Pricing for a specific deal/engagement may be included in the SOW. General Price lists and discounts should be included in this exhibit.

1) Suppliers providing Automatic Data Collection Services (“ADCS”) to ES-CSC may only:
   a) Use ADCS Technologies to provide ADCS;
   b) Collect ADCS Data through the ADCS; and
   c) Use ADCS Data for ADCS Purposes.

2) Additional Definitions.
   a) “ADCS” means any services that collect, produce, gather or access data relating to the behavior or profiling of a particular user on a web site or in conjunction with any other online or electronic activities, including without limitation email or short message services, SMS, clicking on links or opening emails.
   b) “ADCS Technologies” from ES-CSC’s Privacy Policy and Online Statement include the following:
      i) “Cookies” which means a small data file transferred by a website to the hard drive of a user’s computer which is capable of being blocked and/or deleted by the technologies commonly available on web browser applications and which expires no later than 18 months after being transferred to the hard drive;
      ii) “Web beacons” which means an electronic image, called a single-pixel (1X1) or clear GIF used on web pages and HTML-formatted email which may be disabled by not downloading images.
      iii) “Embedded Web Links” which means links in emails, preconfigured internet keyboard keys and promotional icons preinstalled on users’ PC desktops designed to lead users to a relevant area of the Web after redirection through servers.
      iv) “Information Gathering Tools” which means technologies that record users’ experience on an ES-CSC website, are used primarily for troubleshooting purposes, and retain data collected for no longer than 14 days.
   c) “ADCS Data” which means: (i) standard information sent by the user's browser to the website such as browser type and language, access times and the address of the website from which the user arrived at an ES-CSC website; (ii) information about the user’s Internet Protocol address, Clickstream behavior, i.e., pages views, links clicked and other actions taken in connection with ES-CSC websites; (iii) product information about the user’s system; (iv) opens and links from an email; and (v) other information about the user's interaction with an ES-CSC website collected by an Information Gathering Tool including replays of customer sessions.
   d) “ADCS Purposes” means using the ADCS Data solely to perform the obligations of Supplier as set forth in the SOW for the benefit of ES-CSC.
3) Any amendments to the definitions of ADCS Technologies, ADCS Data or ADCS Purposes must be made in a written amendment to this Agreement executed by authorized officials of the parties, provided that ES-CSC reserves the right to delete technologies, data or purposes at any time upon written notice pursuant to the Changes clause.

4) For purposes of this Agreement, ADCS Data shall be considered Personal Data and subject to all the requirements of this Agreement relating to Personal Data including without limitation nondisclosure and security obligations. During the performance of the ADCS for ES-CSC, the Supplier shall only collect ADCS Data concerning the behavior of any individual who is: (a) a user of an ES-CSC website or other ES-CSC electronic service; (b) the original recipient of an email sent to such individual by or on behalf of ES-CSC; or (c) the user of a third party website specified in an SOW under this Agreement on which ES-CSC has placed an advertisement or has a legitimate business interest. Further the ADCS Data collected must only concern the behavior of such individual interacting with such ES-CSC website or other electronic service, such email, or such third party website. ADCS Data may not be combined with any other data except as expressly set forth in the applicable SOW. The use of ADCS should not result in intelligence that a typical user would find “surprising” or inconsistent with the kind of data a business like ES-CSC would collect, the values of a reputable brand like ES-CSC, or the experience in which the user is participating. Supplier is encouraged to consult with an authorized official of ES-CSC on any questionable result.

5) The Supplier shall not install any technology on the ES-CSC customer’s or potential customer’s personal computer during the delivery of the ADCS except to the extent expressly permitted in ES-CSC’s Online Privacy Statement and the ADCS Exhibit or this Agreement.

6) Supplier represents and warrants that: (a) it has reviewed ES-CSC’s applicable Online Privacy Statements and determined that the ADCS to be performed by Supplier under this Agreement and the applicable SOW are adequately described in such ES-CSC Privacy Statements in order to provide the required notice under all applicable privacy and data protection laws and regulations; and (b) Supplier is not a party to a litigation or other judicial proceeding nor subject to a government investigation in which it is alleged or being investigated that Supplier has violated any applicable privacy or data protection law, regulation or commitment during the performance of services similar to the ADCS.