

This Addendum (“Addendum”) forms part of the Noibu Terms of Service (<https://noibu.com/terms-of-service/>), and of any superseding written Master Service Agreement, entered by and between you, the Customer (as defined in the Agreement) (“Customer”), and Noibu Technologies Inc. (“Noibu”; and collectively – the “Agreement”).

This Addendum reflects the parties’ desire and intent to modify and amend the Agreement, in accordance with the terms and conditions hereinafter set forth, with regard to the processing of Customer Personal Information (as defined below) by Noibu on behalf of the Customer.

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

You represent and warrant that you have full authority to bind the Customer to this Addendum. If you cannot, or do not agree to, comply with and be bound by this Addendum, or do not have authority to bind the Customer or any other entity, please do not provide any Customer Personal Information to us.

If you need a signed copy of this Addendum you can send a request to info@noibu.com and we’ll provide you a countersigned copy.

1. DEFINITIONS

a. “CCPA” means the California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100 et. seq., and its implementing regulations.

b. “Customer Personal Information” means any Customer Data maintained by Customer and processed by Noibu solely on Customer’s behalf, that

identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, to the extent that such information is protected as “personal information” (or an analogous variation of such term) under applicable U.S. Data Protection Laws.

c. “U.S. Data Protection Laws” means all laws and regulations of the United States of America, including the CCPA, applicable to the processing of personal information (or an analogous variation of such term).

d. “Service Provider” has the meaning set forth in Section 1798.140(v) of the CCPA.

2. AMENDMENTS

2.1 Roles. The parties acknowledge and agree that with regard to the processing of Customer Personal Information performed solely on behalf of Customer, Noibu is a Service Provider and receives Customer Personal Information pursuant to the business purpose of providing the Services to Customer in accordance with the Agreement.

2.2 No Sale of Customer Personal Information to Noibu. Customer and Noibu hereby acknowledge and agree that in no event shall the transfer of Customer Personal Information from Customer to Noibu pursuant to the Agreement constitute a sale of information to Noibu, and that nothing in the Agreement shall be construed as providing for the sale of Customer Personal Information to Noibu.

2.3 Limitations on Use and Disclosure. Noibu is prohibited from using or disclosing Customer Personal Information for any purpose other than the specific purpose of performing the Services specified in the Agreement, the permitted business purposes set under applicable law, and as required under applicable law. Noibu hereby certifies that it understands the foregoing restriction and will comply with it in accordance with the requirements of applicable U.S. Data Protection Laws.

2.4 Data Subject Access Requests. Noibu will reasonably assist Customer with any data subject access, erasure or opt-out requests and objections. If Noibu receives any request from data subjects, authorities, or others relating to its data processing, Noibu will without undue delay inform Customer and reasonably assist Customer with developing a response (but Noibu will not itself respond other than to confirm receipt of the request, to inform the data subject, authority or other third party that their request has been forwarded to Customer, and/or to refer them to Customer, except per reasonable instructions from Customer). Noibu will also reasonably assist Customer with the resolution of any request or inquiries that Customer receives from data protection authorities relating to Noibu, unless Noibu elects to object such requests directly with such authorities.

2.5 Effect of this Addendum. In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the Agreement with respect to the subject matter hereof and solely where U.S. Data Protection Laws apply, the terms of this Addendum shall control.