

California Consumer Privacy Act (CCPA) Addendum

Version January 1, 2023

This California Consumer Privacy Act (CCPA) Addendum (“**Addendum**”) is current as of the version date set forth above and shall remain in effect until and unless it is superseded at this same (or redirected) URL by a version with a later version date, and is hereby incorporated into and forms a part of the mutually executed agreement (the “**Agreement**”) between Opendoor Labs Inc. and/or its affiliates (“**Opendoor**”) and the service provider (“**Service Provider**”) for the provision of certain services (the “**Services**”) by Service Provider to Opendoor. In the event of a conflict between this Addendum and the Agreement, this Addendum will control. Capitalized terms in this Addendum have the same meaning as defined in the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq. and related regulations (as may be amended from time to time, “**CCPA**”), unless otherwise noted.

Why You Are Being Asked to Sign This Addendum

The Services provided by Service Provider pursuant to the Agreement may involve the processing of Personal Information. To ensure continued compliance with the CCPA, the Parties hereby agree to the following.

Personal Information and Other CCPA Obligations

Notwithstanding anything in the Agreement to the contrary, the parties agree that any provision of Personal Information by Opendoor to Service Provider is necessary to perform a business purpose and is not part of and explicitly excluded from the exchange of consideration, or any other thing of value, between the parties.

For avoidance of doubt, Service Provider is a service provider or contractor, and not a third party, as defined in the CCPA. Service Provider certifies that it understands the restrictions set forth in this Addendum and will comply with them. Service Provider shall comply with the CCPA, including protecting all Personal Information as required by the CCPA. Service Provider must notify Opendoor if Service Provider makes a determination that it can no longer meet its obligations under the CCPA.

To the extent any Personal Information is provided by Opendoor to Service Provider, Service Provider shall not:

- (a) Sell or Share the Personal Information.
- (b) Retain, use, or disclose the Personal Information for any purpose other than providing the services specified in the Agreement. Specifically, Service Provider shall not retain, use, or disclose the Personal Information other than for permitted purposes under the Agreement.
- (c) Retain, use, or disclose the Personal Information outside of the direct business relationship between Service Provider and Opendoor.
- (d) Combine the Personal Information that Service Provider receives from Opendoor, or on behalf of Opendoor, with Personal Information that Service Provider receives from, or on behalf of, another person(s), or collects from Service Provider’s own interaction with the consumer, provided that Service Provider may combine Personal Information to perform any business purpose as defined in regulations adopted pursuant to Cal. Civ. Code Section 1798.185(a)(10), except as provided for in Cal. Civ. Code Section 1798.140(e)(6) and in regulations adopted by the California Privacy Protection Agency.
- (e) Engage in any activity that would give Opendoor actual knowledge, or reason to believe, that Service Provider intends to commit any CCPA violation or that Service Provider intends to use Personal Information that Service Provider has received in violation of the CCPA.

Cooperation with Opendoor

Service Provider must assist Opendoor’s CCPA compliance through appropriate technical and organizational measures, including when responding to consumer requests. If Service Provider receives a direct consumer request, it will immediately notify Opendoor and comply with Opendoor’s reasonable response instructions.

Opendoor reserves the right to take reasonable steps to help ensure that Service Provider uses the Personal Information transferred to it in a manner consistent with Opendoor’s obligations under the CCPA. Service Provider agrees to permit Opendoor to monitor Service Provider’s compliance with the Agreement and this Addendum through measures, including (i) regular assessments, audits, or other technical and operational testing at least once every 12 months and (ii) ongoing manual

reviews and automated scans. Service Provider further grants Opendoor the right, upon notice, to take reasonable steps to stop and remediate unauthorized use of Personal Information.

Service Provider will fully cooperate with Opendoor to (i) respond to any investigation of possible CCPA violations and (ii) undertake any efforts to cure the alleged violations. Service Provider will indemnify Opendoor for any administrative fine or other liability to the extent arising from CCPA violations by Service Provider or its Representatives (as defined below) that provide services under the Agreement.

Service Provider's Representatives

If Service Provider engages any other person to assist Service Provider in processing Personal Information for a business purpose on Opendoor's behalf, or if any other person engaged by Service Provider engages another person to assist in processing Personal Information for that business purpose, Service Provider shall notify Opendoor of that engagement, and the engagement shall be pursuant to a written contract binding the other person to observe all the requirements set forth in the Agreement and this Addendum. If any Agreement services are conducted by Service Provider's affiliates, contractors, service providers, and/or representatives (collectively, "**Representatives**"), Service Provider shall be responsible for their CCPA compliance.

For any employee, owner, director, officer, contractor, or other natural person associated with Service Provider whose information will be provided to Opendoor, prior to providing Opendoor with such person's Personal Information Service Provider will disclose to such persons information about Opendoor's privacy practices. For California residents, please refer to Opendoor's Supplemental California Consumer Privacy Act Rights Notice at: <https://www.opendoor.com/w/privacy#ccpa>.

Future Regulatory Updates

If any modification to this Addendum is required as a result of a change in data protection laws or regulations, then the parties will discuss and negotiate in good faith any necessary amendments to this Addendum to address such change as soon as reasonably practicable.