



DATA PROCESSING ADDENDUM

INSTRUCTIONS FOR EXECUTION

This Addendum has been pre-signed by Upserve. In order to enter into this Addendum and give it legal effect, Customer must:

- have an active Agreement with Upserve under which Upserve processes Customer-Provided Data in the course of providing the Services to Customer;
- provide the information requested in Customer's signature block (including signature); and
- submit the fully-executed Addendum to Upserve via e-mail to legal@upsolve.com.

The Addendum will become effective upon Upserve's receipt of the fully-executed Addendum. If you have any questions relating to this Addendum, please contact Upserve via e-mail at legal@upsolve.com.

NO ALTERATIONS OR STRIKE-OUTS TO THIS ADDENDUM WILL BE ACCEPTED.

This Data Processing Addendum (the "**Addendum**") forms part of the Master Subscription Agreement or other written or electronic agreement between Upserve, Inc. ("**Upserve**") and the entity defined herein ("**Customer**") (each a "**Party**") for the purchase of and/or subscription to the products and services offered by Upserve and identified therein (the "**Services**") (collectively, the "**Agreement**"). This Addendum applies to personal information of a consumer (as those terms are defined in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199) ("**CCPA**")) collected by Customer in its capacity as a business under the CCPA and transferred to and processed by Upserve in the course of providing the Services to Customer pursuant to the Agreement (the "**Customer-Provided Data**"), and establishes Upserve as a service provider of Customer in accordance with the CCPA with respect to Customer-Provided Data. Terms defined in the CCPA carry the same meaning when used in this Addendum.

1. **PROCESSING OF CUSTOMER-PROVIDED DATA.** Upserve will only collect, use, retain, or disclose Customer-Provided Data for the contracted business purposes for which Customer provides or permits access to Customer-Provided Data in accordance with the Agreement (including, without limitation, in furtherance of providing the Services), and Upserve will not collect, use, retain, disclose, sell, or otherwise make Customer-Provided Data available for its own commercial purposes or in any way that does not comply with the CCPA. Upserve will limit the collection, use, retention, and disclosure of Customer-Provided Data to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose. Customer agrees that Upserve may engage other service providers to assist in providing the contracted Services under the Agreement. In the event of a legal requirement requiring Upserve to disclose Customer-Provided Data for a purpose unrelated to the contracted business purposes, Upserve will first inform Customer of the legal requirement and give Customer the opportunity to object or challenge the requirement, unless the law otherwise prohibits such notice. If the CCPA permits, Upserve may aggregate, deidentify, or anonymize Customer-Provided Data so it no longer meets the CCPA's personal information definition. In such instances, Upserve will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.
2. **CUSTOMER'S CCPA OBLIGATIONS.** Customer will collect Customer-Provided Data and other consumer personal information in accordance with applicable laws, including, without limitation, the CCPA, and in accordance with its privacy notice. In the event that Upserve receives a request submitted by or on behalf of a consumer seeking to exercise a right under the CCPA with respect to any Customer-Provided Data, Upserve may deny such request on the grounds that it is a service provider with respect to the Customer-Provided Data and advise the consumer to make the request directly with Customer. Notwithstanding the foregoing, Customer will be solely responsible for handling and communicating with consumers with respect to such requests.
3. **WARRANTIES AND CCPA CERTIFICATION.** Each Party agrees to comply with all applicable requirements of the CCPA when collecting, using, retaining, or disclosing Customer-Provided Data. The individual executing this Addendum on behalf of Customer represents and warrants that they have the legal authority to bind Customer to the terms hereof. Upserve certifies that it understands this Addendum's and the CCPA's restrictions and prohibitions on selling Customer-Provided Data and retaining, using, or disclosing Customer-Provided Data outside of the Parties' direct business relationship, and it will comply with them.
4. **ENTIRE AGREEMENT; CONFLICT.** This Addendum supersedes and replaces all prior and contemporaneous agreements, oral and written, with respect to the subject matter of this Addendum. Except as amended by this Addendum, the Agreement will remain in full force and effect. In the event of a conflict between this Addendum and the Agreement, the terms of this Addendum will control. Any claims brought under this Addendum will be subject to the terms and conditions of the Agreement.

[Signature page follows]



IN WITNESS WHEREOF, the Parties have caused this Data Processing Addendum to be executed by their duly authorized representatives as of the date set forth below.

UPSERVE:

CUSTOMER:

Jonathan Eisner

(Signature of duly authorized representative)

Jonathan A. Eisner

(Name)

Corporate Counsel

(Title)

January 1, 2020

(Date)

(Signature of duly authorized representative)

(Name)

(Title)

(Customer Legal Entity Name)

(Date)