
CCPA ADDENDUM TO MASTER SUBSCRIPTION & PROFESSIONAL SERVICES AGREEMENT

(Customer's Name)

(Customer's Address)
("Customer" / "Business" / "You" / "Your")

and

Emarsys North America, Inc.
10 W. Market Street, Suite 1350
Indianapolis, Indiana 46204
("Emarsys" / "Service Provider" / "We" / "Our")

THIS CCPA ADDENDUM TO THE MASTER SUBSCRIPTION & PROFESSIONAL SERVICES AGREEMENT ("Addendum") is made and entered into as of the date of the last signature below (the "Addendum Effective Date") by and between EMARSYS, an Indiana corporation, and Customer, a(n) _____ (state & entity type).

Emarsys and Customer are hereinafter sometimes referred to collectively as the "Parties." All terms not defined herein shall have the meaning ascribed to them in the Master Subscription & Professional Services Agreement currently governing the purchase and provision of Emarsys SaaS digital marketing services (the "MSA"). Other than as set forth herein, the terms of the MSA, and GDPR-related Data Processing Agreement (the "DPA"), if such DPA exists as between the parties hereto, shall remain unchanged.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties hereby agree as follows:

- I. Addendum to terms in MSA. Where Customer is a "business" subject to Cal. Civ. Code § 1798.100 et seq. of the California Consumer Privacy Act of 2018, as amended (the "CCPA"), the following provisions apply in addition to the provisions of the MSA and DPA, if applicable, with respect to the processing of personal data of any individuals who are "consumers" or "households" under the CCPA:
 - A. Any references to "personal data" in the MSA and DPA, if applicable, shall also mean any information describing, capable of being associated with, or reasonably linkable, directly or indirectly, to natural persons, including "personal information," as that term is defined in the CCPA; for purposes of this Addendum, personal data also includes information relating to or describing an identified or identifiable household.
 - B. Any references to "data processor" in the MSA and DPA, if applicable, shall also mean Emarsys in its role as "service provider," as that term is defined in the CCPA, with respect to the processing of personal information of a "consumer," as that term is also defined in the CCPA.
 - C. Any references to applicable law relating to the treatment of an individual's personal data or information in the MSA, with regard to a resident of the State of California, shall also mean the CCPA.
 - D. As a service provider under the CCPA, Emarsys shall not retain, use, or disclose personal information for any purpose other than to provision the Services contracted for in the MSA and its related Commercial Agreements,

Statements of Work and other related agreements (the "MSA Agreements"), or as otherwise permitted by the CCPA.

- E. Customer shall not instruct Emarsys to process or disclose personal information for any purpose other than as described in the MSA Agreements, DPA (where applicable), or as otherwise agreed in writing between the Parties, or as otherwise permitted by the CCPA.
 - F. Emarsys shall not sell personal information provided to it under the MSA Agreements by, or on behalf of, Customer, whether or not provided as a component of the Customer Data.
 - G. Emarsys shall not release, disclose, disseminate, make available, transfer or otherwise communicate personal information provided to it by, or on behalf of, Customer under the MSA Agreements to a third-party. However, Emarsys may disclose the personal information to its own sub-service providers (which are service providers as defined in the CCPA) where Emarsys has (i) carried out adequate due diligence on each sub-service provider and; (ii) included terms in the contract between Emarsys and each sub-service provider that are substantially consistent to those set out in this Addendum.
 - H. As a service provider under the CCPA Emarsys is not obligated, nor shall it, substantively respond to any direct consumer requests submitted under the CCPA in relation to personal information it obtained from or on behalf of Customer. Emarsys' sole obligations shall be to promptly acknowledge the consumer request and advise the submitting party that as a service provider Emarsys is not authorized to substantively respond to such request. In conjunction with the aforementioned non-substantive response, Emarsys will promptly attempt to identify which of its customers, if any, are the relevant "business" under the CCPA in relation to the aforementioned consumer request, based upon the information provided by the submitting consumer. If sufficient information exists within the aforementioned consumer request and Emarsys' internal records to identify Customer as the proper party to receive such consumer's request, then and in such event Emarsys shall forward the aforementioned consumer request to Customer. Under no circumstances will Emarsys request additional information from a requesting consumer asserting rights under the CCPA, nor undertake to verify such requesting consumer's identity. The obligations to verify the identity of a requesting consumer and timely respond to such request shall remain with Customer at all times as the "business" under the CCPA. However, Emarsys will perform its role as a service provider under the CCPA, and promptly respond to any requests of Customer to facilitate its obligations as a "business" under the CCPA.
- II. **Miscellaneous.** Except as provided for herein, the MSA and DPA (where applicable) shall remain in full force and effect. This Addendum may not be amended or modified except by a writing signed by both Parties. This Addendum may be executed in counterparts. Each Party's rights and obligations concerning assignment and delegation under this Addendum shall be as described in the MSA and DPA, if applicable. Subject to the foregoing restrictions, this Addendum will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns. This Addendum, in conjunction with the MSA and DPA, if applicable, constitutes the entire understanding between the Parties with respect to the subject matter herein, and shall supersede any other arrangements, negotiations or discussions between the Parties relating to such subject-matter.

The parties hereto agree to the terms described hereinabove effective as of the date of the last signature below.

SIGNATURES			
Customer:		Emarsys:	Emarsys North America, Inc.
Name:		Name:	Sean P. Brady
Title:		Title:	President of the Americas
Date:		Date:	December 15, 2019
Signature:		Signature:	