

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 24-049**

**APPROVING AN INTERLOCAL AGREEMENT WITH THE  
NORTH TEXAS TOLLWAY AUTHORITY FOR TOLLTAG MARKETING,  
DISTRIBUTION, PROMOTIONAL SERVICES AND ACCOUNT ENROLLMENT**

WHEREAS, in recent years on Mobility Authority has experienced an increase in Pay by Mail transactions and a decrease in pre-paid electronic toll collection on Mobility Authority toll facilities; and

WHEREAS, pre-paid electronic toll collection is more efficient and cost-effective for both the Mobility Authority and users of Mobility Authority toll facilities; and

WHEREAS, the North Texas Tollway Authority (NTTA) has offered to partner with the Mobility Authority to market and distribute NTTA's TollTag® products in the Central Texas region; and

WHEREAS, the Executive Director and NTTA have negotiated a proposed interlocal agreement for marketing, promotional services, account enrollment and distribution of NTTA's TollTag® products in the Central Texas region which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with NTTA.


NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the proposed interlocal agreement with the North Texas Tollway Authority and authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially the same form as attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of August 2024.

Submitted and reviewed by:

  
\_\_\_\_\_  
James Bass  
Executive Director

Approved:

  
\_\_\_\_\_  
Robert W. Jenkins, Jr.  
Chairman, Board of Directors

**Exhibit A**

## **DISTRIBUTION AGREEMENT**

This Distribution Agreement (“Agreement”) by and between the Central Texas Regional Mobility Authority (“CTRMA”) and the North Texas Tollway Authority (“NTTA”) is entered into as of the Effective Date, as defined on the signature page of this Agreement.

### RECITALS

- A. CTRMA and NTTA (each a “Party,” together the “Parties”) enter into this Agreement through which NTTA will provide limited access to its TRIPS system to CTRMA and its customer service representatives.
- B. CTRMA is a political subdivision of the State of Texas that operates under Chapter 370 of the Texas Transportation Code (“Code”). Pursuant to Chapter 791 of the Texas Government Code and Chapter 370 of the Code, CTRMA is authorized to contract with other governmental entities to assist with the operation of its roadways.
- C. NTTA is a political subdivision of the State of Texas that operates under Chapter 366 of the Code. Pursuant to Chapter 791 of the Texas Government Code and Chapter 366 of the Code, NTTA is authorized to contract with other governmental entities to assist with the operation of other roadways, including the provision of tolling services for other roadways.
- D. At the request of CTRMA, NTTA agrees to provide TollTags to CTRMA pursuant to the terms set forth in this Distribution Agreement.
- E. Pursuant to Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, NTTA’s Board of Directors approved this Agreement and authorized NTTA’s Executive Director to execute and deliver this Agreement on behalf of NTTA.
- F. Pursuant to Resolution No. 24-049 dated August 28, 2024, CTRMA’s Board of Directors approved this Agreement and authorized CTRMA’s Executive Director to execute and deliver this Agreement on behalf of CTRMA.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, NTTA and CTRMA agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms and abbreviations used in this Agreement have the definitions set forth in Appendix A.

2. Engagement, Term and Termination.

a. The term (“Term”) of this Agreement begins on the Effective Date and, unless earlier terminated in accordance with Section 2b, ends on the 2<sup>nd</sup> anniversary of the Effective Date. This Agreement will automatically renew and be extended for successive 1-year periods, each of which begins on the last day of the then-expiring Term, unless terminated as set forth in Section 2b. If this Agreement is extended, “Term” includes the extended period.

b. This Agreement will terminate on the earliest of: (i) on the date that CTRMA permanently ceases imposing tolls; (ii) as mutually agreed by the Parties in writing; (iii)

as required by law or a final and binding court order; or (iv) 30 days after written notice of termination is given by either Party. Access to NTTA's TRIPS system and NTTA support will cease on the termination date unless otherwise agreed to by the Parties in writing.

3. NTTA will provide:

a. Through a train-the-trainer program, customer service training and training materials for CTRMA's customer service agents who will have access to NTTA's back-office system for customer account search, NTTA TollTag account creation, management, vehicle updates and TollTag supply and replacement. NTTA will provide no more than one training session per quarter, to no more than 10 CTRMA customer service representative trainers in each session, and, provided CTRMA reimburses NTTA for all travel, lodging, and meal costs and expenses, for training onsite at CTRMA's location.

b. NTTA will provide CTRMA's customer service agents with access to NTTA's back-office system for pre-defined tasks.

c. NTTA will provide CTRMA access via email and dedicated phone number to NTTA's Customer support team for issue resolution.

d. NTTA will provide to CTRMA reports of the number of new TollTag accounts that are created under this Agreement as requested by CTRMA, no more frequently than once a month.

4. CTRMA Responsibilities.

a. CTRMA is responsible for securing its access to NTTA's TRIPS system, which responsibility includes only permitting authorized users, each of whom must be a current CTRMA employee or an authorized third party representative in good standing, to access the TRIPS system as a part of this Agreement; ensuring the applicable access credentials are secure and not shared between CTRMA employees or with third parties; and CTRMA must immediately notify NTTA when an authorized user is no longer in good standing or has left CTRMA's employ, whichever is earlier. CTRMA must also provide NTTA, on a monthly basis, a complete and electronically searchable list of the CTRMA employees and authorized representatives that have been designated authorized users and confirm that each remains an employee or authorized representative in good standing.

b. CTRMA will use its existing resources for customer service, for Pay by Mail ("PBM") transactions, for video transactions, for toll violator prosecutions or enforcements, and for collecting any outstanding or overdue amounts. NTTA is not responsible for nor will NTTA provide any transaction processing, toll collection, image review, clearinghouse, billing and bankruptcy processing, or conduct any toll violator prosecution services (collectively "Excluded Services") under this Agreement for CTRMA's PBM customers.

c. CTRMA will, subject to the requirements of Section 7, also market, promote, and facilitate additional distribution agreements between third parties (e.g., such as automotive dealerships) (each a "Third-Party Distributor") and NTTA, which agreements will not be effective unless signed by an authorized representative of NTTA.

5. Cooperative Efforts.

a. The Parties will make appropriate representatives, including technical personnel, available to discuss issues and potential resolutions in connection with the performance of this Agreement. If required by NTTA, the Parties will enter into a Work Authorization to implement this Section.

b. Before the commencement of Tolling Services, CTRMA and NTTA will perform the systems configuration and testing necessary for interconnection of TRIPS and CTRMA's back-office.

c. If this Agreement is terminated, NTTA will provide transition services, if any, subject to a mutually agreed Work Authorization.

6. CTRMA Compensation Obligations.

CTRMA will compensate NTTA the fees and costs set forth in this Agreement:

a. CTRMA will pay NTTA at the hourly rate or flat fee set forth in an applicable Work Authorization, plus any costs or expenses incurred by NTTA, for any consulting services provided by NTTA, its vendors, consultants and contractors under this Agreement, including for creative modifications and/or for supporting CTRMA's marketing efforts.

b. CTRMA has the sole obligation to directly pay the ad placement firms with whom it collaborates (including NTTA's ad placement firm) and for any ads or marketing campaigns requested or placed by CTRMA under this Agreement.

c. As a part of the distribution agreements that CTRMA facilitates pursuant to Section 4c, it will receive additional TollTags for distribution to the Third-Party Distributors. These additional TollTags are CTRMA's responsibility, and CTRMA must compensate NTTA for any TollTags that are received by CTRMA and that are subsequently misplaced, destroyed, or otherwise lost, whether by CTRMA or the Third-Party Distributors.

d. Other related support as agreed upon using the work authorization process.

7. Marketing Efforts.

a. CTRMA agrees to, in compliance with APPENDIX B and under NTTA's management and approval, actively market TollTags for use on CTRMA roadways. In addition, to the extent that CTRMA references NTTA or TollTags in any marketing, communications, or advertising campaign, the marketing and communications plans and assets will be submitted to NTTA in advance for review and approval, such approval not to be unreasonably withheld. CTRMA will provide a list of cities and counties where it plans to advertise and/or communicate about the TollTag, including the timing of these campaigns. To assist with CTRMA's TollTag marketing efforts, NTTA will, if requested, provide CTRMA with TollTags. Upon receipt, CTRMA assumes responsibility for such TollTags until they are properly issued to customers or returned to NTTA. CTRMA shall pay NTTA for NTTA's actual costs and expenses for each TollTag that is lost or unaccounted for after receipt by CTRMA and before issuance to a customer.

