

## CCPA Data Processing Addendum

Last updated: July 27<sup>th</sup>, 2021

This CCPA Data Processing Addendum (this “**Addendum**”) reflects the requirements of the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time (collectively, the “**CCPA**”). This Addendum makes clear that Cyber Security Cloud, Inc., a Japanese corporation (“**CSC**”) is at all times acting as a Service Provider for CCPA purposes.

This Addendum is an addendum to the [applicable Agreements at <https://dashboard.wafcharm.com/us-b-plan/term/> ] (the “**Agreement**”) between CSC and the Customer (each, a “**Party**” and collectively, the “**Parties**”) and shall remain in effect for so long as CSC maintains personal information (as defined in and to the extent protected by the CCPA) provided by Customer or which is collected on behalf of Customer by CSC (hereinafter, the “**Personal Information**”). This Addendum shall only apply and bind the Parties if and to the extent Customer is a “**Business**” as defined in the CCPA. This Addendum prevails over any conflicting terms of the Agreement, but does not otherwise modify the Agreement. All capitalized terms not defined in this Addendum shall have the meanings set forth in the CCPA. Customer enters into this Addendum on behalf of itself and, to the extent required under the CCPA, in the name and on behalf of its Authorized Affiliates (defined below).

The Parties agree as follows:

### 1. Definitions

- 1.1. “**Affiliate**” means an entity that directly or indirectly Controls, is Controlled by or is under common Control with an entity.
- 1.2. “**Authorized Affiliate**” means any of Customer’s Affiliate(s) permitted to or otherwise receiving the benefit of the services provided by CSC pursuant to the Agreement (the “**Services**”).
- 1.3. “**Subprocessor**” means any subcontractor engaged by CSC which processes Personal Information on behalf of CSC in fulfillment of CSC’s obligations pursuant to the Agreement.

### 2. Scope and Applicability of this Addendum

- 2.1. This Addendum applies to the collection, retention, use, and disclosure of the Personal Information to provide Services to Customer pursuant to the Agreement or to perform a Business Purpose.
- 2.2. Customer is a Business and appoints CSC as a Service Provider to process the Personal Information on behalf of Customer. Customer is responsible for compliance with the requirements of the CCPA applicable to Businesses.
- 2.3. Customer and CSC agree and acknowledge that CSC is authorized to retain, use and disclose the Personal Information for the delivery of the Services to Customer in accordance with the Agreement, including: (i) disclosures to Subprocessors; (ii) for Customer's business purposes; and (iii) as otherwise permitted by the CCPA. Processing the Personal Information outside the scope of this Addendum or the Agreement will require prior written agreement between Customer and CSC on additional instructions for such processing.
- 2.4. CSC's collection, retention, use or disclosure of Personal Information for its own purposes independent of providing the Services are outside the scope of this Addendum.

### **3. Restrictions on Processing and Disclosure.**

- 3.1. Except for permitted disclosures to Subprocessors pursuant to terms equivalent to those in this Addendum including this Section 3.1, CSC is prohibited from retaining, using or disclosing the Personal Information for any purpose other than for the specific purpose of performing the Services for Customer, as set out in this Addendum, and from selling the Personal Information.
- 3.2. CSC shall not further collect, sell or use the Personal Information except as necessary to perform the Business Purpose. For the avoidance of doubt, CSC shall not use the Personal Information for the purpose of providing services to another person or entity, except that CSC may combine Personal Information received from one or more entities to which it provides similar services to the extent necessary to detect data security incidents, or protect against fraudulent or illegal activity.

### **4. Notice.**

- 4.1. Customer represents and warrants that it has provided notice to Consumers that their Personal Information is being used or shared consistent with Cal. Civ. Code 1798.140(t)(2)(C)(i).

### **5. Consumer Rights.**

5.1. CSC and any Subprocessor shall provide reasonable assistance to Customer in facilitating compliance with Consumer rights requests pursuant to the CCPA.

5.2. Upon direction by Customer and within a commercially reasonable amount of time, CSC and any Subprocessor shall delete the Personal Information.

5.2.1. Neither CSC nor any Subprocessor shall be required to delete any of the Personal Information to comply with a Consumer's request directed by Customer if it is necessary to maintain such information in accordance with Cal.Civ. Code 1798.105(d), in which case CSC shall promptly inform Customer of the exceptions relied upon under such CCPA provision and neither CSC nor any Subprocessor shall use the Personal Information retained for any purpose other than the purpose provided for by that exception.

## **6. Deidentified Information.**

6.1. In the event that either Party shares Deidentified Information with the other Party, the receiving Party warrants that it: (i) has implemented technical safeguards that prohibit reidentification of the Consumer to whom the information may pertain; (ii) has implemented business processes that specifically prohibit reidentification of the information; (iii) has implemented business processes to prevent inadvertent release of Deidentified Information; and (iv) will make no attempt to reidentify the information.

## **7. Merger, Sale or Other Asset Transfer.**

7.1. In the event that either Party transfers to a Third Party the Personal Information of a Consumer as an asset that is part of a merger, acquisition, bankruptcy or other transaction in which the Third Party assumes control of all or part of such Party, that information shall be used or shared consistently with applicable law. If a Third Party materially alters how it uses or shares the Personal Information of a Consumer in a manner that is materially inconsistent with the promises or representations made at the time of collection, it shall provide prior notice of the new or changed practice to the Consumer in accordance with applicable law.

## **8. As Required by Law.**

8.1. Notwithstanding any provision to the contrary of the Agreement or this Addendum, CSC and any Subprocessor may cooperate with law enforcement agencies concerning

conduct or activity that it reasonably and in good faith believes may violate international, federal, state or local law.

**9. No Sale of Personal Information.**

9.1. The Parties acknowledge and agree that the exchange of Personal Information between the Parties does not form part of any monetary or other valuable consideration exchanged between the Parties with respect to the Agreement or this Addendum.

**10. Subprocessor**

10.1. Customer generally authorizes the engagement of any other third parties as Subprocessors and authorizes onward transfer of Customer Personal Data to any Subprocessor engaged by CSC.

10.2. Information about Subprocessor, including their functions and locations, is available at <https://www.wafcharm.com/en/resources/subprocessors/> (as may be updated by CSC from time to time in accordance with this Addendum).

The parties' authorized signatories have duly executed this DPA.

**CUSTOMER**

Signature: \_\_\_\_\_

Customer Legal NAME: \_\_\_\_\_

Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Cyber Security Cloud, Inc.**

Signature: 

Address: VORT Ebisu maxim 3F, 3-9-19 Higashi, Shibuya-ku, Tokyo 150-0011, Japan

Print Name: Toshihiro Koike

Date: 7/27/2021