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CCPA

The Actionable Science, Inc. CCPA Addendum for California Consumer Privacy Act processing of Customer Personal Information.

ASC CCPA Addendum

This CCPA Addendum ("Addendum") constitutes an integral component of the agreement ("Agreement") between You ("Customer") and Asc ("Supplier") regarding your acquisition or utilization of Supplier's products and services. The following provisions shall apply in conjunction with the Agreement:

Definitions

In this Addendum, the following terms hold the meanings defined below:

-"CCPA" refers to the California Consumer Privacy Act of 2018.
- "Business," "Consumer," "Delete," "Personal Information," "Process," "Request to Delete," "Request to Know," "Sell," and "Service Provider" have the definitions as outlined in the CCPA.
-"Services" pertains to the services and activities delivered by ASC pursuant to or in connection with the Agreement.

Subject Matter

This Addendum applies to the processing of Customer Personal Information by Supplier concerning the Agreement and the provision of Services to Customer, where such processing is governed by CCPA provisions. This processing aligns with Asc's Privacy Policy, available at Privacy Policy.

Customer's Obligations

In the use of Services and provision of Personal Information to Supplier, Customer shall adhere at all times to obligations, requirements, and laws applicable to Businesses. Customer agrees to indemnify, hold harmless, and defend Supplier and its affiliates against any breach or violation thereof.

Prohibited Use

Supplier shall not engage in the sale of Customer's Personal Information. Additionally, Supplier commits not to retain, utilize, or disclose Personal Information obtained from Customer:
- Outside the direct relationship between Customer and Supplier.
- For any purposes other than the specific objectives outlined in the Agreement.
For clarity, Customer grants approval and consent for Supplier to:
- Transfer Personal Information to other Supplier entities (including affiliates and subsidiaries), service providers, third parties, and vendors for Service provision.
- Utilize and process Personal Information for purposes such as Service provision, internal

improvements, data security incident detection, fraud prevention, and data collection and analysis in an anonymous form.

Deletion of Personal Information

Upon Customer's written request and in compliance with CCPA, this Addendum, and applicable laws, Supplier, acting as a Service Provider, agrees to promptly delete Customer Personal Information. In the event of a Request to Know or Request to Delete from a Consumer, Service Provider will inform the Consumer that the request cannot be fulfilled as it has been forwarded to a Service Provider. To exercise CCPA rights, Customer can:
- Email Supplier at info@rezolve.ai or
- Call Supplier at 1-833-5228466

Relationship with Agreement

Notwithstanding any contrary clauses in the Agreement or other agreements between the parties, to the maximum extent allowed by law:
- Supplier's (including affiliates and subsidiaries) overall liability related to personal data, information, privacy, or breaches of this Addendum and/or CCPA, including indemnification obligations, is limited to amounts paid to Supplier under the Agreement in the six (6) months preceding the event leading to the claim. This liability limitation is cumulative and not per incident.
- Supplier, Supplier affiliates, or third-party providers shall not be liable under or related to this Addendum for indirect, exemplary, special, consequential, incidental, or punitive damages; loss of profits, business, anticipated savings, data, reputation, revenue, goodwill; or the cost of procuring substitute goods or services.
- These liability exclusions and limitations in this Section apply even if Supplier, Supplier affiliates, or third-party providers were advised or should have been aware of potential losses or damages, even if any remedy in this Addendum fails in its essential purpose, and regardless of the form, theory, or basis of liability (e.g., breach of contract or tort).

Duration and Survival

This Addendum becomes legally binding upon Supplier's commencement of Personal Information processing under CCPA. It automatically terminates upon Agreement termination or expiration. Section 6 (Relationship with Agreement) and Section 7 (Duration and Survival) of this Addendum survive its termination or expiration. Typically, this Addendum cannot be terminated separately from the Agreement, except if Personal Information processing concludes before Agreement termination, in which case, this Addendum terminates automatically. Upon termination, Supplier may retain one copy of Personal Information as required or allowed by applicable law for evidence, legal claims, and regulatory compliance purposes, as stated in clause IV of the Standard Contractual Clauses.