

EHS INSIGHT GDPR DATA PROCESSING ADDENDUM

Updated August 7, 2023

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This Data Processing Addendum (“**DPA**”) is an agreement between StarTex Software LLC, a Texas limited liability company (d/b/a EHS Insight) (“StarTex”) and the entity indicated on the applicable Order Form (defined below as “Customer”).

In the course of providing the Services under the Agreement, StarTex may Process certain Personal Data (such terms defined below) on behalf of Customer and where StarTex Processes such Personal Data on behalf of Customer the Parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

This DPA supplements the EHS Insight Terms of Service Agreement available at <https://www.ehsinsight.com/tos>, as updated from time to time between Customer and StarTex Software, or other agreement between Customer and StarTex governing Customer’s use of the Service (the “**Agreement**”) when the GDPR applies to your use of the EHS Insight Services to process Customer Data. Unless otherwise defined in this DPA or in the Agreement, all capitalized terms used in this DPA will have the meanings given to them in Section 17 of this DPA. Except as modified below, the terms of the Agreement shall remain in full force and effect.

1. Data Processing.

- 1.1 **Scope and Roles.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, StarTex is the Processor and that StarTex may engage Sub-processors pursuant to the requirements set forth in Section 7 below.
- 1.2 **Customer Controls.** Customer can use the Service Controls to assist it with its obligations related to Data Protection Requirements, including its obligations to respond to requests from data subjects. Taking into account the nature of the Processing, Customer agrees that it is unlikely that StarTex would become aware that Customer Data transferred under the Standard Contractual Clauses is inaccurate or outdated. Nonetheless, if StarTex becomes aware that Customer Data transferred under the Standard Contractual Clauses is inaccurate or outdated, it will inform Customer without undue delay. StarTex will cooperate with Customer to erase or rectify inaccurate or outdated Customer Data transferred under the Standard Contractual Clauses by providing the Service Controls that Customer can use to erase or rectify Customer Data.
- 1.3 **Details of Data Processing.**
 - (a) **Subject matter.** The EHS Software provides a data management system that captures, stores, and analyzes quality events, quality assurance and compliance actions, workplace health and safety information.
 - (b) **Duration.** As between StarTex and Customer, the duration of the data Processing under this DPA is determined by Customer.

(c) **Purpose.** The purpose of the data Processing under this DPA is the provision of the Services initiated by Customer from time to time.

(d) **Nature of the Processing.** Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

(e) **Type of Personal Data.** First name, Last name, Employee ID, Email address, Position name, Hire Date, Date of Birth, Gender, Home Address, Phone Number

(f) **Categories of data subjects.** Data entered by Customer is securely stored on the EHS Insight Cloud, ensuring accessibility only to authorized users. Access permissions are managed by Customer.

1.4 **Compliance with Laws.** Each party will comply with all laws, rules, and regulations applicable to it and binding on it in the performance of this DPA, including the GDPR.

2. **Customer Instructions.** The parties agree that this DPA and the Agreement (including Customer providing instructions via configuration tools such as the EHS Insight application and API made available by StarTex for the Services) constitute Customer's documented instructions regarding StarTex's Processing of Customer Data ("**Documented Instructions**"). StarTex will process Customer Data only in accordance with Documented Instructions. Additional instructions outside the scope of the Documented Instructions (if any) require prior written agreement between StarTex and Customer, including agreement on any additional fees payable by Customer to StarTex for carrying out such instructions. Customer is entitled to terminate this DPA and the Agreement if StarTex declines to follow instructions requested by Customer that are outside the scope of, or changed from, those given or agreed to be given in this DPA. Taking into account the nature of the Processing, Customer agrees that it is unlikely StarTex can form an opinion on whether Documented Instructions infringe the GDPR. If StarTex forms such an opinion, it will immediately notify Customer, in which case, Customer is entitled to withdraw or modify its Documented Instructions. StarTex shall be allowed to exercise its own discretion in the selection and use of such means as it considers necessary to process Customer Data, provided that all such discretion is compatible with the requirements of the DPA, in particular the Documented Instructions.

