



CPRA Supplement to Customer Agreement

1. Introduction

This Supplement ("CPRA Supplement") is entered into by the entity identified in the signature box below ("Customer") and CA Inc. on behalf of its parent Broadcom Inc. company and its affiliates, ("CA") and forms part of the agreement(s) between CA and Customer for CA to provide Services ("Agreement") to Customer.

In the course of providing Services to Customer pursuant to the Agreement, CA may Process Personal Information disclosed by Customer which is subject to the California Privacy Rights Act, Cal. Civ. Code section 1798.100 et seq. ("CPRA"). As of the effective date of this CPRA Supplement, such Processing shall be performed pursuant to the terms below, which apply in addition to all applicable and non-conflicting contractual terms already governing CA's Processing of Personal Information under the Agreement, and which supersede any terms previously agreed between the parties specifically for the purpose of complying with the CCPA as defined below. For the avoidance of doubt, this CPRA Supplement does not apply to any Processing performed by or for the purposes of either party under Cal. Civ. Code sections 1798.145 and 1798.146.

The parties agree to comply with the following provisions, each acting reasonably and in good faith.

2. Definitions

"**CCPA**" means the California Consumer Privacy Act Cal. Civ. Code section 1798.100 et seq., and its implementing regulations as in effect until December 31, 2022;

"**CPRA**" means the California Privacy Rights Act Cal. Civ. Code section 1798.100 et seq., and its implementing regulations, as in effect from January 1, 2023.

Until December 31, 2022, any reference to the CPRA shall be construed as a reference to the relevant provisions of the then-current CCPA, if any. As of January 1, 2023, any prior reference to the CCPA shall be construed as a reference to the relevant provisions of the CPRA.

For the purpose of this CPRA Supplement:

Customer is the "**Business**" in the meaning of Cal. Civ. Code section 1798.140 subdivision (d) and CA is the "**Service Provider**" in the meaning of Cal. Civ. Code section 1798.140 subdivision (ag);

"**Personal Information**" means the personal information of California consumers as defined in Cal. Civ. Code section 1798.140 subdivision (v) which Customer discloses to CA under the Agreement, and "**Sensitive Personal Information**" means any element of the disclosed information which meets the definition set forth in Cal. Civ. Code section 1798.140 subdivision (ae);

"**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 by a business to a third party for monetary or other valuable consideration;

"**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 by a business to a third party 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.

All other terms used in this CPRA Supplement shall have the meanings set forth in Cal. Civ. Code section 1798.140.



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3. Customer's Business Purpose

Customer discloses the Personal Information to CA solely for the purpose of CA's provision of the Services contemplated under the Agreement, for Customer's business purposes specified therein. CA shall not Process the Personal Information for any other business purpose unless permitted by this CPRA Supplement or by the CPRA.

4. CA's Operational Purposes and Permissible Business Purposes

CA's undertakings under this Agreement are without prejudice to CA's right to Process information which CA may extract or derive from the Personal Information but which does not identify or permit identifying Customer, provided that such Processing by CA:

- (i.) is reasonably necessary and proportionate to achieve CA's operational purposes as defined by regulations adopted pursuant to Cal. Civ. Code Section 1798.185 subdivision (a) paragraph (11); or
- (ii.) is reasonably necessary and proportionate for CA to achieve in a manner that is compatible with the context in which the Personal Information was collected, the permissible business purposes enumerated under Cal. Civ. Code section 1798.140 subdivision (e), including in particular but without limitation the purposes:
 - a. to ensure security and integrity as defined in Cal. Civ. Code section 1798.140 subdivision (ac) paragraphs (1) and (2); and
 - b. to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by CA, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by CA in the meaning of Cal. Civ. Code section 1798.140 subdivision (e) paragraph (8); or
- (iii.) concerns deidentified information as defined in Cal. Civ. Code section 1798.140 subdivision (m).

Where CA Processes information in the circumstances and for the purposes defined in this section 4, all CPRA compliance responsibilities that may attach to such Processing shall be borne by CA. Accordingly, Customer shall not be held responsible for compliance with the CPRA in relation to any such Processing.

5. Customer's Rights

Customer is entitled to:

- (i.) take reasonable and appropriate steps to help ensure that CA uses the Personal Information in a manner consistent with Customer's obligations under the CPRA;
- (ii.) monitor CA's compliance with this CPRA Supplement through measures, including, but not limited to, ongoing manual reviews and automated scans and regular assessments, audits, or other technical and operational testing once every 12 month, subject to the audit terms of the Agreement;
- (iii.) take, upon notice, reasonable and appropriate steps to stop and remediate unauthorized use of the Personal Information by CA.

