DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") is entered between MoEngage (including its Affiliates) and Customer and its Affiliates to enable MoEngage to process the Customer Personal Data as per the Applicable Data Privacy Laws while providing Services to the Customer ("**Services**"). The DPA shall form an integral part of the Agreement and shall come into effect on the same date as the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, MoEngage may Process Personal Data on behalf of Customer, and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

DATA PROCESSING TERMS

1. DEFINITIONS

1.1 **"Affiliate"** means any legal entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 **"Authorized Affiliate"** means any of Customer's Affiliate(s) which (i) is subject to the data protection laws and regulations and (ii) is permitted to use the Services pursuant to the Agreement between Customer and MoEngage.

1.3 **"Data Controller"** means the Customer who determines the purposes and means of the Processing of Personal Data.

1.4 **"Customer Personal Data"** means any Personal Data that the Customer shares with or permits MoEngage to access, store, host, share, delete and Process for the performance of the Services which includes all electronic data or information submitted by or on behalf of Customer to, or collected from the Customer by MoEngage.

1.5 **"End Users/Consumer"** means any end user of the Customers mobile applications or websites or offline channels such as physical stores to whom the Customer sends any communication through the Platform.

1.6 **"Data Protection Laws and Regulations"** means all data protection laws and regulations, which includes US federal and state privacy laws, EU Data Protection Laws and any other laws pertaining to data protection in any territory of the world that may be applicable to the Processing of Personal Data under the Agreement. **"CCPA"** means the California Consumer Privacy Act 2018, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations, as the same may be amended from time to time.

1.7 **"Data Subject"** means the identified or identifiable natural person to whom Personal Data relates to.

1.8 **"Equivalent Protection Area"** means the area that comprises (a) countries within the European Union, including Iceland, Liechtenstein, and Norway, and (b) countries that the European Commission may from time to time recognize as ensuring an adequate level of protection as provided for in article 45 of the GDPR, which includes Switzerland and the United Kingdom.

1.9 **"Processing"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.10 **"Data Processor"** means the entity which Processes Personal Data on behalf of the Controller.

1.11 **"Data Breach"** means a security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, transmitted, stored or otherwise Processed by MoEngage or its Sub-processors of which MoEngage becomes aware.

1.12 **"Standard Contractual Clauses"** or **"SCC"** means the contractual clauses set out in Annex 1 to this DPA pursuant to the European Commission's decision (EU) 2021/914 of 4 June 2021 on Standard Contractual Clauses for the transfer of Personal Data to Processors established in third party countries which do not ensure an adequate level of protection, and any further approved set of contractual clauses as approved by the competent authority from time to time.

1.13 **"Sub-processor"** means any Processor engaged by MoEngage or its Affiliates engaged in the Processing of Personal Data.

1.14 **"Services" shall mean services provided to the Customer under the Agreement.**

1.15 **"EEA"** means European Economic Area.

1.16 **"Transfer"** means any Processing, which includes accessing, sharing, disclosing or otherwise making Personal Data available, whether by a MoEngage affiliate, its suppliers or the Customer, from another location than where the Processing initially occurs, which includes:

i) any transfer of Customer Personal Data from the Customer to MoEngage and/ or a MoEngage Affiliate;

ii) an onward transfer of Customer Personal Data from MoEngage to a MoEngage Affiliate; or

iii) an onward transfer of Customer Personal Data from MoEngage and/ or a MoEngage Affiliate to another Sub-Processor,

in each case, where such Transfer would be prohibited by Applicable Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of appropriate safeguards and any lawful mechanisms for such Transfers, which includes the use of Standard Contractual Clauses.

2. PROCESSING OF PERSONAL DATA

2.1. **Details of the Processing.** The parties acknowledge and agree that with regard to the Processing of Customer Personal Data, Customer is the Data Controller, MoEngage is the Data Processor and that MoEngage or its Affiliates engaged in the Processing of Customer Personal Data will engage Sub-processors pursuant to the requirements set forth in Section 6 "Sub-processors" below. The subject-matter of Processing of Personal Data by MoEngage is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 3 (Details of the Processing) to this DPA.

2.2. **Customer's Processing of Customer Personal Data.** Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Customer Personal Data shall comply with Data Protection Laws and Regulations. This DPA and the Agreement are, Customer's complete and final documented instructions to MoEngage for the Processing of Customer Personal Data, and Customer's configuration of the Services shall constitute an additional instruction to MoEngage. Any additional or alternate instructions must be agreed upon separately. Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data and the means by which Customer acquired the Customer Personal Data. The Customer represents and warrants that it has undertaken to provide all necessary notices to Data Subjects and received all necessary permissions and consents, as required for MoEngage to Process the Customer Personal Data under this DPA and pursuant to the Applicable Data Protection Laws in their respective country and state (if applicable).

