

U.S. State Privacy Addendum

This Addendum (“**Addendum**”) is between the Open Text entity (“**OT**”) having entered into the Principal Agreement and the other party to the Principal Agreement (“**Customer**”). This Addendum is supplemental to and forms part of the agreement between OT and Customer under which OT (or its affiliates) carries out certain Services (“**Principal Agreement**”). The terms in this Addendum apply to the extent OT Processes Personal Data on behalf of Customer in the course of performing its obligations under the Principal Agreement, either as a Service Provider or Processor, and when such Processing is subject to Applicable State Privacy Laws.

1. The capitalized terms used in this Addendum shall have the meanings set forth below. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement.
 - 1.1. “**Applicable State Privacy Laws**” means all U.S. state, territorial, and local laws, regulations, and governmental requirements currently in effect, or as they become effective, relating to the privacy, confidentiality, or security of Personal Data, including, to the extent relevant, the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act (“**CCPA**”), the Virginia Consumer Data Privacy Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act, and any laws implementing, replacing or supplementing any of them, as amended, consolidated, re-enacted, or replaced from time to time, each to the extent applicable to OT’s Processing of Personal Data under this Addendum and the Principal Agreement.
 - 1.2. “**Personal Data**” means data Processed by OT on behalf of Customer that qualifies as “personal data”, “personal information”, “personally identifiable information”, or similar designation under and regulated by Applicable State Privacy Laws.
 - 1.3. “**Service Provider**” has the meaning set forth in the CCPA.
 - 1.4. “**Services**” means the products, subscriptions and/or services provided from OT to Customer in accordance with the Principal Agreement.
 - 1.5. “**Sensitive Data**” is a subset of Personal Data that meets the definition of “sensitive data” or “sensitive personal information”, as applicable, under the Applicable State Privacy Laws.
 - 1.6. “**Business Purpose**” means the provision of Services as set forth under the Principal Agreement.
 - 1.7. “**Business**”, “**Controller**”, “**Processor**”, “**Process**”, “**Processing**”, “**Sale**”, “**Sell**”, and “**Share**” have the meanings set forth in the Applicable State Privacy Laws.
2. The instructions for Processing Personal Data, the nature and purpose of Processing, the type of information Processed, and the duration of Processing are each set forth in Appendix 1 (Description of Transfer) attached to this Addendum.
3. Customer is solely responsible for: (i) ensuring that Customer’s instructions for the Processing of Personal Data, including appointment of OT as a Service Provider or Processor, are consistent with Applicable State Privacy Laws and have been authorized by the relevant Controller or Business as applicable; and (ii) the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer shall ensure that its use of the Services will not violate the rights of any individual who has opted-out from the Sale, Share, or other disclosures of Personal Data, to the extent applicable under the Applicable State Privacy Laws.
4. Taking into account the context of the Processing and Services, each party shall implement appropriate technical and organizational measures to ensure the security of the Personal Data and comply with its obligations under Applicable State Privacy Laws.
5. Additionally, to the extent required of OT under the Applicable State Privacy Laws given the nature and scope of its Processing, the following will apply:
 - 5.1. OT: (i) will Process all Personal Data on behalf of Customer only; (ii) will not Process, Sell or Share Personal Data, except for the Business Purpose or as permitted by applicable law; and (iii) acknowledges that Customer is disclosing Personal Data to OT only for the Business Purpose.

