

This **Data Processing Addendum Agreement** ("Addendum) along with the Terms and Conditions ("Agreement") shall be applicable to the authorized **Reseller/Partner** ("Reseller/You") and **42Gears Mobility Systems Private Limited** ("42Gears") to reflect the parties' agreement with regard to the Processing of Customer Data, in accordance with the requirements of Data Protection Laws and Regulations.

Data Processing Terms:

- 1. Customer Data:** All data provided by the Reseller or its Customers in relation to use of the Services to 42Gears.
- 2. Data Controller:** means the entity which determines the purposes and means of the processing of data.
- 3. Data Processor:** means the entity which processes data on behalf of the Data Controller.
- 4. Data Protection Laws and Regulation:** means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, applicable to the processing of data under the Agreement.
- 5. Processing:** means any operation or set of operations which is performed upon data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- 6. Services:** 42Gears software products and services provided to the Reseller for resale and distribution to Customers of the Reseller.

Processing of Data

The parties acknowledge and agree that with regard to the Processing of data, the Customer is the Data Controller, Reseller is the Data Processor and 42Gears as a Data Sub-Processor pursuant to the requirements set forth in the Agreement.

Reseller's Processing of Data:

Reseller shall, in its use of the Services provided by 42Gears, Process data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, 42Gears shall process data upon Reseller's instructions for the Processing of data (including those conveyed on behalf of Reseller's Customer) provided the Reseller shall comply with Data Protection Laws and Regulations.

Reseller and Customer shall have sole responsibility for the accuracy, quality, and legality of Data and the means by which Reseller acquired the Data.

42Gears's Processing of Personal Data:

42Gears shall Process data only on behalf of and in accordance with Reseller's instructions and/or a Reseller Customer's instructions, as the case may be, and shall treat Customer Data as a Confidential Information. The instructions by Reseller and/or its Customers may be given only as provided for and within the limits of this Agreement. Reseller, on behalf of itself and its Customer, instructs 42Gears to Process data for the following purposes: (i) Processing in accordance with the Agreement and in relation to provide Services rendered by 42Gears; Processing to comply with other reasonable instructions provided by Reseller and/or Reseller's Customer(s) (e.g., via email) where such instructions are consistent with the terms of the Agreement.

Authority:

As a reseller of 42Gears's Services, You warrant and represent that you will have obtained authorization from the Data Subject or appropriate authorized representative in accordance with the Data Protection Laws or you have obtained the data under some other applicable Data Protection Laws prior to processing and submitting the same to 42Gears.

Rights and Permissions:

The parties shall take reasonable steps to ensure the rights of Data Subjects are adhered to; that the Customer Data is accurate and kept up to date; that Customer Data is not kept for longer than is necessary; and all the necessary steps to obtain applicable permission and consent (wherever applicable) from Customer/Data Subjects in relation to processing as per this Agreement.

Security:

Taking into account the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk and severity for the rights and freedoms of natural persons, the parties shall in relation to Customer Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

The parties shall take account of the risks including but not limited to a data breach from Processing and ensure that adequate controls are in place to notify Data Subjects and the authorities in accordance to the applicable Data Protection Laws.

Data Subject Rights:

Each party shall assist the other, by responding to requests to exercise Data Subject rights under the applicable Data Protection Laws. 42Gears shall promptly notify the Reseller upon receipt of a request from Customer under the applicable Data Protection Laws, in respect of Customer Data. 42Gears will not respond to such request except on the documented instructions of the Reseller or as required under the applicable laws. 42Gears shall to the extent permitted by the applicable laws, inform the Reseller of that legal requirement before it responds to such request.

Personal Data Breach:

42Gears shall notify the Reseller immediately upon becoming aware of a data breach affecting the Customer Data. 42Gears shall provide sufficient information to the Reseller to meet its obligations to report or inform the Customer of such under the applicable Data Protection Laws.

42Gears shall co-operate with the Reseller and take such reasonable and commercial steps as are directed by the Reseller to assist in the investigation, mitigation and remediation of each such data breach.

Data Protection Impact Assessment and Prior Consultation:

42Gears shall provide reasonable assistance to the Reseller with any Data Protection Impact Assessments, and prior consultations with the Supervising Authorities or other competent Data Privacy Authorities as may be required from time to time.

Retention of Data:

42Gears may retain the Customer Data only to the extent required by the applicable laws and in relation to fulfil its business requirements. 42Gears will ensure to maintain Confidentiality of such data and that it is only processed in accordance with the purpose specified in the Agreement.

42Gears Personnel:

42Gears shall ensure that its personnel engaged in the Processing of Customer Data are informed of the confidential nature of the Data, they have received appropriate training on their responsibilities and have executed written confidentiality agreements. 42Gears shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

42Gears shall take commercially reasonable steps to ensure the reliability of its personnel engaged in the Processing of Customer Data. 42Gears ensures that access to Customer Data is limited to those who are responsible to provide Services as set out under this Agreement.

42Gears has appointed a Data Protection Officer, where such appointment is required by the Data Protection Laws and Regulations. The appointed person may be reached at dpo@42gears.com.

Governing Law and jurisdiction:

Both parties expressly consent and agree that the Reseller Agreement shall be signed and executed separately between both the parties and shall be final and binding upon both the parties. The terms and conditions of the

Reseller/Partner Portal and the Reseller Agreement shall be governed by and construed in accordance with the laws of the State of Karnataka and in the Courts at Bengaluru.

Order of Precedence:

With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties in relation to data processing, (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

Changes in Data Protection Laws:

In the event, any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

This Data Processor Addendum Agreement shall apply only to Services that the Reseller is permitted to resell under the Agreement