



US State Privacy Law Addendum

This US State Privacy Law Addendum (the **"Addendum"**) is incorporated into the DPA. If there is any conflict between this Addendum and the DPA, this Addendum shall prevail. Any capitalized term used but not defined in this Addendum shall have the meaning ascribed to it in the Agreement, the DPA or under applicable US State Privacy Law.

This Addendum is effective solely to the extent US State Privacy Law (as defined below) applies to Customer's use of the Services.

1 DEFINITIONS

"Deidentified Data" means Customer Data that is "deidentified" (as that term is defined by the CCPA) or "de-identified data" (as defined by other US State Privacy Law), when disclosed by one party to the other.

"US State Privacy Law" means, to the extent applicable: **(i)** the California Consumer Privacy Act of 2018, as amended, including as amended by the California Privacy Rights Act of 2020, together with all implementing regulations (the **"CCPA"**); **(ii)** Virginia's Consumer Data Protection Act, Va. Code Ann. § 59.1-571 et seq. (the **"VA Act"**); **(iii)** the Colorado Data Privacy Act, Colo. Rev. Stat. § 6-1-1301 et seq., together with all implementing regulations (the **"CO Act"**); **(iv)** Connecticut's Act Concerning Personal Data Privacy and Online Monitoring, Pub. Act No. 22015 (the **"CT Act"**); and **(v)** the Utah Consumer Privacy Act, Utah Code Ann. § 13-61-101 et seq (the **"UT Act"**).

The definitions **"Sale"**, **"Sell"**, and **"Share"**, **"Business Purpose"** as used in this Addendum have the meaning given to them under applicable US State Privacy Law.

The definitions in the DPA of: "Controller" includes "Business"; "Processor" includes "Service Provider"; "data subject"; includes "consumer"; "Personal Data" includes "Personal Information"; in each case as defined under applicable US State Privacy Law.

2 ROLES OF THE PARTIES. With respect to the Personal Data processed under the Agreement, the parties agree that Customer is the Controller or Business, and Staffbase is the Processor or Service Provider, as those terms are defined by US Privacy Law.

3 COMPLIANCE WITH US STATE PRIVACY LAW. Staffbase shall **(i)** provide the same level of protection for Personal Data as required of Customer under applicable US State Privacy Law. Staffbase shall notify Customer if Staffbase makes a determination that it can no longer meet its obligations under US State Privacy Law.

4 PROCESSING REQUIREMENTS

4.1 Staffbase shall process Personal Data only: **(i)** for the purpose of performing the Services ; **(ii)** for any other Business Purpose as allowed under the CCPA; or **(iii)** in accordance with any written instructions from Customer.

4.2 Staffbase shall not: **(i)** Sell or Share Personal Data; **(ii)** retain, use, or disclose Personal Data for any purpose other than described under Section 4.1 of this Addendum or otherwise permitted by applicable US State Privacy Law; or **(iii)** retain, use, or disclose Personal Data outside of the direct business relationship between Customer and Staffbase, unless permitted by the US State Privacy Law.

4.2 Staffbase shall comply with any applicable restrictions under US State Privacy Law on combining Personal Data with personal information that Staffbase receives from, or on behalf of, another party, or that Staffbase collects from its own interactions with Data Subjects, provided that Staffbase may combine Personal Data if directed to do so by Customer or as otherwise expressly permitted by US State Privacy Law.

5 ACKNOWLEDGEMENTS AND ADDITIONAL REQUIREMENTS

5.1 Customer shall have the right, upon providing reasonable notice to Staffbase, to take all reasonable and appropriate steps to prevent, stop, or remediate any unauthorized use of Personal Data by Staffbase.

5.2 Staffbase and Customer acknowledge and agree that Staffbase is not "Selling" Personal Data to or "Sharing" Personal Data with its authorized Sub-Processors when providing its Services to Customer.

5.3 Staffbase's obligations regarding Data Subject Requests under the DPA apply to Consumers rights under relevant US State Privacy Law. Customer shall inform Staffbase of any Data Subject Request that Staffbase must comply with and provide the information necessary for Staffbase to comply with the relevant Data Subject Request.

6 DE IDENTIFIED DATA. Each party shall comply with the requirements set forth under US State Privacy Law with regards to processing of Deidentified Data.