



CCPA Data Processing Addendum

V1.0

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THIS ADDENDUM (“ADDENDUM”) FORMS PART OF THE WEBMD IGNITE SAAS SUBSCRIPTION SERVICES AGREEMENT OR ANY SUPERSEDING WRITTEN MASTER SERVICE AGREEMENT (“AGREEMENT”), ENTERED INTO BY AND BETWEEN YOU, THE CUSTOMER (AS DEFINED IN THE AGREEMENT), AND WEBMD IGNITE, INC. CUSTOMER AND WEBMD IGNITE MAY BE REFERRED TO IN THIS ADDENDUM INDIVIDUALLY AS A “PARTY” AND COLLECTIVELY AS THE “PARTIES”.

This Addendum reflects the Parties’ desire and intent to modify and amend the Agreement, in accordance with the terms and conditions herein expressly with regard to the processing of Customer Personal Information (as defined below) by WebMD Ignite on behalf of the Customer. This Addendum prevails over any conflicting terms of the Agreement, but does not otherwise modify the Agreement. Capitalized terms not defined herein shall have the meanings in the Agreement. Customer enters into this Addendum on behalf of itself and, to the extent required under the CCPA, in the name and on behalf of its Authorized Affiliates (defined below).

The parties agree as follows:

1. Definitions.

- 1.1.** “Affiliate” has the meaning set forth in the Agreement.
- 1.2.** “Authorized Affiliate” means any of Customers’ Affiliate(s) permitted to or otherwise receiving the benefit of the Services pursuant to the Agreement.
- 1.3.** “Business” has the meaning set forth in Section 1798.140(c) of the CCPA.
- 1.4.** “Business Purpose” has the meaning set forth in Section 1798.140(d) of the CCPA.
- 1.5.** “CCPA” means the California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100 et. seq., and its implementing regulations.
- 1.6.** “Commercial Purpose” has the meaning set forth in Section 1798.140(f) of the CCPA.
- 1.7.** “Consumer” has the meaning set forth in Section 1798.140(g) of the CCPA.
- 1.8.** “Customer Personal Information” means any Personal Information provided by, or collected on behalf of, Customer in its capacity as a Business subject to the CCPA and processed by WebMD Ignite solely on Customer’s behalf.
- 1.9.** “Deidentified” has the meaning set forth in Section 1798.140(h) of the CCPA.
- 1.10.** “Personal Information” has the meaning set forth in Section 1798.140(o) of the CCPA.
- 1.11.** “Service” has the meaning set forth in the Agreement.
- 1.12.** “Service Provider” has the meaning set forth in Section 1798.140(v) of the CCPA.

2. Scope and Applicability of this Addendum.

- 2.1.** This Addendum shall only apply and bind the Parties if and to the extent Customer is a “Business” under the CCPA as to Customer Personal Information.
- 2.2.** Customer appoints WebMD Ignite as a Service Provider to process the Customer Personal Information on behalf of Customer. As between the parties, Customer is solely responsible for compliance with the requirements of the CCPA applicable to Businesses.

3. Restrictions on Processing.

- 3.1.** WebMD Ignite may only retain, use, or disclose Customer Personal Information for the specific purpose of performing the Services or as otherwise permitted by the CCPA, including for its Business Purposes. WebMD Ignite shall not retain, use, or disclose



Customer Personal Information for a Commercial Purpose other than providing the Services.

4. Notice.

4.1. If applicable, Customer represents and warrants that it has provided notice that the Customer Personal Information is being used or shared consistent with Cal. Civ. Code 1798.140(t)(2)(C)(i).

5. Consumer Rights.

5.1. To the extent Customer, in its use of the Services or otherwise, does not have the ability to fulfill a request that Customer receives from a Consumer pursuant to Sections 1798.100, 1798.105, 1798.110, or 1798.120 of the CCPA with respect to Customer Personal Information (a “Privacy Request”), WebMD Ignite shall provide commercially reasonable assistance to Customer in responding to such Privacy Request. Customer will reimburse WebMD Ignite for its reasonable costs in providing such assistance.

5.2. WebMD Ignite may retain Customer Personal Information subject to a Privacy Request pursuant to Section 1798.105 of the CCPA if it is necessary for WebMD Ignite to maintain such information for one or more purposes provided in Cal. Civ. Code 1798.105(d), but only for the period of time the applicable purpose(s) apply.

6. Deidentified Information.

6.1. WebMD Ignite may Deidentify Customer Personal Information in accordance with the CCPA, and may use, retain, and disclose such Deidentified information for its own purposes. Such Deidentified information will not be subject to this Addendum.

7. Certification.

7.1. WebMD Ignite certifies that it understands and will comply with the restrictions in Section 3 (Restrictions on Processing) of this Addendum.

8. Term.

8.1. This Addendum shall remain in effect for so long as WebMD Ignite maintains Customer Personal Information pursuant to the Agreement.