CTRMA shall promptly notify NTTA regarding lost or unaccounted for TollTags. Within five Business Days following the termination of this Agreement, CTRMA shall return all unissued TollTags to NTTA.

b. NTTA agrees to work collaboratively with CTRMA on outreach efforts to promote the adoption and use of TollTags in CTRMA's service area, including but not limited to digital and social media campaigns, appointed and elected official networking, governmental agency and commercial fleet program start-ups, and other public engagement initiatives that support TollTag adoption.

8. Confidential Information. The Parties will maintain Customer Confidential Information of each Party in compliance with applicable law. For the removal of doubt, the Parties agree that, as between NTTA and CTRMA, NTTA is the exclusive owner and custodian of the information of all TollTag account holders and NTTA Confidential Information. CTRMA agrees to implement and maintain reasonable security measures, including without limitation those specified in the Information Security Exhibit attached hereto as Appendix C and incorporated herein, to protect the confidentiality of all NTTA Confidential Information.

9. Records and Rights of Inspection. CTRMA will maintain, consistent with its practices regarding customers of its own facilities, accurate and complete books and records relating to its performance under this Agreement, including electronic data relating thereto. NTTA has the right, at any reasonable time after providing five Business Days advance written notice, to inspect and copy any books, records, and documents, if any, of CTRMA relating to the inventory of TollTags, the creation of TollTag accounts, and the number and status of authorized users of the TRIPS system. Any such inspection must only be conducted during normal business hours at the location where such books and records are maintained.

10. Cyber Risk Insurance. Each Party must purchase cyber risk insurance covering its performance under the Agreement with limits not less than \$5,000,000 per claim and in the aggregate annually. The coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the insured Party under this Agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to, alteration of, or destruction of electronic information, unauthorized release or disclosure of private information, extortion, technology errors and omissions, network security, and media liability. The policy shall provide property-damage liability coverage for damage to, alteration of, loss of, or destruction of the other Party's electronic data and/or information in the care, custody, or control of the insured Party.

11. Remedies and Dispute Resolution Procedures. Any disputes between the Parties concerning this Agreement that cannot be resolved at the staff level will be referred to each Party's Executive Director (or designee) to resolve. If any dispute between the Parties cannot be resolved by the Executive Directors (or designees), and either Party fails to observe or perform any covenant, agreement, term or condition under this Agreement and such failure continues for a period of 60 days after written notice is provided by the other Party specifying said failure, the other Party will be entitled to exercise any and all other rights and remedies available to it under this Agreement, at law, or in equity, subject to the limitations set forth in the Agreement. After expiration of the 60-day period after notice and before any litigation is filed, the Parties agree to

mediate the dispute. If litigation is required to resolve any dispute regarding this Agreement, the Parties acknowledge that venue is proper in Collin County, Texas and waive the right to sue or be sued elsewhere; such waiver includes waiver of any claim that a court in Collin County, Texas, is an inconvenient forum.

12. Successors and Assigns. Neither Party may assign or transfer its interest in this Agreement without the prior written consent of the other Party. This Agreement will bind and be for the sole and exclusive benefit of the Parties and their legal successors.

13. No Third-Party Beneficiaries. Nothing in this Agreement or in any approval subsequently provided under this Agreement by either Party hereto shall be construed as conferring any benefits, rights, remedies, or claims to any individual or entity that is not a party to this Agreement, including the public in general.

14. No Warranty and DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES TO BE RENDERED UNDER THIS AGREEMENT, IF ANY, ARE FURNISHED AS IS, WHERE IS, AND WITH ALL FAULTS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE.

15. Severability. If any provision of this Agreement, or the application thereof to any individual or entity, is rendered or declared illegal or is invalid or unenforceable for any reason, the remainder of this Agreement and its application to others will be enforced to the greatest extent permitted by applicable law.

