



INAP Acceptable Use Policy – Service Provider Addendum Terms

INAP makes the commitments in these INAP Acceptable Use Policy – Service Provider Addendum Terms (these “CCPA Terms”), to all applicable customers effective January 1, 2019, pursuant to the California Consumer Privacy Act (“CCPA”), for certain services (collectively, the “Services”) provided by INAP (the “Main Agreement”). All capitalized terms not defined herein shall have the meanings set forth in the Main Agreement. Each of Customer and INAP may be referred to herein as a “Party” and together as the “Parties.”

1. **Personal Information.** For the purposes of these CCPA, the term “Personal Information” is as that term is defined pursuant to CCPA § 1798.140(o)(1) and which is provided by Customer to INAP in connection with the Services under the Main Agreement.

2. **Data Use, Retention and Disclosure Terms.** INAP shall not use, retain, or disclose Personal Information other than as required by agreement or under applicable law, or as is necessary to provide Services under the Main Agreement. INAP shall take reasonable steps to ensure that it, and each of its employees, keeps Personal Information confidential. INAP shall limit access to Personal Information to those individuals who need access to provide Services.

3. **Deletion or Return of Data.** Upon Customer request INAP will, at Customer’s sole cost and expense: (i) return all Personal Information maintained by INAP via secure file transfer in such format as reasonably requested by Customer; or (ii) delete all copies of Personal Information in INAP’s possession.

4. **Service Provider.** The Parties agree that INAP is a “Service Provider” as that term is defined under CCPA § 1798.140(v), and INAP contractually agrees to all the conditions and prohibitions imposed by that statute upon Service Providers.

[Remainder of Page Intentionally Blank]