



### CCPA Addendum

Proofpoint, Inc. is dedicated to protecting our customers' people from cyber attacks and data use is a critical component of this work. The majority of the data used by Proofpoint originates from bad actors. To the extent Proofpoint uses data about our customers and their people, we strive for transparency. Proofpoint seeks to use our customers' data ethically and lawfully for the protection of our customers and their people by creating products that continuously evolve with the ever changing cybersecurity landscape. Part of that is ensuring compliance with data security and privacy regulations. In furtherance of that goal, this CCPA Addendum ("Addendum") has been developed in in response to the California Consumer Privacy Act of 2018 ("CCPA"), CAL. CIV. CODE § 1798.198(a) (2018).

This Addendum is between the entity identified below as Customer (and as used herein, the "Customer"), and Proofpoint, Inc., 925 W. Maude Avenue, Sunnyvale, CA 94085 ("Service Provider" or "Proofpoint") and is appended and incorporated into either: (1) the Proofpoint General Terms and Conditions and applicable Product Exhibit(s), (2) the end user license agreement (a EULA, clickwrap, or clickthrough agreement) accepted by Customer on Customer's initial registration and access of the Proofpoint product or service, or (3) any another written and signed license agreement between the parties under which Service Provider provides products or services to Customer (the "Services Agreement").

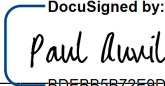
This Addendum is effective as of the date signed by the Customer, but only if Proofpoint receives the signed Addendum in accordance with the instructions below.

Accepted and agreed by Customer:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Notices should be directed to:  
Email address: \_\_\_\_\_

Accepted and agreed by Proofpoint, Inc.

DocuSigned by:  
  
Signature: \_\_\_\_\_  
Name: Paul Auvil, CFO

Notices should be directed to:  
privacy@proofpoint.com

This Addendum sets forth the terms and conditions under which Service Provider may collect and process Personal Information from Customer in the course of providing Services to the Customer. This Addendum does not limit or reduce any data protection commitments Proofpoint makes in the Services Agreement. Customer acknowledges and agrees that Proofpoint is a Service Provider as defined by CCPA. Customer authorizes Proofpoint to use Customer Data, including Personal Information, for: (1) provision of the Services, (2) generally improving the quality of Proofpoint's services, and (3) detection and prevention of security incidents and fraudulent activity (as set forth in the Services Agreement) as permitted under [§999.314 \(c\)](#) of the final text of the CCPA regulation. Proofpoint only uses Customer Data as set forth in the Services Agreement.

The Parties to this Addendum hereby agree to be bound by the Data Processing Terms attached hereto. This Addendum has been presigned by Service Provider, Proofpoint, Inc. In order for this Addendum to be effective Customer must first:

1. Complete and sign the information block below with the Customer full legal entity name, address, and signatory information; and
2. Submit the completed and signed Addendum to Proofpoint via email to [privacy@proofpoint.com](mailto:privacy@proofpoint.com).

This document is designed to be in strict compliance with the CCPA as relates to Proofpoint's operations and products, and therefore must remain unchanged. If Customer makes any deletions or other revisions to this Addendum, those deletions or revisions are hereby rejected and invalid. If changes to the CCPA occur that require an amendment to this Addendum, Proofpoint will provide such amendment to Customer in a timely manner.

Customer's signatory represents and warrants that he or she has the legal authority to bind Customer to this Addendum. This Addendum will terminate automatically upon termination of the Services Agreement, or as earlier terminated pursuant to the terms of this Addendum.

## DATA PROCESSING TERMS

### 1. **Definitions.**

- a. All terms used without definition in this Addendum have the meanings ascribed to them: first, in the California Consumer Privacy Act (**CCPA**); and second, in the Services Agreement.
- b. **Consumer** means a natural person who is a California resident, as defined in Section 17014 of Title 18 of the California Code of Regulations.
- c. **Personal Information** includes, but is not limited to, the data elements listed in Section 140(o)(1)(A)-(K) of the CCPA, if any such data element is information that identifies, relates to, describes, is capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular consumer.

2. **Personal Information.** Customer agrees and warrants that its instructions to Service Provider regarding the collecting and processing of Personal Information are and shall be in accordance with the relevant provisions of the CCPA. The Services Agreement and this Addendum hereby form Customer's standing authorization and instructions to Service Provider for collecting and processing Personal Information in connection with the Customer's business purposes,

3. **Rights of Consumer.** Service Provider will, to the extent legally permitted and as not otherwise subject to an exemption, promptly notify Customer if Service Provider receives a request from a Consumer to exercise the Consumer's rights under CCPA with respect to the following: 1) to know a) what information is collected about the Consumer by Customer and shared with Service Provider, and b) for what purpose, 2) right to know if and to whom the Consumer's personal information is disclosed by Service Provider, 3) right to opt out of sale of personal information, 4) right to be forgotten, and 5) right to receive a copy of the Consumer's personal information in a readily useable format. For the avoidance of doubt, Service Provider only provides services to other business and does not discriminate against any Consumer who exercises their rights under the CCPA.

4. **Cooperation with State Attorney General.** Upon Customer's request, Service Provider shall provide Customer with reasonable cooperation and assistance, at Customer's expense, needed to assist Customer in its compliance with any investigation by the Attorney General of Customer regarding CCPA.

5. **Legal and other disclosures.** In the event that Service Provider is legally obliged to disclose Personal Information pursuant to law, regulation, warrant, court order, or otherwise in accordance with this Addendum, promptly after it becomes aware that it will be legally obliged to make such a disclosure it shall, unless prohibited by law, notify Customer in writing of the legal directive, the reason and the form of the disclosure.

### 6. **Personal Data Breach.**

a. In the event of a known unauthorized use, disclosure or acquisition by an unauthorized third party of unencrypted Personal Information ("Security Breach"), Service Provider will promptly notify Customer in writing of the breach and provide periodic updates afterwards.

b. If either party's negligence directly and solely causes a Security Breach and such unauthorized third party is one whom is reasonably suspected to misuse such Personal Information, then the negligent party shall pay the reasonable costs and expenses for breach notification and credit monitoring as required by applicable law for a period of twelve (12) months.