

CCPA and CPRA Addendum

This California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA) Addendum (the **CCPA Addendum**) is entered into as of the date it is fully executed as indicated in the signature blocks below (the **Effective Date**). It forms an agreement between the Egress Software Technologies Group entity contracting under the MSA (**We, Us, Our**) and you, the organisation accepting this CCPA Addendum by either: (a) electronically signing it; or (b) completing it and sending it back to Us as set out below (in each case, **you, your**). It supplements the Master Subscription Agreement between you and Us (the **MSA**) and is incorporated by reference when the CCPA and/or CPRA cover your use of the Services to process Personal Information. This CCPA Addendum ensures that such processing complies with the CCPA and CPRA (as applicable). If there is any conflict between this CCPA Addendum and/or the MSA in respect of the parties' respective privacy and security obligations in respect of Personal Information, the terms of this CCPA Addendum shall control.

HOW TO EXECUTE THIS DPA

This CCPA Addendum has been pre-signed on behalf of applicable Egress entities. When We receive the completed and signed CCPA Addendum, it will become a legally binding addendum to the MSA. To complete it, if e-signatures are accepted in your jurisdiction, simply follow the prompts within DocuSign when signing through Our website at www.egress.com. Alternatively, print off this DPA and complete it as set out below, scan it and email it to legal@egress.com:

Table of Contents:

[Definitions](#)
[Application](#)
[Relationship of parties](#)
[Data Processing Terms](#)
[Security](#)

[Security Incidents](#)
[Data Subject Rights](#)
[Law Enforcement Requests](#)
[General](#)

1. DEFINITIONS

- 1.1. Capitalized terms used in this CCPA Addendum have the meanings given below or, where not set out below, the meanings given in the MSA.
- 1.2. **Business:** has the meaning given in subdivision (d) of Cal. Civ. Code §1798.140.
- 1.3. **Business Purpose:** has the meaning given in subdivision (e) of Cal. Civ. Code §1798.140.
- 1.4. **Collects, Collected** or **Collection:** has the meaning given in subdivision (f) of Cal. Civ. Code §1798.140.
- 1.5. **Commercial Purposes:** has the meaning given in subdivision (g) of Cal. Civ. Code §1798.140.
- 1.6. **Consumer:** has the meaning given in subdivision (i) of Cal. Civ. Code §1798.140.
- 1.7. **Personal Information:** has the meaning given in subdivision (v) of Cal. Civ. Code §1798.140 in so far as such information relates to a Consumer within the scope of the CCPA.
- 1.8. **Personal Information Security Breach:** an unauthorized access and exfiltration, theft, or disclosure as a result of Our violation of the duty to implement and maintain reasonable security procedures and practices appropriate to the nature of the information to protect the personal information, as described in subdivision (a)(1) of Cal. Civ. Code §1798.150
- 1.9. **Process:** has the meaning given in subdivision (y) of Cal. Civ. Code §1798.140.
- 1.10. **Sell, Selling, Sale** or **Sold:** has the meaning given in subdivision (ad)(1) of Cal. Civ. Code §1798.140.
- 1.11. **Service Provider:** has the meaning given in subdivision (ag)(1) of Cal. Civ. Code §1798.140.
- 1.12. **Sharing:** has the meaning given in subdivision (ah)(1) of Cal. Civ. Code §1798.140.
- 1.13. **Verifiable Consumer Request:** has the meaning given in subdivision (y) of Cal. Civ. Code §1798.140.
- 1.14. **Unsuccessful Security Incident:** an attempt to gain access to your Content or the infrastructure and networks that provide the Services (including denial of

service attacks, pings, attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, packet sniffing or other unauthorized access to traffic data) that does not result in a Personal Information Security Breach in relation to your Content.

