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# CCPA Service Provider Addendum

The vendor agreeing to these terms (“Service Provider Company”) has entered into one or more agreements with [\_COMPANY\_NAME\_] or one of its subsidiaries or affiliates (as applicable, “[\_COMPANY\_NAME\_]”) under which Service Provider Company has agreed to provide services to [\_COMPANY\_NAME\_] (as amended from time to time, the "Agreement"). This CCPA Service Provider Addendum (the “Addendum”) forms part of the Agreement and will take effect on [\_insert date\_].

Service Provider Company and [\_COMPANY\_NAME\_] agree as follows:

**1. Definitions.** For purposes of this Addendum, the terms below shall have the meanings set forth below. Capitalized terms used but not otherwise defined in this Addendum have the meanings set forth in the Agreement.

**1.1** “CCPA” means the California Consumer Privacy Act of 2018.

**1.2** “[\_COMPANY\_NAME\_] Personal Information” means any “personal information” (as defined in the CCPA) contained within the data or set of data that the Service Provider Company “processes” (as defined in the CCPA) on behalf of [\_COMPANY\_NAME\_] in connection with performing Services under the Agreement.

**1.3** “Services” means the services and/or products provided by Service Provider Company to [\_COMPANY\_NAME\_] under the Agreement, including activities that are required, usual, or appropriate in performing the Services, including to (a) carry out the Services or the business of which the Services are a part, (b) carry out the benefits, rights and obligations relating to the Services, (c) maintain records relating to the Services, or (d) comply with any legal or self-regulatory obligations relating to the Services.

**2. Service Provider Company Obligations.**

**2.1** To the extent that Service Provider Company processes the [\_COMPANY\_NAME\_] Personal Information for a Business Purpose (as defined in the CCPA) under the Agreement, Service Provider Company is a “service provider” (as defined in the CCPA) and shall process the [\_COMPANY\_NAME\_] Personal Information solely to provide its Services under the Agreement.

**2.2** Service Provider Company shall not retain, use, disclose or otherwise process [\_COMPANY\_NAME\_] the Personal Information for any purpose other than for performing the Services, or as otherwise permitted by the CCPA and shall return or delete all [\_COMPANY\_NAME\_]  the Personal Information at the conclusion of performance of the Services, or sooner if directed by [\_COMPANY\_NAME\_]. Service Provider Company shall follow all [\_COMPANY\_NAME\_] instructions regarding the return or destruction of [\_COMPANY\_NAME\_]  the Personal Information.

**2.3** Service Provider Company shall not “sell” (as defined in the CCPA) any of the [\_COMPANY\_NAME\_] Personal Information.

**2.4**Service Provider Company shall assist [\_COMPANY\_NAME\_] in fulfilling its obligations under the CCPA to respond to individual requests related to [\_COMPANY\_NAME\_]  the Personal Information about them, including by promptly fulfilling requests to access or delete relevant Personal Information in Service Provider Company’s possession. If Service Provider Company receives a request to know or a request to delete from a consumer regarding Personal Information that the Service Provider collects, maintains, or sells on behalf of [\_COMPANY\_NAME\_], and does not comply with the request, it shall explain the basis for the denial. The Service Provider Company shall also inform the consumer that it should submit the request directly to [\_COMPANY\_NAME\_] and, when feasible, provide the consumer with contact information for [\_COMPANY\_NAME\_].

**2.5** Service Provider Company shall enter into written agreements with each third party subcontractor that processes [\_COMPANY\_NAME\_]  the Personal Information that obligate the subcontractor to comply with terms that are at least as restrictive as those imposed on Service Provider Company under this Addendum and the Agreement, including the prohibition on the sale of [\_COMPANY\_NAME\_]  the Personal Information.

**2.6** Service Provider Company hereby certifies that it understands its obligations under this Addendum, and shall comply with them.

**3. No Consideration.** Notwithstanding anything in the Agreement or any order or Statement of Work entered into in connection therewith, Service Provider Company’s access to  the  [\_COMPANY\_NAME\_] Personal Information is not part of the consideration exchanged by the parties in respect of the Agreement.

**4. Duration of Addendum.** Notwithstanding the expiration of the Term of the Agreement, this Addendum will remain in effect until, and automatically expire upon, Service Provider Company’s deletion or return to [\_COMPANY\_NAME\_] all  the [\_COMPANY\_NAME\_] Personal Information.

**5. Conflicts.** In the event of any conflict or inconsistency between this Addendum and the terms of the Agreement, this Addendum will control, notwithstanding any statement to the contrary in the Agreement.