



CCPA DATA PROCESSING ADDENDUM

Pursuant to the written agreement between [CUSTOMER FULL LEGAL NAME], on behalf of itself and its affiliates (“**Customer**”), and Plume (“**Vendor**”) (each a “**Party**”; collectively the “**Parties**”) titled [TITLE OF AGREEMENT] and dated [DATE OF AGREEMENT] (“**the Agreement**”), 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Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time (“**CCPA**”), the Parties hereby adopt this CCPA Addendum (“**Addendum**”) for so long as Vendor maintains Personal Information on behalf of Customer. 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 to the Collection, retention, use, disclosure, and Sale of Personal Information provided by Customer to, or which is Collected on behalf of Customer by, Vendor to provide Services to Customer pursuant to the Agreement or to perform a Business Purpose (“**Customer Personal Information**”).
 - 2.2. The Parties acknowledge and agree that Customer is a Business and appoints Vendor as a Service Provider to process Customer Personal Information on behalf of Customer.
3. **Restrictions on Processing.**
 - 3.1. Except as otherwise permitted by the CCPA, Vendor is prohibited from (i) retaining, using, or disclosing Customer Personal Information for any purpose other than for the specific purpose of performing the Services specified in the Agreement for Customer or as set out in this Addendum, and (ii) further Collecting, Selling, or using Customer Personal Information except as necessary to perform the Services.
4. **Notice.**
 - 4.1. Customer represents and warrants that it has provided notice that the Personal Information is being used or shared consistent with Cal. Civ. Code 1798.140(t)(2)(C)(i).
5. **Consumer Rights.**
 - 5.1. Vendor shall provide commercially reasonable assistance to Customer for the fulfillment of Customer’s obligations to respond to CCPA-related Consumer rights requests regarding Customer Personal Information.
6. **Deidentified Information.**
 - 6.1. In the event that either Party shares Deidentified Information with the other Party, the receiving Party warrants that it: (i) has implemented technical safeguards that prohibit reidentification of the Consumer to whom the information may pertain; (ii) has implemented business processes that specifically prohibit reidentification of the information; (iii) has implemented business processes to prevent inadvertent release of Deidentified Information; and (iv) will make no attempt to reidentify the information.
7. **Sale of Information.**
 - 7.1. The Parties acknowledge and agree that the exchange of Personal Information between the Parties does not form part of any monetary or other valuable consideration exchanged between the Parties with respect to the Agreement or this Addendum.
8. **Indemnification.**
 - 8.1. To the extent that the Agreement requires Vendor to Collect, use, retain, disclose, or reidentify any Customer Personal Information as directed by Customer, Customer shall be solely liable and shall hold harmless and indemnify Vendor for any damages or reasonable costs, including attorneys’ fees and interest, arising from or related to the collection, use, retention, disclosure, or reidentification of such Customer Personal Information by Vendor as directed by Customer.
9. **CCPA Exemption.**
 - 9.1. Notwithstanding any provision to the contrary of the Agreement or this Addendum, the terms of this Addendum shall not apply to Vendor’s processing of Customer Personal Information that is exempt from the CCPA, including under Cal. Civ. Code 1798.145(a).
10. **Security.**
 - 10.1. Vendor 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 Customer Personal Information from unauthorized access, destruction, use, modification, or disclosure.

Plume	Customer
Name: Vincent Samuel	Name:
Title: Head of Data Protection	Title:
Address: 290 California Ave #200, Palo Alto, CA 94306	Address:
Signature: <i>Vincent Samuel</i>	Signature:
Date: April 25th 2021	Date: