

California Consumer Privacy Act Addendum

This California Consumer Privacy Act Addendum (this "Addendum") is effective as of the earlier of January 1, 2020 and the date of the Customer signature below (the "Addendum Effective Date"), and shall supplement the Master Subscription Agreement, or any other such governing agreement and sales orders thereto (collectively, the "Agreement") between BloomReach, Inc. or BloomReach B.V. (each, "Bloomreach") and the customer set forth in the signature block herein ("Customer") (each a Party; together, the Parties), and is in furtherance of obligations under the California Consumer Privacy Act ("CCPA"), and shall continue in effect for so long as Bloomreach maintains Personal Information (defined below).

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

- a. **Personal Information** means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular California consumer or household and that is disclosed to Bloomreach by Customer or collected or otherwise processed by Bloomreach on behalf of Customer pursuant to the Agreement.
- b. **Other Terms.** "Consumer" and "Business Purpose" shall have the same meaning as set forth in the CCPA.

2. **Obligations Relating To Personal Information.**

- a. **Retention, Use or Disclosure, of Personal Information by Vendor.** Bloomreach shall use, retain, and disclose Personal Information only for the specific purpose of performing the services specified in the Agreement, as set out in this Addendum, or as otherwise permitted by the CCPA.
- b.
- c. **No Selling of Personal Information; Necessary Business Purpose.** Bloomreach represents and warrants that it does not sell Personal Information and shall not further collect, sell or use Personal Information, except as necessary to perform the Business Purpose, or as otherwise authorized by the CCPA.
- d. **Cooperation with regard to Data Subject Requests.** Customer may disclose Personal Information to Bloomreach for the purposes of alerting Bloomreach that a Consumer has opted out of the sale of that Consumer's Personal Information, in which case Vendor shall (1) promptly acknowledge to Customer receipt of such disclosure, and (2) within a reasonable time, shall take reasonable steps designed to prevent the sale of that Consumer's Personal Information by Bloomreach. Bloomreach shall promptly notify Customer if it receives a request from a Consumer with respect to Personal Information.
- e. **Necessary Business Purposes.** Customer shall only disclose Personal Information to BloomReach when necessary to perform a Business Purpose. Customer represents and warrants to Bloomreach that such disclosures of Personal Information shall be consistent with the applicable Customer notice to and/or terms and conditions for its consumers. Bloomreach represents and warrants that it shall not further collect or use Personal Information, except as necessary to perform the Business Purpose, or as otherwise authorized by Customer or the CCPA.

3. **Security of Personal Information Maintained by Vendor.** Bloomreach 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 Personal Information from unauthorized access, destruction, use, modification or disclosure.

4. **Miscellaneous.** Any obligation imposed on Service Provider under this Addendum shall survive any termination or expiration of any Service Agreement. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either: (a) amended as necessary to ensure its validity and enforceability, while preserving the intent of the provision as closely as possible or, if this is not possible, (b) construed in a manner as if the invalid or unenforceable part had never been contained therein. This Addendum and the other portions of all underlying Service Agreements; Service Agreements shall be read together and construed, to the extent possible, to be in concert with each other. In the event of any conflict between this Addendum and the Agreement or attachment, exhibit, or other document attached thereto, this Addendum shall control.

This Addendum is effective as of the Addendum Effective Date and hereby supplements all existing subscription agreements and sales orders between Service Provider and Company.

Bloomreach

"CUSTOMER"

Taylor Browning

[Customer name]

By: _____

By: Taylor Browning
General Counsel

Name: _____
Title: _____
Date: _____