

## Data Processing Agreement

This Data Processing Agreement (“**DPA**”) is made and entered into as of the Effective Date of the Agreement (as defined below) and forms an integral part thereof. All terms not defined herein shall have the meaning ascribed to them in the Agreement. Both Parties are hereinafter jointly referred to as the “**Parties**” and individually as the “**Party**”. Upon execution of an Agreement incorporating this DPA by reference, the DPA shall be deemed fully executed, legally binding, and an integral part of the Agreement.

### 1. Definitions

- (a) “**Affiliate**” means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party. For purposes of this definition, “**control**” means ownership of more than fifty percent (50%) of the voting securities or other ownership interest of an entity, or the power to direct the management and policies of an entity, whether through ownership, contract, or otherwise.
- (b) “**Agreement**” means The Master Subscription Agreement entered into by and between the Client and Optimove as of the Effective Date for the provision of the Services to Client.
- (c) “**CCPA**” means the California Consumer Privacy Act of 2018 and its modifications and amendments.
- (d) “**Client**” means the contracting entity stated in the Agreement.
- (e) “**Client Data**” means any Personal Data that Optimove processes on behalf of Client in the course of providing the Services.
- (f) “**Data Protection Laws**” means all data protection and privacy laws applicable to the processing of Client Data under the Agreement.
- (g) “**EEA**” means the European Economic Area.
- (h) “**EU GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (i) “**GDPR**” means, as applicable: (a) the EU GDPR; and/or (b) the UK GDPR.
- (j) “**LGPD**” means the Brazilian General Data Protection Law (Law No. 13,709/2018).
- (k) “**Optimove**” means the contracting entity stated in the Agreement.
- (l) “**Security Incident**” means an unauthorized or unlawful breach of security that leads to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Client Data.
- (m) “**Sell**” or “**Sale**” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing or by electronic or other means, Client Data to a third party for monetary or valuable consideration.

- (n) "**Services**" means the services provided by Optimove to the Client pursuant to the Agreement.
- (o) "**Subprocessor**" means any Processor engaged by Optimove or its Affiliates to assist Optimove in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Subprocessors may include third parties or Optimove's Affiliates.
- (p) "**UK GDPR**" means the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, and applicable secondary legislation made under that Act.
- (q) The terms "**Controller**", "**Data Subject**", "**Processor**," "**Process**", "**Processing**" and "**Personal Data**" have the meanings ascribed to them in applicable Data Protection Laws.

## 2. **Scope of this DPA**

This DPA applies only to the extent that Optimove processes Client Data on behalf of Client in the course of providing Services to the Client pursuant to the Agreement in accordance with the Client's instructions described in Section 3.4 below. This DPA does not apply where Optimove determines the purpose and means of the processing of Personal Data.

## 3. **Roles and Scope of Processing**

- 3.1 Role of the Parties. As between the Parties, Client may act as Controller and/or Processor of Client Data and Optimove may act as Processor and/or Subprocessor of Client Data. Nothing in the Agreement or in this DPA shall prevent Optimove from using or sharing any data that Optimove would otherwise collect and process independently of Client's use of the Services.
- 3.2 Client as Controller of Client Data. If Client is a Controller of Client Data, Client agrees that (i) it will comply with its obligations as a Controller under Data Protection Laws and any processing instructions it issues to Optimove; and (ii) it has provided notice and obtained (or will obtain) all consents and rights necessary for Optimove to process Client Data pursuant to the Agreement and this DPA.
- 3.3 Client as Processor of Client Data. If Client is a Processor of Client Data, Client warrants on an ongoing basis that the relevant Controller has authorized: (i) Optimove's processing of Client Data as outlined in this DPA and in Exhibit A; (ii) Client's appointment of Optimove as another processor; and (iii) Optimove's engagement of Subprocessors as described in Section 5 below. To the extent required by applicable Data Protection Laws, Client will immediately forward to the relevant Controller any notice provided by Optimove in connection to this DPA.
- 3.4 Client Instructions. Optimove will process Client Data only (i) for the purpose of providing the Services and in accordance with Client's documented lawful instructions as set forth in the Agreement and this DPA; (ii) as part of the direct business relationship between Client and Optimove; (iii) on behalf of Client, to the extent necessary to detect data security incidents, or protect against fraudulent or illegal activity; or (iv) as required by law, provided that Optimove shall inform Client of such legal requirement prior to commencing such processing unless prohibited by law. The Parties agree that the Client's complete and final instructions with regard to the nature and purposes of the processing are set out in this DPA. Optimove certifies that it understands the restrictions in this Section 3.4 and will comply with such restrictions.

