

Schedule 4 To Data Processing Addendum: California Privacy Rights Act Addendum

The California Privacy Rights Act (“CPRA”), codified at Cal. Civ. Code §1798.100 et seq., effective January 1, 2023, imposes on Buyer certain obligations with respect to Consumers’ Personal Information. Buyer seeks to comply with the CPRA and ensure that Seller will (a) Process Personal Information consistent with Buyer’s obligations under the CPRA, and (b) cooperate with Buyer in its efforts to respond to requests by Consumers to exercise their rights under the CPRA and to otherwise comply with the CPRA.

Accordingly, the following provisions apply to Seller’s Processing of Consumers’ Personal Information.

- a. Definitions: Unless otherwise indicated in the Addendum, the capitalized terms used in this section shall have the meaning assigned to them in the CPRA.
 - i. “Categories of Personal Information” or “Category of Personal Information” means the categories or category, as applicable, of Personal Information listed in Cal. Civ. Code §1798.140(v)(1).
 - ii. “Consumer” means a California resident as defined in Section 17014 of Title 18 of the California Code of Regulations, as that section read on September 1, 2017 (a) who is a natural person, and (b) whose Personal Information is Processed by Seller on Buyer’s behalf for the purposes stated in the Agreement.
 - iii. “CPRA Regulations” shall mean final regulations implementing the CPRA after those regulations go into effect.
 - iv. “Personal Information” shall have the meaning set forth in the CPRA but shall be limited to Personal Information of Consumers which Seller Processes on Buyer’s behalf pursuant to the Agreement.
- b. Compliance With Applicable Law: Seller shall Process Personal Information only (i) in accordance with the CPRA and the CPRA Regulations as may be amended, superseded, or replaced, and all other laws and regulations applicable to Personal Information; and (ii) in a manner that provides at least the same level of privacy protection for Personal Information as the CPRA and the CPRA Regulations require Buyer to provide. Buyer may take reasonable and appropriate steps to help ensure that Seller uses Personal Information consistent with the Buyer’s obligations under the CPRA and the CPRA Regulations and to stop and remediate unauthorized use of Personal Information.

- c. **Permissible Processing Of Personal Information:** Buyer is disclosing Personal Information to Seller for the specific Business Purposes set forth in Annex A to the Data Processing Addendum, Section C.1. Seller shall Process Personal Information only (i) on Buyer's behalf; (ii) for the specific services and specific Business Purposes set forth in Annex A to the Data Processing Addendum, Section C.1.1; (iii) to help Buyer respond, pursuant to subparagraph (g), below, to a request by a Consumer to exercise rights under the CPRA; and (iv) for any other purpose explicitly required by the CPRA or the CPRA Regulations.

- d. **Restrictions On Processing Personal Information:** Seller is prohibited from (i) Processing Personal Information for any purposes but to provide the Services for the Business Purposes (as specified in Section (c), above), or as otherwise permitted by the CPRA or the CPRA Regulations; (ii) Processing the Personal Information for any commercial purpose other than the Business Purposes specified in this Addendum, including in the servicing of a different business unless expressly permitted by the CCPA or the CPRA Regulations; (iii) Processing Personal Information outside the direct business relationship between Buyer and Seller unless expressly permitted by the CCPA or the CPRA Regulations; (iv) Selling or Sharing Personal Information; (v) combining Personal Information with personal information that it receives from, or on behalf of, another person or persons, or Collects from its own interaction with a Consumer (except as permitted by the CPRA Regulations); or (vi) Processing the Personal Information for any other purpose except as permitted by this Agreement.

- e. **Restrictions On Disclosure Of Personal Information To Subcontractors:** Seller shall not disclose any Personal Information to any subcontractor, or permit any subcontractor to Process Personal Information on Seller's behalf, unless and until the subcontractor agrees, by contract, to the substantially the same restrictions and prohibitions on the Processing of Personal Information that this Agreement imposes on Seller. Seller shall notify Buyer of any such subcontracting arrangement before disclosing any of Buyer's Personal Information to the subcontractor.

- f. **Requests By A Consumer Directed To Seller:** Seller shall refer to Buyer, within three (3) business days of receipt, any request received by Seller directly from a Consumer to exercise any of the consumers rights under the CPRA. Seller shall await instructions from Buyer before acting upon any request received directly from a Consumer.

- g. Cooperation With Buyer's Response To Requests From Consumers: Buyer will inform Seller of any Consumer request made pursuant to the CPRA with which Seller must comply and will provide the information necessary for Seller to comply with the request. Within ten (10) business days of receiving a request from Buyer for assistance in responding to a request by a Consumer to exercise one or more of the rights provided by the CPRA, Seller shall do the following, as applicable:
 - i. (A) delete the Consumer's Personal Information from the Seller's records; (B) direct any of its subcontractors and any Third Parties with which Seller shared the Consumer's Personal Information to delete the Consumer's Personal Information; and (C) confirm, in writing, that such deletion has been made unless an exception specified in the CPRA to the Consumer's right of deletion is applicable, in which case, Seller will identify the exception in writing to Buyer;
 - ii. correct inaccurate Personal Information obtained by Seller pursuant to the Agreement and cause any subcontractor that maintains such inaccurate Personal Information to correct it as required by the Consumer;
 - iii. identify for each relevant Consumer:
 - A. the Categories of Personal Information Collected about the Consumer;
 - B. the Business Purpose for Collecting the Personal Information;
 - C. the categories of sources from which the Personal Information is Collected;
 - D. the categories of persons or entities to which the Seller disclosed the Personal Information, the categories of Personal Information disclosed, and the Business Purpose(s) for the disclosure; and
 - E. the Categories of Personal Information Sold or Shared, and for each Category of Personal Information Sold or Shared, the Third Parties to which that Category of Personal Information was Sold or Shared;
 - iv. provide Buyer with a copy of the specific pieces of Personal Information collected about the Consumer; and/or
 - v. follow the Buyer's instructions regarding any limitations on the use or disclosure of the Consumer's Sensitive Personal Information.

- h. Inability To Comply With CPRA: Seller will notify Buyer no later than five business days after Seller determines that it can no longer meet its obligations under this Addendum or the CPRA or CPRA Regulations. Upon receipt of any such notice, Buyer may, in its discretion, (i) take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Information, or (ii) terminate the Service Agreement.