16. Survival. The provisions of the following Sections will survive the termination of this Agreement for any reason, including pursuant to any termination right provided for herein: Sections 6, 8-9, 11-16, and 18-26.

17. Written Amendments. Any amendments to this Agreement must be enacted through an amendment in writing and executed by the Parties.

18. Notices. All notices required to be given hereunder must be in writing and must be sent by hand delivery, certified mail return receipt requested, or reputable overnight courier, addressed as follows:

If to NTTA:

Executive Director  
North Texas Tollway Authority  
5900 W. Plano Parkway, Suite 100  
Plano, Texas 75093

(With a separate copy to NTTA's General Counsel at the same address)

If to CTRMA:

Executive Director  
Central Texas Regional Mobility Authority  
3300 N. Interstate 35 Frontage Road, Suite 300  
Austin, Texas 78705

(With a separate copy to CTRMA's General Counsel at the same address)

Notices delivered by hand or courier will be deemed provided on the date so delivered. Notices delivered by certified mail will be deemed provided three days after deposit.

19. No Personal Liability. All covenants and obligations of a Party under this Agreement will be deemed to be the covenants and obligations of said Party, and no officer, director, or employee of either Party will have any personal obligations or liability hereunder.

20. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent between the Parties, or any joint enterprise. This Agreement does not create a fiduciary or other special relationship between the Parties.

21. Authorization. Each Party represents to the other Party that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

22. Interpretation. No provision of this Agreement shall be construed against a Party because that Party drafted or prepared such provision. Wherever the word "including" is used, it means "including, without limitation."

23. Captions. The captions used for the Sections in this Agreement are inserted for convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement or any Section hereof.

24. Governing Law. The laws of the State of Texas govern this Agreement. NTTA's provision of Tolling Services under this Agreement is governed by Chapter 366 of the Transportation Code.

25. Counterparts. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf, or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

26. Force Majeure. If by reason of Force Majeure a Party (the "Affected Party") shall be rendered unable wholly or in part to carry out its obligations under this Agreement, and if the Affected Party gives notice and full particulars of such Force Majeure in writing to the other Party



within a reasonable time after failure to carry out such obligations, then the obligations of the Affected Party under this Agreement, so far as they are affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, including a reasonable time for removal of the effect thereof.

[INTENTIONALLY BLANK—SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the last execution date set forth below (the “Effective Date”).

**NORTH TEXAS TOLLWAY AUTHORITY**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution:

\_\_\_\_\_/\_\_\_\_\_/2024

Date of Execution:

\_\_\_\_\_/\_\_\_\_\_/2024

## APPENDIX A

As used in this Agreement and Exhibits incorporated therein, the following terms have the meanings ascribed below:

“Business Day” means a day on which NTTA’s headquarters is officially open for business (*i.e.*, weekdays other than NTTA-observed holidays). Any reference in this Agreement to a day or days that is not specifically stated as a “Business Day” means a calendar day.

“Customer Confidential Information” means the toll account and travel records of Drivers, including all personal information such as names, addresses, e-mail addresses, telephone numbers, and financial profiles.

“Driver(s)” means the registered owner of a vehicle traveling on CTRMA roadways.

“Force Majeure” means acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, acts or orders of any kind of the government of the United States of America, or of any state or locality thereof, or any civil or military authority, terrorist acts, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, droughts, restraining of government and people, civil disturbances, explosions, nuclear accidents, wars, breakage or accidents to machinery, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other cause not reasonably within the control of the Affected Party claiming such inability.

“NTTA Confidential Information” means confidential, trade secret, sensitive, or proprietary information that includes information, records, data, processes, methods, techniques, products, or knowledge owned, developed, controlled, compiled, acquired, maintained, or received by (or licensed to) NTTA or submitted by any applicant for a TollTag, directly or indirectly (through CTRMA), to NTTA.

“TollTag” means a transponder issued by NTTA.

“Work Authorization” means a supplemental agreement executed by the Parties specifying additional services that CTRMA may request from NTTA. Such additional services will be requested by CTRMA in writing and will be subject to mutually-agreeable compensation.

