DATA PROCESSING ADDENDUM

Last Updated: 23 February 2026

THIS **DATA PROCESSING ADDENDUM** ("**DPA**") is entered into as of the Addendum Effective Date by and between: (1) Pendo.io, Inc., a Delaware corporation with its principal business address at 301 Hillsborough Street, Suite 1900, Raleigh, NC 27603 ("**Pendo**"); and (2) the entity or other person who is a counterparty to the Agreement (as defined below) into which this DPA is incorporated and forms a part ("**Customer**"), together the "**Parties**" and each a "**Party**".

HOW AND WHEN THIS DPA APPLIES

- If and as provided for in the terms and conditions of the Agreement, this DPA is automatically incorporated into and forms a binding and effective part of that Agreement on and from the Addendum Effective Date.

- This DPA applies only if and to the extent Applicable Data Protection Laws govern Pendo's Processing of Customer Personal Data in performance of the Services as a 'processor', 'service provider' or similar role defined under Applicable Data Protection Laws.

- Accordingly, this DPA does not apply to Pendo's Processing of any Personal Data for its own business/customer relationship administration purposes, its own marketing or service analytics (e.g., involving data collected by Pendo relating to Customer's users' use of the Services), its own information and systems security purposes supporting the operation of the Services, nor its own legal, regulatory or compliance purposes.

1.   INTERPRETATION.

1.1   In this DPA the following terms shall have the meanings set out in this Section 1, unless expressly stated otherwise:

(a)   "**Addendum Effective Date**" means the effective date of the Agreement.

(b)   "**Agreement**" means (i) collectively, the Pendo Platform Terms of Service, together with any Service-Specific Terms, applicable Order Forms, SOWs, and any other terms, conditions, agreements, or policies that link to the Pendo Platform Terms of Service; or (ii) other customer agreement between Customer and Pendo under which Pendo has agreed to provide the Services to Customer entered into by and between the Parties.

(c)   "**Applicable Data Protection Laws**" means the privacy, data protection and data security laws and regulations of any jurisdiction applicable to the Processing of Customer Personal Data under the Agreement, including, without limitation, the FADP, the GDPR, the Singapore Personal Data Protection Act 2012 ("**PDPA**"), Australian Privacy Act 1988 (Cth) ("**APA**"), the Brazilian Personal Data Protection Law ("**LGPD**"), the Mexican Federal Law on the Protection of Personal Data of 6 July 2010 ("**PPD**"), the Argentinian Personal Data Protection Law ("**PDDL**"), the Hong Kong Personal Data (Privacy) Ordinance ("**PDO**"), the Act on the Protection of Personal Information of Japan ("**APPI**"), and State Privacy Laws, in each case as and where applicable, and as amended and supplemented from time-to-time.

(d)   "**Controller**" means the entity that, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

(e) "**Customer Personal Data**" means any Personal Data Processed by Pendo or its Sub-Processor at the instruction of Customer to perform the Services under the Agreement.

(f) "**Data Subject Request**" means the exercise by a Data Subject of its rights in accordance with Applicable Data Protection Laws in respect of Customer Personal Data and the Processing thereof.

(g) "**Data Subject**" means the identified or identifiable natural person to whom Customer Personal Data relates.

(h) "**EEA**" means the European Economic Area.

(i) "**FADP**" means the Swiss Federal Act on Data Protection, including any revisions thereof and its ordinances unless otherwise explicitly stated herein.

(j) "**FDPIC**" means the Swiss Federal Data Protection and Information Commissioner.

(k) "**GDPR**" means, as and where applicable to Processing concerned: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**EU GDPR**"); and/or (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (as amended, including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) ("**UK GDPR**"), including, in each case (i) and (ii) any applicable national implementing or supplementary legislation (e.g., the UK Data Protection Act 2018), and any successor, amendment or re-enactment, to or of the foregoing. References to "**Articles**" and "**Chapters**" of, and other relevant defined terms in, the GDPR shall be construed accordingly.

(l) "**Personal Data**" means Customer Content that constitutes "personal data," "personal information," "personally identifiable information," or similar term defined in Applicable Data Protection Laws.

(m) "**Personal Data Breach**" means an actual breach of Pendo's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data in Pendo's possession, custody or control. For clarity, Personal Data Breach does not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data (such as unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked systems).

(n) "**Personnel**" means a person's employees, agents, consultants, contractors, or other staff.

(o) "**Process**" and inflection thereof means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(p) "**Processor**" means the entity that Processes Personal Data on behalf of the Controller.

(q) "**Restricted Transfer**" means the disclosure, grant of access or other transfer of Customer Personal Data to any person located in: (i) in the context of the EEA, any country or territory outside the EEA which does not benefit from an adequacy decision from the European Commission (an "**EU Restricted Transfer**"); (ii) in the context of a country outside of the EEA, UK, or Switzerland, any country or territory outside of that country ("**Global Restricted Transfer**"); (iii) in the context of the UK, any country or territory outside the UK, which does not benefit from an adequacy decision from the UK Government (a "**UK Restricted Transfer**"); and (iv) in the context of Switzerland, a country or territory outside of Switzerland which does not benefit from an adequacy decision from the Swiss Government (a "**Swiss Restricted Transfer**"), which would be prohibited without a legal basis under Chapter V of the GDPR, the equivalent provisions of the FADP, or other Applicable Data Protection Laws (as applicable).

(r) "**SCCs**" means the standard contractual clauses approved by the European Commission pursuant to implementing Decision (EU) 2021/914.

(s) "**Security Exhibit**" means the then-current Pendo Security Exhibit, which is incorporated by reference into this Addendum and available at https://www.pendo.io/contract-center/.

(t) "**Services**" means those services and activities to be supplied to or carried out by or on behalf of Pendo for Customer pursuant to the Agreement.

(u) "**State Privacy Laws**" means, collectively, the comprehensive US state-specific data privacy laws as and to the extent applicable to Pendo's Processing of Customer Personal Data under the Agreement, including, as applicable, the California Consumer Privacy Act of 2018 ("**CCPA**").

