

Criteria Corp
CCPA Data Processing Addendum

This CCPA Data Processing Addendum (“**Addendum**”) is effective as of January 1, 2020 and amends the terms and forms part of the Criteria Terms of Use and other agreement governing your use of the applicable Criteria assessment product and related services (“**Services**”) (collectively, the “**Agreement**”) by and between you (the “**Customer**” or “**you**”) and Criteria Corp (“**Criteria**”). This Addendum applies to “Personal Information” of a “Consumer” as those terms are defined under the California Consumer Privacy Act of 2018 (“**CCPA**”) (referred to in this Addendum as “**Customer PII**”), that Criteria may receive and process in the course of providing the Service to you under the Agreement.

1. General.

- a. By confirming acceptance of this Addendum, you confirm that you are a current Customer and are authorized to accept this Addendum on behalf of Customer.
- b. In the event of any conflict between an Order, the Addendum and/or the Agreement, the following order of precedence will apply (in descending order): (1) the Addendum, (2) the Agreement, and (3) the Order Form. No other terms or contract relating to Customer PII will be valid or enforceable.
- c. Any provision of this Addendum that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions. The parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute and then incorporate such substitute provision into this Addendum.
- d. This Addendum will terminate automatically upon termination of the Agreement unless earlier terminated pursuant to its terms.

2. Use of Customer PII under CCPA

- a. Customer and Criteria agree and acknowledge that for purposes of the CCPA, Criteria is Customer’s “service provider” (and a “Processor” under GDPR) . As such, Criteria is authorized to use, retain and disclose Customer PII for the delivery of Services to Customer in accordance with the Agreement, including: (i) disclosures to Criteria’s own third party service providers (as defined in the CCPA) that assist in the provision of Services; (ii) for Criteria’s business purposes and (iii) as authorized by US Privacy Law. Criteria will refrain from actions that qualify as “selling personal information” (as defined by the CCPA).
- b. Criteria will retain Customer PII only for as long as Customer deems it necessary for the permitted purpose, or as required by applicable laws. Upon termination of this Agreement, or upon Customer’s written request, Criteria will either destroy or return Customer PII to the Customer, unless legal obligations require storage of the Customer PII.
- c. Subject to detailed written request by Customer, Criteria will provide Customer with reasonable assistance for Customer’s compliance obligations to respond to requests to delete or access Customer PII required by the CCPA. If Criteria

receives a verified request for access, information or deletion directly from an authorized person enforcing available rights under the CCPA, Criteria will notify Customer of the request and either respond to the request directly or refer the request to Customer.

- d. Subject to a TestTaker request to exercise their right to erasure, a request for Criteria to delete their data, Criteria will verify and confirm the request is authorized, remove all TestTaker PII, and notify Customer of TestTaker's request to allow Customer to comply.