### 3.5 Details of Data Processing

- (a) Subject matter. The subject matter of the data processing under this DPA is Client Data.
- (b) Duration of the processing. As between Optimove and Client, the duration of the data processing under this DPA shall be the term of the Agreement.
- (c) Purpose of the processing. Performing the Services.
- (d) Nature of the processing: Optimove will use and otherwise process Client Data only in accordance with Client's documented instructions and as described and subject to the terms of the Agreement and this DPA.
- (e) Categories of data subjects: The data subjects of Client may include Client's Customers, employees, contractors, suppliers, and other third parties.
- (f) Types of Client Data. Personal data processed under this DPA may include Client Data. Client acknowledges that it solely chooses the nature and types of Client Data and that Optimove will be generally unaware of the details of Client Data processed within the Services.
- (g) The nature and purposes of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

## 4. **Data Transfers**

- 4.1 Data Storage and Processing Facilities. Optimove may process Client Data anywhere in the world where Optimove, its Affiliates or its Subprocessors maintain data processing operations. Optimove will at all times provide an adequate level of protection for the Client Data processed, in accordance with the requirements of applicable Data Protection Laws.
- 4.2 Cross-Border Transfers. Where the transfer of Client Data is from the EEA, Switzerland or the United Kingdom to a territory which has not been recognized by the European Commission as providing an adequate level of protection for Client Data on the basis of Article 45 EU GDPR (or in the case of transfers from the United Kingdom, by the United Kingdom Government, or where the transfer of Client Data is from Brazil to a territory which has not been recognized by the National Data Protection Authority (ANPD) as providing an adequate level of protection for Client Data on the basis of Article 33, I, LGPD), Optimove agrees to process that Client Data in compliance with the provisions outlined in Exhibit A hereto, which forms an integral part of this DPA.

## 5. **Subprocessing**

- 5.1 Authorized Subprocessors. Client agrees that in order to provide the Services, Optimove may engage Subprocessors to process Client Data. Optimove maintains a list of its authorized Subprocessors on its website at <https://www.optimove.com/optimove-sub-processors>. The Subprocessor list as of the date of execution of this DPA is hereby authorized by Client.
- 5.2 Subprocessor Obligations. Where Optimove authorizes any Subprocessor as described in Section 5.1 above:
  - (a) Optimove will restrict the Subprocessors' access to Client Data only to what is necessary to assist Optimove in providing or maintaining the Services, and will prohibit the Subprocessor from accessing Client Data for any other purpose;

- (b) Optimove will enter or has already entered into a written agreement with the Subprocessor imposing data protection terms that require the Subprocessor to protect the Client Data to the standard required by applicable Data Protection Laws; and
- (c) Optimove will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Subprocessor to the same extent as it is responsible for its own acts or omissions.

5.3 Subprocessor Updates. Optimove will update its website if it intends to make any changes to its Subprocessors at: <https://trust.optimove.com> ("**Trust Center**") and notify Client of such updates provided that the Client has subscribed to receive notifications via the Trust Center. Client may reasonably object to Optimove's use of a new Subprocessor for reasons related to Data Protection Laws by notifying Optimove promptly in writing within three (3) business days after receipt of Optimove's notice and such written objection shall include the reasons related to the Data Protection Laws for objecting to Optimove's use of such new Subprocessor. Failure to object to such new Subprocessor in writing within three (3) business days following Optimove's notice shall be deemed as acceptance of the new Subprocessor. In the event Client reasonably objects to a new Subprocessor, as permitted in the preceding sentences, Optimove will use reasonable efforts to make available to Client a change in the Services or recommend a commercially reasonable change to Client's use of the Services to avoid Processing of Client Data by the objected-to a new Subprocessor without unreasonably burdening the Client.