(v) "**Sub-Processor**" means any third party appointed by or on behalf of Pendo to Process Customer Personal Data.

(w) "**Supervisory Authority**" means any entity with the authority to enforce Applicable Data Protection Laws, including, (i) in the context of the EEA and the EU GDPR, shall have the meaning given to that term in the EU GDPR; and (ii) in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office.

(x) "**UK Transfer Addendum**" means the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the Mandatory Clauses included in Part 2 thereof (the "**Mandatory Clauses").**

1.2 Unless otherwise defined in this DPA, all capitalized terms in this DPA shall have the meaning given to them in the Agreement.

2. SCOPE OF THIS DATA PROCESSING ADDENDUM.

2.1 The body of this DPA applies generally to Pendo's Processing of Customer Personal Data under the Agreement.

2.2 Annex 2 (European Annex) to this DPA applies only if and to the extent Pendo's Processing of Customer Personal Data under the Agreement is subject to the GDPR and/or the FADP (as applicable).

2.3   Annex 3 (State Privacy Laws Annex) to this DPA applies only if and to the extent Pendo's Processing of Customer Personal Data under the Agreement is subject to the State Privacy Laws.

2.4   Annex 4 (Australia Privacy Act Annex) to this DPA applies only if and to the extent Pendo's Processing of Customer Personal Data under the Agreement is subject to the APA.

2.5   Annex 5 (Japan Privacy Law Annex) to this DPA applies only if and to the extent Pendo's Processing of Customer Personal Data under the Agreement is subject to the APPI.

3.   PROCESSING OF CUSTOMER PERSONAL DATA.

3.1   Pendo shall not Process Customer Personal Data other than on Customer's instructions or as required by applicable laws.

3.2   Customer instructs Pendo to Process Customer Personal Data to perform its obligations and exercise its rights under and in accordance with the Agreement.

3.3   The Parties acknowledge and agree that the details of Pendo's Processing of Customer Personal Data (including the respective roles of the Parties relating to such Processing) are as described in Annex 1 (Data Processing Details) to the DPA.

4.   PENDO PERSONNEL. Pendo shall take commercially reasonable steps to ascertain the reliability of any Pendo Personnel who Process Customer Personal Data and shall impose confidentiality obligations on all Pendo Personnel who Process Customer Personal Data that are not subject to professional or statutory obligations of confidentiality.

5.   SECURITY.

5.1   Pendo shall implement and maintain appropriate technical and organisational measures designed to protect Customer Personal Data against accidental or unlawful loss, and against unauthorized access, use, alteration, or disclosure, as further described in the Security Exhibit.

5.2   Pendo may update the Security Measures from time to time, provided the updated measures do not materially decrease the overall protection of Customer Personal Data.

6.   SUB-PROCESSING.

6.1   Customer generally authorizes Pendo to appoint Sub-Processors and Affiliates in accordance with this Section 6.

6.2   Pendo may continue to use those Sub-Processors already engaged by Pendo as at the date of this DPA as those Sub-Processors are shown, together with their respective functions and locations, at https://www.pendo.io/legal/authorized-subprocessors/ (or such other website address as Pendo may provide to Customer) as may be updated from-to-time (the "**Sub-Processor Site**").

6.3   Pendo shall give Customer prior written notice of the appointment of any proposed Sub-Processor, including reasonable details of the Processing to be undertaken by the Sub-Processor, by updating the Sub-Processor Site and providing a means by which Customer may subscribe to receive notice of such updates (or otherwise providing written notice to Customer). Customer agrees that Customer is solely responsible for ensuring that it subscribes to such updates, and it shall do so. If, within thirty (30) days of

receipt of that notice, Customer notifies Pendo in writing of any objections (on reasonable grounds) to the proposed appointment:

(a) Pendo shall use reasonable efforts to make available a commercially reasonable change in the provision of the Services, which avoids the use of that proposed Sub-Processor; and

(b) where: (i) such a change cannot be made within thirty (30) days from Pendo's receipt of Customer's notice; (ii) no commercially reasonable change is available; and/or (iii) Customer declines to bear the cost of the proposed change, then either Party may, by written notice to the other Party, with immediate effect terminate the affected Services that require the use of the proposed Sub-Processor, as its sole and exclusive remedy.

6.4 If Customer does not object to Pendo's appointment of a Sub-Processor during the objection period referred to in Section 6.3, Customer shall be deemed to have approved the engagement and ongoing use of that Sub-Processor.

6.5 With respect to each Sub-Processor, Pendo shall maintain a written contract between Pendo and the Sub-Processor that includes terms which offer a level of protection for Customer Personal Data substantially similar to those set out in this DPA (including the Security Exhibit). Pendo shall remain liable for any breach of this DPA caused by a Sub-Processor to the same extent as Pendo would have been had Pendo performed the Processing itself.

7. DATA SUBJECT RIGHTS.

7.1 Pendo shall provide Customer with reasonably necessary and technically feasible assistance to help Customer fulfil its obligations to respond to Data Subject Requests, with respect to the nature of the Processing of Customer Personal Data. If Pendo receives a Data Subject Request directly, Customer will be responsible for responding to such request, with Pendo providing reasonable assistance as set forth in Section 7.2 below.

7.2 Pendo shall:

(a) promptly notify Customer if it receives a Data Subject Request; and

(b) not respond to any Data Subject Request, other than to advise the Data Subject to submit the request to Customer, except on the written instructions of Customer or as required by Applicable Data Protection Laws.

7.3 Except to the extent prohibited by applicable law, Customer shall be responsible for costs associated with Pendo's assistance under this Section 7 that is beyond the functionality available to Customer through the Services to respond to Data Subject Requests. Such costs shall be charged at Pendo's then-current professional services rates, and Customer shall reimburse Pendo for any such costs incurred upon demand.

8. GLOBAL RESTRICTED TRANSFERS.

8.1 To the extent that any Processing of Customer Personal Data under this DPA involves a Global Restricted Transfer, the Parties agree that:

(a) the SCCs shall be deemed automatically varied to replace references to the "European Union", the "Union", "EU Member States" and "EU data protection laws"

(including references to the EU GDPR) with corresponding references to the jurisdiction of the relevant data exporter and the Applicable Data Protection Laws of that jurisdiction, solely to the extent necessary to lawfully effect such Global Restricted Transfer; and

(b) subject to Section 8.1(a), the SCCs (as so varied) shall apply to such Global Restricted Transfers and shall be deemed entered into by the Parties and incorporated by reference into this DPA.

8.2 In the event of any conflict or inconsistency between the SCCs (as applied pursuant to Section 8.1) and the terms of this DPA in respect of any Global Restricted Transfer, the SCCs shall prevail and govern to the extent of such conflict or inconsistency in relation to the relevant Global Restricted Transfer.

9. PERSONAL DATA BREACH.

Breach notification and assistance

9.1 Pendo shall notify Customer without undue delay upon Pendo's discovering a Personal Data Breach affecting Customer Personal Data. Pendo shall provide Customer with information (insofar as such information is within Pendo's possession and knowledge and does not otherwise compromise the security of any Personal Data Processed by Pendo) designed to allow Customer to meet its obligations under the Applicable Data Protection Laws to report the Personal Data Breach. Pendo's notification of or response to a Personal Data Breach shall not be construed as Pendo's acknowledgement of any fault or liability with respect to the Personal Data Breach.

9.2 Pendo shall reasonably co-operate with Customer and take such commercially reasonable steps as may be directed by Customer to assist in the investigation of any such Personal Data Breach.

9.3 Customer is solely responsible for complying with notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Personal Data Breaches.

Notification to Pendo

9.4 If Customer determines that a Personal Data Breach must be notified to any Supervisory Authority, any Data Subject(s), the public or others under Applicable Data Protection Laws, to the extent such notice directly or indirectly refers to or identifies Pendo, where permitted by applicable laws, Customer agrees to:

(a) notify Pendo in advance; and

(b) in good faith, consult with Pendo and consider any clarifications or corrections Pendo may reasonably recommend or request to any such notification, which: (i) relate to Pendo's involvement in or relevance to such Personal Data Breach; and (ii) are consistent with applicable laws.

10. RETURN AND DELETION.

10.1 Subject to Sections 10.2 and 10.3, upon the date of cessation of any Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), Pendo shall promptly cease all Processing of Customer Personal Data for any purpose other than for storage or as otherwise permitted or required under this DPA.

10.2   Subject to Sections 10.4 and 10.5, to the extent technically possible, on written request to Pendo (to be made no later than thirty (30) days after the Cessation Date ("**Data Retrievability Period**"), Pendo shall within thirty (30) days of such request:

(a)   return a complete copy of all Customer Personal Data within Pendo's possession to Customer by secure file transfer, promptly following which Pendo shall delete or irreversibly anonymize all other copies of such Customer Personal Data; or

(b)   either (at its option) delete or irreversibly anonymize all Customer Personal Data within Pendo's possession.

10.3   In the event that during the Data Retrievability Period, Customer does not instruct Pendo in writing to either delete or return Customer Personal Data pursuant to Section 10.2, Pendo shall promptly after the expiry of the Data Retrievability Period either (at its option) delete; or irreversibly render anonymous, all Customer Personal Data then within Pendo's possession to the fullest extent technically possible in the circumstances.

10.4   To the extent that deletion of any Customer Personal Data contained in any back-ups' maintained by or on behalf of Pendo is not technically feasible within the timeframe set out in Customer's instructions, Pendo shall:

(a)   securely delete such Customer Personal Data in accordance with any relevant scheduled back-up deletion routines (e.g., those contained within Pendo's relevant business continuity and disaster recovery procedures); and

(b)   pending such deletion, put such Customer Personal Data beyond use.

10.5   Pendo may retain Customer Personal Data where permitted or required by applicable law, for such period as may be required by such applicable law, provided that Pendo shall:

(a)   maintain the confidentiality of all such Customer Personal Data; and

(b)   Process the Customer Personal Data only as necessary for the purpose(s) specified in the applicable law permitting or requiring such retention.

11.   AUDIT RIGHTS.

11.1   Pendo shall make available to Customer on request, such information as Pendo, acting reasonably, considers appropriate in the circumstances to demonstrate its compliance with this DPA and Applicable Data Protection Laws.

11.2   Subject to Sections 11.3 to 11.8, in the event that Customer, acting reasonably, is able to provide documentary evidence that the information made available by Pendo pursuant to Section 11.1 is not sufficient in the circumstances to demonstrate Pendo's compliance with this DPA, Pendo shall allow for and contribute to audits, including on-premise inspections, by Customer or an auditor mandated by Customer in relation to the Processing of Customer Personal Data by Pendo.

11.3   Customer shall give Pendo reasonable notice of any audit or inspection to be conducted under Section 11.2 (which shall in no event be less than fourteen (14) days' notice) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing any destruction, damage, injury or disruption to Pendo's premises, equipment, Personnel, data, and business (including any interference with the

confidentiality or security of the data of Pendo's other customers or the availability of Pendo's services to such other customers).

11.4   Prior to conducting any audit, Customer must submit a detailed proposed audit plan providing for the confidential treatment of all information exchanged in connection with the audit and any reports regarding the results or findings thereof. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Pendo will review the proposed audit plan and provide Customer with any concerns or questions (for example, any request for information that could compromise Pendo security, privacy, employment or other relevant policies). Pendo will work cooperatively with Customer to agree on a final audit plan.

