

CCPA Addendum

The following terms of this CCPA Addendum (“Addendum”) govern how Moody’s will treat all personal information subject to the California Consumer Privacy Act, as amended by California Privacy Rights Act (collectively, the “CCPA”) that Moody’s collects pursuant to Moody’s agreement (“Agreement”) with you (“Customer”). In the event of a conflict between the Agreement and this Addendum, this Addendum governs and controls with respect to personal information subject to the CCPA that Moody’s collects pursuant to the Agreement. Terms used in this Addendum have the same definitions as those used in the CCPA when explicitly defined in the CCPA. The term “Client,” if used in the Agreement, has the same meaning as “Customer” in this Addendum.

- 1) Moody’s will not sell or share personal information it collects pursuant to the Agreement with Customer.
- 2) The Customer is only disclosing the personal information to Moody’s for the limited business purpose specified in the Agreement.
- 3) Moody’s will not retain, use, or disclose the personal information that it collected pursuant to the Agreement with Customer for any purposes other than those specified in the Agreement or as otherwise permitted by the CCPA and its regulations.
- 4) Moody’s will not retain, use, or disclose personal information it collected pursuant to the Agreement with Customer for any commercial purpose other than those specified in the Agreement, unless expressly permitted by the CCPA or its regulations.
- 5) Moody’s will not retain, use, or disclose the personal information it collected pursuant to the Agreement with Customer outside the direct business relationship between Moody’s and Customer, unless expressly permitted by the CCPA or its regulations.
- 6) Moody’s will comply with all applicable sections of the CCPA and its regulations, including, with respect to the personal information that it collected pursuant to the written contract with Customer providing the same level of privacy protection as required of businesses by the CCPA and its regulations.
- 7) Customer has the right to take reasonable and appropriate steps to ensure that Moody’s uses the personal information it collected pursuant to the Agreement with Customer in a manner consistent with Customer’s obligations under the CCPA and its regulations.
- 8) Moody’s will notify Customer after it makes a determination that it can no longer meet its obligations under the CCPA and its regulations.
- 9) Customer has the right, upon notice, to take reasonable and appropriate steps to stop and remediate Moody’s unauthorized use of personal information.
- 10) Moody’s must enable the Customer to comply with consumer requests made pursuant to the CCPA.
- 11) Moody’s will make available to Customer all facts in its possession, custody, or control, and will not misrepresent any facts, that are necessary to conduct risk assessments pursuant to Article 10.