

California Consumer Privacy Act Addendum

This California Consumer Privacy Act (CCPA) Addendum forms part of the contracting document or documents which make up the contractual relationship (master service agreement, subscription agreement, license agreement or agreement, "Agreement") between Valiant Integrated Services LLC ("Valiant"), any of its affiliated companies and as listed in the Agreement (the "Service Provider").

THE PARTIES AGREE TO THE FOLLOWING:

1. Definitions. The following definitions and rules of interpretation apply:
 - (a) CCPA means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Privacy Protection Agency or its lawful successor. Terms defined in the CCPA, including personal information and business purposes, carry the same meaning in this Agreement.
 - (b) Contracted Business Purposes means the services described in the Agreement and all applicable amendments related to services provided for which the service provider receives or accesses personal information.
2. Service Provider's CCPA Obligations
 - (a) Service Provider will comply with the applicable requirements of the CCPA.
 - (b) Service Provider will only collect, use, retain, or disclose personal information for the Contracted Business Purposes for which Valiant provides or permits personal information access in accordance with the Agreement. Service Provider will not sell or share personal information received from Valiant.
 - (c) Service Provider will not combine the personal information that the service provider receives from, or on behalf of, the business with personal information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that the service provider may combine personal information to perform any business purpose as defined in regulations adopted pursuant to paragraph (10) of subdivision (a) of Section 1798.185, except as provided for in paragraph (6) of subdivision (e) of section 1798.140 or in regulations adopted by the California Privacy Protection Agency.
 - (d) Service Provider must promptly comply with any Valiant request or instruction.
 - (e) Service Provider must notify Valiant within five (5) business days following its determination that it can no longer meet its obligations under the CCPA.
3. Assistance with Valiant's CCPA Obligations
 - (a) Service Provider will reasonably cooperate and assist Valiant with meeting Valiant's CCPA compliance obligations and responding to CCPA related inquiries, including responding to verifiable consumer requests, taking into account the nature of the Service Provider's processing and the information available to the Service Provider.
 - (b) Service Provider must notify Valiant immediately if it receives any complaint, notice, or communication that directly or indirectly relates to either party's

compliance with the CCPA. Service Provider must notify Valiant within five (5) business days if it receives a verifiable consumer request under the CCPA.

4. Subcontracting. Following notification to Valiant, Service Provider may use a subcontractor to provide the Contracted Business Services. Any subcontractor used must be engaged with a contract that is compliant with the applicable provisions of the CCPA.

5. CCPA Warranties and Certification.

(a) Both parties will comply with all applicable requirements of the CCPA when collecting, using, retaining, or disclosing personal information.

(b) Service Provider certifies that it understands and will comply with this Agreement's and the CCPA's restrictions and prohibitions on selling personal information and retaining, using, or disclosing personal information outside of the parties' direct business relationship.

6. Remedy(ies). In addition to those remedies listed in the Agreement, Valiant, in accordance with s. 1798.100(d) and other applicable provisions of the CCPA, is permitted to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information. In such circumstances, Valiant, among other actions, shall be entitled to seek injunctive and/or other equitable relief to prevent such unauthorized use.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

Personal Information Processing Purposes and Details

Contracted Business Purposes: As set forth in the Agreement with Valiant

Service Provider Category: As set forth in the Agreement with Valiant

Personal Information Categories: This Agreement involves the following types of Personal Information, as defined and classified in CCPA Cal. Civ. Code § 1798.140(V)(1).

Category	Examples	Processed under this Agreement (Yes, unless indicated otherwise in the Statement of work)
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	[YES]
B. Personal information categories listed in the California Valiant Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	[YES]
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	[YES]
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	[YES]
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	[YES]

F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	[YES]
G. Geolocation data.	Physical location or movements.	[YES]
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	[YES]
I. Professional or employment-related information.	Current or past job history or performance evaluations.	[YES]
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	[YES]
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	[YES]

Types of Consumers: Valiant Employees.