## 6. **Security Measures and Security Incident Response**

- 6.1 Security Measures. Optimove has implemented and will maintain appropriate technical and organizational security measures to protect Client Data from Security Incidents and to preserve the security and confidentiality of the Client Data ("**Security Measures**"), as detailed in Schedule 2 (Security Measures).
- 6.2 Updates to Security Measures. Client has carried out its own review of the information made available by Optimove relating to data security and has made an independent determination that the Services meet Client's requirements and legal obligations under Data Protection Laws. Client acknowledges that the Security Measures are subject to technical progress and development and that Optimove may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Client.
- 6.3 Personnel. Optimove restricts its personnel from processing Client Data and shall ensure that any person who is authorized by Optimove to process Client Data is under an appropriate obligation of confidentiality.
- 6.4 Client Responsibilities. Without prejudice to Client's obligations under this DPA, and elsewhere in the Agreement, Client is responsible for its secure use of the Services, including by protecting account authentication credentials and managing the roles and permissions per entity.
- 6.5 Security Incident. In the event of a Security Incident, Optimove will notify Client without undue delay and will provide updates to Client. Optimove will reasonably cooperate with Client as required to fulfill Client's obligations under Data Protection Laws.

## 7. **Audits**

- 7.1 Audit Reports. Optimove uses external auditors to evaluate the continued effectiveness of its

Security Measures. Upon written request and at no additional cost to Client, Optimove will provide Client access to reasonably requested documentation evidencing such effectiveness in the form of the relevant audits or certifications. Audit Reports shall be subject to the confidentiality provisions of the Agreement. Optimove shall also respond to any written audit questions submitted to it by Client provided that Client shall not exercise this right more than once per year.

7.2 Client Audit Rights. To the extent Client's audit requirements under applicable Data Protection Laws cannot reasonably be satisfied through Audit Reports, documentation or compliance information Optimove makes generally available to its Client, Optimove will upon sixty (60) days written request, and no more than once per annum, respond to Client's additional audit requests. Before the commencement of an audit, Client and Optimove will mutually agree upon the scope, timing, duration, and control and evidence requirements. To the extent needed to perform the audit, Optimove will make its applicable team available (within normal working hours and to a degree not interfering with Optimove's business). Neither Client nor the third-party auditors, if any, shall have access to any data from Optimove's other clients or to Optimove systems or facilities not involved in the processing of Client Data. Client is responsible for all costs and expenses related to such audit, including all reasonable costs and expenses for any and all time Optimove expends for any such audit.

## 8. **Return or Deletion of Data**

Upon termination or expiration of the Agreement, Optimove shall delete all Client Data in its possession or control in accordance with the terms of the Agreement. This requirement shall not apply to the extent Optimove is required by applicable law to retain some or all of the Client Data, or to Client Data it has archived on back-up systems, which Client Data Optimove shall securely isolate and protect from any further processing.

## 9. **Cooperation**

9.1 Data Subject Request. In the event that any Data Subject Request is made directly to Optimove, Optimove shall, to the extent legally permitted: (i) advise the data subject to submit their Data Subject Request to Client; (ii) promptly notify Client; and (iii) not otherwise respond to that Data Subject Request without authorization from Client unless legally compelled to do so. Client will be responsible for responding to any such Data Subject Requests.

9.2 Requests for Client Data. If Optimove receives a subpoena, court order, warrant or other legal demand from law enforcement or public or judicial authorities seeking the disclosure of Client Data, Optimove shall, to the extent permitted by applicable laws, promptly notify Client in writing of such request and reasonably cooperate with Client to limit, challenge or protect against such disclosure.

9.3 Legal Compliance. To the extent Optimove is required under applicable Data Protection Laws, Optimove will (at Client's expense) provide reasonably requested information regarding the Services to enable the Client to carry out data protection impact assessments and prior consultations with data protection authorities as required by law.

## 10. **General**

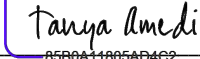
10.1 For the avoidance of doubt, any claim or remedies the Client and/or its Affiliates may have against Optimove, any of its Affiliates and their respective employees, agents and Subprocessors arising under or in connection with this DPA, including without limitation: (i) for breach of this DPA; (ii) for breach of cross-border data transfers and related provisions outlined in the Standard

Contractual Clauses (to the extent applicable and as defined in Exhibit A hereto); (iii) as a result of fines (administrative, regulatory or otherwise) imposed upon Client; and (iv) under applicable Data Protection Laws, including any claims relating to damages paid to a data subject, will be subject to any limitation of liability provisions (including any agreed aggregate financial cap) that apply under the Agreement.

