



CALIFORNIA PRIVACY ADDENDUM

This California Privacy Addendum (“CPA”) is an agreement between Vercel, Inc. (“Vercel,” “we,” “us,” or “our”) and you or the entity you represent (“Customer”, “you” or “your”). This CPA supplements the Vercel Enterprise Services Order Form and Enterprise Terms and Conditions, as updated from time to time between Customer and Vercel, or other agreement between Customer and Vercel governing Customer’s use of the Services (collectively, the “Services Agreement“). This CPA 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”). Customer and Vercel are hereinafter jointly referred to as the “Parties”, and each of the Parties individually also as a “Party”. Any terms not defined in this CPA shall have the meaning set forth in the Services Agreement.

Recitals

In the course of its business activities and under the Services Agreement, Vercel receives from Customer access to certain Personal Information, which Vercel must Process in order to provide the Services to Customer. Customer is a Business subject to CCPA, and this CPA is concluded in order to ensure that Customer and Vercel may meet their respective data protection obligations under Applicable Data Protection Law.

NOW THEREFORE, in consideration of the mutual covenants and agreements in this CPA and the Services Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Customer and Vercel agree as follows:

1. Definitions

Any capitalized term used hereinafter but not defined herein shall have the meaning ascribed to it in the CCPA.

- a. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- b. “Applicable Data Protection Law” means the CCPA and all implementing regulations thereof.
- c. “Consumer” means a natural person who is a California resident, as defined in CCPA.
- d. “Damages” means all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, fines, penalties and legal costs, and all other professional costs and expenses) suffered or incurred by the Customer arising out of this CPA and/or the Services Agreement or a cause of action in connection with the operation of the Services Agreement, including breach of contract, tort (including negligence) and any other common law, equitable or statutory cause of action.
- e. “Personal Information” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Consumer or household, that may be (i) disclosed or otherwise made available at any time to Vercel by Customer in anticipation of, in connection with or incidental to the performance of the Services; (ii)

Processed at any time by Vercel in connection with or incidental to the performance of the Services Agreement or this CPA; or (iii) derived by Vercel from the information described in (i) or (ii) above. Personal Information includes, but is not limited to, the data elements listed in section 140(o)(1)(A)-(K) of CCPA, if any such data element identifies, relates to, describes, is capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular Consumer or household. This definition shall automatically adjust according to any subsequent amendments introduced by law.

- f. "Services Agreement" means any product or services agreement, including any existing addenda thereto, between Customer and the Vercel to which the transfers of Personal Information referred to in this CPA relate.
- g. "Service/Services" means the services and/or goods provided by Vercel to Customer under the Services Agreement.
- h. "Vercel Security Standards" means the security standards attached to the Services Agreement, or if none are attached to the Services Agreement, attached to this CPA as Annex 1.

2. General Obligations of Vercel

Notwithstanding anything to the contrary in the Services Agreement, the Parties agree as follows:

- a. Vercel shall comply with all applicable provisions of the CCPA.
- b. Vercel represents, warrants and covenants as follows:
 - i. Vercel is acting solely as a Service Provider with respect to Personal Information.
 - ii. Vercel shall not (1) Sell Personal Information, or (2) retain, use or disclose Personal Information (a) for any purpose other than for the specific purpose of performing the Services, or (b) outside of the direct business relationship between Customer and Vercel. Vercel shall not aggregate any Personal Information for its own purposes or combine Personal Information with other information.
 - iii. Notwithstanding Section 2(b)(ii), Vercel may (1) combine Personal Information from other companies or customers as permitted by the CCPA, including without limitation for internal use to build or improve the quality of Services, to comply with legal obligations or to protect against fraudulent or illegal activities, and (2) use Aggregate Consumer Information or Deidentified Information to improve the Services provided Vercel complies with the provisions CCPA regarding Deidentification.
- c. Vercel will cooperate with Customer in connection with Consumer requests under CCPA. Vercel offers Customer certain controls that Customer may elect to use to comply with its obligations towards Consumers as described in the Documentation. Should a Consumer contact Vercel with regard to access to or deletion of his or her Personal Information, Vercel will use commercially reasonable efforts to forward such requests to Customer; provided, however, that Customer shall remain responsible for handling and responding to any Consumer requests as required by Applicable Data Protection Law.
- d. In the event that a Consumer requests to delete his or her Personal Information from Vercel's records and Vercel is unable to delete the Personal Information for reasons permitted under the CCPA or required under applicable laws, Vercel shall (i) promptly inform Customer of the reason(s) for its refusal of the deletion request, (ii) ensure no further retention, use or disclosure of such Personal Information except as may be necessitated by the reason(s) for Vercel's refusal of the deletion request and as disclosed to Customer, (iii) ensure the ongoing privacy, confidentiality and

security of such Personal Information, and (iv) delete such Personal Information promptly after the reason(s) for Vercel's refusal has expired.

- e. The Parties acknowledge and agree as follows:
 - i. The Personal Information that Customer discloses to Vercel is provided to Vercel for a Business Purpose, and Customer does not Sell Personal Information to Vercel and Customer does not receive consideration of any kind for the Personal Information in connection with the Services Agreement, other than consideration for the Services to be provided.
 - ii. During the time the Personal Information is disclosed or made available to Vercel, or otherwise Processed by Vercel, Customer has no knowledge or reason to believe that Vercel is unable to comply with the provisions of this CPA.
- f. Data Processing Requirements:
 - i. Vercel has implemented and will maintain reasonable security measures for the Vercel Network ("Security Measures"), including as set forth in the Vercel Security Standards attached hereto as Annex 1.
 - ii. The Parties agree that upon the termination of the Services Agreement, Vercel shall, at the choice of Customer, return all Personal Information and copies of such information to Customer or securely destroy them in accordance with Applicable Data Protection Law and demonstrate to the satisfaction of Customer that Vercel has taken such measures, unless laws prevent Vercel from returning or destroying all or part of the Personal Information disclosed. In such case, Vercel shall (1) notify Customer of such laws preventing Vercel from returning or destroying all or part of the Personal Information disclosed and (2) preserve the confidentiality of the Personal Information retained by it.
 - iii. Vercel shall inform Customer without delay of any security incident involving unauthorized access, exfiltration, theft, loss, use, or disclosure of Personal Information provided to Vercel under the terms of the Services Agreement (hereafter, a "Data Breach").
- g. Vercel certifies that it understands and will comply with the requirements and restrictions set forth in Section 2 of this CPA.

3. Customer Obligations

If Vercel collects the Personal Information directly from Consumers on behalf of Customer, before Customer Sells any such Consumer Personal Information, Customer shall contact Consumer(s) directly to provide notice that Customer Sells Personal Information and provide Consumer with a notice of the right to opt-out in accordance with the CCPA and Applicable Data Protection Law.

4. Liability

The total liability of Vercel (and its respective employees, directors, officers, Affiliates, successors, and assigns), arising out of or related to this CPA, whether in contract, tort, or other theory of liability, shall not, when taken together in the aggregate, exceed the lesser of: (a) the limitation of liability for aggregate or direct Damages set forth in the Services Agreement and (b) one hundred thousand dollars.

5. Miscellaneous

- a. Vercel's obligations under this CPA shall continue so long as the Services Agreement is effective

and shall survive the termination of the Services Agreement and the completion of all Services subject thereto.

- b. The jurisdiction of this CPA shall be deemed to be the jurisdiction of the Services Agreement.
- c. This CPA and the Services Agreement represent the entire agreement between the Parties and supersede any prior oral or written agreement between the Parties related to the Services rendered by Vercel pursuant to the Services Agreement. In the event of a conflict between the terms of this CPA and the terms of the Services Agreement, the terms of this CPA shall govern.
- d. If any provision of this CPA is held invalid or unenforceable, the remaining provisions shall remain in effect.
- e. Vercel agrees to comply with all Applicable Data Protection Law and shall reasonably cooperate with Customer regarding compliance with such requirements (including any later changes in Applicable Data Protection Law).
- f. This CPA is binding upon successors and assigns of the Parties.
- g. A waiver by either Party of any term or condition of the CPA in one or more instances shall not constitute a permanent waiver of the term or condition or any other term or condition of the CPA or a general waiver.

IN WITNESS WHEREOF, the Parties acknowledge their agreement to the foregoing by due execution of this CPA by their respective authorized representatives.

CUSTOMER

Signature:

Print Name:

Title:

Customer Legal Name:

Date:

Vercel Inc.

Signature:

Guillermo Rauch
Chief Executive Officer

April 15th, 2020



Annex 1
Vercel Security Standards

Capitalized terms not otherwise defined in this document have the meanings assigned to them in the Services Agreement.

1. Information Security Program. Vercel will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) help Customer secure Customer Data against accidental or unlawful loss, access or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the Vercel Network, and (c) minimize security risks, including through risk assessment and regular testing. Vercel will appoint one or more employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

1.1. Network Security. The Vercel Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. Vercel will maintain access controls and policies to manage what access is allowed to the Vercel Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Vercel will maintain corrective action and incident response plans to respond to potential security threats.

2. Continued Evaluation. Vercel will conduct periodic reviews of the security of its Vercel Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. Vercel will continually evaluate the security of its Vercel Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by periodic reviews.