2.3. **MoEngage's Processing of Customer Personal Data.** MoEngage shall treat Personal Data as Confidential Information and shall only Process Customer Personal Data on behalf of Customer and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. MoEngage will Process Customer Personal Data in compliance with applicable Data Protection Laws and Regulations, provided however that MoEngage shall not be in violation of this contractual obligation in the event that MoEngage's Processing of Customer Personal Data is not-compliant with applicable Data Protection Laws and Regulations due to the Customer.

3. RESPONSIBILITIES OF CUSTOMER

3.1. The Customer:

3.1.1. instructs MoEngage and each MoEngage Affiliate (and authorises MoEngage and each MoEngage Affiliate to instruct each Subprocessor) to:

a) Process Customer Personal Data; and

b) in particular, transfer Customer Personal Data to any country or territory, as reasonably necessary for the provision of the Services and consistent with the Agreement;

3.1.2. warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instruction set out in section 3.1; and

3.1.3. warrants and represents that it has complied with all the obligations that it has under the Applicable Data Protection Laws with respect to its being the Controller of Customer Personal Data. The Customer further represents and warrants that it has collected the Customer Personal Data in accordance with Applicable Data Protection Laws and has provided all the necessary notices and received all necessary permissions and consents.

3.2. Customer's instructions to MoEngage and each MoEngage Affiliate for the Processing of Customer Personal Data shall comply with Applicable Data Protection Laws. Customer shall be responsible for the Customer Personal Data and the means by which Customer acquired Customer Personal Data.

3.3. The Customer agrees to defend, indemnify and hold harmless MoEngage and/or the relevant MoEngage Affiliate from and against all claims, actions, third party claims, direct losses, damages and expenses incurred by MoEngage and/ or the relevant MoEngage Affiliate as a result of or in connection with the Customer's non-compliance with the Applicable Data Protection Laws.

3.4. The Customer shall issue instructions to MoEngage in writing/ via e-mail. MoEngage will duly cooperate with and make commercially reasonable efforts to assist the Customer in complying with Customer's obligations pursuant to the Applicable Data Protection Laws, taking into account the nature of processing, technical and organizational feasibility, and the information available to MoEngage. The Customer may reimburse costs and expenses for any cooperation and assistance services provided to the Customer in that regard.

4. RIGHTS OF DATA SUBJECTS

4.1. **Data Subject Requests.** The Customer shall remain fully responsible to comply with any Data Subject requests and any deadline to comply with a request as required by Applicable Data Protection Laws. The Customer shall provide any such instruction to MoEngage sufficiently in advance prior to any regulatory or legal deadline in order for MoEngage to process and comply with the Customer's instruction.

4.2. MoEngage shall, to the extent legally permitted and to the extent MoEngage is able to identify that the request comes from a Data Subject whose Personal Data was submitted to the Services by Customer, promptly notify Customer if MoEngage receives a request from a Data Subject (customer's End Users) in relation to the exercise of any Data Subject Right ("**Data Subject Request**"). MoEngage shall not respond to a Data Subject Request without Customer's prior written consent except to confirm that such request relates to Customer, to which Customer hereby agrees.

4.3. Taking into account the nature of the Processing, MoEngage shall assist Customer by providing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations.

5. MOENGAGE PERSONNEL

5.1. **Confidentiality.** MoEngage shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities.

5.2. **Reliability.** MoEngage shall take commercially reasonable steps to ensure the reliability of any MoEngage personnel engaged in the Processing of Personal Data.

5.3. **Limitation of Access.** MoEngage shall ensure that MoEngage's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

5.4. **Data Protection Officer.** MoEngage shall comply fully with its obligations with respect to the employment of a data protection officer as required under Data Protection Laws and Regulations.

6. SUB-PROCESSORS

6.1. **Appointment of Sub-processors.** Customer acknowledges and agrees that (a) MoEngage's Affiliates may be retained as Sub-processors; and (b) MoEngage and MoEngage's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. MoEngage or a MoEngage Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.

6.2. **List of Current Sub-processors and Notification of New Sub-processors.** The updated list of Sub-processors for the MoEngage Services is present here. Such Sub-processor list shall include the identities of those Sub-processors, their country of location as well as the type of processing they perform. MoEngage will notify Customer of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.

