



KHOROS NORTH AMERICA DATA PROTECTION AGREEMENT

This Data Protection Agreement (“DPA”) is an exhibit to and is incorporated by reference into the Master Services Agreement (“MSA”) between Khoros, LLC and its subsidiaries (“Service Provider”) and the company/business entity that executed the MSA (“Business”). This DPA only concerns personal data and does not amend or modify any terms in the MSA that are not specifically referenced in this DPA. In the event of a conflict between this DPA and the MSA, the terms of this DPA shall control. If a capitalized term is used in this DPA, but is not defined in the DPA, that term has the definition assigned to it under the Applicable Data Protection Law.

1. DEFINITIONS.

“Applicable Data Protection Law” or “ADPL” means the California Consumer Privacy Act of 2018 (“CCPA”), the Personal Information Protection and Electronic Documents Act (“PIPEDA”), the New York Privacy Act upon its effective date, and all other applicable laws and regulations governing the processing of personal data and data privacy and security that apply to Service Provider. The terms “Business,” “Service Provider,” “Personal Information,” and “Sell” have the meanings given to them in the ADPL.

“Business Data” means Personal Information that Service Provider collects, retains, uses, discloses, or processes on behalf of the Business and/or pursuant to the MSA.

ADPL does not include the General Data Protection Regulation and GDPR does not apply to Business.

2. SERVICE PROVIDER OBLIGATIONS.

2.1 **Business Purposes.** Service Provider shall collect, retain, use, disclose, and otherwise process Business Data solely to fulfill its obligations to Business under this DPA on the Business’ behalf, for the Business’ operational purposes, for Service Provider’s own operational purposes, for other notified purposes, and for no other purposes. Without limiting the foregoing, Business directs Service Provider to collect, retain, use, disclose, and/or otherwise process Business Data for one of the purposes listed in Cal. Civ. Code § 1798.140(d) (or applicable amended section of the CCPA).

2.2 **Additional Business Purposes.** In addition to the purposes set forth above, Business also directs Service Provider to collect, retain, use, disclose, and otherwise process Business Data as follows:

- a. To comply with Business’ written instructions, as Business may provide to Service Provider from time to time pursuant to this DPA.
- b. To disclose Business Data to a third-party service provider in order to provide the services described herein, provided that Service Provider shall ensure that any such third-party is bound by all obligations necessary under Applicable Data Protection Law.
- c. To comply with Applicable Data Protection Law.
- d. To comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities.
- e. To cooperate with law enforcement agencies concerning conduct or activity that Business, Service Provider, or third party reasonably and in good faith believes may violate federal, state, or local law.
- f. To exercise or defend legal claims.
- g. To collect, use, retain, or disclose Business Data that has been de-identified or aggregated.

2.3 **Access and Deletion Requests.** Upon written request of Business, Service Provider shall assist Business in complying with Business’ obligations under Applicable Data Protection Law to respond to verifiable consumer requests to access or delete Business Data.

- a. Service Provider shall not have an obligation to permit access to, or delete, Business Data where Applicable Data Protection Law would not require Business to provide such access or deletion.



- b. If Service Provider receives a request for access or deletion directly from an individual, Service Provider shall forward the request to Business within 5 business days and at Service Provider’s sole discretion, either: (i) instruct Business how to fulfill the request itself; or (ii) await written instructions from Business on how, if at all, to assist in responding to the request.
- c. Service Provider shall have no obligation to reidentify or otherwise link information that is not maintained in a manner that would be considered Personal Information.

2.4 **Prohibition on Selling Business Data.** Service Provider shall not Sell Business Data or otherwise retain, use, or disclose Business Data for purpose other than for the specific purposes set forth herein. For the avoidance of doubt, Service Provider shall not retain, use, or disclose Business Data outside of the direct business relationship between Business and Service Provider.

2.5 **Service Provider Certification.** Service Provider certifies that it understands its restrictions and obligations set forth above and will comply with them.

3. BUSINESS OBLIGATIONS.

3.1 **Compliance with Applicable Data Protection Law.** Business shall comply with Applicable Data Protection Law, including without limitation, and to the extent required: (a) providing notice; (b) obtaining consent; (c) honoring access, deletion, opt-out, and opt-in rights and requests; and (d) otherwise ensuring that it and Service Provider have any and all rights required in order for Service Provider to collect, retain, use, disclose, and otherwise process Business Data under this DPA.

3.2 **Business Directions.** Business shall not direct Service Provider to collect, retain, use, disclose, or otherwise process Business Data in violation of Applicable Data Protection Law.

3.3 **Responding to Requests.** Business understands and agrees that it is solely responsible for responding to individual requests for access or deletion and that Service Provider shall have no responsibility to respond directly to an individual on the Business’ behalf, absent written instructions from the Business.

4. LIABILITY. Service Provider’s liability for any non-compliance with this DPA shall be as follows: (a) up to the maximum fine prescribed by ADPL in regards to fines and/or penalties imposed on Service Provider or Business by any data protection authority or governmental authority; (b) in regards to claims by data subjects, unlimited; and (c) for all other damages, as set forth in the MSA.

The individuals signing below hereby represent that they are each an authorized representative of their respective companies and have executed this DPA as of the last date of signature below. The Processing subject to this DPA shall continue until the MSA is terminated in accordance with the provisions set out in the MSA.

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|-----------------|--------------------|
| Business | Khoros, LLC |
| Signature: | Signature: |
| Business Name: | Signer’s Name: |
| Signer’s Name: | Title: |
| Title: | Date: |
| Date: | |

