

CCPA Service Provider Addendum

This CCPA Service Provider Addendum (the “**CCPA Addendum**”) between Centercode, Inc. (“**Centercode**”) and the undersigned Centercode customer (“**Customer**”) is incorporated into and made an additional section to the master agreement governing the services provided by Centercode to Customer (together with all associated order forms or statements of work thereunder, the “**Agreement**”).

This CCPA Addendum applies (a) to the extent Customer is a “Business” (as defined in the CCPA), and (b) with respect to its Customer data (as defined in the Agreement) that is “Personal Information” of “Consumers” (as each such term is defined in the CCPA).

1. Definitions. The following definitions and rules of interpretation apply in this CCPA Addendum:
 - a. “CCPA” means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and otherwise, and the regulations thereunder.
 - b. “Contracted Business Purposes” means the purpose of performing, monitoring, and securing the services under which Centercode receives or has access to Personal Information, as described in the Agreement, as a service provider to Customer.
 - c. Terms defined in the CCPA carry the same meaning in this CCPA Addendum.
2. Centercode’s CCPA Obligations.
 - a. Centercode will not retain, use, or disclose Personal Information for any purpose (including any “Commercial Purpose” as defined under the CCPA), other than the Contracted Business Purposes, as directed by Customer (including through Customer’s configuration and use of the Centercode Platform), or as otherwise permitted under the CCPA.
 - b. Centercode will not “Sell” or “Share” (as both terms are defined under the CCPA) any such Personal Information.
 - c. Centercode will allow Customer to take reasonable and appropriate steps to ensure Centercode uses Personal Information in a manner consistent with Customer’s obligations under CCPA.
 - d. If Centercode is engaged in the unauthorized user of Personal Information, Customer may, upon reasonable notice to Centercode, take reasonable and appropriate steps to stop and remediate the unauthorized user of Personal Information.
 - e. Centercode will notify Customer of any determination that Centercode can no longer meet its obligations under CCPA or this CCPA Addendum.
 - f. Centercode will enter into contractual agreements that comply with the requirements under the CCPA with all sub-processors that may process the Personal Information covered by this CCPA Addendum.
 - g. Centercode will provide the same level of privacy protection CCPA requires of Customer.

3. Assistance with Customer's CCPA Obligations. Taking into account the nature of Centercode's processing and the information available to Centercode, Centercode will, upon Customer's request, reasonably cooperate and assist Customer in its compliance with, and response to a Consumer's request to exercise a right it has under the CCPA with respect to the Consumer's Personal Information that is Customer data to the extent that Customer is unable to respond itself to that request.

4. Sub-Processing. Customer consents to the use by Centercode of third-party sub-processors identified at <https://www.centercode.com/legal/sub-processors> from time to time. In addition to sub-processor modifications authorized under the Agreement, Centercode may add or make changes to any approved sub-processor from time to time. Centercode shall provide Customer no less than thirty (30) days' notice of such changes (including by email to Customer's administrative users of the Centercode Platform) provided that Customer subscribes to receive notifications of such updates at the <https://centercode.com/legal/sub-processors>.

5. CCPA Warranties and Certifications.
 - a. Both parties will comply with all applicable requirements of the CCPA.

 - b. Centercode certifies that it understands the rules, requirements, and definitions of the CCPA and the contractual restrictions in this CCPA Addendum and will comply with them.

By signing this CCPA Addendum below, each party represents that it has the authority to enter into this CCPA Addendum on behalf of the entity listed and agrees to the terms and conditions in this CCPA Addendum.

Centercode, Inc.

Customer

 Insert Customer Name

 Signature

 Signature

 Name

 Name

 Title

 Title

 Date

 Date