

Data Processing Addendum

2026-01-28 - India

Schedule #4: Region-Specific Terms

A. CALIFORNIA

1. **Definitions.** CCPA and other capitalized terms not defined in this Schedule are defined in the DPA.

- 1.1. “business purpose”, “commercial purpose”, “personal information”, “sell”, “service provider” and “share” have the meanings given in the CCPA.
- 1.2. The definition of “Data Subject” includes “consumer” as defined under the CCPA.
- 1.3. The definition of “Controller” includes “business” as defined under the CCPA.
- 1.4. The definition of “Processor” includes “service provider” as defined under the CCPA.

2. **Obligations.**

- 2.1. Client is providing the Client Personal Data to Optel under the Agreement for the limited and specific business purposes of providing the Cloud Service as described in Schedule 1 (Subject Matter and Details of Processing) to this DPA and otherwise performing under the Agreement.
- 2.2. Optel will comply with its applicable obligations under the CCPA and provide the same level of privacy protection to Client Personal Data as is required by the CCPA.
- 2.3. Optel acknowledges that Client has the right to: (i) take reasonable and appropriate steps under Section 9 (Audits) of this DPA to help to ensure that Optel’s use of Client Personal Data is consistent with Client’s obligations under the CCPA, (ii) receive from Optel notice and assistance under Section 7 (Data Subject Requests) of this DPA regarding consumers’ requests to exercise rights under the CCPA and (iii) upon notice, take reasonable and appropriate steps to stop and remediate unauthorized use of Client Personal Data.
- 2.4. Optel will notify Client promptly after it makes a determination that it can no longer meet its obligations under the CCPA.
- 2.5. Optel will not retain, use or disclose Client Personal Data: (i) for any purpose, including a commercial purpose, other than the business purposes described in Section 2.1 of this Section A (California) of Schedule 4 or (ii) outside of the direct business relationship between Optel with Client, except, in either case, where and to the extent permitted by the CCPA.
- 2.6. Optel will not sell or share Client Personal Data received under the Agreement.
- 2.7. Optel will not combine Client Personal Data with other personal information except to the extent a service provider is permitted to do so by the CCPA.