3. **Confidentiality of Customer Data.** StarTex will not sell, provide access, or disclose to any third party, any Customer Data, except, in each case, as necessary to maintain, provide, or improve the Services, or as necessary to comply with the law or a valid and binding order of a governmental body (such as a subpoena or court order). If a governmental body sends StarTex a demand for Customer Data, StarTex will attempt to redirect the governmental body to request that data directly from Customer. As part of this effort, StarTex may provide Customer's basic contact information to the governmental body. If compelled to disclose Customer Data to a governmental body, then StarTex will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless StarTex is legally prohibited from doing so.

4. **Confidentiality Obligations of StarTex Personnel.** StarTex restricts its personnel from Processing Customer Data without authorization by StarTex as described in the StarTex Security Standards. StarTex imposes appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.

5. **Security of Data Processing**

- 5.1 StarTex has implemented and will maintain the technical and organizational measures for the StarTex Network as described in the StarTex Security Standards and this Section. In particular, StarTex has implemented and will maintain the following technical and organizational measures:
- (a) security of the StarTex Network as set out in Section 1.1 of the StarTex Security Standards;
 - (b) physical security of the facilities as set out in Section 1.2 of the StarTex Security Standards;
 - (c) measures to control access rights for StarTex employees and contractors to the StarTex Network as set out in Section 1.1 of the StarTex Security Standards; and
 - (d) processes for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures implemented by StarTex as described in Section 2 of the StarTex Security Standards.
- 5.2 Customer can elect to implement technical and organizational measures to protect Customer Data. Such technical and organizational measures include the following which are described in the Documentation, or as follows industry best practices:
- (a) measures to ensure the ongoing confidentiality, integrity, availability and resilience of the Processing systems and services that are operated by Customer;
 - (b) measures to allow Customer to backup and archive appropriately in order to restore availability and access to Customer Data in a timely manner in the event of a physical or technical incident; and
 - (c) processes for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures implemented by Customer.

6. Sub-processing.

- 6.1 **Authorized Sub-processors.** StarTex gets prior general written authorization from the Customer to use Sub-processors provided that the StarTex informs the controller of intended addition or replacement of Sub-processors, thereby giving Customer the opportunity to object to such changes. er (“**Sub-processors**”). The EHS Insight website (currently posted at <https://www.ehsinsight.com/subprocessors/>¹) lists Sub-processors that are currently engaged by StarTex. At least 30 days before StarTex engages a Sub-processor, StarTex will update the applicable website and provide Customer with a mechanism to obtain notice of that update. To object to a Sub-processor, Customer can: (i) terminate the Agreement pursuant to its terms; or (ii) cease using the Service for which StarTex has engaged the Sub-processor.
- 6.2 **Sub-processor Obligations.** Where StarTex authorizes a Sub-processor as described in Section 6.1:
- (a) StarTex will restrict the Sub-processor’s access to Customer Data only to what is necessary to provide or maintain the Services in accordance with the

¹ Note to Company: Consider stating the general purposes of processing also. These lists often include the countries where each sub-processor processes the data and the general purpose for processing. Including the country where data is processed also at least partially satisfies the GDPR requirement under Article 28 (3)(a) to transfer personal data to a third country only on the documented instructions of the controller.

Documentation, and StarTex will prohibit the Sub-processor from accessing Customer Data for any other purpose;

- (b) StarTex will enter into a written agreement with the Sub-processor and, to the extent that the Sub-processor performs the same data Processing services provided by StarTex under this DPA, StarTex will impose on the Sub-processor the same contractual obligations that StarTex has under this DPA; and
- (c) StarTex will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause StarTex to breach any of StarTex's obligations under this DPA.

7. **StarTex Assistance with Data Subject Requests.** Taking into account the nature of the Processing, the Service Controls are the technical and organizational measures by which StarTex will assist Customer in fulfilling Customer's obligations to respond to data subjects' requests under the GDPR. If a data subject makes a request to StarTex, StarTex will promptly forward such request to Customer once StarTex has identified that the request is from a data subject for whom Customer is responsible. The parties agree that Customer's use of the Service Controls and StarTex forwarding data subjects' requests to Customer in accordance with this Section, represent the scope and extent of Customer's required assistance.

