

NavVis CCPA TERMS

These NavVis CCPA Terms (“**CCPA Terms**”) supplement the NavVis [GTC](#) and [EULA](#) or governing Customer’s use of the SaaS Services (the “**Agreement**”) when the California Consumer Privacy Act of 2018 as amended, including as amended by the California Privacy Rights Act of 2020, together with any implementing regulations (collectively “**CCPA**”) applies to Customer’s use of the SaaS Services to process personal information that is uploaded to the SaaS Services under Customer’s SaaS account (“**Personal Information**”). For purposes of these CCPA Terms, “commercial purpose,” “personal information,” “process,” “sell,” and “share” shall have the meaning ascribed to them in the CCPA. Unless otherwise defined in these CCPA Terms, all capitalized terms used in these CCPA Terms will have the meanings given to them in the Agreement.

NavVis agrees that NavVis will: (a) process Personal Information pursuant to the Agreement for the purposes specified in Section 1.3 of the DPA; (b) not retain, use, or disclose Personal Information for any purpose, including any commercial purpose, except as permitted in the Agreement or under CCPA; (c) not retain, use, or disclose Personal Information outside the direct business relationship between NavVis and Customer, including by not combining any Personal Information with other personal information collected or received from another source, except as permitted by CCPA; and (d) not sell or share Personal Information. NavVis will inform Customer if it determines that NavVis can no longer meet its obligations under CCPA. If NavVis is engaged in unauthorized use of Personal Information, Customer may, upon reasonable notice to NavVis, take reasonable and appropriate steps to stop and remediate the unauthorized use of Personal Information. These CCPA Terms do not limit or reduce any other data privacy commitments NavVis makes to Customer in the Agreement.