or apparent theft, unauthorized use, or disclosure of any Baldwin Wallace University Data.

1. Supplier shall maintain effective and industry reasonable information security measures to protect the services provided by the Supplier in accordance to this Agreement and all Baldwin Wallace University Data related to such services and in the Supplier’s care from unauthorized disclosure or use, including but not limited to:
 - a. create, maintain, and comply with a written cybersecurity program that contains administrative, technical, and physical safeguards for the protection of Baldwin Wallace University Data and that reasonably conforms to industry recognized cybersecurity framework(s) such as NIST Cyber Security, ISO 2700x, or other relevant framework(s);
 - b. conducting periodic audits of the security of its systems;
 - c. when data destruction is required, destroying all Baldwin Wallace University Data in accordance with global data security and privacy laws by employing industry reasonable and secure methods that render the data unreadable and unrecoverable; and
 - d. providing Baldwin Wallace University, or its representatives, the right to audit Supplier’s business processes and practices that involve the collection, use, disclosure or retention of Baldwin Wallace University Data in relation to the Services rendered under this Agreement. Such audit will be at Baldwin Wallace University’s expense unless it reveals a material discrepancy, in which case Supplier shall pay for the audit in addition to correcting the discrepancy
2. As between Supplier and Baldwin Wallace University, Baldwin Wallace University owns all Baldwin Wallace University Data, and Supplier will have no rights or privileges in or to any Baldwin Wallace University Data except as expressly provided in the Agreement.
3. Supplier shall store Baldwin Wallace University Data for no other purpose than to facilitate the provision of services for the duration of this contract under this Agreement, and for only so long as is necessary to perform Supplier’s obligations under this Agreement;
4. Without limiting any requirements in this Exhibit, Supplier shall:
 - a. provide effective backup and recovery of all media containing Baldwin Wallace University Data on a set schedule;
 - b. no less frequently than annually perform a penetration test upon the facilities and services hosting Baldwin Wallace University Data;
 - c. ensure controls are in place to detect and prevent denial of service attacks, virus infections, site compromises, defacing, data loss, hacking, ransomware, and other Security Breaches;
 - d. for facilities where Baldwin Wallace University Data is housed, follow industry-standard requirements for physical and environmental security, including those pertaining to secure areas and equipment security; and
 - e. encrypt Baldwin Wallace University Data using reasonable industry standards at all access points both where it is stored and/or is in transit.
5. The supplier will not allow any third party or subcontractor to have access to Baldwin Wallace University Data or perform any Services under the Agreement without the prior written approval of Baldwin Wallace University. If a third party has access to or performs any Services under the Agreement, Supplier shall require such third party to enter into a written agreement requiring the safeguarding of Baldwin Wallace University Data in a manner no less protective than that

required by the Agreement and this Exhibit during the term of the Agreement and for so long as it is in possession of Baldwin Wallace University Data. The supplier will be liable for any act or omission of such a third party that would constitute a breach of any provision of the Agreement and/or this Exhibit.

6. If the Supplier receives any request from any person or entity about whom information is or may be contained in the Baldwin Wallace University Data, the Supplier shall immediately (and no later than 24 hours since the request was made or event occurred) refer such request to Baldwin Wallace University. Baldwin Wallace University shall have sole responsibility for responding to such requests. If the information necessary to respond to such a request is not available to Baldwin Wallace University, the Supplier shall provide assistance to Baldwin Wallace University to obtain the requested information.
7. If Supplier receives a subpoena, civil and/or criminal investigative demand, discovery request or other judicial, administrative or governmental request that seeks any Baldwin Wallace University Data (collectively, "Request"), Supplier shall immediately (and no later than 24 hours since the request was made or event occurred) notify Baldwin Wallace University of the Request in writing, provide a copy of the Request to Baldwin Wallace University, and permit Baldwin Wallace University to intervene to clarify or oppose disclosure of same or to argue for terms protecting the confidentiality of same. Supplier shall comply with Baldwin Wallace University's reasonable requests regarding its efforts to clarify or oppose a Request, and promptly provide Baldwin Wallace University with the information or tools required for Baldwin Wallace University to respond to the Request.
8. If Baldwin Wallace University determines that any changes to this Exhibit are necessary for Baldwin Wallace University to comply with any laws or regulations, such changes shall be set forth in an amendment to this Exhibit and signed by both Parties in a reasonable timeframe. If the changes impose any costs of performance in addition to those imposed by compliance with this Exhibit prior to such modification, the parties shall negotiate in good faith an equitable adjustment to the compensation due Supplier under the Agreement.
9. Upon any termination or expiration of the Agreement, or upon Baldwin Wallace University's request for any reason, Supplier and their applicable third parties and subcontractors shall, at Baldwin Wallace University's option, promptly return and/or destroy all Baldwin Wallace University Data. If Baldwin Wallace University Data is destroyed, the Supplier and their applicable third parties and subcontractors shall certify the destruction of all Baldwin Wallace University Data and all copies and backups thereof. If Baldwin Wallace University Data is returned, Supplier and their applicable third parties and subcontractors shall provide to Baldwin Wallace University all Baldwin Wallace University Data, in a form that is acceptable to Baldwin Wallace University, within three (3) business days (or longer if requested by Baldwin Wallace University) of any request by Baldwin Wallace University.
10. The supplier will not delete any Baldwin Wallace University Data without the prior written approval of Baldwin Wallace University.
11. All equipment and data centers utilized to provide Services under the Agreement are located in the United States, Canada, United Kingdom, or EU member states, and no Baldwin Wallace University Data will be stored or transferred outside of the United States, Canada, United Kingdom, or EU member states. Any storage or transfer of Baldwin Wallace University Data outside of the United States, Canada, United Kingdom, or EU member states for any reason must be pre-approved in writing by Baldwin Wallace University.
12. Supplier shall:
 - a. maintain 12 months of security event logs in a secure log management infrastructure to ensure the integrity of the logs;
 - b. establish policies and procedures for log analysis to ensure adequate security incident response analysis and corrective action plans are implemented for security events, including, but not limited to, unauthorized access and data disclosures, policy violations, fraudulent activity, and operational problems; and

- c. document log reviews and make such documentation available to Baldwin Wallace University when requested for auditing purposes; and
 - d. provide log data to Baldwin Wallace University as requested for specific security investigations or when needed for auditing purposes.
13. Supplier shall indemnify and hold harmless Baldwin Wallace University and its affiliates, directors, officers, shareholders, students, adult learners, volunteers, agents, and employees from any and all claims of any person or entity for losses, damages, claims, liabilities, costs, and expenses (including, without limitation, attorneys' fees) arising from or relating to any breach by Supplier of the obligations set out in this Exhibit.
14. Supplier shall, and shall cause its vendors, agents, representatives, subcontractors, affiliates to whom Supplier may provide the Baldwin Wallace University Data to, provide notice to Baldwin Wallace University within 24 hours of the discovery of any breach in the security of either encrypted or unencrypted Baldwin Wallace University Data, whether that failure or breach is suffered by the Supplier or a third party and commence all reasonable efforts to investigate, correct the causes, and remediate the results of the Security Breach. Supplier shall, and shall cause its vendors, agents, representatives, subcontractors, affiliates to whom Supplier may provide the Baldwin Wallace University Data to, cooperate with Baldwin Wallace University to rectify any issues that may result, including providing (or providing access to) all information relevant to such breach or necessary to verify the ability of the party responsible for the breach to prevent future data breaches in a manner consistent with this Agreement. The supplier shall reimburse Baldwin Wallace University for Notification Costs and Claim Costs as described herein arising from a breach in the security of unencrypted Baldwin Wallace University Data. "Notification Costs" shall mean and include any and all verifiable costs (including, without limitation, attorneys' fees) incurred by Baldwin Wallace University in investigating whether notification of individuals is required and the preparation and delivery of any appropriate notices to individuals and the provision of appropriate credit monitoring services. "Claim Costs" shall mean costs incurred by Baldwin Wallace University or costs that would have been incurred by Baldwin Wallace University but for Supplier's assumption of defense of claims, in respect of employees of Baldwin Wallace University who allege that they have suffered injury or damage by reason of Supplier's release, loss, or disclosure of unencrypted Baldwin Wallace University Data. The obligations set forth in this Section will survive the termination of this Agreement.
15. Supplier shall notify Baldwin Wallace University within 48 hours of the termination of employment of any employee or contractor who has logical or physical access to Baldwin Wallace University Data, systems, or other resources on campus or in the cloud. Further, for access under the Supplier's direct control, Supplier will use industry standard employee access management practices and terminal all employee access, logical and physical access, of the employee or contractor effective immediately upon termination. If such termination is under any form of duress, notification to Baldwin Wallace University must be immediate so Baldwin Wallace University may also remove physical and logical access in a timely maner.