## APPENDIX B

1. For each marketing or promotional campaign or effort, CTRMA shall complete its media buy before the scheduled start of the campaign.
2. NTTA will, pursuant to a signed work authorization:
  - a. Develop and deliver creative Content to CTRMA for distribution by CTRMA through CTRMA's media buy and placement strategy;
  - b. Track and report metrics associated with TollTag adoption, digital ad conversions, TollTag transactions as a subset of CTRMA's total transaction counts;
  - c. Advise on focus groups, customer surveys, message testing, testing of new offerings and services, and other elements of TollTag adoption trends in CTRMA's service area; and
  - d. Provide or support any other TollTag adoption or promotional efforts, including the implementation of a rewards program.

## APPENDIX C

### Information Security Addendum

Whereas, North Texas Tollway Authority (“NTTA”) collects and maintains personally identifiable information and/or other personal information concerning individual data subjects (*e.g.*, toll customers, vehicle owners, employees, or contacts) which may include data elements such as a data subject’s Social Security number, driver’s license number, license plate number, geolocation/travel data, bank account or credit card information, health information, employment-related information, or login and password credentials (“Personal Information” or “PI”);

Whereas, NTTA and the Central Texas Regional Mobility Authority (“CTRMA”) have entered into the \_\_\_\_\_ Agreement (NTTA Contract Number: XXXXX-NTT-00-XX-XX), as it has been or may be amended (“Distribution Agreement”) in connection with which CTRMA will provide certain services (“Services”);

Whereas, in connection with the Services, CTRMA may have access to, receive, generate, handle, store, transmit, or otherwise process certain PI and/or other confidential materials, information, or data maintained by or concerning NTTA, including, without limitation “Confidential Information,” as that term is defined in the Distribution Agreement (collectively with Personal Information, “NTTA Information”);

Whereas, CTRMA and NTTA agree that this Information Security Addendum (“Addendum”) will be incorporated in and become part of the Distribution Agreement.

CTRMA agrees as follows:

1. CTRMA is responsible for the security of NTTA Information that it receives or accesses in performing Services, and CTRMA will at all pertinent times maintain appropriate information security measures with respect to NTTA Information in a manner consistent with applicable law.
2. CTRMA must comply with applicable privacy and data protection laws (including regulations promulgated pursuant thereto). If at any point in time, CTRMA is not able to comply with applicable privacy and data protection laws and regulations or the provisions of this Addendum, CTRMA must promptly notify NTTA.
3. CTRMA will cooperate with NTTA’s efforts to comply with applicable privacy and data protection laws and regulations and applicable data subject rights, including with respect to responses to data subject requests to access, correct, delete, or restrict processing of Personal Information. CTRMA will promptly and appropriately provide information to NTTA (or, as applicable, confirm correction, deletion, or restricted processing as to specified Personal Information) as necessary for NTTA to respond to such requests and comply with NTTA’s legal obligations in a timely manner. CTRMA must ensure that its agents and any representatives or contractors, and other persons not directly employed by CTRMA (collectively, “Contractors”) are obligated to cooperate and provide information as necessary for CTRMA to fully and timely comply with the provisions of this paragraph.