6. CA's Obligations

As Service Provider to Customer, CA shall:

- (i.) comply with applicable obligations under the CPRA and provide at all times the same level of privacy as required by the CPRA;



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- (ii.) not sell or share the Personal Information or any portion thereof;
- (iii.) not retain, use, or disclose the Personal Information (a) outside of the direct business relationship between CA and Customer or (b) for any purpose other than for the business purposes specified in the Agreement, unless otherwise permitted by this CPRA Supplement or the CPRA;
- (iv.) implement – and, as and when relevant, assist Customer in implementing – reasonable security procedures and practices appropriate to the nature of the Personal Information to protect it from unauthorized or illegal access, destruction, use, modification, or disclosure;
- (v.) upon instruction from Customer, stop using Sensitive Personal Information for any purpose other than providing the Services to the extent CA has actual knowledge that the Personal Information is Sensitive Personal Information;
- (vi.) not combine for the purpose of advertising and marketing the Personal Information with other personal information that CA receives from, or on behalf of, another person or persons or collects from its own interaction with consumers;
- (vii.) refrain from attempting to re-identify any deidentified information disclosed by Customer to CA under the Agreement, and comply with all provisions of Cal. Civ. Code section 1798.140 subdivision (m);
- (viii.) notify Customer if CA engages any other person to assist it in Processing the Personal Information, and to the extent commercially feasible enable Customer to be informed if any other person engaged by CA engages another person to assist in Processing the Personal Information, whilst ensuring that any such engagement is governed by a written contract binding the other person to observe all the requirements set forth in Cal. Civ. Code section 1798.140 subdivision (ag) paragraph (1); the list of persons used by CA in connection with its provision of the Services is available at <https://www.broadcom.com/company/legal/privacy/sub-processors>. In the event CA makes any changes or additions to such list, CA shall provide notice through the current CA Sub-Processor List made available to Customer on- the above-referenced website, or through email where Customer has subscribed to email notifications at <https://enterprise-software.broadcom.com/subprocessor-news-opt-in>;
- (ix.) assist and cooperate with Customer in responding to verifiable consumer requests, and at Customer's direction, delete, or enable Customer to delete and notify any of its own service providers or contractors to delete Personal Information Processed by CA; notify third parties who may have accessed Personal Information from or through CA, unless the Personal Information was accessed at the direction of Customer, to delete the Personal Information unless this proves impossible or involves disproportionate effort;
- (x.) refrain from complying with a deletion request submitted by the consumer directly to CA to the extent that CA has Processed the Personal Information in its role as Service Provider to Customer;
- (xi.) notify Customer if CA makes a determination that it can no longer meet its obligations under the CPRA or under this CPRA Supplement; and
- (xii.) remain liable for CA's own violations of the CPRA.

7. No Sale of Data

CA represents and warrants that it is a Service Provider for the purposes of the Services it provides to Customer pursuant to the Agreement, as of the date of execution of this CPRA Supplement. Accordingly, the disclosure of Personal Information by Customer to CA in the course of fulfilling the Agreement(s) does not constitute a Sale of the Personal Information.



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Conversely, CA also represents that it shall only disclose personal information to Customer, if any, to the extent inherently necessary and proportionate to the provision of the Services. Such disclosures shall not in any way alter the terms, service levels or other entitlements and/or liabilities agreed between the Parties, and Customer therefore acknowledges that such disclosures are necessary for the performance of the Services it receives and do not constitute a Sale of such Personal Information.

8. Limitation of Liability

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this CPRA Supplement, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement governing the applicable Services, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and addenda thereto together.

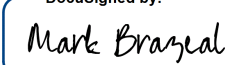
9. Order of Precedence

Where the terms of this CPRA Supplement conflict with other contractual terms in place between Customer and CA, the terms of this CPRA Supplement shall govern specifically and solely in relation to CA's Processing of the Personal Information as defined herein.

10. Entire Agreement

This CPRA Supplement contains the entire understanding of the parties with respect to the subject matter specifically addressed and supersedes all related prior agreements, written or oral, between the parties.

IN WITNESS WHEREOF, this CPRA Supplement is entered into and becomes a binding part of the Agreement between Customer and the Regional CA Entity, which is party to the Agreement, as of Customer's Signature Date below. If this document has been electronically signed by either party, such signature will have the same legal affect as a hand-written signature.

Agreed for and on behalf of CA	Agreed for and on behalf of Customer
CA Inc., 1320 Ridder Park Drive, San Jose, CA 95131 <div style="text-align: center;"> DocuSigned by:  <small>4AF36F177230453...</small> Chief Legal officer </div> <hr style="width: 30%; margin: 10px auto;"/> <div style="text-align: center;">Dec-22-2022</div>	Customer: Signature: Name/Title: Signature Date: