



California Consumer Privacy Act Amendment

(Rev. 15 November 2019)

This California Consumer Privacy Act Amendment (this "Amendment") dated as of the last date of signature below is incorporated into and forms a part of the Data Processing Addendum ("DPA") entered into by and between the FinancialForce entity with whom you entered into the existing DPA ("FinancialForce") and the customer entity identified in the signature block below ("Customer"), sets forth the terms and conditions relating to compliance with the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., ("CCPA").

Capitalized terms not defined herein shall have the meanings given to them in the DPA.

HOW TO EXECUTE THIS AMENDMENT:

1. This Amendment must only be signed by Customer if there is an existing DPA in place based on the FinancialForce template Data Processing Addendum.
2. This Amendment has been pre-signed on behalf of FF.
3. To complete this Amendment, Customer must add the Customer entity name in the signature block where indicated.
4. Send the completed and signed Amendment to FF at privacy@financialforce.com. Upon receipt of the validly completed Amendment by FF at this email address, this Amendment will become legally binding.

The parties hereby agree to amend the DPA as follows:

1. Effect of Amendment. Subject to the above modifications, the DPA remains in full force and effect.

2. Amendments. The DPA is amended as follows:

2.1 The following definition is added:

"CCPA" means the California Consumer Privacy Act Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

2.2 The definitions of "Personal Data" and "Processor" are updated to the following:

"Personal Data" means any information relating to (i) an identified or identifiable natural person or household, and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

"Processor" means the entity which processes Personal Data on behalf of the Controller including as applicable any "service provider" as that term is defined by the CCPA.

2.3 The clause titled "Customer's Processing of Personal Data" (currently numbered clause 2.2 of the DPA) is updated to the following:

"Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations including any applicable requirement to provide notice to Data Subjects of the use of FF as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data

Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer represents that its use of the Services will not violate the rights of any Data Subject that has opted-out from the sale of or other disclosure of Personal Data, to the extent applicable under the CCPA.”

2.4 The clause titled “FF’s Processing of Personal Data” (currently numbered clause 2.3 of the DPA) is updated to the following:

“FF’s Processing of Personal Data. FF shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer’s instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

FF is prohibited from: (i) selling the Personal Data; (ii) retaining, using, disclosing, or Processing Personal Data for any purpose other than for the specific purpose of performing the Services specified in the Agreement; including retaining, using, or disclosing the Personal Data for a commercial purpose other than providing the Services specified in the Agreement; or (iii) retaining, using, or disclosing the Personal Data outside of the direct business relationship between Customer and FF. FF hereby confirms that it understands the restrictions set forth in this section and will comply with them.

3. Entire Agreement. The terms and conditions herein constitute the entire agreement between the parties with respect to the subject matter of this Amendment and supersede any previous and contemporaneous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof.

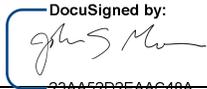
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.

5. Legal Effect. This Amendment shall only become legally binding between Customer and FinancialForce when the formalities steps set out in the Section “HOW TO EXECUTE THIS AMENDMENT” above have been fully completed.

IN WITNESS WHEREOF, Customer and FinancialForce have executed this Amendment.

Customer Name:

Customer
By: _____
Name: _____
Title: _____
Date: _____

FinancialForce 
By: _____
Name: John Moss
Title: Chief Legal Officer
Date: November 18, 2019