8. **Optional Security Features.** StarTex makes available many Service Controls that Customer can elect to use. Customer is responsible for (a) implementing the measures described in Section 5.2, as appropriate, (b) properly configuring the Services, (c) using the Service Controls to allow Customer to restore the availability and access to Customer Data in a timely manner in the event of a physical or technical incident (for example backups and routine archiving of Customer Data), and (d) taking such steps as Customer considers adequate to maintain appropriate security, protection, and deletion of Customer Data, which includes use of encryption technology to protect Customer Data from unauthorized access and measures to control access rights to Customer Data.

9. **Security Incident Notification.**

9.1 **Security Incident.** StarTex will (a) notify Customer of a Security Incident without undue delay but not later than 24 hours after becoming aware of the Security Incident, and (b) take appropriate measures to address the Security Incident, including measures to mitigate any adverse effects resulting from the Security Incident.

9.2 **StarTex Assistance.** To enable Customer to notify a Security Incident to supervisory authorities or data subjects (as applicable), StarTex will cooperate with and assist Customer by including in the notification under Section 9.1(a) such information about the Security Incident as StarTex is able to disclose to Customer, taking into account the nature of the Processing, the information available to StarTex, and any restrictions on disclosing the information, such as confidentiality. Taking into account the nature of the Processing, Customer agrees that it is best able to determine the likely consequences of a Security Incident.

9.3 **Unsuccessful Security Incidents.** Customer agrees that:

- (a) an unsuccessful Security Incident will not be subject to this Section 9. An unsuccessful Security Incident is one that results in no unauthorized access to Customer Data or to any of the equipment or facilities utilized by StarTex for storing Customer Data, and could include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on

attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents; and

- (b) StarTex's obligation to report or respond to a Security Incident under this Section 9 is not and will not be construed as an acknowledgement by StarTex of any fault or liability of StarTex with respect to the Security Incident.

9.4 **Communication.** Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's administrators by any means StarTex selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information in the EHS Insight Services and the helpdesk site.

10. StarTex Certifications and Audits.

10.1 **StarTex ISO-Certification and SOC Reports.** In addition to the information contained in this DPA, upon Customer's request, and provided that the parties have an applicable NDA in place, StarTex will make available the certificates issued for the ISO 27001 certification, and the ISO 27017 certification (or the certifications or other documentation evidencing compliance with such alternative standards as are substantially equivalent to ISO 27001 and ISO 27017).

10.2 **SOC Reports and Data Hosting.** StarTex uses Amazon Web Services ("AWS") for hosting the Services, and annually verifies AWS continues to maintain and provide the System and Organization Controls (SOC) 1 Report, the System and Organization Controls (SOC) 2 Report and the System and Organization Controls (SOC) 3 Report (or the reports or other documentation describing the controls implemented by AWS that replace or are substantially equivalent to the SOC 1, SOC 2 and SOC 3). StarTex reserves the right to switch to another hosting vendor so long as the replacement vendor maintains similar controls and reports.

10.3 **StarTex Audits.** StarTex uses external auditors to verify the adequacy of its security measures. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001; (c) will be performed by independent third party security professionals at StarTex's selection and expense; and (d) will result in the generation of an audit report ("Report"), which will be StarTex's Confidential Information

10.4 **Audit Reports.** At Customer's written request, and provided that the parties have an applicable NDA in place, StarTex will provide Customer with a copy of the Report so that Customer can reasonably verify StarTex's compliance with its obligations under this DPA.

10.5 **Privacy Impact Assessment and Prior Consultation.** Taking into account the nature of the Processing and the information available to StarTex, StarTex will assist Customer in complying with Customer's obligations in respect of data protection impact assessments and prior consultation, by providing the information StarTex makes available under this Section 10.

