

## CCPA / CPRA Service Provider Addendum

This CCPA / CPRA Addendum (the "Addendum") is entered into between the entity identified as the "Subscriber" on the signature page of this Addendum and Valitana LLC, with offices located at 300 First Stamford Place, Suite 240, Stamford, CT 06902 ("Service Provider").

From the date of the last signature of the duly authorized representative of both parties, this Addendum shall form an integral part of the Master Service Agreement dated \_\_\_\_\_, entered into between the Subscriber and Service Provider to provide the Service (the "Agreement").

If and to the extent the Service Provider acts as a Service Provider on behalf of Subscriber's Affiliates, Subscriber enters into this Addendum on behalf of itself and as agent for its Affiliates, and references to Subscriber under this Addendum shall include Subscriber and its Affiliates, provided however that Subscriber is the sole entity which may enforce this Addendum on its own behalf and on behalf of its Affiliates.

### HOW TO EXECUTE THIS ADDENDUM:

This Addendum has been pre-signed on behalf of the Service Provider. To complete this Addendum, Subscriber should complete the information in the signature box and sign on the last page, then send the signed document by email to Legal@valitana.com.

Upon receipt of the validly completed Addendum by the Service Provider at this email address, this Addendum will become legally binding.

### 1. Introduction

Subscriber is a Business that is subject to the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA). Subscriber intends to send Personal Information relating to California Consumers in connection with the Service Provider's performance of the Agreement. Pursuant to this, the parties seek to clarify their applicable responsibilities in this Addendum.

### 2. Definitions

Capitalized terms used but not defined in this Addendum shall have the meanings given in the Agreement. In this Addendum, the following terms shall have the following meanings:

- **"Business," "Collects"** (and **"collected"** and **"collection"**), **"Consumer," "Business Purpose," "Sell"** (and **"selling," "sale,"** and **"sold"**), and **"Service Provider"** shall have the meanings given to them in §1798.140 of the CCPA.
- **"California Consumer Privacy Act"** or **"CCPA"** means Title 1.81.5 California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100–1798.199), as amended or superseded from time to time.
- **"California Privacy Rights Act"** or **"CPRA"** means the California Privacy Rights Act of 2020, (2020 Cal. Legis. Serv. Proposition 24, codified at Cal. Civ. Code §§ 1798.100 et seq.), and its implementing regulations, as amended or superseded from time to time.
- **"Personal Information"** means personal information as defined by §1798.140 of the CCPA submitted as Subscriber Data for processing pursuant to the Agreement.

- **“Security Incident”** means accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access of or to the Personal Information.

### **3. Relationship with the Agreement**

3.1. This Addendum supersedes any conflicting or inconsistent provisions in the Agreement related to data protection and, in the event of ambiguity, this Addendum will prevail.

3.2. The Agreement, as amended and modified by this Addendum, otherwise remains in full force and effect.

3.3. No one other than a party to this Addendum, its successors, and permitted assignees shall have any right to enforce any of its terms.

3.4. This Addendum shall terminate simultaneously and automatically with the termination or expiration of the Agreement.

3.5. Both parties agree that this Addendum shall be interpreted in favor of compliance with the CCPA and CPRA.

### **4. Scope of this Addendum**

4.1. This Addendum applies only where the Service Provider processes Personal Information subject to the CCPA and/or the CPRA on behalf of the Subscriber as a Service Provider in the course of providing the Services pursuant to the Agreement.

4.2. This Addendum does not apply to Personal Information collected directly by the Service Provider as a Business.

### **5. Data Protection**

5.1. *Service provider appointment:* Subscriber appoints the Service Provider as its Service Provider to Collect and process Personal Information for the Business Purpose. The Service Provider will comply with its obligations under the CCPA and CPRA.

5.2. *Business purpose:* The Service Provider shall process Personal Information only for the Business Purpose as specified in the Agreement, the Addendum, or as otherwise necessary to provide the Services.

5.3. *Service provider certification:* The Service Provider shall not:

- Sell Personal Information.
- Retain, use, or disclose Personal Information outside the scope of the Agreement.
- Process Personal Information for targeted advertising or purposes inconsistent with the CCPA.
- Combine Personal Information with data from other sources, except as permitted by law.

5.4. *Consumer rights*: Upon Subscriber's instructions, the Service Provider will assist in deleting Personal Information or responding to verified Consumer requests.

5.5. *Assistance*: The Service Provider will assist the Subscriber in responding to regulatory inquiries or complaints.

## **6. Security**

6.1. The Service Provider shall implement and maintain appropriate security procedures and practices to protect Personal Information against a Security Incident.

## **7. Security incident**

7.1. The Service Provider shall notify the Subscriber without undue delay upon becoming aware of a Security Incident and provide relevant information as reasonably requested.

## **8. Miscellaneous**

8.1. Upon Subscriber's written request, the Service Provider will delete or return Personal Information within 90 days of termination unless required by law to retain it.

Accepted and agreed to as of the date below by the authorized representative of each party:

SUBSCRIBER:


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SERVICE PROVIDER:

By:  \_\_\_\_\_

Name: Alex Belgrade

Title: Managing Partner, Valitana LLC

Date: December 23, 2024