- 1.15. In this CCPA Addendum: (a) references to Sections of the CCPA are to those Sections as amended by the CPRA; (b) the terms *including*, *includes* or any similar expression shall be construed as illustrative and will not limit the scope of words that follow them; (c) references to *writing* or *written* includes email (except that email can't be used for serving notices connected to legal proceedings); and (d) an obligation not to do something includes an obligation not to allow that thing to be done.

2. APPLICATION

- 2.1 This CCPA Addendum only applies to the extent that you or a member of your Group: (a) is subject to the terms of the CCPA and/or CPRA; and/or (b) uses the Services in a manner that means that the delivery of them by Us, and/or the use and access of them by you, your Group or Users means that We are a Service Provider to them under the terms of the CCPA and/or CPRA. We shall not have any liability to you or any member of your Group to the extent the basis of liability arises from a violation of applicable law you or any member of your Group, failure by you or any member of your Group to obtain necessary consents to use Personal Information, or failure by you or any member of your Group to fully comply with the MSA, this CCPA Addendum, the CCPA and/or CPRA (collectively, **Failures**), and you shall indemnify, defend and hold Us, Our Group and Sub-Processors harmless from any claims, demands, allegations, damages, losses, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees and costs) arising from such Failures.

- 2.2 Except as set out in this CCPA Addendum, you alone are fully responsible for compliance with the CCPA and CPRA. If additional co-operation from Us is required to ensure such compliance, we will mutually discuss the nature and terms of such co-operation in good faith and you will re-imburse Us for any of Our costs for any additional services or support We agree to provide.

[Top](#)

3. RELATIONSHIP OF PARTIES

- 3.1. Content. The parties agree that where We process Personal Information in Content We are a Service Provider.
- 3.2. Smart Data. The parties agree that with regard to the processing of Smart Data, generally We will be a Service Provider. We are however, in certain circumstances, acting as a Business, including when We may: (a) carry out forensic investigations into potential or actual security breaches, including in the case of a data breach and Unsuccessful Security Incidents; (b) carry out system, Service and Software development and servicing in accordance with Our Privacy Policy; (c) Process Smart Data in order to provide reports or insights to you and as otherwise set out in Section 15.2 of the MSA; (d) carry out security reviews of Our systems, networks, Software and Services (both on a holistic and on a customer specific level); and, (e) when We may commission third parties to carry out security testing, including penetration and vulnerability testing.
- 3.3. CRM Information and System Data. The parties agree that with regard to the Processing of CRM Information and System Data that We collect for Ourselves, We act as a Business.

[Top](#)

4. DATA PROCESSING TERMS

- 4.1. Where We act as a Service Provider. Where We act as a Service Provider the disclosure of Personal Information to Us and Our Group by you, your Group and Users (and vice versa) in the course of the delivery of, use of and access to the Services does not, and shall not, constitute a Sale or Sharing. We provide the Services in return for the valuable consideration provided by you through payment of the Fees. Access to, and use of, the Services is not provided in return for disclosure of Personal Information.
- 4.2. Business Purposes. We will process your Personal Information only for the permissible Business Purposes of delivering the Services in accordance with the terms of this CCPA Addendum, the MSA, and the instructions that you, your Group and Users give to Us through your Support requests and use of the tools provided by the Services.
- 4.3. Retention Restriction. We shall only retain Personal Information in Content or Smart Data for the Business Purposes of delivering the Services in accordance with the terms of this CCPA Addendum, the MSA, and the instructions that you, your Group and Users give to Us through your Support requests and use of the tools provided by the Services. You acknowledge that: (a) the Services may provide you, Users, Recipients and other users with controls that may be used to retrieve, block access to or delete Content, and so Content may be subject to user defined retention or access periods; and

(b) the retention of Personal Information in respect of the Services is set out in Our retention policy in force from time to time at www.egress.com/legal.

