

CALIFORNIA CONSUMER PROTECTION ACT ADDENDUM

This Data Processing Addendum (“**Addendum**”) is entered into as of the date the parties enter into the Agreement (“**Effective Date**”) by and between Client (“**Business**”) and RyteBox, LLC (“**RyteBox**” or “**Contractor**”), and by this reference is an exhibit to and made a part of the Subscription Agreement entered into between the parties (collectively, the “**Agreement**”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Subscription Agreement entered into between the parties.

If any conflict arises between the provisions of this Addendum and those contained in the Subscription Agreement, the provisions of this Addendum shall control.

1. Definitions. The following definitions and rules of interpretation apply to this Addendum:

- 1.1. “**Authorized Persons**” means the sole persons with whom Contractor is authorized by Business to share any personal information collected by or on behalf of Business in order for Contractor to perform services to the Business, provided that any such sharing of personal information shall be subject to the terms of this Addendum and such Authorized Persons are in turn “contractors” to Contractor in compliance with the requirements of the CCPA/CPRA.
- 1.2. “**Business**” means a legal entity as defined in Section 1798.140 (d) of the CCPA, and herein specifically refers to the entity defined as the Business in the foreword.
- 1.3. “**Business Purposes**” means the performance of services by Contractor to the Business as described in the Agreement, and included in the definition at Section 1798.140 (e) of the CCPA, and herein specifically refers to the Contractor’s provision of an online platform for managing music rights, royalties, and other music business operations.
- 1.4. “**CCPA**” means the California Consumer Privacy Act of 2018, California Civil Code sections 1798.100 through 1798.199, including the California Privacy Rights Act of 2020 (the “**CPRA**”), as may be amended and superseded from time to time, and all related regulations and guidance promulgated by the California Attorney General or any other governmental authority with respect thereto.
- 1.5. “**Contractor**” means a legal entity providing a Business Purpose with respect to Personal Information as contemplated in the CPRA and as defined in Section 1798.140 (j) of the CCPA, and herein specifically refers to RyteBox.
- 1.6. “**Personal Information**” as used in this Addendum means “personal information” as defined in Section 1798.140 (y) of the CCPA, which the Contractor or Authorized Persons have access to, collects, stores, uses, retains, discloses, acquires or otherwise “Processes” (defined below) as part of its performance of services to the Business pursuant to the terms of the Agreement.
- 1.7. “**Process**,” “**Processes**,” or “**Processing**” means any operation(s) performed on Personal Information as contemplated in the CPRA and as “Processing” is defined in Section 1798.140 (y) of the CCPA.
- 1.8. “**Sell**,” “**Selling**,” “**Sale**,” or “**Sold**,” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s Personal Information for monetary or other valuable consideration, as contemplated in the CPRA and as such terms are defined in Section 1798.140(ad) of the CCPA.
- 1.9. “**Share**” “**Shared**,” or “**Sharing**” means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a

consumer's Personal Information for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between a business and a Third Party for cross-context behavioral advertising for the benefit of a business in which no money is exchanged, as contemplated in the CPRA and as such terms are defined in Section 1798.140(ah) of the CCPA.

- 1.10. **“Third Party”** means a person who is not any of the following: (1) the Business with whom the consumer intentionally interacts and that collects Personal Information from the consumer as part of the consumer's current interaction with the Business under this title, (2) a service provider to the Business, or (3) a Contractor; as contemplated in the CPRA and as defined in Section 1798.140(ai) of the CCPA.

2. Contractor's CCPA/CPRA Obligations.

- 2.1. Contractor will only collect, use, retain, or disclose Personal Information for the Business Purposes. As for disclosures, Contractor shall only disclose such Personal Information to its Authorized Persons.
- 2.2. Contractor shall not Sell or Share any Personal Information.
- 2.3. Contractor will not, (i) retain, use, or disclose any Personal Information for any purpose other than for the Business Purpose specified in the Agreement, including retaining, using, or disclosing the Personal Information for a commercial purpose other than the Business Purpose or as otherwise permitted by the CCPA/CPRA; (ii) use, retain, or disclose Personal Information outside of the direct business relationship between Business and Contractor; or (iii) combine the Personal Information with Personal Information that it receives from or on behalf of another person or persons, or collects from its own interactions with the consumer. Contractor certifies that it understanding the rules, restrictions, requirements, and definitions set forth herein, and that it shall comply with same and require its subcontractors to comply with same.
- 2.4. If any applicable law requires that Contractor disclose Personal Information that is the subject of this Addendum, the Contractor must immediately notify Business of such legal requirement so that the Business has an opportunity to object to, move to quash, or seek to limit such disclosure or otherwise challenge the requirement, unless a valid court order issued by a court of competent jurisdiction or other such legal process prohibits such notice, and Contractor shall cooperate with the Business in its efforts to limit, quash or otherwise challenge such disclosure.
- 2.5. Contractor will limit its collection, Processing, use, retention, and disclosure of Personal Information to activities necessary and proportionate to achieve the Business Purposes, and in any case always in compliance with the terms of this Addendum.
- 2.6. Contractor must promptly comply with any Business request or instruction requiring the Contractor to provide, amend, transfer, or delete the Personal Information in its possession or under its control (or that of the Authorized Persons), or to stop, mitigate, or remedy any unauthorized Processing.
- 2.7. Business and Contractor agree that Business may monitor Contractor's compliance with the terms of this Addendum. Contractor agrees to assist Business in performing any such audits.

3. Assistance with the Business' CCPA/CPRA Obligations.

- 3.1. Contractor will reasonably cooperate and assist the Business with meeting the Business' CCPA/CPRA compliance obligations and responding to CCPA/CPRA-related inquiries, including responding to “verifiable consumer requests” (as defined in Section 1798.140 (y) of the CCPA), whether the information required for such compliance is stored or Processed by the Contractor or an Authorized Person.

- 3.2. Contractor must promptly notify the Business immediately if it receives any complaint, notice, or communication that relates to the Personal Information Processed by Contractor hereunder.
- 3.3. Contractor will inform Business of any suspected or confirmed incident relating to unauthorized disclosure of, access to, or use of Personal Information Processed hereunder without undue delay.

4. Subcontracting.

- 4.1. Solely for fulfilling Business Purpose(s), Contractor may use subcontractors who are service providers or contractors, as defined under Section 1798.140 (v) of the CCPA. Contractor shall ensure it has written agreements in place with each such subcontractor.
- 4.2. Upon the request of Business, Contractor will provide Business a list (and update such list as needed to maintain it up to date) disclosing the following for each subcontractor used:
 - 4.2.1. The subcontractor’s name, address, and contact information.
 - 4.2.2. The type of services provided by the subcontractor.
 - 4.2.3. The Personal Information categories disclosed to the subcontractor in the preceding twelve (12) months.
- 4.3. Contractor shall be liable for all subcontractors’ acts and omissions.
- 4.4. Upon the Business’ written request, Contractor will audit subcontractors’ compliance with their obligations with respect to Personal Information under the CCPA/CPRA and this Addendum, and will provide the Business with the audit results pertaining to same. If any subcontractor fails to comply with the requirements of this Addendum, or the CCPA/CPRA, then such a subcontractor shall immediately cease to be an Authorized Person (even if still listed herein), and Contractor shall immediately cease using such subcontractor for the Processing of Personal Information. If the Contractor’s business does not permit it to eliminate the affected subcontractor, then it shall immediately notify the Business, and the Business may terminate the Agreement with immediate effect.

5. Warranties and Certification.

- 5.1. Contractor hereby certifies that it understands and shall comply with this Addendum’s and the CCPA’s, and the CPRA’s, restrictions and prohibitions with respect to Selling and Sharing Personal Information of Business, and retaining, using, Processing or disclosing Personal Information of Business outside of the provisions of the Agreement and this Addendum, which governs the parties’ direct business relationship.

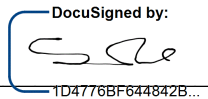
RYTEBOX, LLC

By: _____

Name: Scott T. Powell

Title: President

3/7/2024



BUSINESS NAME: _____

By: _____

Name: _____

Title: _____