



CCPA Service Provider Addendum

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.

1. DEFINITIONS

- a. “CCPA” means the California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100 et. seq., as may be amended, 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 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 or Share 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 or share (as each such term is defined under the CCPA) of information to Noibu, and that nothing in the Agreement shall be construed as providing for the sale or share of Customer Personal Information to Noibu.

2.3 Limitations on Use and Disclosure. Noibu is prohibited from using, retaining or disclosing Customer Personal Information for any purpose other than the specific purpose of performing the Services specified in the Agreement, the permitted internal business purposes allowed to “Service Providers” set under the CCPA, 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. Noibu shall use reasonable information-security measures to protect the confidentiality and use of Customer Personal Information in its possession or control.

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 Before granting access to Customer Personal Information, Noibu must ensure that each subcontractor (and each other person or entity engaged by such contractor to access Customer Personal Information), agrees pursuant to a written contract to process, use, disclose and retain such Customer Personal Information only as permitted by this Addendum and to maintain information security measures respecting such Customer Personal Information that are at least as restrictive as those measures required by this Addendum. Noibu will notify Customer of each subcontractor that Noibu engages to process Customer Personal Information before granting any such subcontractor access to Customer Personal Information.

2.7 Noibu will cooperate with, and permit Customer or its representatives (and any governmental authorities with jurisdiction in connection with an audit request concerning Company) to conduct, at least once every 12-months or as more frequently required by applicable law, a reasonable assessment of Noibu's information security measures to verify Noibu's compliance with this Addendum.

2.8. If Customer reasonably believes (as a result of a security incident or breach, based upon on-site reviews or review of audit findings, based upon reviews of SOC or comparable reports, or otherwise) that Noibu is unable, or has failed, to comply with this Addendum, Customer may, upon notice to Noibu, take reasonable and appropriate steps to stop and remediate any unauthorized use of Customer Personal Information. Noibu must promptly (but no later than 48 hours after making such determination) notify the Customer if at any time Noibu does not reasonably believe that it can comply with any term of this Addendum or if any Customer Personal Information in Noibu's or any of its subcontractors' possession or control is used, accessed, processed or disclosed in an unauthorized manner.

2.9 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.

Addendum

All other terms and conditions not changed by this Addendum or prior Addendums remain in full force.



IN WITNESS WHEREOF, the parties have indicated their acceptance of the Amended terms of this Agreement by their signatures below on the dates indicated.

Company:

Company:

Noibu Technologies Inc.

Signature: _____

Signature: _____

Print Name: _____

Print Name:

Title: _____

Title:

Date: _____

Date: _____