- 10.2 Any claims against Optimove or its Affiliates under this DPA shall be brought solely against the entity that is a party to the Agreement. No one other than a party to this DPA, their successors and permitted assignees shall have any right to enforce any of its terms.
- 10.3 This DPA will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.
- 10.4 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable terms in Exhibit A (Cross-Border Data Transfers); (2) the terms of this DPA outside of Exhibit A; and (3) the Agreement. Any claims brought in connection with this DPA will be subject to the terms and conditions, including, but not limited to, the exclusions and limitations of liability set forth in the Agreement.
- 10.5 If any provision of this DPA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision does not affect any other provision of this DPA, and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.
- 10.6 To the extent that the Client Data is subject to the CCPA, Optimove shall not Sell or share Client Data. Client acknowledges that when processing Client Data in the context of the provision of the Services, Client is not Selling or sharing Client Data to Optimove. Optimove agrees not to retain, use or disclose Client Data: (i) for any purpose other than the Business Purpose (as defined below); (ii) for no other commercial or Business Purpose; or (iii) outside the direct business relationship between Optimove and Client. Notwithstanding the foregoing, Optimove may use, disclose, or retain Client Data to: (i) transfer the Client Data to other Optimove entities (including, without limitation, affiliates and subsidiaries), service providers, third parties and vendors, in order to provide the Services to Client; (ii) to comply with, or as allowed by, applicable laws; (iii) to defend legal claims or comply with a law enforcement investigation; (iv) for internal use by Optimove to build or improve the quality of its services and/or for any other purpose permitted under the CCPA; (v) to detect data security incidents, or protect against fraudulent or illegal activity; and (vi) collect and analyse anonymous information. Client shall be fully and solely responsible for complying with its own requirements under CCPA. “**Business purpose**” means the Processing activities that Optimove will perform to provide Services (as described in the Agreement), this DPA and any other instruction from Client, as otherwise permitted by applicable law, including, CCPA and the applicable regulations, or as otherwise necessary to provide the Services to Client.

*[Signature page to follow]*

**IN WITNESS WHEREOF**, this DPA is entered into and becomes a binding part of the Agreement with effect from the later date set out below.

Signed by:  
  
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**Optimove**  
Name: Tanya Amedi  
Title: VP Finance & Operations

\_\_\_\_\_  
**Client**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### CROSS-BORDER DATA TRANSFERS

#### 1. Definitions

- (a) “EU Standard Contractual Clauses (Controller-to-Processor)” or “EU SCCs (Controller-to- Processor)” as applicable.
- (b) “EU Standard Contractual Clauses (Processor-to-Processor)” or “EU SCCs (Processor-to- Processor)” as applicable.
- (c) “UK Standard Contractual Clauses” or “UK SCCs” as applicable.
- (d) “Brazilian Standard Contractual Clauses” or “Brazil SCCs” as applicable, as approved by Resolution CD/ANPD No. 19/2024.

#### 2. UK Standard Contractual Clauses

2.1 For transfers of Client Data from the United Kingdom that are subject to Section 4.2 of the DPA, the UK SCCs will apply and are incorporated into the DPA by reference:

- (a) The UK Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) if applicable, will apply with respect to restricted transfers between Client and Optimove that are subject to the UK GDPR.
- (b) The Parties agree that for the purpose of transfer of Personal Data between Client (as data exporter) and Optimove (as data importer), the following shall apply: (i) Clause 7 of the UK Standard Contractual Clauses shall be applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section 5 of the DPA shall apply; (iii) Clause 11 of the UK Standard Contractual Clauses shall be not applicable; (iv) In Clause 17, option 1 shall apply. The Parties agree that the UK Standard Contractual Clauses shall be governed by the laws of England and Wales; and (v) In Clause 18(b) the Parties choose the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts, as their choice of forum and jurisdiction. Which Parties may end this Addendum as set out in Section 19: Importer and/or Exporter, in accordance with the agreed terms of the DPA.
- (c) Annex I.A: With respect to Module Two: Data exporter is Client as a data controller and the data importer is Optimove as a data processor. With respect to Module Three: Data exporter is Client as a data processor and the data importer is Optimove as a data processor (sub-processor). Data exporter and data importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these UK Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.
- (d) Annex I.B of the UK Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.
- (e) Annex I.C of the UK Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the ICO supervisory authority.

2.2 Annex II of the UK Standard Contractual Clauses shall be completed as described in the security

documentation provided by Optimove to Client.

- 2.3 Annex III of the UK Standard Contractual Clauses shall be completed with the authorized sub-processors detailed on Optimove's website as per Section 5 of this DPA.