- 4.4. Use Restriction. We shall only use Personal Information in Content or Smart Data for the Business Purposes of delivering the Services in accordance with the terms of this CCPA Addendum, the MSA, and the instructions that you, your Group and Users give to Us through your Support requests and use of the tools provided by the Services.
- 4.5. Disclosure Restriction. We shall not disclose Personal Information in Content or Smart Data except for the Business Purposes as set out in this CCPA Addendum, the MSA, or otherwise as instructed by you. Notwithstanding the foregoing sentence, you acknowledge that in using the Services, Personal Information in Content may be shared by you, your Group and Users with Recipients.

[Top](#)

5. SECURITY

- 5.1. Technical measures. We have implemented and will maintain appropriate technical and organizational measures in relation to the Services taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing, as well as the likelihood and severity of risk to the rights and freedoms of individual data subjects. This includes measures relating to the physical security of facilities used to deliver them, measures to control access rights to assets and relevant networks, and processes for testing these measures.

[Top](#)

6. SECURITY INCIDENTS

- 6.1. Data Breach. We will, to the extent permitted by applicable law, notify you without undue delay if We become aware of a security incident which has led to the Personal Information Security Breach affecting Content. Taking into account the nature of the Services, We will provide, where known: (a) a description of the Personal Information Security Breach, individuals and Content concerned; (b) the likely consequences of the Personal Information Security Breach; and (c) the reasonable steps taken or proposed to be taken by Us to address, and where appropriate mitigate, any adverse effects of the Personal Information Security Breach. Where sent by email, any notice shall be deemed to be served 1 hour after transmission or, if not sent on a Business Day, at 9am on the next Business Day provided that no failure or other DNS message is received by Us.
- 6.2. Contacting you. TO PROVIDE ANY NOTIFICATION UNDER SECTION 6.1, WE WILL USE THE CONTACT DETAILS FOR YOU THAT WE HAVE ON RECORD AND THAT YOU PROVIDE IN RESPECT OF YOUR DPO CONTACT BELOW. **YOU MUST ENSURE THESE ARE KEPT UP-TO-DATE.**
- 6.3. Contacting regulators and Data Subjects. We will assist you in relation to any breach notifications to regulatory authorities and individuals as reasonably required as a result of a data breach of Our systems affecting your Content.

- 6.4. Our Data Protection Officer. Contact details and the name of Our Data Protection Officer can be found at www.egress.com/legal/your-rights.
- 6.5. No admission. ANY NOTIFICATION OF A PERSONAL INFORMATION SECURITY BREACH IS NOT, AND WILL NOT BE CONSTRUED AS, ACKNOWLEDGEMENT BY US, A MEMBER OF OUR GROUP OR ANY SUB-PROCESSOR OF ANY FAULT OR LIABILITY IN RESPECT OF IT.
- 6.6. Unsuccessful Security Incidents. WE WILL HAVE NO OBLIGATION TO NOTIFY YOU UNDER SECTION 6.1 OR OTHERWISE UNDER THIS CCPA ADDENDUM, THE MSA OF ANY UNSUCCESSFUL SECURITY INCIDENT.

[Top](#)

7. INDIVIDUAL RIGHTS

- 7.1. Respect. We respect the rights of individuals provided for in the CCPA and CPRA. Details on how individuals can exercise these rights are set out at www.egress.com/legal/your-rights. If We receive a request from an individual in respect of Personal Information in Content, We will notify you and in Our role as a Service Provider confirm that their request relates to you and attempt to re-direct the individual to exercise that right through you (and may provide your basic contact information to enable them to do this).
- 7.2. Assistance. Taking into account the nature of the Services and Personal Information available to Us, where We hold Personal Information about an individual that you act as a Business in relation to, We will provide assistance in relation to individual rights requests in so far as this is technically possible and where you do not have the ability to address the request without Our assistance (including access, erasure, objection and rectification requests). You are responsible for determining that it is a Verifiable Consumer Request and that the requestor is the individual whose Personal Information is being sought. You assume sole responsibility for (and We bear no responsibility for) Personal Information provided in good faith to you in reliance on this Section. In respect of deletion requests, We will delete any relevant Personal Information unless an exemption applies under the CCPA and/or CPRA, or deleting the Personal Information is not reasonably practicable under the circumstances. After the individuals' Personal Information has been deleted from Our active systems, it may continue to exist in backups and logs for a period of time until these are overwritten in the normal course of Our business and in accordance with our documented data retention and destruction policies. You shall be responsible for all costs incurred by Us in connection with Our provision of such assistance and pay such amounts within 30 days of receipt of invoice.