- 5.2. OT shall take commercially reasonable steps to ensure that each person Processing Personal Data is subject to a duty of confidentiality with respect to such Processing.
- 5.3. Unless retention of the Personal Data is required by law, upon termination of the Principal Agreement, OT shall, at Customer's request, either: (i) destroy all Personal Data; or (ii) where Personal Data is reasonably available for return, return such Personal data subject to an additional fee.
- 5.4. For purposes of fulfilling assessment obligations under Applicable State Privacy Laws, upon written request from Customer, OT shall, where available, provide to Customer a copy of third-party audit reports and/or certifications applicable to the Services (e.g., SOC1, Type II; SOC2, Type II audit reports and/or ISO 27001 certificate or information to demonstrate the Processing activities of OT relating to the Personal Data is in compliance with its obligations under this Addendum).
- 5.5. Unless otherwise set forth in the Principal Agreement, OT may utilize subcontractors and shall ensure any subcontractor Processing Personal Data is subject to a written contract requiring compliance with the Applicable State Privacy Laws.
- 5.6. OT shall notify Customer if it makes a determination that it can no longer meet its obligations under this Addendum, and reasonably cooperate with Customer to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data.
- 5.7. OT shall not, unless otherwise permitted by the CCPA, applicable law, or the Principal Agreement or for the purpose of performing the Services, combine Personal Data with other personal information it (i) receives from or on behalf of another person or third party, or (ii) collects from its own interactions with the applicable individual;
- 5.8. OT shall provide reasonable assistance, upon Customer's reasonable request and at Customer's expense, with any obligation of Customer under Applicable State Privacy Laws to conduct or document any data protection assessments and, where necessary, consultations with data protection authorities in connection with the Processing of Personal Data.
- 5.9. Where an individual submits a verifiable request to OT to exercise their privacy rights relating to their Personal Data under Applicable State Privacy Laws in respect of Customer, OT shall forward these requests to the Customer email address on file with OT as soon as reasonably practicable. Upon Customer's reasonable written request and at Customer's expense, OT shall provide reasonable assistance to Customer to respond to a verifiable request to exercise their privacy rights relating to their Personal Data under the Applicable State Privacy Laws in accordance with the Applicable State Privacy Laws.
6. None of the terms and conditions of the Principal Agreement shall be waived or modified by this Addendum, provided that if there is an inconsistency between any of the provisions of this Addendum and the provisions of the Principal Agreement in relation to the Processing of Personal Data subject to the Applicable State Privacy Laws, the provisions of this Addendum shall prevail.
7. The parties shall negotiate in good faith any amendments to this Addendum that are necessary to reflect changes in Applicable State Privacy Laws.
8. For Partner Agreements.
 - 8.1. If the Principal Agreement relates to the resale or supply of Services with a partner under an OT partner program or a partner agreement (a "**Partner**"), with OT acting as the Partner's Service Provider or Processor under that arrangement with no direct contractual relationship to the direct and indirect customers of the Partner which are entitled to use the Services such as the End User or, in the case of a Partner who is an MSP, the Beneficiary (as in each case as defined in the Principal Agreement) (hereinafter "**Using Parties**"), then the following provisions shall apply:
 - 8.1.1. All references to "Customer" in this Addendum shall mean the Partner;
 - 8.1.2. Section 3 of this Addendum shall be amended to read as follows: Partner is solely responsible for: (i) ensuring that Partner and Using Parties' instructions for the Processing of Personal Data, including appointment of OT as a Service Provider or Processor, are consistent with Applicable State Privacy Laws and have been authorized by the relevant Controller or Business as applicable; and (ii) the accuracy,

quality, and legality of Personal Data and the means by which Partner or Using Parties acquired Personal Data. Partner shall ensure that its or Using Parties' use of the Services will not violate the rights of any individual who has opted-out from the Sale, Share, or other disclosures of Personal Data, to the extent applicable under the Applicable State Privacy Laws."

- 8.1.3. Section 4 of this Addendum shall be amended to read as follows: "Taking into account the context of the Processing and Services, each party shall implement appropriate technical and organizational measures to ensure the security of the Personal Data and comply with its obligations under Applicable State Privacy Laws (and Partner shall procure the same from Using Parties)."

APPENDIX 1
DESCRIPTION OF TRANSFER

Categories of individuals whose Personal Data is transferred.

Unless provided otherwise by Customer, such individuals may include Customer employees, contractors, business partners or other individuals, whose Personal Data may be stored, transmitted, made available, accessed or otherwise Processed by OT.

Categories of personal data transferred.

Customer determines the categories of Personal Data which are Processed by OT in connection with the Services in accordance with the terms of the Principal Agreement (and documentation governed by it). Customer submits Personal Data for Processing after careful evaluation of compliance with applicable laws.

The Personal Data may include the following categories of data: name, phone numbers, e-mail address, time zone, address data, company name, plus any application-specific data.

Sensitive Data Processed, if applicable.

None.

The choice and type of Personal Data that will be Processed using OT Services remains solely within the discretion and choice of the Customer. In selecting the Personal Data of any categories, the Customer shall ensure that such Personal Data is suitable for Processing with and through the Services in compliance with Applicable State Privacy Laws. OT disclaims all liabilities in relation to the selection of data for use with the Services.

The duration of the transfer.

Transfers shall be made on a continuous basis in accordance with the Principal Agreement.

Purpose of the processing.

OT offers its Services, and in doing so, OT requires to Process Personal Data.

The Personal Data is subject to the basic Processing activities as set out in the Principal Agreement which may include:

- A. use of Personal Data to provide the Services;
- B. storage of Personal Data;
- C. computer processing of Personal Data for data transmission; and
- D. other processing activities to deliver the Services.

OT partner programs and partner agreements: Where section 8 of this Addendum applies: for the purposes of this Appendix 1, categories of Personal Data shall also include that of Using Parties (as defined in section 8 of this Addendum). Notwithstanding the foregoing, this shall not release the Partner of its obligations, either in this Appendix 1, this Addendum or otherwise, and the Partner shall remain responsible for the decisions, acts and omissions of Using Parties, and shall procure that Using Parties comply with the provisions of this Appendix 1.

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