

UNIVERSAL CASE MANAGEMENT SYSTEM FAMILY WEB INQUIRY ACCESS

SYSTEM BREACH

4.7.1 For purposes hereof, a “System Breach” shall mean any:

- (i) access to UCMS Family Web Inquiry or transmission, removal or disclosure of System Data not expressly authorized pursuant to this Agreement or the Terms of Use;
- (ii) violation by an Authorized User of any use restriction, limitation or security requirement set forth in this Agreement or the Terms of Use;
- (iii) loss of any media or other device enabled to access UCMS Family Web Inquiry or containing System Data;
- (iv) other evidence of willful/intentional or accidental/unintentional misuse of UCMS Family Web Inquiry or System Data; or
- (iv) notice from UCS that it has reason to believe access to UCMS Family Web Inquiry or System Data may have been, or is subject to being, compromised in violation of this Agreement or the Terms of Use.

4.7.2 In the event of any System Breach, User Organization shall forthwith:

Immediately notify the office of Attorneys for Children.

- (i) deliver notice to UCS, via the UCS Security Administration Unit Email Address, indicating the date(s) and scope and relevant detail of the System Breach (including the names of any involved Authorized Users);
- (ii) take immediate steps to remediate any System Breach, including, but not limited to, complying, at its sole cost and expense, with all statutory and/or regulatory data breach notification requirements which may arise in connection therewith; and
- (iii) take such additional steps as UCS may reasonably require.

4.7.3 UCS may, in the event of a System Breach:

- (i) suspend User Organization and/or specified Authorized User access to UCMS Family Web Inquiry;
- (ii) take any other action under law or equity to enforce this Agreement and to secure satisfactory corrective action.