[Top](#)

8. LAW ENFORCEMENT REQUESTS

- 8.1. Disclosure Requests. The obligations set out in this CCPA Addendum shall not restrict Us in Our role as a Service Provider to: (a) comply with federal, state or local laws, or to comply with a court order or subpoena to provide information; or (b) to comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state or local authorities as set out under subdivision (a) of Cal. Civ. Code §1798.145,

- and We shall not be in breach of this CCPA Addendum or the MSA if We respond to such a request in compliance with applicable law.
- 8.2. If We receive a valid and binding request or order of a governmental body (e.g. a court order, law enforcement demand or other local equivalent) relating to: (a) Confidential Information that belongs to you or a member of your Group, or Content that you or a member of your Group acts as a Business in respect of (and We a Service Provider), We will attempt to re-direct the requestor to seek disclosure directly from you (and may provide your basic contact information to enable them to do this). If We are required by law or otherwise compelled to disclose the Confidential Information, and/or Content then, provided We are allowed by law to notify you of the same, We will provide notice to you so that you may seek a protective order or other remedy; (b) CRM Information, System Data or Smart Data (where We are acting as a Service Provider), We reserve Our rights to comply with Our own legal and regulatory obligations. You can find more information on our approach at www.egress.com/legal.

[Top](#)

9. GENERAL

- 9.1. This CCPA Addendum shall remain in force until the earlier of: (i) the termination or expiry of the MSA; (ii) Us ceasing to process Personal Information which is subject to the terms of the CCPA and/or CPRA.
- 9.2. If any part of this CCPA Addendum is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other terms shall remain in force. Any invalid, unenforceable or illegal term will be interpreted to give effect to the parties' commercial intention. If that is not possible, it will be severed but the rest shall remain in full force.
- 9.3. Except where this CCPA Addendum conflicts with the MSA, all other provisions of the MSA remain unchanged. In the event of conflict between this CCPA Addendum and the terms of the MSA, this CCPA Addendum shall prevail so far as the subject matter concerns the processing of CCPA and/or CPRA regulated Personal Information.
- 9.4. Our liability under or in connection with this CCPA Addendum is subject to the limitations on liability contained in the MSA.
- 9.5. This CCPA Addendum, the MSA shall be interpreted as broadly as necessary to implement and comply with the mandatory provisions of the CCPA and CPRA. Both parties agree that this CCPA Addendum shall be interpreted in favor of their intent to comply with the CCPA and CPRA and therefore any ambiguity shall be resolved in favor of a meaning that complies and is consistent with the CCPA and CPRA (as applicable).
- 9.6. This CCPA Addendum together with the MSA is the final, complete and exclusive agreement of the parties with respect to the subject matter of it and supersedes and merges all prior discussions and agreements between the parties with respect to such subject matter. Other than in respect of statements made fraudulently, no other representations or terms shall apply or form part of this CCPA Addendum.
- 9.7. This CCPA Addendum shall be governed by the governing law of the State of California.

The parties' authorised signatories have duly executed this CCPA Addendum:

Customer

Egress Software Technologies, Inc.

Entity Name:

Signature:

Signatory's Name:

Position:

Date:

Signature:

Print Name:

Position:

Date:

Privacy Information

DPO Name

Contact

Information

.....

DPO Name www.egress.com/legal/your-rights

Contact DPO@egress.com

Information