



## CCPA Supplement to Customer Agreement

### 1. Introduction

This Supplement (“CCPA 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(s)”) to the Customer.

In the course of providing Services to Customer pursuant to the Agreement(s), CA may process Customer Personal Information that is subject to the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. (“CCPA”). This CCPA Supplement reflects the parties’ agreement with regard to the processing of such Customer Personal Information for the purposes of the CCPA.

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

### 2. Definitions

For the purposes of this CCPA Supplement, the following definitions shall apply in addition to the definitions contained in the Agreement(s), including all addenda that may complement it:

“**Business**” is understood as defined in Subdivision (c) of Cal. Civ. Code § 1798.140;

“**Business Purpose**” is understood as defined in Subdivision (d) of Cal. Civ. Code § 1798.140;

“**Collects**”, “**Collected**”, “**Collection**” and any variation thereof are understood as defined in Subdivision (e) of Cal. Civ. Code § 1798.140;

“**Commercial Purposes**” is understood as defined in Subdivision (f) of Cal. Civ. Code § 1798.140;

“**Consumer**” is understood as defined in Subdivision (g) of Cal. Civ. Code § 1798.140;

“**Personal Information**” is understood as defined in Subdivision (o) of Cal. Civ. Code § 1798.140 in so far as such information relates to a Consumer within the scope of the CCPA; “**Customer Personal Information**” is understood as Personal Information disclosed by Customer to CA in the course of fulfilling the Agreement(s).

“**Sell**”, “**Selling**”, “**Sale**”, “**Sold**” and any variation thereof are understood as defined in Subdivision (t) of Cal. Civ. Code § 1798.140;

“**Service Provider**” is understood as defined in Subdivision (v) of Cal. Civ. Code § 1798.140;

“**Verifiable Consumer Request**” is understood as defined in Subdivision (y) of Cal. Civ. Code § 1798.140.

### 3. Relations and commitments of the parties for CCPA purposes

- a) CA represents and warrants that it is a Service Provider for the purposes of the Services it provides to Customer pursuant to the Agreement(s), as of the date of execution of this CCPA Supplement. Accordingly, the disclosure of Personal Information to CA in the course of fulfilling the Agreement(s) does not constitute a Sale of such Personal Information. CA therefore represents and warrants that it will process Customer Personal Information only for the permissible Business Purposes pursuant to the Agreement(s). Consequently and conversely, CA also represents that it shall only disclose Personal Information to Customer, if any, to the extent necessary and inherent 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



## CCPA Supplement to Customer Agreement

acknowledges that such disclosures are necessary for the performance of the Services it receives and do not constitute a Sale of such Personal Information.

- b) Unless otherwise permitted by the CCPA or required by other Applicable Laws as defined in the Agreement(s), CA is prohibited from: i) Selling the Customer Personal Information and ii) retaining, using, disclosing, or processing the Customer Personal Information for any purpose other than for the specific purpose of performing the Services specified in the Agreement (including retaining, using, or disclosing the Customer Personal Information for a Commercial Purpose other than providing the Services specified in the Agreement); or iii) retaining, using, or disclosing the information outside of the direct business relationship between CA and Customer.
- c) CA hereby certifies that it understands the restrictions set forth in this section and will comply with them.

### 4. Consumer requests for deletion

If Customer receives an appropriate Verifiable Consumer Request pursuant to Subdivision (a) of Cal Civ. Code § 1798.105 and therefore is required by law to delete a Consumer's Personal Information from its records, Customer shall provide the request to CA in writing pursuant to the notification provisions of the Agreement(s). After receiving such a request, CA will delete the Consumer's Personal Information from CA's active systems, unless (i) maintaining the Consumer's Personal Information is permitted under the CCPA, including Subdivision (d) of Cal. Civ. Code § 1798.105 or § 1798.145; (ii) CA believes that retention of the Personal Information is required to comply with applicable law; or (iii) deleting the Personal Information is not reasonably practicable under the circumstances. After the Consumer's Personal Information has been deleted from CA's active systems, the Consumer's Personal Information may continue to exist in backups and logs for a period of time until overwritten in the normal course and in accordance with CA's document retention and destruction policies.

### 5. Other aspects of CCPA Compliance

- a) In all other respects, Customer alone is fully responsible for compliance with the CCPA. If additional cooperation from CA is necessary to ensure such compliance, Customer and CA will discuss the nature and terms of such cooperation in good faith, and Customer will reimburse CA for any reasonable costs.
- b) Notwithstanding the foregoing, in the event that CA or any of its Affiliates, whether as a Business acting for its own Commercial Purposes or Business Purposes, or as a Service Provider acting for the purposes of other Businesses that are also customers of CA, collects, retains, uses, derives, infers, discloses or otherwise processes any Personal Information of Consumers which are within the scope of the CCPA ("Other Processing") and which are substantially identical to Customer Personal Information in the meaning of this CCPA Supplement, the applicable CCPA compliance responsibilities attached to such Other Processing shall be borne by the Business whose Commercial or Business Purposes such Other Processing serves. Accordingly, Customer shall not be held responsible for compliance with the CCPA in relation to such Other Processing.

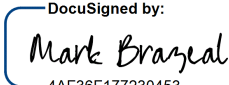
### 6. Limitation of Liability

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this CCPA Supplement, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement(s) 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(s) and addenda thereto together. For the avoidance of doubt, each reference to the CCPA Supplement in this CCPA Supplement means this CCPA Supplement.



CCPA Supplement to Customer Agreement

IN WITNESS WHEREOF, this CCPA Supplement is entered into and becomes a binding part of the Agreement(s) 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
<p>CA Inc., 1320 Ridder Park Drive, San Jose, CA 95131</p> <p>DocuSigned by:                        _____  <small>4AE36E177230453</small></p>	<p>Customer:</p> <p>Signature:</p> <p>Name/Title:</p> <p>Signature Date:</p>