



## Acquia California Consumer Privacy Act Business-Service Provider Addendum

This California Consumer Privacy Act Business-Service Provider Addendum (this “Addendum”), effective as of the last signature date below (“**Addendum Effective Date**”), which forms part of the Subscription and Services Agreement previously entered into by and between Customer and Acquia (“Agreement”), is entered into by and between Acquia Inc. (“Acquia”, acting as the CCPA-covered service provider) and the customer specified in the signature block below (“Customer”, acting as the CCPA-covered business). Customer and Acquia are each a “Party” and shall be collectively referred to herein as the “Parties”. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

### 1. **Background.**

The Parties have entered into the Agreement, which may require Acquia to process Personal Information provided by or collected for Customer. This Addendum sets out the additional terms, requirements, and conditions under which Acquia will process Personal Information when providing Services under the Agreement.

### 2. **Definitions.** For the purposes of this Addendum:

“**Business Purpose**” has the meaning provided in Section 1798.140(d) of the California Civil Code, as of the date of execution of this Addendum.

“**CCPA**” means the California Consumer Privacy Act of 2018 (California Civil Code §§1798.100 to 1798.199) and its implementing regulations, as amended or supplemented from time to time.

“**Consumer**” has the meaning provided in Section 1798.140(g) of the California Civil Code, as of the date of execution of this Addendum.

“**Consumer Rights Request**” means a verified communication from a consumer requesting to access their rights under the CCPA.

“**Personal Information**” has the meaning provided in Section 1798.140(o) of the California Civil Code, as of the date of execution of this Addendum.

“**Process**” or “**Processing**” has the meaning provided in Section 1798.140(q) of the California Civil Code, as of the date of execution of this Addendum.

### 3. **Relationship of the Parties.**

The Parties agree that with respect to the provision of the Services, Customer is the “business” and Acquia is the “service provider,” as such terms are defined in the CCPA. In performing the Services, Acquia will receive and process Personal Information on Customer’s behalf, as further set forth in the Agreement and in accordance with the CCPA, or as otherwise permitted by law.

### 4. **Confidentiality.**

Acquia shall treat all Personal Information as confidential in accordance with the Agreement and this Addendum. For clarification, nothing contained in this Addendum shall be construed as limiting the confidentiality and nondisclosure obligations of the Parties as set forth in the Agreement.

### 5. **Necessary Business Purposes.**

Customer may disclose Personal Information to Acquia when necessary to perform a Business Purpose. Customer represents and warrants to Acquia that such disclosures of Personal Information shall be consistent with the requirements set forth in the CCPA. Acquia shall not sell Personal Information, nor shall it retain use, or disclose Personal Information, except as necessary to perform the Business Purpose, or as otherwise authorized by the CCPA.

**TO ENABLE QUICK EXECUTION ACQUIA HAS PRESIGNED THIS ADDENDUM. ANY MODIFICATIONS TO THIS ADDENDUM BY CUSTOMER WILL RENDER THIS ADDENDUM AND ACQUIA’S SIGNATURE NULL AND VOID.**



**6. Security of Personal Information Maintained by Acquia.**

Acquia shall maintain a comprehensive written information security program that includes appropriate administrative, technical, physical, organizational, and operational safeguards and other security measures for the protection of the security and integrity of the Services, and of the Personal Information contained within the Services, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards.

**7. Consumer Rights Requests.**

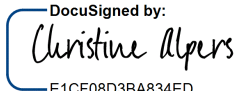
Acquia shall notify Customer promptly if it receives a Consumer Rights Request concerning the processing of Personal Information and, in any event, in a reasonable amount of time for Customer to meet its obligations to respond to such Consumer Rights Request under the CCPA. Acquia shall not respond to any Consumer Rights Request concerning Personal Information unless expressly instructed to do so by Customer, or otherwise required by law. To the extent Customer, in its use of the Services, does not have the ability to address a Consumer Rights Request, Acquia shall upon Customer's request assist Customer in responding to such Consumer Rights Request, to the extent Acquia is legally permitted to do so and the response to such Consumer Rights Request is required under the CCPA. To the extent legally permitted, Customer shall be responsible for any costs arising from Acquia's provision of such assistance.

**8. General.**

Except as modified herein, the terms of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement relating to the subject matter contained herein, this Addendum shall control. This Addendum shall continue in force until the termination of the Agreement.

The Parties have read this Addendum and agree to be bound by the terms and conditions contained in this Addendum. The Parties have caused this Addendum to be executed by their duly authorized representatives to be effective as of the Effective Date.

**Acquia**

By:   
Name: Christine Alpers  
Title: General Counsel  
Date: January 1, 2020

CUSTOMER: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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