11.5   If the controls or measures to be assessed in the requested audit are addressed in a SOC 2 Type 2, ISO, NIST or similar audit report performed by a qualified third-party auditor within twelve (12) months of Customer's audit request ("**Audit Report**") and Pendo has confirmed in writing that there are no known material changes in the controls audited and covered by such Audit Report(s), Customer agrees to accept provision of such Audit Report(s) in lieu of requesting an audit of such controls or measures.

11.6   Pendo need not give access to its premises for the purposes of such an audit or inspection:

(a)   where an Audit Report is accepted in lieu of such controls or measures in accordance with Section 11.5;

(b)   to any individual unless they produce reasonable evidence of their identity;

(c)   to any auditor whom Pendo has not approved in advance (acting reasonably);

(d)   to any individual who has not entered into a non-disclosure agreement with Pendo on terms acceptable to Pendo;

(e)   outside normal business hours at those premises; or

(f)   on more than one occasion in any calendar year during the term of the Agreement, except for any audits or inspections which Customer is required to carry out under Applicable Data Protection Laws or by a Supervisory Authority.

11.7   Nothing in this DPA shall require Pendo to furnish more information about its Sub-Processors in connection with such audits than such Sub-Processors make generally available to their customers.

11.8   Nothing in this Section 11 shall be construed to obligate Pendo to breach any duty of confidentiality.

11.9   Except to the extent prohibited by applicable law, Customer shall be fully responsible for all time spent by Pendo (at Pendo's then-current professional services rates) in Pendo's provision of any cooperation and assistance provided to Customer under this Section 11 (excluding any costs incurred in the procurement, preparation or delivery of Audit Reports to Customer pursuant to Section 11.5), and shall on demand reimburse Pendo any such costs incurred by Pendo.

12.   CUSTOMER'S RESPONSIBILITIES.

12.1   Customer agrees that, without limiting Pendo's obligations under Section 5 (Security), Customer is solely responsible for its use of the Services, including (a) making

appropriate use of the Services to maintain 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; (c) securing Customer's systems and devices that Pendo uses to provide the Services; and (d) backing up Customer Personal Data.

12.2   Customer shall ensure:

(a)   that there is, and will be throughout the term of the Agreement, a valid legal basis for the Processing by Pendo of Customer Personal Data in accordance with this DPA and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing) for the purposes of all Applicable Data Protection Laws (including Article 6, Article 9(2) and/or Article 10 of the GDPR (where applicable)); and

(b)   that all Data Subjects have (i) been presented with all required notices and statements (including in the context of Customer Components and as required by Article 12-14 of the GDPR (where applicable)); and (ii) provided all required consents, in each case (i) and (ii) relating to the Processing by Pendo of Customer Personal Data.

12.3   Customer agrees that the Service, the Security Exhibit, and Pendo's commitments under this DPA are adequate to meet Customer's needs, including with respect to any security obligations of Customer under Applicable Data Protection Laws, and provide a level of security appropriate to the risk in respect of the Customer Personal Data.

12.4   Except as otherwise explicitly permitted by the Agreement, Customer shall not provide or otherwise make available to Pendo any Customer Personal Data that consists of racial, ethnic or national origin; religious or philosophical beliefs; political opinions; protected health information subject to the Health Insurance Portability and Accountability Act ("**HIPAA**"); other mental or physical health condition, diagnosis, history, treatment or other health data; health insurance information; pregnancy; sex life, sexuality or sexual orientation; status as transgender or non-binary; citizenship or immigration status; union membership; status as a victim of crime; genetic, biometric, neural or biological data; personal information of children or teens; precise location information; Social Security number; driver's license number; state identification card number; passport number; other government-issued identification numbers; account login information; financial information or account number; tax return data; contents of a communication to which you were not a party; or any "bulk U.S. sensitive personal data" or "government-related data," in each case as defined in the U.S. Department of Justice's Final Rule on Prohibition on Bulk Data Transfers to Foreign Adversaries (28 C.F.R. Part 202), as amended, or any successor or similar rule, law, or regulation (collectively, "**Restricted Data**").

13.   **LIABILITY.** The total aggregate liability of either Party towards the other Party, howsoever arising, under or in connection with this DPA and the SCCs (if and as they apply) will under no circumstances exceed any limitations or caps on, and shall be subject to any exclusions of, liability and loss agreed by the Parties in the Agreement, **provided that**, nothing in this Section 13 will affect any person's liability to Data Subjects under the third-party beneficiary provisions of the SCCs (if and as they apply).

14. **CHANGE IN LAWS.** Pendo may on notice vary this DPA to the extent that (acting reasonably) it considers necessary to address the requirements of Applicable Data Protection Laws from time to time, including by varying or replacing the SCCs in the manner described in Section 3.5 of Annex 2 (European Annex).

15. **PRECEDENCE.** In the event of any conflict or inconsistency between:

(a) this DPA and the Agreement, this DPA shall prevail; or

(b) any SCCs entered into pursuant to Section 3 of Annex 2 (European Annex) and this DPA and/or the Agreement, the SCCs shall prevail in respect of the Restricted Transfer to which they apply.

Annex 1
Data Processing Details

PENDO / 'DATA IMPORTER' DETAILS

Name:	Pendo.io, Inc., a Delaware corporation
Address:	As set out in the preamble to the DPA
Contact Details for Data Protection:	privacy@pendo.io
Pendo Activities:	Pendo provides software experience management platform services, including: (i) collection and analysis of user interaction data from Customer's digital products; (ii) generation of analytics, insights, and reporting on user behavior and product usage; (iii) delivery of in-app messaging, guidance, and user engagement tools; and (iv) provision of dashboards and administrative tools for Customer's management of the Services.
Role:	Processor

CUSTOMER / 'DATA EXPORTER' DETAILS

Name:	The entity or other person who is a counterparty to the Agreement
Address:	As set out in the Order Form(s)
Contact Details for Data Protection:	Customer's contact details are: ● as set out in the Order Form(s); or ● if the Order Form(s) do not include the contact details, Customer's contact details submitted by Customer and associated with Customer's account for the Services
Customer Activities:	Customer's activities relevant to this DPA are the use and receipt of the Services under and in accordance with, and for the purposes anticipated and permitted in, the Agreement as part of its ongoing business operations
Role:	● Controller – in respect of any Processing of Customer Personal Data in respect of which Customer is a Controller in its own right; and ● Processor – in respect of any Processing of Customer Personal Data in respect of which Customer is itself acting as a Processor on behalf of any other person (including its affiliates if and where applicable).