6.3. **Objection Right for New Sub-processors.** Customer may object to MoEngage's use of a new Sub-processor by notifying MoEngage promptly in writing within ten (10) business days after receipt of MoEngage's notice in accordance with Section 5.2. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, MoEngage will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Customer Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If MoEngage is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) with respect to only those Services which cannot be provided by MoEngage without the use of the objected-to new Sub-processor, by providing written notice to MoEngage.

6.4. **Liability for Sub-processors.** MoEngage shall be liable for the acts and omissions of its Sub-processors to the same extent MoEngage would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

7. SECURITY

7.1. **Controls for the Protection of Customer Data.**

7.1.1. MoEngage shall maintain appropriate technical and organizational measures for the protection of the security (including protection against Personal Data Breach), confidentiality and integrity of Customer

Data, as set forth in the Security, Privacy and Architecture Datasheet attached hereto as Schedule 1. MoEngage regularly monitors compliance with these measures. The customer is responsible for reviewing the information made available by MoEngage relating to data security and making an independent determination as to whether the Services meet the Customer's requirements and legal obligations under Data Protection Laws and Regulations. The customer acknowledges that the security measures described within the Security, Privacy and Architecture Datasheet are subject to technical progress and development and that MoEngage may update or modify such document from time to time provided that such updates and modifications do not result in a material decrease of the overall security of the Services during a subscription term;

7.1.2. Without prejudice to MoEngage and its Affiliate's obligations under this Section 7 (security), the Customer:

7.1.2.1. shall remain solely responsible for its use of the Services, including: (a) making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Customer Personal Data; (b) securing the account authentication credentials, systems and devices Customer uses to access the Services; and

7.1.2.2. acknowledges that MoEngage and its Affiliates have no obligation to protect Customer Personal Data that Customer elects to store or transfer outside of MoEngage and its Affiliate's and its Sub-processors' systems (for example, offline or online premises storage).

7.1.3. **Customer Data Incident Management, Notification and Remediation.** MoEngage maintains security incident management policies and procedures specified in the Security, Privacy and Architecture Datasheet and shall notify Customer without undue delay after becoming aware of a Personal Data Breach. MoEngage shall provide information to Customer necessary to enable Customer to comply with its obligations under Data Protection Laws and Regulations. The content of such communication to Customer shall include (a) the nature of Processing and the information available to MoEngage (b) a description of the nature of the Data Breach including, where possible, the categories and an approximate number of individuals concerned and the categories and an approximate number of Personal Data records concerned; (c) a description of the likely consequences of the Personal Data Breach; and (d) a description of the measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects. MoEngage shall make commercially reasonable efforts to identify the cause of such Data Breach and take those steps as MoEngage deems necessary and reasonable in order to remediate the cause of such Data Breach to the extent the remediation is within MoEngage's reasonable control. The obligation to remediate the cause of a Data Breach shall not apply to Personal Data Breaches that are caused by Customer or Customer's Users.

7.1.4. **Third-Party Certifications and Audits.** MoEngage has obtained the third-party certifications and audits set forth in the Security, Privacy and Architecture Datasheet. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, MoEngage shall allow for and contribute to audits and inspections ("**Audits**") conducted by Customer (or Customer's independent, third-party auditor that is not a competitor of MoEngage by providing any information regarding MoEngage's compliance with the obligations set forth in this DPA in the form of a copy of MoEngage's then most recent third-party audits or certifications, as applicable, that MoEngage makes available to its customers generally. Customer may perform an Audit remotely or on-site, up to one (1) time per year, with at least three (3) weeks' advance written notice, unless otherwise required by Customer's regulators or applicable law. If Customer requests an on-site Audit, the following terms shall apply: (a) such Audit shall be limited to facilities operated by MoEngage and shall not exceed one (1) business day; (b) before the commencement of any such on-site Audit, Customer and MoEngage shall mutually agree upon the scope and timing of the Audit; (c) Customer shall reimburse MoEngage for actual expenses and costs incurred in connection with such Audit; (d) It is expressly clarified that MoEngage and/or the relevant MoEngage Affiliate will not be able to provide access to the SaaS platform operated by MoEngage and/or the relevant MoEngage Affiliate or otherwise let the auditors interact with the platform.