4. CTRMA will implement and maintain industry-standard or better administrative, technical, and physical safeguards with respect to all business processes and physical premises and all computing equipment, systems, applications, and software used by or for CTRMA to access, receive, generate, handle, store, transmit, or otherwise process any NTTA Information (such equipment, systems, applications, and software, “CTRMA Systems”), to protect against unauthorized use of, unauthorized access to, damage to, or loss of control of such NTTA Information (any such use, access, damage, or loss of control, a “Security Incident”). Without limiting the foregoing, unless otherwise agreed in writing as to NTTA Information that NTTA deems to be non-sensitive, CTRMA must restrict access to NTTA Information in order that such information is available on a “need-to-know” basis, and CTRMA must appropriately and effectively encrypt (a) NTTA Information transmitted over the Internet, other public networks, or wireless networks; (b) NTTA Information stored on laptops, tablets, or any other removable or portable media or devices; and (c) NTTA Information at rest in any cloud-based or other third-party data hosting system. In addition, CTRMA will regularly screen for and remove from CTRMA Systems any software or computer code designed to perform an unauthorized function on, or permit unauthorized access to, an information system, including without limitation, computer viruses, Trojan horses, worms, spyware, and time or logic bombs, and CTRMA will apply available security updates and patches to CTRMA Systems promptly and on an ongoing basis, perform quarterly vulnerability assessments and annual penetration testing on all networked/connected components of CTRMA Systems, and ensure that vulnerability scanning tools and processes are in place as necessary to identify and remediate vulnerabilities to any of the computing environments within the CTRMA Systems. Any medium- or high-risk issues and critical gaps must be remediated as soon as reasonably possible upon CTRMA’s receipt of the results of such assessments and testing and CTRMA will provide NTTA with a written report of such issues, gaps, and remediation efforts upon NTTA’s request.
5. CTRMA will identify to NTTA any Contractors CTRMA intends to utilize in connection with the Distribution Agreement who may have any access to NTTA Information in connection with the Services. Before CTRMA permits any Contractor to have access to NTTA Information, CTRMA will obtain NTTA’s written approval, not to be unreasonably withheld.
6. CTRMA will restrict the NTTA Information to which a given employee or approved Contractor has access to only that NTTA Information which such employee or approved Contractor needs to access in the course of such employee’s duties and responsibilities in connection with the Services. Before granting any approved Contractor access to NTTA Information, CTRMA will ensure that such Contractor has agreed to abide by the information security measures and restrictions on use set forth in this Addendum (or other applicable measures and restrictions that are at least as protective of NTTA Information). CTRMA will be responsible for the acts and/or omissions of its Contractors under this Addendum as though such acts or omissions were those of CTRMA. CTRMA is responsible for ensuring its personnel comply with applicable privacy and cyber security laws and regulations, and will require personnel to complete adequate training relating to privacy and cyber security, including any

training provided and required by NTTA as a requirement for access to its systems or data.

7. NTTA Information will not be stored, accessed, or processed at any location outside of the United States, unless previously approved in writing signed by NTTA.
8. CTRMA has no rights in NTTA Information other than the rights NTTA grants to CTRMA to provide the Services to NTTA. CTRMA may not use, disclose, retain, or otherwise process NTTA Information for purposes other than performing the Services, to comply with applicable law, or to detect Security Incidents or protect against fraudulent or illegal activity, and CTRMA will ensure that its Contractors are restricted from any use, retention, or other processing of NTTA Information other than for purposes of performing the Services for NTTA, to comply with applicable law, or to detect Security Incidents or protect against fraudulent or illegal activity. Without limiting the foregoing, CTRMA acknowledges, agrees, and certifies that (a) the foregoing limitation applies also to CTRMA's internal use of NTTA Information and (b) CTRMA will not "sell" (as defined under the California Consumer Privacy Act or any comparable legislation) NTTA Information. CTRMA may not de-identify, aggregate, redact, create derivative data, or otherwise process NTTA Information for CTRMA's purposes other than as required to perform the Services for NTTA. Except to the extent otherwise expressly permitted under the Distribution Agreement, CTRMA will not disclose NTTA Information except to the extent required by law or a governmental authority having jurisdiction over CTRMA or its Contractor, as applicable. In the event of such required disclosure, CTRMA will notify NTTA in advance (if legally permissible to do so) and will reasonably cooperate with any decision by NTTA to seek to condition, minimize the extent of, or oppose such disclosure.
9. CTRMA will immediately notify NTTA if CTRMA discovers any actual or reasonably suspected Security Incident. In no event will CTRMA's notification to NTTA be later than 48 hours after CTRMA discovers the Security Incident; provided, however, that more immediate notification will be given as the circumstances warrant or if more immediate notification is required by law. CTRMA will provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as access to activity records, forensic analysis, and log files). In addition, CTRMA will promptly undertake appropriate remediation measures to cease and remediate any unauthorized use of NTTA Information and to remediate vulnerabilities with respect to CTRMA Systems involved and will inform NTTA on an ongoing basis regarding the same.
10. In accordance with any obligations under data security or privacy laws, NTTA will determine how, whether, and when to provide notice of a Security Incident that involves Personal Information to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority; and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media. All notices and other public communications about any Security Incident must be approved in writing by NTTA before they are distributed.