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DETAILS OF PROCESSING

Categories of Data Subjects:	Relevant Data Subjects include any Data Subjects Customer causes Pendo to process as part of the provisions of the Service, including Customer's: ● personnel; and ● End Users, website visitors, and/or mobile app visitors. Each category includes current, past and prospective Data Subjects.
Categories of Personal Data:	Relevant Personal Data includes any Personal Data Customer causes Pendo to process as part of the provisions of the Service, which may include: ● **Personal details** – for example, any information that identifies the Data Subject and their personal characteristics, name, age, date of birth, sex, and physical description. ● **Location data** – for example, End Users' city, state, country, or geolocation. ● **Usage and interaction data** – for example, information relating to how End-Users access and use Customer's applications or services, such as pages or screens viewed, features used, clicks, scrolls, form inputs (excluding any fields Customer elects to exclude or mask), navigation paths, timestamps of activities, session duration, frequency of use, in-app guidance or message views, completion or dismissal of in-app guides, and other interaction events and analytics information generated by or through the Services. ● **Technological details** – for example, internet protocol (IP) addresses, unique identifiers and numbers (including unique identifier in tracking cookies or similar technology), pseudonymous identifiers, precise and imprecise location data, internet / application / program activity data, and device IDs and addresses. ● **Other data provided by Customer** – any other Personal Data that Customer submits to or makes available through the Services, or that is otherwise processed on Customer's behalf in connection with the performance of the Agreement, the extent of which is determined and controlled by Customer in its sole discretion.

Sensitive Categories of Data, and associated additional restrictions/safeguards:	Categories of sensitive data: None – as noted in Section 12.4 of the DPA, Customer agrees that Restricted Data, which includes 'sensitive data' (as defined in Clause 8.7 of the SCCs), must not be submitted to the Services. Additional safeguards for sensitive data: N/A
Frequency of transfer:	Ongoing – as initiated by Customer in and through its use, or use on its behalf, of the Services.
Nature of the Processing:	Processing operations required in order to provide the Services in accordance with the Agreement.
Purpose of the Processing:	Customer Personal Data will be processed: (i) as necessary to provide the Services as initiated by Customer in its use thereof, and (ii) to comply with any other reasonable instructions provided by Customer in accordance with the terms of this DPA.
Duration of Processing / Retention Period:	For the period determined in accordance with the Agreement and DPA, including Section 10 (Return and Deletion) of the DPA.
Transfers to (sub)processors:	Transfers to Sub-Processors are as, and for the purposes, described from time to time in the Sub-Processor Site.

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Annex 2

European Annex

1. PROCESSING OF CUSTOMER PERSONAL DATA.

1.1 Where Pendo receives an instruction from Customer that, in its reasonable opinion, infringes the GDPR, Pendo shall inform Customer.

1.2 Customer acknowledges and agrees that any instructions issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of Pendo pursuant to or in connection with the Agreement shall be in strict compliance with the GDPR and all other applicable laws.

2. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION.

2.1 Pendo, taking into account the nature of the Processing and the information available to Pendo, shall provide reasonable assistance to Customer, at Customer's cost, with any data protection impact assessments and prior consultations with Supervisory Authorities which Customer reasonably considers to be required of it by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by Pendo.

2.2 Except to the extent prohibited by applicable law, Customer shall be fully responsible for all time spent by Pendo (at Pendo's then-current professional services rates) in Pendo's provision of any cooperation and assistance provided to Customer under Section 2.1 of this Annex and shall on demand reimburse Pendo any such costs incurred by Pendo.

3. RESTRICTED TRANSFERS.

EU Restricted Transfers

3.1 To the extent that any Processing of Customer Personal Data under this DPA involves an EU Restricted Transfer from Customer to Pendo, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be:

(a) populated in accordance with Part 1 of Attachment 1 to Annex 2 (European Annex); and

(b) entered into by the Parties and incorporated by reference into this DPA.

UK Restricted Transfers

3.2 To the extent that any Processing of Customer Personal Data under this DPA involves a UK Restricted Transfer from Customer to Pendo, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be:

(a) varied to address the requirements of the UK GDPR in accordance with UK Transfer Addendum and populated in accordance with Part 2 of Attachment 1 to Annex 2 (European Annex); and

(b) entered into by the Parties and incorporated by reference into this DPA.

Swiss Restricted Transfers

3.3 To the extent that any Processing of Customer Personal Data under this DPA involves a Swiss Restricted Transfer from Customer to Pendo, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be:

(a) varied to address the requirements of the FADP in accordance with Section 3.4;

(b) populated in accordance with Part 1 of [Attachment 1 to Annex 2 (European Annex)](subject to any variations in Sections 3.3 and 3.4); and

(c) entered into by the Parties and incorporated by reference into this DPA.

3.4 Where relevant in accordance with Section 3.3, the SCCs shall be varied in relation to Swiss Restricted Transfers as follows:

(a) the FDPIC is the Supervisory Authority;

(b) the terms "General Data Protection Regulation," "Regulation (EU) 2016/679" and "GDPR" are replaced with the FADP; and

(c) references to the "Union", "EU" and "EU Member State" shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of exercising their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the SCCs.

Adoption of new transfer mechanism

3.5 Pendo may on notice vary this DPA and replace the relevant SCCs with:

(a) any new form of the relevant SCCs or any replacement therefor prepared and populated accordingly (e.g., standard data protection clauses adopted by the European Commission for use specifically in respect of transfers to data importers subject to Article 3(2) of the EU GDPR); or

(b) another transfer mechanism, other than the SCCs, that enables the lawful transfer of Customer Personal Data to Pendo under this DPA in compliance with Chapter V of the GDPR.

Provision of full-form SCCs

3.6 In respect of any given Restricted Transfer, if requested of Customer by a Supervisory Authority, Data Subject or further Controller (where applicable) – on specific written request (made to the contact details set out in [Annex 1 (Data Processing Details)](; accompanied by suitable supporting evidence of the relevant request), Pendo shall provide Customer with an executed version of the relevant set(s) of SCCs responsive to the request made of Customer (amended and populated in accordance with [Attachment 1 to Annex 2 (European Annex)](in respect of the relevant Restricted Transfer) for countersignature by Customer, onward provision to the relevant requestor and/or storage to evidence Customer's compliance with Applicable Data Protection Laws.

Operational clarifications

3.7 When complying with its transparency obligations under Clause 8.3 of the SCCs, Customer agrees that it shall not provide or otherwise make available, and shall take all appropriate steps to protect, Pendo's and its licensors' trade secrets, business secrets, confidential information and/or other commercially sensitive information.

3.8   Where applicable, for the purposes of Clause 10(a) of Module Three of the SCCs, Customer acknowledges and agrees that there are no circumstances in which it would be appropriate for Pendo to notify any third-party controller of any Data Subject Request and that any such notification shall be the sole responsibility of Customer.

3.9   For the purposes of Clause 15.1(a) of the SCCs, except to the extent prohibited by applicable law and/or the relevant public authority, as between the Parties, Customer agrees that it shall be solely responsible for making any notifications to relevant Data Subject(s) if and as required.

3.10 The terms and conditions of Section 6 (Sub-Processing) of the DPA apply in relation to Pendo's appointment and use of Sub-Processors under the SCCs. Any approval by Customer of Pendo's appointment of a Sub-Processor that is given expressly or deemed given pursuant to that Section 6 (Sub-Processing) constitutes Customer's documented instructions to effect disclosures and onward transfers to any relevant Sub-Processors if and as required under Clause 8.8 of the SCCs.

3.11 The audits described in Clauses 8.9(c) and 8.9(d) of the SCCs shall be subject to any relevant terms and conditions detailed in Section 11 (Audit Rights) of the DPA.

3.12 Certification of deletion of Personal Data as described in Clauses 8.5 and 16(d) of the SCCs shall be provided only upon Customer's written request.

Attachment 1
To Annex 2 (European Annex)

POPULATION OF SCCs

Notes:

- In the context of any EU Restricted Transfer, the SCCs populated in accordance with Part 1 of this Attachment 1 are incorporated by reference into and form an effective part of the DPA (if and where applicable in accordance with Paragraph 3.1 of Annex 2 (European Annex) to the DPA).

- In the context of any UK Restricted Transfer, the SCCs as varied by the UK Transfer Addendum and populated in accordance with Part 2 of this Attachment 1 are incorporated by reference into and form an effective part of the DPA (if and where applicable in accordance with Section 3.2 of Annex 2 (European Annex) to the DPA).

PART 1: POPULATION OF THE SCCs

1.   SIGNATURE OF THE SCCs.

Where the SCCs apply in accordance with Section 3.1 of Annex 2 (European Annex) to the DPA each of the Parties is hereby deemed to have signed the SCCs at the relevant signature block in Annex I to the Appendix to the SCCs.

2.   MODULES.

The following modules of the SCCs apply in the manner set out below (having regard to the role(s) of Customer set out in Attachment 1 to Annex 2 (European Annex) to the DPA):

(a)   Module Two of the SCCs applies to any EU Restricted Transfer involving Processing of Customer Personal Data in respect of which Customer is a Controller in its own right; and/or

(b)   Module Three of the SCCs applies to any EU Restricted Transfer involving Processing of Customer Personal Data in respect of which Customer is itself acting as a Processor on behalf of any other person.

3.   POPULATION OF THE BODY OF THE SCCs.

3.1   For each Module of the SCCs, the following applies as and where applicable to that Module and the Clauses thereof:

(a)   The optional 'Docking Clause' in Clause 7 is not used and the body of that Clause 7 is left intentionally blank.

(b)   In Clause 9:

(i)   OPTION 2: GENERAL WRITTEN AUTHORISATION applies, and the minimum time period for advance notice of the addition or replacement of Sub-Processors shall be the advance notice period set out in Section 6.3 of the DPA; and

(ii)   OPTION 1: SPECIFIC PRIOR AUTHORISATION is not used and that optional language is deleted; as is, therefore, Annex III to the Appendix to the SCCs.

(c)   In Clause 11, the optional language is not used and is deleted.

(d)   In Clause 13, all square brackets are removed and all text therein is retained.

(e)   In Clause 17:

(i)   OPTION 1 applies, and the Parties agree that the SCCs shall be governed by the law of Ireland in relation to any EU Restricted Transfer; and

(ii)   OPTION 2 is not used and that optional language is deleted.

(f)   For the purposes of Clause 18, the Parties agree that any dispute arising from the SCCs in relation to any EU Restricted Transfer shall be resolved by the courts of Ireland, and Clause 18(b) is populated accordingly.

3.2   In this Section 3, references to "**Clauses**" are references to the Clauses of the SCCs.

4.   POPULATION OF THE ANNEXES OF THE APPENDIX TO THE SCCs.

4.1   Annex I to the Appendix to the SCCs is populated with the corresponding information detailed in [Annex 1 (Data Processing Details)](#) to the DPA, with:

(a)   Customer being 'data exporter'; and

(b)   Pendo being 'data importer'.

4.2   Part C of Annex I to the Appendix to the SCCs is populated as below:

The competent supervisory authority shall be determined as follows:

- Where Customer is established in an EU Member State: the competent supervisory authority shall be the supervisory authority of that EU Member State in which Customer is established.

