



ContactUS, LLC
Data Processing Exhibit

The following Data Processing Exhibit (the “DPE”) forms an integral part of the Agreement between COMPANY and ContactUS, Inc. (“**ContactUS**”) for COMPANY’s use of the Services as document in the Master Services Agreement between COMPANY and ContactUS (the “**MSA**”). This DPE governs the responsibilities of the parties with respect to the processing of personal information (defined below) which is subject to the CCPA (defined below) and is processed in the course of COMPANY’s use of the Services. All undefined capitalized Terms herein shall have the same meaning as in the MSA, as applicable.

In the event of any conflict or inconsistency between the MSA and this DPE, this DPE shall govern.

1. “**CCPA**” means the California Consumer Privacy Act of 2018, as amended, and any regulations promulgated thereunder. The terms “**aggregate consumer information**”, “**business**”, “**business purpose**”, “**deidentified information**”, “**personal information**”, “**processing**”, “**sell**”, and “**service provider**” shall have the same meaning as in the CCPA.
2. ContactUS and COMPANY agree that, as to processing of personal information as part of provision of the Services, ContactUS is a service provider and COMPANY is the business. Accordingly, except as otherwise permitted by the CCPA, ContactUS shall not:
 - a. Sell the personal information, or
 - b. Retain, use, or disclose the personal information for any purpose other than for the business purpose, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the Services.
3. ContactUS shall not process the personal information other than on COMPANY’s documented instructions, which include processing to detect data security incidents, protecting against fraudulent or illegal activity, creation of datasets of aggregate consumer information and deidentified information that ContactUS can compile and use for its other clients, appointing subprocessors, and any other business purpose or operational purpose permissible under the CCPA of a service provider that does not cause ContactUS to lose its service provider status (the “**Documented Instructions**”).
4. ContactUS will work in good faith to cooperate and assist COMPANY with any reasonable written request from COMPANY to comply with its obligation under the CCPA to respond to verifiable consumer requests that concern personal information that ContactUS may be processing on COMPANY’s behalf. ContactUS may, in its discretion, charge reasonable fees for providing such assistance.
5. Subject to the terms set forth in the MSA, this DPE, and the CCPA, COMPANY acknowledges and agrees that ContactUS may use ContactUS affiliates and other sub-processors to process personal information to provide the Services on its behalf.
6. If COMPANY is a publisher or platform, then COMPANY represents and warrants that the personal information being processed by ContactUS as part of the Services was collected by COMPANY

Commented [1]: MotionCX: Confirm this is consistent with your intended practices, including future practices. Not selling the data allows MotionCX to comply with the relatively simple Service Provider provisions of the CCPA. If MotionCX intends to sell data (which has a definition broader than just selling the data for a fee), this DPE will need to be updated.

under privacy notices that allow for ContactUS to process the personal information pursuant to the Documented Instructions.

7. The CCPA remains subject to amendment and an ongoing rulemaking process whereby the regulations may be updated, and other states and the United States Congress are or may in the future be considering similar laws (all of the foregoing, “**New Privacy Laws**”). COMPANY agrees that it will work together in good faith with ContactUS to amend this DPE to address compliance with New Privacy Laws.