

Annex 3

California Annex

1. In this Annex, the terms “**business**,” “**business purpose**,” “**commercial purpose**,” “**consumer**,” “**sell**,” “**share**,” and “**service provider**” shall have the respective meanings given thereto in the CCPA; and “**personal information**” shall mean Customer Personal Data that constitutes “personal information” as defined in and that is subject to the CCPA.
2. The business purposes and Services for which Service Provider is Processing personal information are for Service Provider to provide the Services to and on behalf of Customer as set forth in the Agreement, as described in more detail in Annex 1 (Data Processing Details).
3. It is the Parties’ intent that with respect to any personal information, Service Provider is a service provider. Service Provider (a) acknowledges that personal information is disclosed by Customer only for the limited and specific purposes described in the Agreement; (b) shall comply with applicable obligations under the CCPA and shall provide the same level of privacy protection to personal information as is required by the CCPA; (c) agrees that Customer has the right to take reasonable and appropriate steps under Section 9 (Compliance Assistance; Audits) of this DPA to help ensure that Service Provider’s use of personal information is consistent with Customer’s obligations under the CCPA; (d) shall notify Customer in writing of any determination made by Service Provider that it can no longer meet its obligations under the CCPA; and (e) agrees that Customer has the right, upon notice, including pursuant to the preceding clause, to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information.
4. Service Provider shall not (a) sell or share any personal information; (b) retain, use or disclose any personal information for any purpose other than for the business purposes specified in the Agreement, including retaining, using or disclosing the personal information for a commercial purpose other than the business purpose specified in the Agreement, or as otherwise permitted by CCPA; (c) retain, use or disclose the personal information outside of the direct business relationship between Service Provider and Customer; or (d) combine personal information received pursuant to the Agreement with personal information (i) received from or on behalf of another person, or (ii) collected from Service Provider’s own interaction with any consumer to whom such personal information pertains.
5. Service Provider shall implement reasonable security procedures and practices appropriate to the nature of the personal information received from, or on behalf of, Customer, in accordance with Section 5 (Security) of the DPA.

6. When Service Provider engages any Sub-processor, Service Provider shall notify Customer of such Sub-processor engagements in accordance with Section 8 (Sub-Processing) of the DPA.