11. **Customer Audits.** If Customer chooses to conduct any audit, including any inspection, it has the right to request or mandate on its own behalf under the GDPR or the Standard Contractual Clauses, by instructing StarTex to carry out the audit described in Section 10. If Customer wishes to change this instruction regarding the audit, then Customer has the right to request a change to this instruction by sending StarTex written notice as provided for in the Agreement. If StarTex declines to follow any instruction requested by Customer regarding audits, including inspections, Customer is entitled to terminate the Agreement in accordance with its terms.

12. Transfers of Personal Data.

- 12.1 **Regions.** Customer can specify the location(s) where Customer Data will be processed within the StarTex Network (each a “**Region**”). Once Customer has made its choice, StarTex will not transfer Customer Data from Customer’s selected Region(s) except as necessary to provide the Services initiated by Customer, or as necessary to comply with the law or binding order of a governmental body.
- 12.2 **Application of Standard Contractual Clauses.** The Standard Contractual Clauses will only apply to Customer Data that is transferred, either directly or via onward transfer, to any Third Country, (each a “**Data Transfer**”).
- 12.3 When Customer is acting as a controller, the Controller-to-Processor Clauses will apply to a Data Transfer.

13. Liability and Indemnity. StarTex indemnifies Customer and holds the Customer harmless against all claims, actions, third party claims, losses, damages and expenses incurred by the Customer arising out of a breach of this DPA and/or the EU Data Protection Law by StarTex. Customer indemnifies the StarTex and holds StarTex harmless against all claims, actions, third party claims, losses, damages and expenses incurred by StarTex arising out of a breach of this DPA and/or the GDPR by the Customer.

14. Termination of the DPA. This DPA will continue in force until the termination of the Agreement (the “**Termination Date**”).

15. Return or Deletion of Customer Data. Upon termination of this DPA, upon the data controller’s written request, or upon fulfillment of all purposes agreed in the context of the services whereby no further Processing is required, StarTex shall, at its sole discretion, either delete, destroy or return all personal data to the data controller and destroy or return any existing copies (except for such Customer Data that you are required to keep in compliance with any applicable law). StarTex shall notify all third parties supporting its own Processing of the personal data of the termination of the DPA and shall ensure that all such third parties shall either destroy the personal data or return the personal data to the data controller at the discretion of the data controller.

16. Duties to Inform. Where Customer Data becomes subject to confiscation during bankruptcy or insolvency proceedings, or similar measures by third parties while being processed by StarTex, StarTex will inform Customer without undue delay. StarTex will, without undue delay, notify all relevant parties in such action (for example, creditors, bankruptcy trustee) that any Customer Data subjected to those proceedings is Customer’s property and area of responsibility and that Customer Data is at Customer’s sole disposition.

17. Entire Agreement; Conflict. This DPA incorporates the Standard Contractual Clauses by reference. Except as amended by this DPA, the Agreement will remain in full force and effect. If there is a conflict between the Agreement and this DPA, the terms of this DPA will control, except that the Service Terms will control over this DPA. Nothing in this document varies or modifies the Standard Contractual Clauses.

18. Conflict. In the event of conflict between any provisions of the Agreement and the provisions of this DPA, the provisions of this DPA shall govern and control.

19. Definitions. Unless otherwise defined in the Agreement, all capitalized terms used in this DPA will have the meanings given to them below:

“**CCPA**” means the California Consumer Privacy Act of 2018 together, as amended by the California Privacy Rights Act of 2020, with any subordinate legislation or regulations.

“**controller**” has the meaning given to it in the GDPR.

“**Controller-to-Processor Clauses**” means the standard contractual clauses between controllers and processors for Data Transfers, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, and currently located at https://www.ehsinsight.com/gdpr_c2p_scc.

“**Customer Data**” means all electronic data or information submitted or uploaded by Customer or a User in connection with the Services, which may contain the “Personal Data” (as defined herein).

