

Services Agreement Addendum for California Consumer Privacy Act

Company or Client (collectively, “Company”) currently has a Services Agreement with Provider for the provision of Services to Company (“Agreement”). Pursuant to this Services Agreement Addendum for California Consumer Privacy Act (“Addendum”), Company agrees to amend its Agreement by adding the following terms and conditions relating to compliance with the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as amended, and related regulations, as may be further amended from time to time (collectively, the “CCPA”). Unless defined by the CCPA, the capitalized terms herein shall be ascribed the same meanings as defined within the Agreement. In the event of a conflict between this Addendum and the Agreement, this Addendum will control. This Addendum (Rev. 11/3/2022) is not intended to modify or replace any other provision of the Agreement, except as set forth herein, and is effective as of January 1, 2023.

- 1. Applicability.** This Addendum shall only apply where Provider is Company’s Service Provider, as defined in and covered by the CCPA, and processes Company Personal Information for the business purpose of providing Company with Services specifically as selected and as detailed in the product terms and conditions section(s) of the Agreement(s), including as amended from time to time, and/or as instructed by Company. Nothing in this Addendum is intended to cover Company’s independent obligations pursuant to the CCPA, or for any consumer outside of California.
- 2. Processing of Personal Information.** Company instructs and/or has instructed Provider to collect, process, and disclose Company Personal Information to provide the Services in accordance with Provider’s Privacy Policy, the Agreement(s) and this Addendum. Unless authorized by Company, Provider will not: a) sell or share the Personal Information; b) retain, use, or disclose Personal Information for a commercial purpose; or (c) retain, use, or disclose the Personal Information outside of the direct business relationship between the Company and Provider, other than for the business purposes as set forth in Section 1 of this Addendum, the Agreement(s), the Provider’s Privacy Policy, as authorized by Company, or as permitted by the CCPA. Company shall also have the right, upon 30 days’ written notice, to request Provider suspend collecting or processing Personal Information if Company reasonably believes Provider is using Personal Information in an unauthorized manner.
- 3. Company Responsibilities.** Company is responsible for obtaining all necessary consents and/or authorizations to provide the Personal Information to Provider and for such Personal Information to be used in the manner contemplated by the Agreement, including consents or authorizations pursuant to CCPA. Where Company chooses to customize Provider’s systems to collect Personal Information for its own employment or other related purposes, not otherwise collected or controlled by Provider, Company shall be solely responsible for all such obligations in relation to such Personal Information, including those necessary to comply with certain consumer requests or retention obligations.
- 4. Responses to Consumer Requests.** Provider shall reasonably cooperate and assist Company with meeting the Company’s CCPA compliance obligations in responding to verifiable consumer requests for Personal Information processed and/or collected by Provider. Company hereby authorizes and instructs Provider to directly receive requests from its covered consumers, and Provider shall endeavor to verify consumers and respond directly to consumers on Company’s behalf as set forth in Provider’s Privacy Policy. Company acknowledges that Provider’s responses will be limited to the Personal Information that Provider processes and/or collects and that Client is responsible for any other required compliance obligation(s) in relation to such requests.
- 5. Audit Rights.** Upon no less than 30 days’ written notice, Company may make reasonable and appropriate requests to Provider to provide documentation verifying its compliance with CCPA or execution of consumer requests. Company requests are limited to no more than one (1) every twelve (12) months.
- 6. Sub-processors.** Company authorizes Provider to use its own vendors, affiliates, Contractors, subcontractors, or sub-processors (collectively “Sub-processors”) to provide the Services as set forth in the Agreement. Provider will enter into an agreement with such Sub-processor that binds such Sub-processor to provisions substantially similar to those set forth in this Addendum.
- 7. Indemnification.** In addition to any indemnification provision in the Agreement, Company agrees to hold harmless and release Provider from any liability relating to Provider’s collection, transmission, use, or storage of any Personal Information provided by Company that was not authorized, violated applicable Laws or third-party rights, or was otherwise affected without the proper consents and permissions.
- 8. Compliance.** If Provider determines that it can no longer meet its obligations under the CCPA, Provider shall notify Company.