



3351 Claystone Street SE, Suite 100
Grand Rapids, MI 49546

DATA PROCESSING ADDENDUM

The following data processing addendum (the "DPA") forms part of the agreement between Customer and Cavallo for Customer's use of the services from Cavallo (identified either as "Services", "Software" or otherwise in the applicable agreement or Quote Form, and hereinafter defined as "Services") (the "Agreement"). This DPA 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 Customer's use of the Services. All undefined capitalized terms not defined herein shall have the same meaning as set forth in the Agreement, as applicable. In the event of any conflict or inconsistency between the Agreement and this DPA, this DPA 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. Cavallo and Customer agree that, as to processing of personal information as part of provision of the Services, Cavallo is a service provider and Customer is the business. Accordingly, except as otherwise permitted by the CCPA, Cavallo 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. Cavallo shall not process the personal information other than on Customer's documented instructions in the Standard Terms or an Quote Form, 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 Cavallo can compile and use for its other clients, appointing sub-processors, and any other business purpose or operational purpose permissible under the CCPA of a service provider that does not cause Cavallo to lose its service provider status (the "Documented Instructions").
4. Cavallo will work in good faith to cooperate and assist Customer with any reasonable written request from Customer to comply with its obligations under the CCPA to respond to a verifiable consumer request to access or delete personal information that Cavallo may be processing on Customer's behalf.
5. Subject to the terms set forth in the Agreement or a Quote Form, this DPA, and the CCPA, Customer acknowledges and agrees that Cavallo may use affiliates and other sub-processors to process personal information to provide the Services on its behalf.
6. Customer represents and warrants that the personal information being processed by Cavallo as part of the Services was collected by Customer in accordance with privacy notices that allow for Cavallo 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"). Each party agrees and warrants it will work together in good faith with the other party to amend this DPA to address compliance with New Privacy Laws.