



California Consumer Protection Act Data Processing Addendum

Pursuant to the written agreement (“**the Agreement**”) between Absorb Software Inc., on behalf of itself and its affiliates (“**Absorb**”), and _____, on behalf of itself and its affiliates (“**Client**”) (each a “**Party**”; collectively the “**Parties**”), and in furtherance of obligations under the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time (“**CCPA**”), the Parties hereby adopt this Data Processing Addendum (“**Addendum**”) for so long as Absorb maintains Personal Information on behalf of Client. This Addendum prevails over any conflicting terms of the Agreement.

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

- 1.1. The capitalized terms used in this Addendum and not otherwise defined in this Addendum shall have the definitions set forth in the CCPA.

2. **Roles and Scope.**

- 2.1. This Addendum applies only to the Collection, retention, use, disclosure, and Sale of Personal Information provided by Client to, or which is Collected on behalf of Client by, Absorb to provide Services to Client pursuant to the Agreement or to perform a Business Purpose (“**Client Personal Information**”).
- 2.2. The Parties acknowledge and agree that Client is a Business and appoints Absorb as a Service Provider to process Client Personal Information on behalf of Client.

3. **Restrictions on Processing.**

- 3.1. Except as otherwise permitted by the CCPA, Absorb is prohibited from:
 - i. retaining, using, or disclosing Client Personal Information for any purpose other than for the specific purpose of performing the Services specified in the Agreement, and
 - ii. further Collecting, Selling, or using Client Personal Information except as necessary to perform the Services.

4. **Use.**

- 4.1. Absorb warrants that it will not use Client Personal Information it receives from or collects on behalf of Client in violation of the restrictions set forth in the CCPA.

5. **Security.**


- 5.1. Absorb hereby represents and warrants that it shall implement and maintain no less than reasonable security procedures and practices, appropriate to the nature of the information, to protect Client Personal Information from unauthorized access, destruction, use, modification, or disclosure (“**Security Incident**”) and to preserve the security and confidentiality of Client Personal Information in accordance with the CCPA.
- 5.2. Absorb shall provide written responses (on a confidential basis) to all reasonable requests for information made by Client that are necessary to confirm Absorb’s compliance with the CCPA and this Addendum.
- 5.3. Upon becoming aware of an actual or reasonably suspected Security Incident, Absorb shall notify Client without undue delay and shall provide timely updates and information relating to the Security Incident as it becomes known or as is reasonably requested by Client.

6. **Consumer Rights.**

- 6.1. Absorb shall provide commercially reasonable assistance to Client for the fulfillment of Client’s obligations to respond to CCPA-related Consumer rights requests regarding Client Personal Information.
- 6.2. Upon reasonable direction by Client, and in any event no later than 30 days after receipt of a request from Client, Absorb shall promptly delete Client Personal Information.



6.3. Absorb shall not be required to delete any Client Personal Information to comply with a Client request if it is necessary to maintain such information in accordance with Cal. Civ. Code 1798.105(d), in which case Absorb shall promptly inform Client and Absorb shall not use Client Personal Information retained for any other purpose.

Absorb Software Inc.	Client
Name: Mark Simner	Name:
Title: CFO/COO	Title:
Signature: 	Signature: