

XV. AMENDMENT OF AGREEMENT

The County of Orange and the Contractor acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such changes. Upon request by the County of Orange, the Contractor agrees to promptly enter into negotiations with the County of Orange concerning an amendment to this Agreement as may be needed by changes in federal and state laws and regulations or NIST 800-53. In addition to any other lawful remedy, the County of Orange may terminate this Agreement upon 30 days written notice if the Contractor does not promptly agree to enter into negotiations to amend this Agreement when requested to do so or does not enter into an amendment that the County of Orange deems necessary.

XVI. TERMINATION

This Agreement shall terminate on September 1, 2028, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement. Contractor's requests for an extension shall be approved by the County of Orange and limited to no more than a six (6) month extension.

- A. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the PII in the Contractor's possession shall continue in effect beyond the termination or expiration of this Agreement and shall continue until the PII is destroyed or returned to the County of Orange.

XVII. TERMINATION FOR CAUSE

Upon the County of Orange's knowledge of a material breach or violation of this Agreement by the Contractor, the County of Orange may provide an opportunity for the Contractor to cure the breach or end the violation and may terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County of Orange. This Agreement may be terminated immediately by the County of Orange if the Contractor has breached a material term and the County of Orange determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the Contractor shall return or destroy all PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is returned or destroyed and the County of Orange receives a certificate of destruction.