11. If the Security Incident involves NTTA Information in CTRMA's custody or control (including in the custody or control of any of CTRMA's Contractors) or is accomplished using access permissions or credentials extended to CTRMA, then, (a) if the Security Incident involves Personal Information: (i) CTRMA will reimburse NTTA for any reasonable costs or expenses NTTA incurs in the provision of such notices (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required, expected, or customary for similar data security incidents), and (ii) CTRMA must indemnify and hold NTTA harmless from all claims, costs, expenses, and damages (including reasonable attorneys' fees) that NTTA incurs in connection with any third-party claim or regulatory action arising from the Security Incident, and/or (b) if the Security Incident involves confidential information of a third party for which NTTA is liable or accountable under any contractual or legal theory, then CTRMA will indemnify and hold NTTA harmless from all claims, costs, expenses, and damages (including reasonable attorneys' fees) that NTTA incurs in connection with a claim by or on behalf of such third party arising from the Security Incident. In addition, if the Security Incident involves damage to or loss of control over any NTTA Information as a result of any act or omission of CTRMA (including any act or omission of CTRMA's Contractors), then CTRMA must reimburse NTTA for costs or expenses NTTA incurs in connection with containing, mitigating, and remediating the associated damage or unavailability of data.
12. CTRMA will provide reasonable cooperation and permit NTTA or its agent or representative (and any governmental authorities with jurisdiction in connection with an audit requested by NTTA) reasonable access for an on-site review of CTRMA's premises, the premises of any Contractor, and all pertinent security procedures and access and activity records in order to verify CTRMA's compliance with its obligations under this Addendum and with respect to any other privacy, confidentiality, and security provisions in the Distribution Agreement.
13. Before accessing any NTTA Information in connection with the Services, CTRMA must comply with one or more of the following:
  - a. CTRMA will provide a current Type 2 Service Organizations Control (SOC) report, or comparable report satisfactory to NTTA, addressing the adequacy of CTRMA's controls under the Trust Services Principles and Criteria of the American Institute of CPAs, or comparable principles and requirements satisfactory to NTTA. The scope of such report will include the CTRMA Systems and the business processes used by or for CTRMA to access, store, process, or transmit any NTTA Information, and such report will include a list of the controls that were tested.
  - b. CTRMA must provide a report from an independent third-party security professional engaged by CTRMA (at CTRMA's own expense) to audit the security of the CTRMA Systems and the business processes used by or for CTRMA to access, store, process, or transmit any NTTA Information. The underlying audit will be performed according to ISO/IEC 27001 standards. The report must include a clear description of the scope of the audit and any material findings by the auditor.

- c. CTRMA will propose a written audit plan, obtain NTTA's approval, and comply with the audit plan. Such audit plan will set forth procedures for CTRMA's review, reporting, and attestation as to the information security and privacy protections of the CTRMA Systems and the business processes used by or for CTRMA to access, store, process, or transmit any NTTA Information. NTTA will approve the proposed audit plan, approve the plan conditioned upon reasonable additional audit procedures specified by NTTA, or reject the plan. If NTTA approves the proposed audit plan (with or without conditions), then CTRMA will comply with such audit plan as approved until/unless NTTA requests that CTRMA propose a new audit plan (which request will not be made more than once per calendar year absent extraordinary circumstances).
- 14. Whenever NTTA Information is no longer needed for the performance of Services, or at any time upon written notification from NTTA, CTRMA will unconditionally return or, at NTTA's written election, certify the secure destruction of, all NTTA Information in CTRMA's possession, custody, or control (including NTTA Information in the possession, custody, or control of any of CTRMA's Contractors).
- 15. Notwithstanding anything in the Distribution Agreement to the contrary, this Addendum will remain in effect as to NTTA Information for so long as NTTA Information remains in the possession, custody, or control of CTRMA or its Contractors.