

THE REYNOLDS AND REYNOLDS COMPANY
SAFEGUARDS COMMITMENT

FTC Safeguards Rule. The Federal Trade Commission (FTC) Standards for Safeguarding Customer Information (16 CFR Part 314) (the “Safeguards Rule”) applies to parties considered to be financial institutions within the FTC’s jurisdiction under the Gramm-Leach-Bliley (GLB) Act. The Safeguards Rule, effective May 23, 2003, requires those parties to secure records and information from and about customers.

This section applies to the extent you are subject to the Safeguards Rule, you share with us your “Customer Information” (as defined in the Safeguards Rule), in circumstances in which we are a “Service-Provider” (as defined in the Safeguards Rule).

Reynolds will implement and maintain safeguards appropriate to protect the security, confidentiality, and integrity of your Customer Information. It is your responsibility to: (i) disclose to us any relevant risks you identify regarding your Customer Information; and (ii) identify the employee(s) who coordinate your Information Security Program.

You are solely responsible for your compliance obligations under the Safeguards Rule. Reynolds’ provision of products and services to you does not constitute nor shall it be deemed to constitute a guarantee that your business is in compliance with any statute or regulation. Reynolds’ review or approval of any of your systems, applications, processes, or procedures does not constitute nor shall it be deemed to constitute the assumption by Reynolds of any responsibility or liability for compliance by you with any statute or regulation.

You agree that you and third parties acting on your behalf have no right or authority to access or audit Reynolds’ systems, applications, processes, procedures, or practices, except to the extent specifically authorized by Reynolds. If you believe Reynolds’ efforts to safeguard Customer Information affect you in a materially adverse manner and you promptly notify Reynolds in writing, stating the basis of your belief, Reynolds will work with you in good faith to resolve your complaint. If after sixty (60) days you and Reynolds are unable to resolve your complaint, then, at Reynolds’ option, we will either permit you to discontinue the affected Item without liability or you will submit to dispute resolution measures specified in the applicable contract. You shall pay all amounts incurred and remain otherwise fully obligated for any Items, Licensed Matter or Services up through the effective date of such discontinuance or arbitration decision. **THIS IS YOUR ONLY REMEDY AND OUR ONLY OBLIGATION UNDER THIS SECTION.**