

CCPA Data Processing Addendum

This CCPA Data Processing Addendum (“Addendum”) supplements the Email List Services Agreement or other Agreement (the “Agreement”) between FreshAddress, LLC (successor in interest to FreshAddress, Inc.) (“**Supplier**”) and CUSTOMER (together, the “Parties”) to provide services to Customer pursuant to the Parties’ Agreement and is incorporated into the Parties’ Agreement.

1. **Definitions.** For the purposes of this Addendum:

1.1. Capitalized terms that are not otherwise defined herein shall have the definitions set forth in the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations (“CCPA”).

1.2. “**Applicable Privacy Laws**” shall mean all laws, regulations, standards, regulatory guidance, and self-regulatory guidelines that apply to the Processing of Customer Personal Information.

1.3. “**Agreement**” shall mean, collectively, the agreement(s), including any orders, statements of work, schedules, exhibits, addenda and any amendments thereto, pursuant to which Supplier performs services for Customer.

1.4. “**Customer Personal Information**” shall mean Personal Information Processed by Supplier on behalf of Customer.

2. **Processing.**

2.1. Supplier is a Service Provider of Customer and shall not collect, access, retain, use, disclose, and/or otherwise process (“**Process**”) Customer Personal Information outside of the direct business relationship between Supplier and Customer or for any purpose other than the specific purpose of performing the services specified in the Agreement, as set forth in this Addendum, or as otherwise permitted by the CCPA. For the avoidance of doubt, Supplier may disclose Customer Personal Information to a third-party service provider in order to provide the services specified in the Agreement, provided that Supplier shall ensure that any such third party is contractually bound by all obligations necessary under Applicable Privacy Laws.

2.2. Supplier shall not further collect, Sell, or use Customer Personal Information except as necessary to perform the services specified in the Agreement, and Supplier shall comply with the restrictions and obligations that the CCPA imposes on Service Providers.

2.3. Supplier shall Process Customer Personal Information only in accordance with the Agreement, this Addendum, and Applicable Privacy Laws.

2.4. Customer agrees that (i) it will comply with its obligations under Applicable Privacy Laws in respect of its Processing of Customer Personal Information; and (ii) it has provided notice and obtained (or will obtain) all rights necessary under Applicable Privacy Laws for Supplier to process Customer Personal Information and provide the services pursuant to the Agreement and this Addendum. If Customer is itself Processing Customer Personal Information on behalf of another Business, Customer warrants to Supplier that Customer’s instructions and actions with respect to that Customer Personal Information, including its appointment of Supplier as another Service Provider, have been authorized by the relevant Business.

3. **Individual Rights.**

Upon written request of Customer, Supplier shall reasonably assist Customer in complying with Customer’s obligations under the CCPA to respond to verified consumer requests to delete or access Customer Personal Information, unless Supplier must or is permitted to maintain the Customer Personal Information in accordance with Applicable Privacy Laws. Customer agrees that, without prejudice to

Supplier's obligation under this Section, Customer is solely responsible for (i) verifying that the consumer request is from the person about whom Customer collected the Customer Personal Information, and (ii) dealing with verifiable consumer requests, in accordance with the CCPA and any additional guidance and regulations adopted by the California Attorney General. Under no circumstances shall Supplier take on the obligation to verify requests with the requesting consumer, or otherwise deal with the requests.

4. General.

4.1. If any provision of this Addendum is ineffective or void, this shall not affect the remaining provisions. The parties shall replace the ineffective or void provision with a lawful provision that reflects the business purpose of the ineffective or void provision. In case a necessary provision is missing, the parties shall add an appropriate one in good faith.

4.2. In the event of any inconsistency between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall prevail.

4.3. This Addendum will be governed and construed in accordance with the governing law and applicable jurisdiction provisions of the Agreement.

Except as otherwise detailed herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Effective Date of this CCPA Data Processing Addendum is 1/1/2020

FreshAddress LLC

CUSTOMER

Craig Mardell
(Authorized Signature)

(Authorized Signature)

Craig Mardell
(Name)

(Name)

Director of Data Systems and Security
(Title)

(Title)

1/2/20
(Date)

(Date)