



AMENDMENT TO THE ZSCALER DATA PROCESSING AGREEMENT

This Amendment is entered into on the date of the last signature below (the **"Amendment Effective Date"**) by and between **Zscaler, Inc.** (**"Zscaler"**) and _____ (**"Customer"**).

WHEREAS, the parties executed a Data Processing Agreement (**"DPA"**), and now wish to amend the DPA by adding Exhibit E (The California Privacy Protection Act and the California Consumer Privacy Act Addendum) (attached hereto) as a new exhibit.

Except as set forth in this Amendment, the DPA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment (including the exhibits) and the DPA (including the exhibits), then this Amendment will prevail.

IN WITNESS WHEREOF, the parties agree as of the Amendment Effective Date as attested by the signatures of their duly authorized representatives:

CUSTOMER:

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

ZSCALER, INC.

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

DocuSigned by:
Shaun Ghafouri
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Shaun Ghafouri

VP, Associate General Counsel

March 7, 2023 | 12:12 PM PST



Exhibit E

The California Privacy Protection Act and the California Consumer Privacy Act Addendum

This **Exhibit E (The California Privacy Protection Act and the California Consumer Privacy Act Addendum)** is entered into by the parties effective as of the date of last signature of the Agreement (defined below) and incorporated by reference in the Agreement. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

1. Definitions.

1.1 Terms used but not defined in the Addendum, such as **“commercial purpose”**, **“process”** or **“processing”**, and **“sale”** will have the same meaning as set forth in California Civil Code Section 1798.140.

1.2 **“Agreement”** means any agreement between Zscaler and a specific customer or between a specific customer and a Zscaler-authorized partner under which Products are provided by Zscaler and/or a Zscaler-authorized partner to that customer. Such an agreement may have various titles, such as **“Order Form”**, **“Quotation”**, **“Purchase Order”**, **“End User Subscription Agreement”**, or **“Master Services Agreement”**.

1.3 **“Business Purpose”** means the use of Customer Personal Information for the Service Provider’s operational purposes, or other notified purposes, provided that the use of Customer Personal Information shall be reasonably necessary and proportionate to achieve the operational purpose for which the Customer Personal Information was collected or processed or for another operational purpose that is compatible with the context in which the Customer Personal Information was collected. For clarity, the Business Purpose herein shall mean Zscaler providing the Products to Customer in accordance with the Agreement.

1.4 **“California Consumer Privacy Act of 2018 (CCPA)”** means the California Civil Code § 1798.100 et. seq., and its implementing regulations.

1.5 **“California Privacy Rights Act of 2020 (CPRA)”** means the ballot initiative amending the CCPA which includes additional privacy protections for California consumers passed in November 2020, and its implementing regulations.

1.6 **“Customer Personal Information”** means personal information as defined in has the meaning given in Cal. Civ. Code § 1798.140(v) that is submitted to the Products by Customer and processed by Zscaler for the purposes of providing the Products to Customer and that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, to the extent that such information is protected as **“personal information”** under the CCPA.

1.7 **“Service Provider”** has the same meaning set forth in Cal. Civ. Code § 1798.140(v).

2. Application. This Exhibit E only applies to the extent Zscaler processes Personal Information within the scope of the CCPA in the course of providing the Products to Customer.

3. Roles of the Parties. The parties acknowledge and agree that with regard to the processing of Customer Personal Information, Zscaler is the Service Provider who receives Customer Personal Information pursuant to the Business Purpose of providing the Products to Customer in accordance with the Agreement.

4. Business Purposes. Zscaler will process Customer’s Personal Information only for the permissible Business Purpose of providing the Products to Customer in accordance with the terms of this Exhibit E and the Agreement.

5. No Sale of Customer Personal Information. Customer and Zscaler hereby acknowledge and agree that in no event shall the transfer of Customer Personal Information from Customer to Zscaler pursuant to the Agreement constitute a sale of Customer Personal Information to Zscaler, and that nothing in the Agreement shall be construed as providing for the sale of Customer Personal Information to Zscaler. Zscaler certifies that it understands these restrictions in this Section and will comply with them.



- 6. Limitations on Use and Disclosure.** Zscaler is prohibited from using or disclosing Customer Personal Information for any commercial purpose other than the specific Business Purpose of providing the Products to Customer or as otherwise required by applicable Data Protection Legislation, the CCPA, the CPRA, or other applicable law. Zscaler certifies that it understands these restrictions in this Section and will comply with them.
- 7. Reasonable Security.** Zscaler shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect any Customer Personal Information as defined in Cal. Civ. Code § 1798.81.5 from unauthorized access, destruction, use, modification, or disclosure.
- 8. Changes in Law.** If there is a change in the law, more specifically in the CCPA or CPRA affecting this Exhibit E, the parties agree to negotiate in good faith any necessary changes to this Exhibit E.
- 9. Severability.** If any provision of this Exhibit E is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed, and the remainder of terms will remain in full effect.