

California Privacy Addendum

Effective: January 1, 2023

This California Privacy Addendum (“Addendum”) amends and is an integral part of Branch Metrics, Inc.’s Terms & Conditions (or instead, where there is a service agreement in place between you and Branch (“Service Agreement”), of that Service Agreement), which together with one or more Order Forms, addendums, or exhibits forms the “Agreement” between you (“Customer,” “you,” or “your”) and Branch Metrics, Inc. d/b/a Branch Metrics (“Branch,” “Branch Metrics,” “we,” or “us”), each a “Party” and collectively the “Parties”. This Addendum shall prevail over any conflicting term of the Agreement regarding the Personal Information of residents of the State of California.

I. DEFINITIONS

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The following terms will have the meanings set forth below. Capitalized terms used in this Addendum that are not defined herein shall have the meanings set forth in the Agreement.

1. “CCPA” means the California Consumer Privacy Act at Cal. Civ. Code §§ 1798.100 - 1798.199, including its implementing regulations.
2. “Personal Information” shall have the meaning set forth in the CCPA, limited to the information that Branch processes on behalf of Customer in its performance of its obligations under the Agreement.
3. The terms “Business,” “Service Provider,” “Share,” and “Sell” shall have the meaning set forth in the CCPA.

II. PARTIES’ ROLES AND PROCESSING DETAILS

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1. The Parties agree that you are a Business and Branch is a Service Provider.
2. Branch shall process Personal Information as necessary for the performance of the Services, as well as related support and professional services as set forth in the Agreement, or where directed by other reasonable documented instructions provided by Customer (collectively, the “Business Purposes”).

III. BRANCH'S OBLIGATIONS

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1. Customer Instructions. Customer directs Branch to collect, retain, use, disclose, and/or otherwise process Personal Information (i) to fulfill Branch's obligations to perform the Business Purposes, (ii) to fulfill Branch's obligations in this Addendum, (iii) internal use as permitted by the CCPA, (iv) to detect data security incidents or protect against fraudulent or illegal activity, and (v) as otherwise directed by Customer in writing.
2. Use Limitations. Except as authorized by the CCPA, Branch shall:
 - a. not Sell or Share Personal Information;
 - b. not retain, use, or disclose Personal Information outside of the direct business relationship between Customer and Branch that would render it a "Third Party" under CCPA;
 - c. not retain, use, or disclose Personal Information for any commercial purpose other than the Business Purposes;
 - d. not attempt to re-identify any pseudonymized, anonymized, aggregate, or de-identified Personal Information without Customer's express written permission;
 - e. not attempt to link, identify, or otherwise create a relationship between Personal Information and other personal information or any other data without the express authorization of Customer;
 - f. comply with any applicable restrictions under the CCPA on combining Personal Information with personal information that Branch receives from, or on behalf of, another person or persons, or that Branch collects from any interaction between it and any individual;
 - g. provide the same level of protection for Personal Information as is required under the CCPA as to Customer;
 - h. not otherwise engage in any processing of Personal Information that is prohibited or not permitted by Service Providers under the CCPA; and
 - i. notify Customer if Branch determines it can no longer meet its obligations under the CCPA.
3. Permitted Uses. In addition to the purposes set forth above, Customer understands and agrees that Branch may collect, retain, use, disclose, and otherwise process Personal Information as follows:
 - a. To collect, use, retain, share, or disclose Personal Information that has been (A) aggregated or (B) de-identified in accordance with the CCPA.
 - b. To comply with applicable laws.
 - c. To comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities
 - d. To cooperate with law enforcement agencies concerning conduct or activity that Customer, Branch, or a third party reasonably and in good faith believes may violate federal, state, or local law.
 - e. To exercise or defend legal claims.
4. Access, Deletion, and Correction Requests. Upon written request of Customer, Branch shall assist Customer in complying with Customer's obligations under the CCPA to respond to verifiable consumer requests to access, delete, or correct Personal Information. Branch shall have no obligation to re-identify or otherwise link information that is not maintained in a manner that would be considered Personal Information.
5. Branch Certification. Branch certifies that it understands the restrictions and obligations set forth above.

IV. CUSTOMER RIGHTS AND OBLIGATIONS.

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1. Compliance with Applicable Law. Customer shall comply with applicable laws, including without limitation, and to the extent required: (i) providing notice; (ii) obtaining consent; (iii) honoring access, deletion, opt-out, and opt-in rights and requests; and (iv) otherwise ensuring that it and Branch have any and all rights required in order for Branch to collect, retain, use, disclose, and otherwise process Personal Information under the Agreement.
2. Customer Directions. Customer shall not direct Branch to collect, retain, use, disclose, or otherwise process Personal Information in violation of the CCPA or other applicable laws.
3. Responding to Requests. Customer understands and agrees that it is solely responsible for responding to requests to exercise individual rights and that Branch shall have no responsibility to respond directly to an individual on the Customer's behalf, absent written instructions from the Customer. Where Branch receives a consumer request to access, correct, or delete Personal Information, it may inform the individual that the request cannot be acted upon because the request has been sent to a Service Provider.
4. Remediation. Customer may take reasonable and appropriate steps to ensure Branch uses the Personal Information consistent with Customer's obligations under the CCPA. Customer retains the right to take reasonable and appropriate steps to stop and remediate unauthorized processing of Personal Information, including any Personal Information not expressly authorized in this Addendum.