

Data Processing Addendum

This Data Processing Addendum ("DPA") forms part of the Master Services Agreement or Terms of Use available at <https://www.plivo.com/tos/> or such other location as the Terms of Use may be posted from time to time (as applicable, the "Agreement"), entered into by and between the Customer and Plivo, Inc. ("Plivo"), pursuant to which Customer has accessed the Plivo Services as defined in the applicable Agreement. The purpose of this DPA is to reflect the parties' agreement with regard to the processing of personal data in accordance with the requirements of Data Protection Legislation as defined below.

In the course of providing Services, Plivo may process personal data on behalf of Customer. Plivo agrees to comply with the following provisions with respect to any personal data submitted by or for Customer to the Services or collected and processed by or for Customer through the Services. Any capitalized but undefined terms herein will have the meaning set forth in the Agreement.

Data Processing Terms

In this DPA, "Data Protection Legislation" means European Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/136/EC) and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation (Regulation (EU) 2016/679)), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

Definitions. Herein, "data controller", "data processor", "data subject", "personal data", "processing", and "appropriate technical and organizational measures" will be interpreted in accordance with applicable Data Protection Legislation.

The parties agree that Customer is the data controller and that Plivo is a data processor in relation to personal data that is processed in the course of providing the Services. Customer will use commercially reasonable efforts to comply at all times with Data Protection Legislation in respect of all personal data Customer provides to Plivo pursuant to the Agreement.

The subject-matter of the data processing covered by this DPA is the Services ordered by Customer either through the Plivo Cloud or as additionally described in the Agreement or this DPA. The processing will be carried out until termination of the Services. Further details of the nature of intended data processing activities are set out in Annex 1 hereto.

In respect of personal data processed in the course of providing the Services, Plivo:

1. will process the personal data only in accordance with the documented instructions from Customer (as set out in this DPA or the Agreement or as otherwise notified by Customer to Plivo in writing from time to time). If Plivo is required to process the personal data for any other purpose provided by applicable law to which it is subject, Plivo will use commercially reasonable efforts to inform Customer of such requirement prior to the processing unless otherwise prohibited by law;

2. will notify Customer if, in Plivo's opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation;

3. will implement and maintain reasonable and appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure;

4. may contract with service providers to provide limited services on its behalf, provided that Plivo complies with the provisions of this Clause. Any such subcontractors will be permitted to process personal data only to deliver the services Plivo has retained them to provide, and they will be prohibited from using personal data for any other purpose. Plivo remains responsible for its subcontractors' compliance with the obligations of this DPA. Any subcontractors to whom Plivo transfers personal data will have entered into written agreements with Plivo requiring that the subcontractor abide by terms substantially similar to this DPA. A list of subcontractors is available to the Customer at <https://www.plivo.com/gdpr/subprocessors/>. If Customer requires prior notification of any updates to the list of subprocessors, Customer can request such notification in writing by emailing privacy@plivo.com Plivo will update the list within thirty (30) days of any such notification if Customer does not legitimately object within that timeframe. Customer may object to any new subprocessor engagement by terminating this Agreement immediately upon written notice to Plivo, subject to the condition that Customer provide such notice within ninety (90) days of Plivo's notification of such subprocessor engagement. This termination right will be Customer's sole and exclusive remedy associated to such Customer objection as described in this Section 4.

5. will ensure that all Plivo personnel required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations sets out in this Clause;

6. may assist Customer, at Customer's request and cost (and insofar as is commercially reasonable), by implementing appropriate and reasonable technical and organizational measures to assist with the Customer's obligation to respond to requests from data subjects under Data Protection Legislation (including requests for information relating to the

processing, and requests relating to access, rectification, erasure or portability of the personal data) provided that Plivo reserves the right to reimbursement from Customer for the reasonable cost of any time, expenditures or fees incurred in connection with such assistance;

7. when the General Data Protection Regulation (Regulation (EU) 2016/679) comes into effect, will take reasonable steps at the Customer's request and cost to assist Customer in meeting Customer's obligations under Article 32 to 36 of that regulation taking into account the nature of the processing under this DPA, provided that Plivo reserves the right to reimbursement from Customer for the reasonable cost of any time, expenditures or fees incurred in connection with such assistance;

8. will securely destroy or return such personal data to Customer upon termination of the Services, upon Customer's request;

9. will, to the extent required by applicable Data Protection Legislation, allow Customer and its respective auditors or authorized agents to conduct reasonable audits or inspections during the term of the Agreement, which will include providing reasonable access to the premises, resources and personnel used by Plivo in connection with the provision of the Services, and provide all reasonable assistance in order to assist Customer in exercising its audit rights under this Clause. Notwithstanding the foregoing, such audit will consist solely of: (i) the provision by Plivo of written information (including, without limitation, questionnaires and information about security policies) that may include information relating to subcontractors; and (ii) interviews with Plivo's IT personnel. Such audit may be carried out by Customer or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality. Access to Plivo's IT system, data hosting sites or centers, or infrastructure may be restricted;

10. will, if Plivo becomes aware of any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data that is processed by Plivo in the course of providing the Services (an "Incident") under the Agreement, it will notify Customer and provide Customer reasonable assistance to remedy or mitigate the effects of the Incident;

11. Plivo will provide information reasonably requested by Customer to demonstrate compliance with the obligations set out in this DPA.

Annex 1

Details of the Data Processing

Plivo will process information to provide the Services pursuant to the Agreement. Plivo will process information sent by Customer's end users identified through Customer's implementation of the Services.

Types of Personal Data (may include)

- **Customer Account Data**
 - Personal data that relates to customer's relationship with Plivo, including contact names, individual names authorized by customer for account access and billing information, username, password, email address, IP address, Location, Country, Credit card information.

- **Customer Usage Data**
 - Interactions with end users via the communication platform, including phone number, date, time, duration and type of communication

Additional detail regarding what information Customer may send to Plivo can be found in the terms of the Agreement.

Categories of Data Subjects

Customer and end-users of the Customer's web and mobile applications.

Processing Activities

The provision of Services by Plivo to Customer. Such activities include:

- Personal data will be transferred from the Customer to Plivo for Plivo to provide a communication platform to facilitate interaction between the Customer and Customer's enduser.
- The Services will consist of providing a communication platform for the Customer to use in order to onboard, analyze and retain end-users and their use of Customer's services.
- Full details about the Plivo Services can be found at <https://www.plivo.com>

Plivo, Inc.**Customer**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____