Exhibit E

United States Privacy Law Exhibit

This United States Privacy Law Exhibit ("<u>Exhibit</u>") supplements the DPA and includes additional information required by the California Consumer Privacy Act (Cal. Civ. Code §§ 1798.100 *et seq*.) as amended by the California Privacy Rights Act ("<u>CCPA</u>") and the Virginia Consumer Data Protection Act (Va. Code §§ 59.1-575 *et seq*.) ("<u>VCDPA</u>"), in each case, as updated, amended or replaced from time to time. Any terms not defined in this Exhibit shall have the meanings set forth in the DPA and/or the Agreement.

A. CALIFORNIA

1. Definitions

1.1 For purposes of this Section A, the terms "<u>Business</u>," "<u>Business Purpose</u>," "<u>Commercial Purpose</u>," "<u>Consumer</u>," "<u>Processing</u>," "<u>Service Provider</u>," "<u>Share</u>," and "<u>Verifiable Consumer</u> <u>Request</u>" shall have the meanings set forth in the CCPA.

1.2 All references to "<u>Personal Data</u>," "<u>Controller</u>," "<u>Processor</u>," and "<u>Data Subject</u>" in the DPA shall be deemed to be references to "<u>Personal Information</u>," "<u>Business</u>," "<u>Service Provider</u>," and "<u>Consumer</u>," respectively, as defined in the CCPA.

2. Obligations

2.1 The parties acknowledge and agree that Vendor is a Service Provider for the purposes of the CCPA (to the extent it applies) and Vendor is receiving Personal Information from Company in order to provide the Services pursuant to the Agreement, which constitutes a Business Purpose.

2.2 Company is only disclosing Personal Information to Vendor for the limited and specified purposes described in Exhibit A to this DPA.

2.3 Vendor shall not Sell or Share Personal Information provided by Company under the Agreement.

2.4 Vendor shall not retain, use, or disclose Personal Information provided by Company pursuant to the Agreement for any purpose, including a Commercial Purpose, other than as necessary for the specific purpose of performing the Services to Company pursuant to the Agreement, or as otherwise set forth in the Agreement or as permitted by the CCPA.

2.5 Vendor shall not retain, use, or disclose Personal Information provided by Company pursuant to the Agreement outside of the direct business relationship between Company and Vendor.

2.6 Vendor shall notify Company if it makes a determination that it can no longer meet its obligations under the CCPA.

2.7 Vendor will not combine Personal Information received from, or on behalf of, Company with Personal Information that it receives from, or on behalf of, another party, or that it collects from its own interaction with the Consumer.

2.8 Vendor shall comply with all obligations applicable to Service Providers under the CCPA, including by providing Personal Information provided by Company under the Agreement the level of privacy protection required by CCPA.

2.9 Vendor shall only engage a new subcontractor to assist Vendor in providing the Services to Company under the Agreement in accordance with Section 4.1 of the DPA, including, without limitation, by entering into a written contract with the subcontractor that requires such subcontractor to observe all of the applicable requirements set forth in the CCPA.

3. Consumer Rights

3.1 Vendor shall assist Company in responding to Verifiable Consumer Requests to exercise the Consumer's rights under the CCPA as set forth in Section 7 of the DPA.

4. Audit Rights

4.1 Vendor shall allow Company to conduct inspections or audits in accordance with Section 8 of the DPA.

B. VIRGINIA

1. Definitions

1.1 For purposes of this Section B, the terms "<u>Consumer</u>," "<u>Personal Data</u>," "<u>Processing</u>," and "<u>Processor</u>" shall have the meanings set forth in the VCDPA.

1.2 All references to "<u>Data Subject</u>" in this DPA shall be deemed to be references to "<u>Consumer</u>" as defined in the VCDPA.

2. Obligations

2.1 The parties acknowledge and agree Vendor is a Processor for the purposes of the VCDPA (to extent it applies).

2.2 The nature, purpose, and duration of Processing, as well as the types of Personal Data and categories of Consumers are described in Exhibit A to this DPA.

2.3 Vendor shall adhere to Company's instructions with respect to the Processing of Personal Data and shall assist Company in meeting its obligations under the VCDPA by:

- 2.3.1 Assisting Company in responding to Consumer rights requests under the VCDPA as set forth in Section 7 of the DPA;
- 2.3.2 Complying with Section 3 ("Security of Personal Data") of the DPA with respect to Personal Data provided by Company;
- 2.3.3 In the event of a Personal Data Breach, providing information sufficient to enable Company to meet its obligations pursuant to Va. Code § 18.2-186.6; and
- 2.3.4 Providing information sufficient to enable Company to conduct and document data protection assessments to the extent required by VCDPA.

2.4 Vendor shall maintain the confidentiality of Personal Data provided by Company and require that each person Processing such Personal Data be subject to a duty of confidentiality with respect to such Processing;

2.5 Upon Company's written request, Vendor shall delete or return all Personal Data provided by Company in accordance with Section 3.3 of the DPA.

2.6 Vendor shall only engage a new subcontractor to assist Company in providing the Services to Company under the Agreement in accordance with Section 4 of the DPA, including, without limitation, by entering into a written contract with the subcontractor that requires such subcontractor to observe all of the applicable requirements of a Processor set forth in the VCDPA.

3. Audit Rights

3.1 Upon Company's written request at reasonable intervals, Vendor shall, as set forth in Section 8 DPA, (i) make available to Company all information in its possession that is reasonably necessary to demonstrate Vendor's compliance with its obligations under the VCDPA; and (ii) allow and cooperate with reasonable inspections or audits as required under the VCDPA.