

1. Component specific definitions

CCPA/ CPRA	the California Consumer Privacy Act of 2018, and the California Privacy Rights Act of 2020, as amended and in force, and any related regulations or guidance provided by the California Attorney General and/or the California Privacy Protection Agency.
Personal Information	as such term is defined under the CCPA/CPRA (Section 1798.140 of the Civil Code).
Service Provider	as such term is defined under the CCPA/CPRA (Section 1798.140 of the Civil Code).

2. Gen II as a Service Provider

Gen II shall act solely as a Service Provider, and not take any action which would result in Gen II not acting as a Service Provider, under the CCPA/CPRA with respect to Personal Information.

3. Obligations of Gen II

- (1) Gen II shall not, unless otherwise permitted or required by the CCPA/CPRA or Applicable Law:
 - (A) Sell or share (as such terms are used in the context of the CCPA/CPRA) Personal Information it collected or was made available to it for the provision of the Services pursuant to the Agreement and this DPA;
 - (B) Retain, use, or disclose Personal Information that it collected or was made available to it in the context of the Agreement for any commercial purpose other than:
 - i. To perform the Services and for the purposes of the Agreement;
 - ii. To retain and employ another service provider or contractor as a subcontractor, whether the subcontractor meets the requirements for a service provider or contractor under the CCPA/CPRA;
 - iii. For its internal use to build or improve the quality of the Services, even if this is not specified in the Agreement, provided that Gen II does not use the Personal Information to perform services on behalf on another business.
 - iv. To prevent, detect, or investigate data security incidents or protect against malicious, deceptive, fraudulent or illegal activity, even if not specified in the Agreement;
 - (C) Combine or update Personal Information that it received from the Client with Personal

Information it received from another source or collected from its own interactions with consumers.

- (2) Gen II shall, unless otherwise permitted or required by the CCPA/CPRA or Applicable Law:
- (A) Comply with all applicable sections of the CCPA/CPRA and provide the same level of privacy protection as required of businesses therefrom;
 - (B) Cooperate with the Client in responding to and complying with consumers' requests made pursuant to the CCPA/CPRA;
 - (C) Implement reasonable security procedures and practices appropriate to the nature of the Personal Information from unauthorized or illegal access, destruction, use, modification, or disclosure;
 - (D) At the written request of the Client, provide all information reasonably necessary to demonstrate compliance with the CCPA/CPRA and this DPA and allow and contribute to audits and inspections conducted by the Client or another auditor mandated by the Client, provided that:
 - (i) the Client shall bear all related expenses;
 - (ii) such requests shall not cause any material disruption to the business and operations of Gen II;
 - (iii) no confidential information pertaining to third parties may be disclosed by Gen II;
 - (iv) any auditor is bound by confidentiality obligations at least similar or equivalent to the ones foreseen under the Agreement, and
 - (v) only one audit may be conducted by the Client in any twelve calendar months and the Client will give Gen II at least three weeks' notice of the Client's request to conduct an audit (unless this audit is requested by a competent supervisory authority);
 - (E) Notify the Client after it makes a determination that it can no longer meet its obligations under the CCPA/CPRA or this DPA;
 - (F) Grant the Client the right, upon notice, to take reasonable and appropriate steps to stop and remediate Gen II's unauthorized use of Personal Information, including to provide documentation that verifies that they no longer retain or use the Personal Information of consumers that have made a valid request to delete with the Client;
 - (G) Inform the Client about any consumer requests made pursuant to the CCPA/CPRA directly to Gen II and provide the information necessary for the Client to comply with the request. In any case Gen II shall act in accordance with the Client's instructions in responding the request or advising the consumer that the request cannot be acted upon because it has been sent to a Service Provider and not the Client.