Schedule E-2: U.S. State Consumer Data Privacy Law Processing Addendum

This U.S. State Consumer Data Privacy Law Processing Addendum (this "CDPL Addendum"), effective as of the Effective Date, is hereby made a part of and incorporated into the Agreement, and is entered into between the entity(ies) executing and agreeing to this CDPL Addendum as "Client" (individually and collectively, "Client") and the entity(ies) executing and agreeing to this Addendum as "Omeda" (individually and collectively, "Omeda"). All capitalized terms not otherwise defined herein will have the same meaning as ascribed to them in the Agreement and the Addendum.

1. DEFINITIONS

For purposes of this Amendment the terms "personal information", "consumer", "service provider", "business purpose", "commercial purpose" "sell", and "third party" shall have the meaning given to those terms in under applicable state consumer data privacy acts.

1.1 "Service Provider" or "Processor" means a sole proprietorship, partnership, limited liability company, corporation, association, or other legal entity that is organized or operated for the profit or financial benefit of its shareholders or other owners, that processes information on behalf of a business and to which the business discloses a consumer's personal information for a business purpose pursuant to a written contract, provided that the contract prohibits the entity receiving the information from retaining, using, or disclosing the personal information for any purpose other than for the specific purpose of performing the services specified in the contract for the business, or as otherwise permitted by this title, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the services specified in the contract with the business.

2. COMPLIANCE

2.1 Each of the parties will comply with the applicable provisions of applicable U.S. state consumer privacy laws as such laws are enacted or amended from time-to-time (the "SCPL"), including, without limitation, providing notices to consumers, responding to data subject request, including, without limitation, to know, correct, delete, and limit sale or sharing of sensitive personal information, informing vendors of a data subject's right to opt out.

2.2 Each of the Parties will, upon the reasonable request of the other party, cooperate in good faith with the other party's request to enter into any amendments and/or modified terms to the Agreement to the extent reasonably necessary to comply with the applicable provisions of any applicable SCPL.

2.3 Omeda shall be deemed a Service Provider or Processor to Client as defined in Section 1.1.

2.4 To the extent Omeda receives from Client any personal information from any consumer for processing on behalf of Client pursuant to the Agreement, Omeda shall not (a) retain, use or disclose the personal information for any purpose other than for the specific purpose of performing services under the Agreement or as otherwise permitted by any applicable SCPL, including for any business purpose; (b) retain, use or disclose the personal information for a "commercial purpose" other than providing the services under the Agreement, (c) retain, use or disclose the personal information outside the direct business relationship between Omeda and Client; and/or (d) sell the personal information.

2.5 If Omeda receives a data subject request from a consumer seeking to exercise the consumer's rights under any applicable SCPL with respect to the personal information that it is processing on behalf of Client that is or possibly might be the responsibility of Client to respond to, Omeda shall promptly notify Client of the data subject request and follow Client's written instructions associated with responding to an individual's request to exercise their consumer data subject rights with respect to their personal information in accordance with any applicable SCPL regulations.

2.6 If either party receives a data subject request to delete information that concerns the personal information that Omeda is processing on behalf of Client, the receiving party shall promptly notify the other and request that the personal information be deleted pursuant to any applicable SCPL.

2.7 If Omeda authorizes any subcontractor, service provider, sub-processor or third party to process personal information made available by Client, Omeda and Vendor shall enter into contractual provisions so that such subcontractor, service provider, sub-processor or third party is a service provider as defined in any applicable SCPL and not a third party as defined in any applicable SCPL.