CCPA Addendum

The following terms of this 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, “CCPA”) that Moody’s collects pursuant to Moody’s Agreement with you (“Client”). In the event of a conflict, this Addendum shall govern and control with respect to personal information subject to CCPA that Moody’s collects pursuant to the Agreement. Terms used herein have the same definitions set forth in CCPA when explicitly defined in CCPA.

1. Moody’s shall not sell or share personal information it collects pursuant to the Agreement with Client.

2. The Client is only disclosing the personal information to Moody’s for the limited business purpose specified in the Agreement.

3. Moody’s shall not retain, use, or disclose the personal information that it collected pursuant to the Agreement with Client for any purposes other than those specified in the Agreement or as otherwise permitted by the CCPA and its regulations.

4. Moody’s shall not retain, use, or disclose personal information it collected pursuant to the Agreement with Client for any commercial purpose other than those specified in the Agreement unless expressly permitted by the CCPA or its regulations.

5. Moody’s shall not retain, use, or disclose the personal information it collected pursuant to the Agreement with Client outside the direct business relationship between Moody’s and Client, unless expressly permitted by the CCPA or its regulations.

6. Moody’s shall 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 Client—providing the same level of privacy protection as required of businesses by the CCPA and its regulations.

7. Client 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 Client in a manner consistent with Client’s obligations under the CCPA and its regulations.

8. Moody’s shall notify Client after it makes a determination that it can no longer meet its obligations under the CCPA and its regulations.

9. Client 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 Client to comply with consumer requests made pursuant to the CCPA.