

HOW TO EXECUTE THIS CCPA:

To complete this CCPA, Customer must:

- Complete the information in the signature box and sign the CCPA;
- Send the completed and signed CCPA to Camunda by email at privacy@camunda.com, if applicable, please indicate also the Product Tier you are subscribed to and the Use Case.
- Camunda will provide you with a countersigned copy.

CCPA Data Protection Addendum

The California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. may apply to the data processing activities Camunda performs for and on behalf of its customers.

This CCPA Data Protection Addendum (“Addendum”) is entered into between Camunda Services GmbH, Camunda Ltd or Camunda Inc, as applicable and the Customer. For the purpose of this CCPA Addendum, the entity acting as Camunda hereunder is the entity acting as Camunda under the Agreement, as designated in accordance with the Section “Contracting Party, Governing Law and Venue” of the Agreement. This Addendum applies when CCPA (as defined below) is applicable to the processing of Personal Service Data on behalf of the Customer, in which case it will form an integral part of the Agreement. It is effective upon acceptance or signing of the Agreement or upon signing of this Addendum by both parties. In the event of a conflict between any of the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall prevail.

All capitalized terms not defined in this Addendum shall have the meaning set forth in the Agreement.

1. Definitions.

CCPA means the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq., including any amendments and any implementing regulations thereto that become effective on or after the effective date of this Addendum;

Consumer means a “consumer” as such term is defined in the CCPA;

Data Processing Services means the Processing of Personal Service Data for any purpose permitted by the CCPA, such as for a permitted “business purpose” as such term is defined in the CCPA, or for any other purpose expressly permitted by the CCPA;

Personal Service Data means any Personal Data that is part of Service Data and which Camunda or Camunda’s Affiliates, employees or agents may process on behalf of Customer in providing Camunda Platform SaaS, Camunda Platform Self-Managed or any Services in accordance with this Agreement. This may include the Personal Data of any of Customer’s employees or end-customers which is submitted to and processed within Camunda Platform SaaS, Camunda Platform Self-Managed or the Services by Customer. For the avoidance of doubt, Personal Service Data does not include (i) the sign up information of Customer’s employees, which may include Personal Data (such as email, name, password, job title, company, localization data); (ii) Telemetry Data, and (iii) Personal Data about visitors to the Camunda Website (as further set for in the Privacy Policy).

Processing means any operation or set of operations which is performed on Personal Service Data or on sets of Personal Service Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, and “Process” will be interpreted accordingly;

Sell and Sale have the meaning given in the CCPA;

Services means the service(s) provided by Camunda to the Customer under the Agreement; and

Subcontractor means any person or legal entity engaged by the Service Provider who Processes any Personal Service Data on behalf of Camunda.

2. **Role of the Parties**

For the purposes of the CCPA, the Parties acknowledge and agree that Camunda will act as a “Service Provider”, as such term is defined in the CCPA, in its performance of its obligations pursuant to the Agreement.

3. **Instructions for Processing**

Camunda will retain, use and disclose Personal Service Data for the purpose of performing its obligations under the Agreement, and otherwise only as permitted by the CCPA or as required by law.

4. **No Disclosure of Personal Service Data**

Camunda will not disclose, release, transfer, make available or otherwise communicate any Personal Service Data to another business or third party without the prior written consent of the Customer unless and to the extent that such disclosure is made to a Subcontractor for a business purpose pursuant to a written agreement to protect Personal Service Data in the same manner as provided herein or to an Affiliate for the purpose of performing its obligations under the Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict Camunda’s ability to disclose Personal Service Data to comply with applicable laws or as otherwise permitted by the CCPA.

5. **No Sale of Personal Service Data**

Camunda shall not sell, license, rent, disclose, release, transfer, make available or otherwise communicate any Personal Service Data to another business or third party for monetary or other valuable consideration without the consent of the Customer or the consumer to whom the Personal Service Data relates. Notwithstanding the foregoing, disclosures to a third party in the context of a merger, acquisition, bankruptcy or other insolvency proceeding shall be permitted in accordance with the terms of the Agreement.

6. **Access and Deletion**

Camunda shall Process Personal Service Data in compliance with its obligations under the CCPA and, where possible, assist Customer to comply with Customer’s obligations under the CCPA, and specifically Camunda shall (i) upon Customer’s request and at Customer’s reasonable expense, provide the Customer with the ability to delete, access or procure a copy of Personal Service Data, and (ii) return or delete Personal Service Data promptly upon request following termination of the Agreement in accordance with the terms of the Agreement.

7. **Security Obligations**

Camunda shall implement commercially reasonable administrative, physical, technical and organizational controls designed to protect the Personal Service Data against any unauthorized access, disclosure or use, and shall notify

Customer of any security incident which may compromise the security of Personal Service Data in accordance with the terms set forth in the Agreement.

8. Certification of Compliance

Camunda certifies that it understands the foregoing obligations and shall comply with them for the duration of the Agreement and for as long as Camunda Processes Personal Service Data.

CAMUNDA	CUSTOMER
By:	By:
Name:	Name:
Date:	Date: