

## California Consumer Privacy Addendum

This California Consumer Privacy Addendum (“CCPA Addendum”) is an addendum to the Agreement entered into between Customer and LightEdge. Any capitalized terms used but not defined in this CCPA Addendum shall have the meanings set out in the Agreement.

### RECITALS

WHEREAS, under the Agreement, LightEdge may be required to Process personal information provided and/ or collected by Customer; and

WHEREAS, this CCPA Addendum addresses each Party’s compliance obligations under the CCPA, and applies solely where the provision of Services by LightEdge to Customer involves the Processing of personal information subject to CCPA on behalf of Customer;

WHEREAS, in such case, Customer is a Business appoints LightEdge as a Service Provider;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. **Definitions.**

The following definitions and rules of interpretation apply in this Agreement:

“**CCPA**” means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), the CCPA Regulations (Cal. Code Regs. tit. 11, §§ 999.300 to 999.337), and any related regulations or guidance provided by the California Attorney General. Terms defined in the CCPA, including business purposes, process and personal information and, carry the same meaning in this Agreement.

“**Contracted Business Purposes**” means the services described in the Agreement for which the service provider receives or accesses personal information.

This CCPA Addendum prevails over any conflicting terms in the Agreement but does not otherwise modify the Agreement.

2. **SCOPE.** This CCPA Addendum applies to the collection, retention, use and disclosure of personal information to provide Services to Customer under the Agreement or to perform the Contracted Business Purpose.

#### 3. **LIGHTEGE’S CCPA OBLIGATIONS.**

3.1. LightEdge will only use, retain, or disclose personal information for the Contracted Business Purposes for which Customer provides or permits personal information access.

3.2. LightEdge will not use, retain, disclose, sell, or otherwise make personal information available for LightEdge’s own commercial purposes or in a way that does not comply with the CCPA. If a law requires LightEdge to disclose personal information for a purpose unrelated to the Contracted

Business Purposes, LightEdge must first inform the Customer of the legal requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.

3.3. LightEdge will limit personal information use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the Contracted Business Purposes or another compatible operational purpose, including to detect data security incidents or protect against fraudulent or illegal activity.

3.4. LightEdge must notify the Customer without undue delay if it receives a verifiable consumer request under the CCPA. LightEdge shall assist the Customer to respond to any request from a Consumer to exercise any of her or his rights under CCPA by providing technical measures to provide Customer, in a manner consistent with the functionality of the Services, and LightEdge's role as a Service Provider, with the ability to itself access, correct, erase, restrict or export personal information. Customer agrees that this Section 3.4 only applies to the extent that Customer does not itself hold or otherwise have access to the personal information and the extent that it is possible for LightEdge to provide such assistance taking into account the nature of the Services provided.

**4. CCPA Warranties.**

4.1. LightEdge certifies that it understands this Agreement's and the CCPA's restrictions and prohibitions on selling personal information and retaining, using, or disclosing personal information outside of the parties' direct business relationship, and it will comply with them.

4.2. 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) and will comply with the requirements of CCPA applicable to Businesses.

5. **No Sale of Personal Information.** Notwithstanding anything in the Agreement (including this CPPA Addendum) to the contrary, the parties acknowledge and agree that Customer's provision of access to personal information is not part of and explicitly excluded from the exchange of consideration, or any other thing of value, between the parties.

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