- Where Customer is not established in an EU Member State, Article 3(2) of the GDPR applies and Customer has appointed an EU representative under Article 27 of the GDPR: the competent supervisory authority shall be the supervisory authority of the EU Member State in which Customer's EU representative relevant to the processing hereunder is based (from time-to-time).

- Where Customer is not established in an EU Member State, Article 3(2) of the GDPR applies, but Customer has not appointed an EU representative under Article 27 of the GDPR: the competent supervisory authority shall be the supervisory authority of the EU Member State notified in writing to Pendo's contact point for data protection identified in Attachment 1 to Annex 2 (European Annex) to the DPA, which must be an EU Member State in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located.

4.3   Annex II to the Appendix to the SCCs is populated as below:

General:

- Please refer to Section 5 (Security) of the DPA and the Security Exhibit.
- In the event that Customer receives a Data Subject Request under the EU GDPR and requires assistance from Pendo, Customer should email Pendo's contact point for data protection identified in Annex 1 (Data Processing Details) to the DPA.

Sub-Processors: When Pendo engages a Sub-Processor under these Clauses, Pendo shall enter into a binding contractual arrangement with such Sub-Processor that imposes upon them data protection obligations which, in substance, meet or exceed the relevant standards required under these Clauses and the DPA – including in respect of:

- applicable information security measures;

- notification of Personal Data Breaches to Pendo;

- return or deletion of Customer Personal Data as and where required; and engagement of further Sub-Processors.

PART 2: UK RESTRICTED TRANSFERS

1.   UK TRANSFER ADDENDUM.

1.1   Where relevant in accordance with Section 3.2 of Annex 2 (European Annex) to the DPA, the SCCs also apply in the context of UK Restricted Transfers as varied by the UK Transfer Addendum in the manner described below –

   (a)   *Part 1 to the UK Transfer Addendum.* As permitted by Section 17 of the UK Transfer Addendum, the Parties agree:

      (i)   Tables 1, 2 and 3 to the UK Transfer Addendum are deemed populated with the corresponding details set out in Annex 1 (Data Processing Details) and the foregoing provisions of this Attachment 1 (subject to the variations effected by the Mandatory Clauses described in (b) below); and

      (ii)   Table 4 to the UK Transfer Addendum is completed by the box labelled 'Data Importer' being deemed to have been ticked.

   (b)   *Part 2 to the UK Transfer Addendum.* The Parties agreed to be bound by the Mandatory Clauses of the UK Transfer Addendum.

1.2   In relation to any UK Restricted Transfer to which they apply, where the context permits and requires, any reference in the DPA to the SCCs, shall be read as a reference to those SCCs as varied in the manner set out in Section 1.1 of this Part 2.

Annex 3
State Privacy Laws Annex

1.   DEFINITIONS.

In this Annex, the terms "**business**," "**business purpose**," "**commercial purpose**," "**consumer**," "**sell**," "**share**," and "**service provider**" shall have the respective meanings given thereto in the State Privacy Laws; and "**personal information**" shall mean Customer Personal Data that constitutes "personal information" as defined in and that is subject to the State Privacy Laws.

2.   PENDO'S OBLIGATIONS.

2.1   The business purposes and services for which Pendo is Processing personal information are for Pendo to provide the services to and on behalf of Customer as set forth in the Agreement, as described in more detail in Annex 1 (Data Processing Details) to the DPA.

2.2   It is the Parties' intent that with respect to any personal information, Pendo is a service provider. Pendo (a) acknowledges that personal information is disclosed by Customer only for limited and specific purposes described in the Agreement; (b) shall comply with applicable obligations under the State Privacy Laws and shall provide the same level of privacy protection to personal information as is required by the State Privacy Laws; (c) agrees that Customer has the right to take reasonable and appropriate steps under and subject to Section 11 (Audit Rights) of the DPA to help ensure that Pendo's use of personal information is consistent with Customer's obligations under the State Privacy Laws; (d) shall notify Customer in writing of any determination made by Pendo that it can no longer meet its obligations under the State Privacy Laws; and (e) agrees that Customer has the right, upon notice, including pursuant to the preceding clause, to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information.

2.3   Pendo shall not (a) sell or share any personal information or use it for targeted advertising; (b) retain, use or disclose any personal information for any purpose other than for the business purposes specified in the Agreement, including retaining, using, or disclosing the personal information for a commercial purpose other than the business purpose specified in the Agreement, or as otherwise permitted by State Privacy Laws; (c) retain, use or disclose the personal information outside of the direct business relationship between Pendo and Customer; or (d) combine personal information received pursuant to the Agreement with personal information (i) received from or on behalf of another person, or (ii) collected from Pendo's own interaction with any consumer to whom such personal information pertains except in each case (a) through (d) as and to the extent necessary as a part of Pendo's provision of the Services or as otherwise permitted by a service provider or processor under the State Privacy Laws. Pendo hereby certifies that it understands its obligations under this Section 2.3 and will comply with them.

2.4   Pendo shall implement reasonable security procedures and practices taking into account the nature of the personal information received from, or on behalf of, Customer, in accordance with Section 5 (Security) of the DPA and the Security Exhibit.

2.5   When Pendo engages any Sub-Processor, Pendo shall notify Customer of such Sub-Processor engagements in accordance with Section 6 (Sub-Processing) of the DPA and such notice shall satisfy Pendo's obligation under the State Privacy Laws to give notice of and an opportunity to object to such engagements.

2.6   Pendo agrees that Customer may conduct audits, in accordance with Section 11 (Audit Rights) of the DPA , to help ensure that Pendo's use of personal information is consistent with Pendo's obligations under the State Privacy Laws.

2.7   The parties acknowledge that Pendo's retention, use and disclosure of personal information authorized by Customer's instructions documented in the Agreement and DPA are integral to Pendo's provision of the Services and the business relationship between the Parties.

Annex 4

Australia Privacy Act Annex

1.   DEFINITIONS.

1.1   In this Annex 4, "personal information" shall mean Customer Personal Data that constitutes "personal information" as defined in the APA and that is subject to the APA "Supervisory Authority" includes the Office of the Australian Information Commissioner; and "Restricted Data" includes any sensitive information as defined in the APA, including, without limitation, membership of political associations, religious affiliations, membership of professional or trade associations, criminal records and biometric templates.

1.2   In respect of transfers subject to this Annex 4, Section 8.1(b) of the DPA does not apply and the SCCs (whether amended or not) shall not be deemed entered into by the Parties or incorporated by reference into this DPA unless required under any Applicable Data Protection Laws.

2.   PENDO'S OBLIGATIONS.

2.1   The business purposes for which Pendo is Processing personal information are for Pendo to provide the Services to and on behalf of Customer as set forth in the Agreement, as described in more detail in [Annex 1 (Data Processing Details)](#) to the DPA.

2.2   Pendo shall comply with applicable obligations under the APA and shall provide appropriate protection to personal information as required by the Australian Privacy Principles.

2.3   Pendo shall implement reasonable security procedures and practices taking into account the nature of the personal information received from, or on behalf of, Customer, in accordance with Section 5 (Security) of the DPA and the Security Exhibit.

2.4   When Pendo engages any Sub-Processor, Pendo shall notify Customer of such Sub-Processor engagements in accordance with Section 6 (Sub-Processing) of the DPA.

2.5   Pendo agrees that Customer may conduct audits, in accordance with Section 11 (Audit Rights) of the DPA, to help ensure that Pendo's use of personal information is consistent with Pendo's obligations under the APA.

3.   CROSS-BORDER DISCLOSURE. The parties acknowledge that Pendo may disclose personal information to overseas recipients in accordance with Australian Privacy Principle 8. Customer warrants that it has made any necessary notifications required under APA for such disclosures.

4.   DATA BREACH NOTIFICATION.

4.1   In the event of an eligible breach under Part IIIC of the APA, Pendo shall notify Customer in accordance with Section 9 (Personal Data Breach) of the DPA.

4.2   Customer acknowledges that it is responsible for determining whether notification to the Office of the Australian Information Commissioner and affected individuals is required under the APA, and for making any such notifications.

4.3   For the purposes of section 26WM of the APA (exception for eligible data breaches of other entities), Pendo relies on Customer to comply with this section in satisfaction of section 26WM of the APA.

4.4   Nothing in this Section 4 of this Annex 4 or Section 9 (Personal Data Breach) of the DPA is intended to exclude, restrict or modify obligations that a Party has under the APA.

5.   CUSTOMER RESPONSIBILITIES. Customer shall ensure that all necessary consents have been obtained from, and all required notifications have been provided to, individuals whose personal information is processed by Pendo under this DPA, as required by the APA.

Annex 5

Japan Privacy Law Annex

1.   DEFINITIONS.

1.1   This Annex applies only if and to the extent Pendo's Processing of Customer Personal Data under the Agreement is subject to the APPI.

1.2   In this Annex:

"**Personal Information**" has the meaning ascribed to "kojin joho" under the APPI

"**Data Subject**" means a specific living natural person who is identified by Personal Information

"**PPC**" means the Personal Information Protection Commission of Japan

2.   PENDO'S OBLIGATIONS.

2.1   Pendo shall comply with the APPI and other applicable related laws and regulations regarding the protection of Personal Information, including implementing the applicable privacy measures set forth in Chapter 4, Section 1 of the APPI.

2.2   Pendo shall implement commercially reasonable, necessary, and appropriate security control measures to secure Personal Information from leakage, loss, or damage, and shall ensure that its personnel are aware of and comply with this Annex.

2.3   Pendo may use Personal Information only for the provision, operation, maintenance, and support of the Services, and shall not use Personal Information for any other purposes.

2.4   Pendo shall not, without Customer's prior written approval, disclose, provide, or transmit Personal Information to any third party.

3.   SUB-PROCESSING.

3.1   Pendo may subcontract handling of Personal Information to Sub-Processors only if Pendo imposes the same obligations as those in this Annex on such Sub-Processors under written agreements, appropriately supervises Sub-Processors and confirms security measures implemented by the Sub-Processors in accordance with the APPI.

3.2   Customer may request access to the identities of Sub-Processors processing Personal Information, and if Customer objects to such sub-processing, may terminate the affected Services.

4.   DATA SUBJECT RIGHTS. If Pendo receives a request from a Data Subject regarding notification of purposes of use, disclosure, correction, addition, deletion, suspension of use, erasure, or suspension of disclosures to a third party with regard to their Personal Information, Pendo shall notify Customer immediately and provide commercially reasonable support to Customer in responding to such request.

5.   SECURITY INCIDENTS. If Personal Information is leaked, lost, damaged, or if there is a reasonable risk of compromise, Pendo shall immediately notify Customer of

the details of such incident and take appropriate measures according to Customer's instructions.

6. **CUSTOMER RESPONSIBILITIES.** Customer acknowledges that it is the data controller with respect to Personal Information and is solely responsible for:

(a)   Specifying and restricting the purpose of use

(b)   Proper acquisition and providing notice of the purpose of use

(c)   Maintaining accuracy and making corrections

(d)   Discontinuing use upon Data Subject request

(e)   Obtaining all necessary consents and authorizations under the APPI

(f)   Responding to requests from Data Subject under the APPI

(g)   Publishing certain items (e.g., name of Customer and its representative, procedure for responding to requests from the Data Subjects etc.) to the public under the APPI

7. **CROSS-BORDER TRANSFERS.** Customer acknowledges that Personal Information may be transferred outside Japan for the provision of Services and warrants that such transfers comply with the APPI's requirements for overseas transfers.

8. **DATA ACCURACY.** Customer is responsible for ensuring the accuracy and currency of Personal Information provided to Pendo. Pendo will process Personal Information as provided by Customer and will implement Customer's instructions to update, correct, or delete Personal Information through the Services.

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