8. RETURN AND DELETION OF CUSTOMER DATA

MoEngage shall return Customer Data by enabling Customer to export its Customer Data as set forth in the Agreement and shall delete Customer Data, in accordance with the Agreement, applicable laws and the Security, Privacy and Architecture Datasheet.

9. AUTHORIZED AFFILIATES

9.1. **Relationship between MoEngage and Customer's Authorized Affiliates.** The parties acknowledge and agree that, by executing the Agreement, the Customer enters into this DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing an independent DPA between MoEngage and each such Authorized Affiliate, subject to the provisions of the Agreement and this Section 9 and Section 10. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For sake of clarity, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

9.2. **Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with MoEngage under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

9.3. **Rights of Authorized Affiliates.** Where an Authorized Affiliate executes a DPA with MoEngage, it shall to the extent required under applicable Data Protection Laws and Regulations, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

9.3.1. Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against MoEngage directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together.

9.3.2. The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site Audit, take all reasonable measures to limit any impact on MoEngage and its Sub-Processors by combining, to the extent reasonably possible, several Audit requests carried out on behalf of different Authorized Affiliates in one single Audit.

10. EUROPEAN SPECIFIC PROVISIONS

10.1. **Data Protection Impact Assessment.** Upon Customer's request, MoEngage shall provide Customer with reasonable cooperation and assistance needed to fulfill Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to MoEngage. MoEngage shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority (as defined in the GDPR) in the performance of its tasks relating to this Section 10.1 of this DPA, to the extent required under the GDPR.

10.2. **Infringing instructions.** MoEngage shall immediately inform the Customer if, in its opinion, an instruction infringes GDPR.

10.3. **Transfer mechanism(s) for data transfers.** As of the Effective Date of this DPA, with regard to any transfers of Personal Data under this DPA from the European Union, Switzerland, the European Economic Area and/or their member states and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations, MoEngage makes

available the following transfer mechanism(s) which shall apply, in the order of precedence as set out below, if applicable:

10.3.1. The Standard Contractual Clauses, in accordance with the following terms:

10.3.1.1. For purposes of the SCC, when and as applicable, Customer and any applicable Authorized Affiliates are each the data exporter, and Customer's signing of this DPA or an Agreement referencing this DPA, or a Customer's Affiliate signing an Order Form under an Agreement referencing this DPA, shall be treated as signing of the SCC and their appendices. MoEngage's signature of this DPA or an Agreement referencing this DPA shall be treated as signing of the SCC and their appendices Details required under the SCC's Appendix 1 are available in Schedule 3 to this DPA and under the SCC's Appendix 2 are outlined in Schedule 1 to this DPA. In the event of any conflict or inconsistency between this DPA and the SCC, the SCC shall prevail.

10.3.1.2. Section 6 of this DPA represents Customer's express consent regarding existing and new Sub-processors under Clause 5(h) of the SCC. Copies of the Sub-processor agreements that must be provided by MoEngage to Customer pursuant to Clause 5(j) of the SCC may have all commercial information, or clauses unrelated to the SCC or their equivalent, removed by MoEngage beforehand; such copies will only be provided by MoEngage upon request by Customer.

10.3.1.3. Audits pursuant to Clause 5(f) and Clause 12(2) of the SCC shall be carried out in accordance with Section 6.3 of this DPA.

10.3.1.4. The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the SCC shall only be provided by MoEngage to Customer upon Customer's request.

11. CALIFORNIA PRIVACY RIGHTS ACT (CPRA)

The CPRA replaces the CCPA, amends the terms and forms part of the Agreement governing the Customer's use of the MoEngage services. The CPRA terms shall apply to "Personal Information" of a "Consumer" as those terms are defined under the California Privacy Rights Act of 2020 ("CPRA"), that MoEngage processes in the course of providing Customer the Services under the Agreement**.**

11.1. Data Processing

11.1.1. Customer's Role. The Customer is a business (as such term is defined under the CPRA), and the Customer determines the purpose and means of processing Customer Data. Customer will provide Customer Personal Data to MoEngage solely for the purpose of MoEngage performing the services.

11.1.2. MoEngage's Role. MoEngage is a Service Provider (as such term is defined under the CPRA), and as such MoEngage shall provide the Services and process any Customer Personal Data in accordance with the Agreement. MoEngage may not retain, use, or disclose Customer Personal Data for any other purpose other than for providing the services and in performance of the Agreement.

11.1.3. Data Processing, Transfers and Sales. MoEngage will process Customer Personal Data only as necessary to perform the services, and will not, under any circumstances, collect, combine, share, use, retain, access, share, transfer, or otherwise process Customer Personal Data for any purpose not related to providing such services. MoEngage will refrain from taking any action that would cause any transfers of Customer Personal Data to or from MoEngage to qualify as "selling personal information" as that term is defined under the CPRA.

11.1.4. Sub-Processors. Notwithstanding the restrictions in Section 11.2.3, Customer agrees that MoEngage may engage other Service Providers (as defined under the CPRA), to assist in providing the services to

Customer ("Sub-Processors"). A list of MoEngage's Sub-processors can be found here, provided always that such engagement shall be subject to a written contract binding each such Sub- Processors to terms no less onerous than those contained within this DPA. MoEngage shall be responsible for all acts or omissions of its Sub- Processors as if they were the acts or omissions of MoEngage.

11.1.5. Security. MoEngage will use commercially reasonable security procedures that are reasonably designed to maintain an industry-standard level of security, prevent unauthorized access to and/or disclosure of Customer Personal Data. An outline of MoEngage's minimum security standards can be found at the 'Schedule 1' of this DPA.

11.1.6. Retention. MoEngage will retain end user's/consumers Personal Data only for as long as the Customer deems it necessary for the permitted purpose, or as required by applicable laws. At the termination of this DPA, or upon Customer's written request, MoEngage will either destroy or return Customer Personal Data to the Customer, unless legal obligations require storage of the Customer Personal Data.

11.1.7. Customer Rights Requests. MoEngage provides Customer with APIs to enable Customer to respond to an End User's Rights' requests to exercise their rights under the Data Protection Laws. To the extent Customer is unable to respond to Data Subject's request using these APIs, MoEngage will provide reasonable assistance to the Customer in responding to the request.

11.1.8. Assistance with End User's Rights Requests. If MoEngage, directly or indirectly, receives a request submitted by a End User to exercise a right it has under the CPRA in relation to that End User's Customer Personal Data, it will provide a copy of the request to the Customer. The Customer will be responsible for handling and communicating with End Users in relation to such requests.

11.2. **Assessments & Third-Party Certifications**

11.2.1. Impact Assessment Assistance. Taking into account the nature of the Processing and the information available, MoEngage will provide assistance to Customer in complying with its obligations under Applicable Law (inclusive) (which address obligations with regard to security, breach notifications, data risk assessments, and prior consultation).

11.2.2. Certification/SOC Report. In addition to the information contained in this DPA, upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, MoEngage will make available the following documents and information regarding the System and Organization Controls (SOC) 2 Report (or the reports or other documentation describing the controls implemented by MoEngage that replace or are substantially equivalent to the SOC 2), so that Customer can reasonably verify MoEngage's compliance with its obligations under this DPA.

11.2.3. If Customer has reasonable cause to suspect that MoEngage is not providing the platform in a manner consistent with CPRA and allowing unauthorized use of personal information, Customer may (i) submit an inquiry to privacy@moengage.com, (ii) cease use of their license until they are able to confirm MoEngage's compliance, or (iii) with evidence of non-compliance of CPRA terminate the Agreement between the parties. MoEngage will provide notice if it believes it can no longer meet its obligations under the CPRA.

12. RETENTION OF CUSTOMER DATA

During the Term of the DPA, and subject to MoEngage's retention obligations under applicable laws, including Data Protection Laws, MoEngage shall adhere to Customer's instructions with regard to retention (including, without limitation, deletion) of Customer Data Processed pursuant to the DPA. Further, and subject to MoEngage's retention obligations under applicable laws, including Data Protection Laws, MoEngage shall, and shall cause its Subcontractors to, immediately securely destroy (by making unreadable, unreconstructable, and

indecipherable) any or all Customer Data upon the earlier to occur of the following: (a) termination or expiration of the DPA or any applicable order form; or (b) cessation of MoEngage's need to retain such Customer Data to perform the Services. If Customer requests return or transfer of all or a portion of such Customer Data prior to the destruction described above, MoEngage shall promptly return to Customer all such Customer Data, through a secure method designated by Customer, or shall promptly transfer such Customer Data to Customer's designee, in accordance with the instructions of, and using the secure method prescribed by, Customer, following Customer's written demand therefore. In either event, MoEngage shall promptly provide Customer with a certification by an officer of MoEngage that all Customer Data has been removed from MoEngage's and any Subcontractor's possession and/or control.

13. **GOVERNING LAW & SETTLEMENT OF DISPUTES**

Without prejudice to the Standard Contractual clauses:

13.1. The Parties to this Agreement hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Agreement, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

13.2. This Agreement and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

13.3. Any dispute arising between the parties hereto in respect of the interpretation of this DPA and the performance of obligations hereunder shall be settled amicably by mutual consultations as far as practicable. In the event a claim, controversy or dispute between the parties arises out of or in connection with this DPA or the transactions and business contemplated hereby, including the validity, construction or enforcement thereof, whether by way of contractual breach, tort or quasi-delict, the parties agree that the matter will be referred to an independent mediator mutually agreed upon by the parties. Where the parties cannot agree on a mediator, the parties agree to submit the dispute to either ad hoc or institutional arbitration, the choice of venue, law and rules of procedure of which shall be mutually agreed upon. All dispute resolution proceedings and records shall be in English. Issuance of an arbitration demand shall suspend the effect of any default entailed by such claim, controversy or dispute and any judicial or administrative proceedings instituted in connection therewith, for the duration of the arbitration proceedings.

13.4. The parties agree to participate in good faith in any mediation or arbitration begun under this paragraph. Any mediation or arbitral award shall be binding upon the parties, and shall be final and unappealable except on grounds provided under the applicable Alternative Dispute Resolution and Arbitration Laws, Rules and Procedures.

13.5. It is understood that where the parties have mutually agreed upon a mode of dispute resolution, the same shall be the exclusive remedy in the event such mode of dispute resolution is agreed upon, except that parties shall be entitled to obtain equitable relief, such as injunctive relief, from any court of competent jurisdiction in order to protect its rights while such proceeding is pending or in support of any award made pursuant to such arbitration.

List of Schedules:

Annex 1: Standard Contractual Clauses
Schedule 1: Technical and organizational measures to ensure the security of the data, privacy and architecture
Schedule 2: Details of the Processing
Annex I.A to Standard Contractual Clauses:
Annex I.B to Standard Contractual Clauses
Annex I.C to Standard Contractual Clauses

The Parties' authorized signatories have duly executed this Agreement

MoEngage, Inc.:	
Signature:	Signature:
Name: I V Narasimha Reddy	Name:
Title: CFO	Title:
Email: narasimha@moengage.com	Email:
Date:	Date:

ANNEX 1

STANDARD CONTRACTUAL CLAUSES

The updated Standard Contractual Clauses can be found here.

SCHEDULE 1

TECHNICAL AND ORGANISATIONAL MEASURES

The updated technical and organizational measures to ensure the security of the data, privacy, and architecture can be found here.

SCHEDULE 2

DETAILS OF THE PROCESSING

Nature and Purpose of Processing
MoEngage will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services.

Duration of Processing
MoEngage will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects
Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, Personal Data relating to the following categories of Data Subjects:

1.
2.
3.

Type of Personal Data
Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

1.
2.
3.

Annex I.A to Standard Contractual Clauses

A. LIST OF PARTIES

Data Exporter(s):

1. Name: …

Address: …

Contact person's name

Position and contact details:

Activities relevant to the data transferred under these Clauses:

Signature and date: …

Role (controller/processor): … Controller

2.**Data Importer(s):**

1. Name: MoEngage Inc

Address: 315 Montgomery Street, 10th floor, San Francisco, 94104, USA

Contact person's name, position and contact details: Yashwanth Kumar, dpo@moengage.com

Activities relevant to the data transferred under these Clauses: …

Signature and date: …

Role…Processor

Annex I. B. to Standard Contractual Clauses

Data Exporter

The data exporter is the Customer or a Customer Authorized Affiliate, i.e., a company that wishes to manage its customer engagement via the MoEngage Services.

Data Importer

The Data Importer is MoEngage, a company which processes Personal Data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data Subjects

The personal data transferred concern the following categories of data subjects:

The data subjects listed above in Schedule 2 "Categories of Data Subjects", in particular the data exporter's Users of the MoEngage Services and End-Users.

Categories of data

The personal data transferred concerns the following categories of data:

Event data, application data, email address, location data, application settings and preferences, campaign data, connections with social networks or other platforms, and device data.

Special categories of data (if appropriate)

The personal data transferred concerns the following special categories of data:

Processing operations

The personal data transferred will be subject to the following basic processing activities:

The Personal Data transferred is stored by the data importer and accessible by the data exporter within a web interface to enable the data exporter to segment their user audience and create targeted multi-channel messaging.

Annex I. C to Standard Contractual Clauses

Competent Supervisory Authority

Data Protection Commission, Ireland