## Exhibit "C" To Piggyback Agreement

## **EXHIBIT C - Additional Nondisclosure Requirements**

IMAGETREND acknowledges that Its Agreement with CLIENT may allow IMAGETREND to access to confidential Information Including, but not limited to personal information notwithstanding the manner in which or from whom it is received by IMAGETREND ("Data") which Is subject to state and or federal laws that restrict the use and disclosure of such information. IMAGETREND shall maintain the privacy of, and shall not release, Datawithoutfull compliance with all applicable state and federal laws, state policies, and the provisions of this Agreement. The parties hereby agree to the following:

- 1. IMAGETREND agrees to hold Data received from or created on behalf of the CLIENT in strictest confidence. IMAGETREND shall not use or disclose Data except as permitted or required by the Agreement or as otherwise authorized in writing by the CLIENT. If required by a court of competent jurisdiction or an administrative body to disclose Data, IMAGETREND will notify the CLIENT in writing prior to any such disclosure in order to give the CLIENT an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Data outside the United States is subject to prior written authorization by the State. IMAGETREND has no authority to make any disclosures of any Information which it receives from one entity to another entity unless specifically authorized in writing. IMAGETREND agrees to abide by the following standards regarding the security of Data:
- 1.1. Data Security: IMAGETREND agrees to implement safeguards to ensure the confidentiality, availability, and integrity Data during processing, storage, and transmission. These safeguards should be in accordance with industry best practices and should include (but are not limited to) controls such as datacenters which are incompliance with SAS 7D hosting recommendations or SSAE/SOC requirements, change control processes and documentation for system updates testing & deployment, logging & auditing associated with account management & access, and encrypted transmission channels for all Data. IMAGETREND must notify the CLIENT of any changes in IMAGETREND's processes or procedures that could potentially affect these safeguards. Such notification will take place annually, and inwriting, prior to each contract renewal.
- 1.2. Data Storage: IMAGETREND also agrees that any and all Data will be stored, processed, and maintained solely on designated target servers and that no Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium Is in use as part of IMAGETREND's designated backup and recovery processes.
- 1.3. Data Re-Use: IMAGETREND agrees that any and all Data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement Data shall not be distributed, repurposed or shared across other applications, environments, or business units of IMAGETREND. IMAGETREND further agrees that no Data of any kindshall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the CLIENT.
- 2. IMAGETREND hereby agrees to indemnify and hold harmless the State of Georgia, its trustees, officers, and employees, from any claims for loss, damage or expense made against the CLIENT as a direct result of IMAGETREND's failure to comply with its obligations provided for in this Agreement.