



## CCPA DATA PROCESSING ADDENDUM

Pursuant to the written agreement between Plume Design, Inc. on behalf of itself and its affiliates (“**Customer**”), and [VENDOR FULL LEGAL NAME] (“**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Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time (“**CCPA**”), the Parties hereby adopt this CCPA Addendum (“**Addendum**”) for so long as Vendor maintains Personal Information on behalf of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, but does not otherwise modify 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. **Use.**
  - 4.1. Vendor warrants that it will not use Customer Personal Information it receives from or Collects on behalf of Customer in violation of the restrictions set forth in the CCPA.
5. **Notice.**
  - 5.1. Customer represents and warrants that it has provided notice that Customer Personal Information is being used or shared consistent with Cal. Civ. Code 1798.140(t)(2)(C)(i).
6. **Consumer Rights.**
  - 6.1. Vendor shall provide reasonable assistance to Customer for the fulfillment of Customer’s obligations to respond to CCPA-related Consumer rights requests regarding Customer Personal Information.
  - 6.2. Upon direction by Customer, and in any event no later than 30 days after receipt of a request from Customer, Vendor shall promptly delete Customer Personal Information as directed by Customer.
  - 6.3. Vendor shall not be required to delete any Customer Personal Information to comply with a Consumer’s request directed by Customer if it is necessary to maintain such information in accordance with Cal. Civ. Code 1798.105(d), in which case Vendor shall promptly inform Customer of the exceptions relied upon under 1798.105(d) and Vendor shall not use Customer Personal Information retained for any other purpose than provided for by that exception.
7. **Deidentified Information.**
  - 7.1. 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.
8. **Security.**
  - 8.1. 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 (“**Security Incident**”) and to preserve the

security and confidentiality of Consumer Personal Information in accordance with the CCPA.

8.2. Vendor shall provide written responses (on a confidential basis) to all reasonable requests for information made by Customer, including responses to information security and audit questionnaires, that are necessary to confirm Vendor's compliance with the CCPA and this Addendum.

8.3. Upon becoming aware of an actual or reasonably suspected Security Incident, Vendor shall notify Customer 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 Customer. Such information will include the nature of the Security Incident, the categories and number of Consumers affected, the categories and amount of Customer Personal Information affected, the likely consequences of the Security Incident, and the measures taken or proposed to be taken to address the Security Incident and mitigate possible adverse effects.

**9. Sale of Information.**

9.1. 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.

<b>Plume</b>	<b>Vendor</b>
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: