

U.S. PRIVACY LAW ADDENDUM

This U.S. Privacy Law Addendum (“**Addendum**”) is an addendum to and forms part of the Master Subscription Agreement (or other such titled written or electronic agreement addressing the same subject matter) for the purchase of the Hosted Service (the “**Principal Agreement**”) to reflect the parties’ agreement with regard to the Processing of Consumer Personal Information that is subject to the protection of U.S. Data Protection Laws in the context of the Hosted Service.

WHEREAS, the parties entered into a DPA (as defined below), which forms a part of the Principal Agreement, that governs the Processing of Personal Data that is subject to the protection of Data Protection Laws in the context of the Hosted Service; and

WHEREAS, in the course of providing the Hosted Service to Customer pursuant to the Principal Agreement, BlackLine may Process Consumer Personal Information on behalf of Customer; and

WHEREAS, the parties wish to amend the DPA.

HOW TO EXECUTE THIS ADDENDUM:

1. This Addendum has been pre-signed on behalf of BlackLine. Please note that the contracting entity under the Principal Agreement may be a different entity to BlackLine Systems, Inc.
2. No changes made to this copy are agreed to by BlackLine or its Affiliates.
3. To complete this Addendum, Customer must:
 - a) Complete the information in the signature box using the Customer name as set out on the applicable BlackLine Order Form; and
 - b) Sign on page 2, and
 - c) Send the signed Addendum to BlackLine by email to dpa.client@blackline.com.

Except as otherwise expressly provided in the Principal Agreement, this Addendum will become legally binding upon receipt by BlackLine of the validly completed Addendum at this email address.

HOW THIS ADDENDUM APPLIES:

If the Customer entity entering into or signing this Addendum is a party to the Principal Agreement, then this Addendum is an addendum to and forms a part of the Principal Agreement. In such case, the BlackLine entity that is party to the Principal Agreement is party to this Addendum.

If the Customer entity signing this Addendum is not a party to a BlackLine Order Form and the Principal Agreement, this Addendum is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Principal Agreement executes this Addendum.

If the Customer entity signing this Addendum is not a party to a BlackLine Order Form and a Principal Agreement directly with BlackLine but is instead a customer indirectly via an authorized reseller or partner of BlackLine’s Hosted Service, this Addendum is not valid and is not legally binding. Such entity should contact the authorized reseller or partner to discuss whether any amendment to its agreement with that reseller may be required.

SIGNATURE:

The section “HOW TO EXECUTE THIS ADDENDUM” above specifies which parties and which BlackLine entities are party to this Addendum. Notwithstanding the signature below, such other BlackLine entities are not a party to this Addendum (only the BlackLine entity specified in the section “HOW TO EXECUTE THIS ADDENDUM” above is a party to this Addendum).

The parties' authorized signatories have duly executed this Addendum:

CUSTOMER LEGAL NAME: _____

Address: _____

**BLACKLINE SYSTEMS, INC., on behalf
of itself and its Affiliates**

Authorized Signatory

Printed Name

Title

Date

DocuSigned by:
Karole Morgan-Prager

115FB8F5A5D341F...

Authorized Signatory

Printed Name

Title

Date

U.S. Specific Provisions

To the extent that BlackLine, in the provision of the Hosted Service to Customer, Processes Consumer Personal Information on behalf of Customer, the terms set forth in this Addendum will apply to the Processing of such Consumer Personal Information.

A. Definitions

Capitalized terms not otherwise defined herein shall have the meaning given to them in the DPA.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity, or the right to direct the affairs of a subject entity.

“BlackLine” means the BlackLine entity which is a party to this Addendum, as specified in the section “HOW THIS ADDENDUM APPLIES” above, being BlackLine Systems, Inc., a company incorporated in California, US; BlackLine K.K., a company incorporated in Japan; or as applicable.

“Customer” shall mean the entity signing this Addendum that is a party to the Principal Agreement, as specified in the section “HOW THIS ADDENDUM APPLIES” above.

“CCPA” means the California Consumer Privacy Act of 2018, as amended, including as amended by the California Privacy Rights Act of 2020, together with all implementing regulations.

“Consumer Personal Information” means any information that relates to an individual that falls within the definition of “personal information”, “personal data” or other comparable term as defined by U.S. Data Protection Laws, to the extent such information is protected under U.S. Data Protection Laws and contained within Customer Data.

“CPA” means the Colorado Privacy Act, together with all implementing regulations.

“CTDPA” means the Connecticut Act Concerning Data Privacy and Online Monitoring.

“Customer Data” means what is defined in the Principal Agreement as “Customer Data”, provided that such data is electronic data and information submitted by or for Customer to the Hosted Service.

“Data Subject” means the identified or identifiable natural person to whom Consumer Personal Information relates.

“DPA” shall mean the Data Processing Addendum (or other such titled written or electronic agreement addressing the same subject matter) to the Principal Agreement that is signed by and between Customer and BlackLine, which reflects the parties’ agreement with regard to the processing of personal data subject to the protection of data protection laws in the context of the Hosted Service. If no such agreement has been separately executed by Customer and BlackLine, “DPA” shall mean BlackLine’s Data Processing Addendum, available at <https://www.blackline.com/legal/data-privacy-addendum>.

“Hosted Service” shall mean BlackLine's online products reflected on an Order Form (as defined in the Principal Agreement) accessed at a web site designated by BlackLine, or ancillary services rendered to Customer by BlackLine, to which Customer is being granted access under the Principal Agreement.

“UCPA” means the Utah Consumer Privacy Act.

“U.S. Data Protection Laws” means all state and federal data privacy regulations of the United States of America (including, without limitation, the CCPA, VCDPA, CPA, CTDPA and UCPA), which are applicable to BlackLine’s or a Sub-processor’s Processing of Consumer Personal Information under the Principal Agreement.

“VCDPA” means the Virginia Consumer Data Protection Act.

For the purposes of this Addendum only, “**Controller**”, “**Processor**”, “**Service Provider**”, “**Processor**”, “**Sell**”, “**Share**”, “**Business**”, “**Business Purpose**”, “**Commercial Purpose**”, “**Consumer**” and “**Processing**” shall have the meanings given to these terms in U.S. Data Protection Laws.

B. Data Processing Terms

- 1. Roles of the Parties.** The parties agree that for the purposes of U.S. Data Protection Laws, BlackLine acts as a Service Provider or Processor for Consumer Personal Information with respect to the provision of the Hosted Service under the Principal Agreement.
- 2. Definitions in the DPA.**
 - a) The definition of “Data Protection Laws” or other comparable term in the DPA includes “U.S. Data Protection Laws” as defined in this Addendum to the extent this Addendum applies.
 - b) The definition of “Personal Data” or other comparable term in the DPA includes “Consumer Personal Information” to the extent this Addendum applies.
 - c) The definition of “Data Subject” in the DPA includes “Consumer” to the extent this Addendum applies.
 - d) The definition of “Controller” in the DPA includes “Business” to the extent this Addendum applies.
 - e) The definition of “Processor” in the DPA includes “Service Provider” to the extent this Addendum applies.
 - f) The definition of “Processing” in the DPA includes “Processing” as defined in U.S. Data Protection Laws to the extent this Addendum applies.
- 3. Data Processing Terms.** The parties agree to comply with the following provisions with respect to any Consumer Personal Information, each acting reasonably and in good faith:
 - a) BlackLine will comply with all obligations applicable to it as a Service Provider or Processor under U.S. Data Protection Laws. BlackLine will provide Consumer Personal Information with the same level of privacy protection as is required by U.S. Data Protection Laws.
 - b) BlackLine will not Sell or Share Consumer Personal Information.
 - c) BlackLine will not retain, use, or disclose Consumer Personal Information for any purpose other than for the Business Purposes specified in the DPA and the Principal Agreement, including retaining, using, or disclosing Consumer Personal Information for a Commercial Purpose other than the Business Purposes specified in the DPA and the Principal Agreement, or as otherwise permitted by applicable law.
 - d) BlackLine will not retain, use, or disclose Consumer Personal Information outside of the direct business relationship between BlackLine and Customer, unless otherwise permitted by applicable law.
 - e) Except as otherwise permitted by applicable law, BlackLine will not combine Consumer Personal Information with other personal information that it receives from other sources, including the information collected from BlackLine’s independent interaction with a Consumer. This does not include combining Consumer Personal Information in the context of the business purpose of providing the Hosted Service.
 - f) BlackLine will ensure that it has a written agreement in place with all Sub-processors which contains obligations on the Sub-processor which are no less protective of Consumer Personal Information than the obligations on BlackLine under this Addendum.
 - g) If BlackLine makes a determination that it can no longer meet its obligations under this Addendum, it shall notify Customer of that determination within the time period required under U.S. Data

Protection Laws and cease the Processing of Consumer Personal Information or take other reasonable and appropriate steps to remediate.

- h) Customer has the right to take reasonable and appropriate steps in accordance with the DPA and the Principal Agreement (e.g., audit rights) to help ensure that BlackLine uses Consumer Personal Information in a manner consistent with Customer's obligations under U.S. Data Protection Laws.
- i) Upon notice, Customer will have the right to take reasonable and appropriate steps in accordance with the DPA and Principal Agreement to stop and remediate unauthorized use of Consumer Personal Information.
- j) BlackLine certifies that it has read and understands this Addendum and will abide by it.
- k) Customer is responsible for ensuring that it has complied, and will continue to comply, with the requirements of U.S. Data Protection Laws in its use of the Hosted Service and its own Processing of Consumer Personal Information.
- l) Customer specifically acknowledges that its use of the Hosted Service will not violate the rights of any Consumer that has opted-out from Sales, Sharing or other disclosures of Consumer Personal Information, to the extent applicable under U.S. Data Protection Laws.

C. Miscellaneous

1. **Notice.** Any notice to be given under this Addendum will be made in accordance with the DPA.
2. **Conflicts.** The terms and conditions of this Addendum are in addition to those of the DPA if this Addendum is applicable; provided, however, that in the event of any conflict or inconsistency between this Addendum and the DPA or Principal Agreement, this Addendum shall prevail with respect to the Processing of such Consumer Personal Information.
3. **Severability.** If any provision of this Addendum is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provision of this Addendum, and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.
4. **Liability.** Each party and each of their Affiliates' liability, taken in aggregate, arising out of or related to this Addendum, will be subject to the limitations and exclusions of liability set out in the Principal Agreement and any reference in such section to the liability of a party means aggregate liability of that party and all of its Affiliates under the Principal Agreement (including this Addendum).
5. **Modifications.** It is understood and acknowledged by the parties that the terms and conditions of the Principal Agreement and DPA, not otherwise modified by the provisions of this Addendum, will remain in full force and effect and be made binding upon the parties, and that this Addendum shall be made and form a part of the DPA and Principal Agreement. No modification, change or amendment of this Addendum shall be effective unless in writing and signed by the parties.