

## CCPA Third Party Addendum

Disco Technology, Inc. (“**Disco**”) and Customer (“**Company**”) have entered into one or more agreements, including Disco’s Terms & Conditions, under which Disco receives Personal Information (individually and collectively, the “**Agreement**”). Pursuant to the Agreement, Disco will receive Personal Information, the receipt and processing of which may be covered by the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act, and any regulations promulgated thereunder (collectively, the “**CCPA**”). Disco agrees to Process such Personal Information as required by this Addendum.

1. **Definitions.** For purposes of this Addendum the following definitions apply:

- 1.1. “**Consumer**” means a natural person.
- 1.2. “**Personal Information**” means any information provided by or on behalf of Company that Disco has access to, obtains, or otherwise Processes pursuant to the Agreement and that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identifiable Consumer.
- 1.3. “**Process**” or “**Processing**” means any operation or set of operations performed, whether by manual or automated means, on Personal Information, including but not limited to collection, use, storage, retention, security, disclosure, analysis, deletion, or modification.
- 1.4. “**Sale**” or “**Sell**” means exchanging, disclosing, making available, transferring or otherwise providing or communicating Personal Information to a third party for monetary or other valuable consideration. Disco will only engage in a Sale of Personal Information with ad platforms or data businesses for the explicit purpose of driving beneficial business outcomes for its customers.
- 1.5. “**Share**” or “**Sharing**” means sharing, releasing, disclosing, making available, transferring or otherwise providing or communicating Personal Information to a third party for cross-context behavioral advertising, as defined in the CCPA, whether or not for monetary or other valuable consideration, including transactions between a business and a third party for cross-contextual behavioral advertising for the benefit of a business in which no money is exchanged.

All other terms have the meanings given to them in the CCPA.

2. **Restrictions on Processing.** Disco will Process Personal Information only in accordance with the Agreement, this Addendum and any associated statements of work. Disco will not retain, use, disclose, or otherwise process Personal Information for any purpose other than the purposes specified and limited in the Agreement or as otherwise permitted by the CCPA.
3. **Consumer Requests.** At Company’s request, Disco will promptly, and in any event within 10 business days of Company’s request, assist Company with Company’s obligations to respond to Consumers’ requests to exercise their rights under the CCPA, including without limitation by securely deleting or refraining from Selling or Sharing any Personal Information identified by Company.
4. **Audit.** Company may take reasonable and appropriate steps to ensure that Disco Processes Personal Information consistent with Company’s obligations pursuant to the CCPA.
5. **CCPA Compliance.** Disco will comply with all obligations applicable to Disco under the CCPA and provide the same level of protection of Consumers’ rights under the CCPA as provided by Company. Disco will promptly notify Company in writing if Disco determines that it can no longer meet its obligations under the CCPA. Company has the right, upon providing notice to Disco, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information, including in the event that Disco has notified Company that it can no longer meet its CCPA obligations.

6. **Information Security.** Disco will ensure that persons authorized to process Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Disco will implement and commercially reasonable measures designed to protect Personal Information against anticipated threats or hazards to its security.