

CCPA ADDENDUM

Last Updated: April 9, 2020

This CCPA Addendum (“Addendum”) forms part of the Terms of Service or other written or electronic agreement(s) between KnowBe4, Inc. and/or its Affiliates (“KnowBe4”) and Customer for the provision of products and/or services by KnowBe4 to Customer (the “Agreement”). This Addendum shall reflect the parties’ agreement with regard to the processing of Personal Data (as defined below) in the performance of the Agreement. By executing this Addendum, Customer enters into this Addendum on behalf of itself and in the name and on behalf of its Affiliates. For the purposes of this Addendum, and except where indicated otherwise, the term “Customer” shall mean the organization entering into this Addendum and shall include its Affiliates, as applicable. Customer and KnowBe4 may be referred to in this Addendum individually as a “party” or jointly as the “parties.”

HOW TO EXECUTE THIS ADDENDUM:

To execute this Addendum, Customer must:

1. Download the PDF version of the Addendum for completion;
2. Fill in the information requested in the signature block and any areas requesting Customer’s information; and
3. Send the signed Addendum to KnowBe4 by email to privacymanager@knowbe4.com indicating Customer’s full legal name and whether Customer is a current customer or prospective customer of KnowBe4.

If accepted, KnowBe4 will return the fully executed Addendum to Customer. This Addendum will not become effective until: (i) the Addendum is fully executed and returned to Customer; and (ii) the parties have entered into an Agreement for KnowBe4’s products and services.

HOW THIS ADDENDUM APPLIES:

This Addendum shall only apply to Customer’s Personal Data that is subject to the CCPA (as defined below).

This Addendum is agreed to and executed by authorized representatives of the parties.

KNOWBE4, INC.	COMPANY NAME: _____
Signature:	Signature:

Printed Name:	Printed Name:
Title:	Title:
Principal Place of Business: 33 N GARDEN AVE SUITE 1200 CLEARWATER, FLORIDA, USA 33755	Principal Place of Business:
Date:	Date:
Notices: KnowBe4, Inc. 33 N Garden Ave Suite 1200 Clearwater, Florida, 33755 Attn: Legal Department With an email copy to: privacy@knowbe4.com	Notices: With an email copy to (if applicable):

1. **Defined Terms**. Terms used but not defined in the Addendum, such as “business purpose”, “commercial purpose”, “consumer”, “processing”, “business”, “sell”, “selling”, “sale” and “verifiable consumer request”, will have the same meaning as set forth in California Civil Code Section 1798.140. Bracketed numbers are references to related sections of the California Civil Code. In addition, capitalized terms used in the Addendum shall have the following meanings:
 - a. “CCPA” means the California Consumer Privacy Act, California Civil Code Sections 1798.100-1798.199.
 - b. “Personal Information” means “personal information” as defined in the CCPA and within the scope of the CCPA.
 - c. “Services” means any services to be performed by KnowBe4 under the Agreement.
2. **Applicability**. The Addendum applies to the processing of Personal Information within the scope of the CCPA in the course of providing Services to the Company.

3. **Effective Date.** KnowBe4 makes the commitments in the Addendum effective on the later of (a) January 1, 2020, the operative date of the CCPA [1798.198], or (b) the date KnowBe4 begins to process Personal Information on behalf of Company.
4. **Prohibitions.** KnowBe4 is prohibited from: (a) selling the Personal Information; (b) retaining, using, or disclosing the Personal Information for any purpose other than for the specific purpose of performing the Services or as otherwise permitted by the CCPA, including retaining, using, or disclosing the Personal Information for a commercial purpose other than providing the Services, and (iii) retaining, using, or disclosing the Personal Information outside of the direct business relationship between the KnowBe4 and Company. [1798.140(v)&(w)]
5. **Certification.** KnowBe4 certifies that KnowBe4 understands the restrictions in Section 4 and will comply with them. [1798.140(w)]
6. **Consumer Requests.**
 - a. If KnowBe4 is contacted by a person with a request, inquiry or complaint regarding their Personal Information in connection with the Services, KnowBe4 shall promptly notify Company of such request, inquiry or complaint. KnowBe4 shall not respond to such request, inquiry or complaint directly, unless otherwise required by applicable law.
 - b. Upon Company's request, KnowBe4 shall provide Company with reasonable cooperation, assistance, information and access to Personal Information in its possession, custody or control as is necessary for Company to respond within any timeframe required by the CCPA to any verifiable consumer request to disclose Personal Information in a readily usable format or delete Personal Information pursuant to Sections 1798.100-1798.105 of the California Civil Code. [1798.100-1798.105] If KnowBe4 intends to rely on an exception under Section 1798.105(d), KnowBe4 shall notify Company within the same timeframe of the intent.
7. **Reasonable Security.** KnowBe4 shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect any "personal information" as defined in California Civil Code Section 1798.81.5 from unauthorized access, destruction, use, modification, or disclosure. [1798.81.5(c), 1798.150]
8. **Changes in Law.** If any variation is required to this Addendum as a result of a change in the CCPA, then either party may provide written notice to the other party of that change. The parties will discuss and negotiate in good faith any necessary variations to this Addendum to address such changes.
9. **Severability.** Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.