“**Data Protection Requirements**” means the General Data Protection Regulation, and any applicable laws, regulations, and other legal requirements relating to (a) privacy, data security, and protection of Personal Data; and (b) the Processing of any Personal Data. Data Protection Requirements may include, but are not limited to, UK GDPR, the Swiss Federal Act on Data Protection 2020, Lei Geral de Proteção de Dados (Brazil’s General Data Protection Law), the CCPA, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act, and the Virginia Consumer Data Protection Act.

“**Data Subject**” means any individual person whose Personal Data you process pursuant to this Agreement.

“**Documentation**” means StarTex’s user manuals or other documentation regarding the Services, accessible via Customer’s account management section within the StarTex website at <http://www.ehsinsight.com> and <http://support.ehsinsight.com> (or successor location), as may be updated by StarTex from time to time upon written notice to Customer.

“**EEA**” means the European Economic Area.

“**GDPR**” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

“**Personal Data**” a natural person’s first name or first initial and last name in combination with any one or more of the following data elements when the name and data elements are not encrypted: social security number, driver’s license number, driver authorization card number, or identification card number; account number, credit card number, or debit card number, in combination with any required security code, access code, or password that would permit access to the person’s financial account; a medical identification number or a health insurance identification number; a username, unique identifier, or electronic mail address in combination with a password, access code, or security question and answer that would permit access to an online account.

“**Processing**” has the meaning given to it in the GDPR and “process”, “processes” and “processed” will be interpreted accordingly.

“**Processor**” has the meaning given to it in the GDPR.

“**Security Incident**” means a breach of StarTex’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data.

“Service Controls” means the controls, including security features and functionalities, that the Services provide, as described in the Documentation.

“Standard Contractual Clauses” means the Controller-to-Processor Clauses.

“StarTex Network” means certain data center facilities, servers, networking equipment, and host software systems (for example, virtual firewalls) that are utilized by StarTex to provide the Services. No physical access is implied by this definition.

“StarTex Security Standards” means the security standards attached to the Agreement, or if none are attached to the Agreement, attached to this DPA as Annex 1.

“Third Country” means a country outside the EEA not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the GDPR).

“UK GDPR” means the UK General Data Protection Regulation, amended by the Data Protection Act 2018.

“UK Personal Data” means Personal Data the sharing of which pursuant to this Agreement is regulated by the UK GDPR.

Annex 1 StarTex Security Standards

Capitalized terms not otherwise defined in this document have the meanings assigned to them in the Agreement.

1. **Information Security Program.** StarTex will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) help Customer secure Customer Data against accidental or unlawful loss, access or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the StarTex Network, and (c) minimize security risks, including through risk assessment and regular testing. StarTex will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include the following measures:
 - 1.1 **Network Security.** The StarTex Network will be electronically accessible to employees, contractors, and any other person as necessary to provide the Services. StarTex will maintain access controls and policies to manage what access is allowed to the StarTex Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. StarTex will maintain corrective action and incident response plans to respond to potential security threats.
 - 1.2 **Physical Security.** Physical components of the StarTex Network are housed in AWS facilities (the “Facilities”). AWS employs physical barrier controls to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. StarTex maintains no physical facilities for the purpose of hosting Services, and no local networks are connected directly to the StarTex Network.
2. **Continued Evaluation.** StarTex will conduct periodic reviews of the security of its StarTex Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. StarTex will continually evaluate the security of its StarTex Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

Annex 2

To EHS INSIGHT GDPR DATA PROCESSING ADDENDUM California Consumer Privacy Act

This CCPA/CPRA Addendum (the “Addendum”) reflects the requirements of the California Consumer Privacy Act of 2018 and its implementing regulations, as amended or superseded from time to time. For the purposes of this Addendum StarTex is acting as a Service Provider for CCPA purposes.

This Addendum is an addendum to the DPA between StarTex and Customer and shall remain in effect for so long as StarTex maintains Personal Information (as defined in and to the extent protected by the CCPA) provided by Customer or which is collected on behalf of Customer by StarTex. This Addendum shall only apply and bind the Parties if and to the extent StarTex is a Business under the CCPA. This Addendum prevails over any conflicting terms of the Agreement but does not otherwise modify the Agreement. All capitalized terms not defined in this Addendum shall have the meanings set forth in the CCPA.

1. Interpretations.

“Affiliate” means an entity that directly or indirectly controls, is controlled by or is under common control with an entity.

“Authorized Affiliate” means any of Customer’s Affiliate(s) permitted to or otherwise receiving the benefit of the Services pursuant to the Agreement.

“Business”, “Collects”, “Consumer”, “Business Purpose”, “Sell”, “Service Provider”, and “Share” shall have the meanings given to them in §1798.140 of the CCPA.

“California Consumer Privacy Act” or “CCPA” means Title 1.81.5 California Consumer Privacy Act of 2018 (California Civil Code §§1798.100—1798.199), as amended or superseded from time to time.

“Personal Information” means personal information as defined by §1798.140 of the CCPA submitted to StarTex for processing pursuant to the Agreement.

“Services” shall have the meaning set forth in the Agreement.

2. Scope and Applicability of this Addendum.

2.1. This Addendum applies to the collection, retention, use, and disclosure of the Personal Information from California residents pursuant to the Agreement.

2.2. StarTex is a Service Provider within the meaning of CCPA who is appointed to process the Personal Information on behalf of Customer. Customer is responsible for compliance with the requirements of the CCPA applicable to Businesses.

2.3. Customer’s collection, retention, use, or disclosure of Personal Information for its own purposes independent of providing the Services specified in the Agreement are outside the scope of this Addendum.

3. Restrictions on Processing.

3.1. StarTex is prohibited from retaining, using, or disclosing the Personal Information for any purpose other than for the specific purpose of performing the Services specified in the

Agreement for Customer, as set out in this Addendum, or as otherwise permitted by the CCPA.

- 3.2. StarTex shall not further collect, sell, or use the Personal Information except as necessary to perform the Business Purpose. For the avoidance of doubt, StarTex shall not use the Personal Information for the purpose of providing services to another person or entity, except that StarTex may combine Personal Information received from one or more entities to which it provides similar services to the extent necessary to detect data security incidents, or protect against fraudulent or illegal activity.
4. **Consumer Rights.**
 - 4.1. StarTex will, upon Customer's instructions (and at StarTex's expense):
 - (a) use reasonable efforts to assist Customer in deleting Personal Information in accordance with a Customer's request except to where and to the extent permitted to retain the Personal Information pursuant to an exemption under the CCPA and/or CPRA; and
 - (b) use reasonable efforts to assist Customer in responding to verified Consumer requests received by Customer to provide information as it relates to the Collection of Personal Information for the Business Purpose.
5. **Assistance.** StarTex will, upon Customer's instruction and upon proof of such a communication, provide reasonable assistance to Customer to enable Customer to respond to any correspondence, inquiry, or complaint received from a Consumer or the California Attorney General in connection with the Collection and processing of the Personal Information.
6. **Deletion.** Upon receipt of Customer's written request, StarTex shall, at StarTex's election, delete or return any Personal Information within ninety (90) days of termination, except where StarTex is permitted by applicable law to retain some or all of the Personal Information, which Personal Information StarTex shall continue to protect from any further processing, except to the extent required by applicable law.
7. **Data Security.** StarTex shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Information it will process to protect the Personal Information from and against unauthorized or illegal access, destruction, use, modification, or disclosure. StarTex shall notify Customer without undue delay (and in time to fulfil any applicable reporting obligations) after becoming aware of an accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access of or to the Personal Information, and provide timely information relating to such, as it becomes known or is reasonably requested by Customer.
8. **Mergers, Sale, or Other Asset Transfer.** In the event that either Party transfers to a third party the Personal Information of a Consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of such Party to the Agreement, that information shall be used or shared consistently with applicable law. If a third party materially alters how it uses or shares the Personal Information of a Consumer in a manner that is materially inconsistent with the promises made at the time of collection, it shall provide prior notice of the new or changed practice to the Consumer in accordance with applicable law.