### **3. EU Standard Contractual Clauses**

- 3.1 For transfers of Client Data from the EEA and/or Switzerland that are subject to Section 4.2 of the DPA:

- (a) Where Client is a controller of Client Data, the EU SCCs (Controller-to-Processor) will apply and are incorporated into the DPA by reference; and
- (b) Where Client is a processor of Client Data, the EU SCCs (Processor-to-Processor) will apply and are incorporated into the DPA by reference.
- (c) The Parties agree that for the purpose of transfer of Personal Data between Client (as data exporter) and Optimove (as data importer), the following shall apply: (i) Clause 7 of the EU Standard Contractual Clauses shall be applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section 5 of the DPA shall apply; (iii) Clause 11 of the EU Standard Contractual Clauses shall be not applicable; (iv) In Clause 13: the relevant option applicable to the Client, as informed by Client to Optimove; (v) In Clause 17, option 1 shall apply. The Parties agree that the EU Standard Contractual Clauses shall be governed by the laws of Ireland; and (vi) In Clause 18(b) the Parties choose the courts of Dublin, as their choice of forum and jurisdiction.
- (d) Annex I.A: With respect to Module Two: (i) data exporter is Client as a data controller and (ii) the data importer is Optimove as a data processor. With respect to Module Three: (i) data exporter is Client as a data processor and (ii) the data importer is Optimove as a data processor (sub-processor). Data Exporter and data importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these EU Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.
- (e) Annex I.B of the EU Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.
- (f) Annex I.C of the EU Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the Irish supervisory authority.
- (g) Annex II of the EU Standard Contractual Clauses shall be completed as described in security documentation shared by Optimove.
- (h) Annex III of the EU Standard Contractual Clauses shall be completed with the authorized sub-processors detailed on Optimove's website as per Section 5 of this DPA.

### **4. Brazilian Standard Contractual Clauses**

- 4.1 For transfers of Client Data from Brazil that are subject to Section 4.2 of the DPA, the Brazil SCCs will apply and are incorporated into the DPA by reference, subject to the below:

- (a) Where Client is a controller of Client Data, Client shall be considered Exporter/Controller and Optimove shall be considered Importer/Processor in Clause 1.1 of the Brazil SCCs;

- (b) Where Client is a processor of Client Data, Client shall be considered Exporter/Processor and Optimove shall be considered Importer/Processor in Clause 1.1 of the Brazil SCCs;
- (c) Clause 2.1 of the Brazil SCCs shall be deemed to be pre-populated with the relevant sections of Schedule 1 (Details of the Processing) of this DPA;
- (d) "Option B" shall apply in Clause 3.1 of the Brazil SCCs and shall be deemed to be pre-populated with the relevant sections of Schedule 1 (Details of the Processing) of this DPA;
- (e) Where Client is a controller of Client Data, "Option A" shall apply in Clause 4 of the Brazil SCCs, and the Exporter shall be indicated as the responsible party for the obligations described in items "a" to "c" of Clause 4.1 of the Brazil SCCs;
- (f) Where Client is a processor of Client Data, "Option B" shall apply in Clause 4 of the Brazil SCCs. Client shall complete the information required under Option B by providing to Optimove with the following identification information regarding the Third-Party Controller (and shall keep such information updated): Name, Qualification, Main address, E-mail address, Contact for the Data Subject, Information on Related Contract.
- (g) Section III of the Brazil SCCs shall be deemed to be pre-populated with the Security Measures detailed in Schedule 2 (Security Measures) of this DPA.

## **5. Alternative Data Export Solutions**

- 5.1 Notwithstanding the foregoing, the Parties agree that in the event Optimove adopts another alternative data export solution (as recognized under applicable Data Protection Laws), then the alternative data export solution shall apply instead of the Standard Contractual Clauses. In the event that the alternative data export solution is later determined to not constitute an adequate level of data protection under applicable Data Protection Laws, the Standard Contractual Clauses shall apply as the data export solution.

## **SCHEDULE 1 - DETAILS OF THE PROCESSING**

### ***Subject matter***

Optimove will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Client in its use of the Services.

### ***Nature and Purpose of Processing***

1. Providing the Service(s) to Client.
2. For Client to be able to use the Services.
3. For Optimove to comply with documented reasonable instructions provided by Client where such instructions are consistent with the terms of the Agreement.
4. Performing the Agreement, this DPA and/or other contracts executed by the Parties.
5. Providing support and technical maintenance, if agreed in the Agreement.
6. All tasks related to any of the above.

### ***Duration of Processing***

Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Optimove will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

### ***Type of Personal Data***

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

- First name
- Last name
- Address
- Phone number
- Email address
- Any other Personal Data or information that the Client decides to provide to Optimove or the Services.

### ***Categories of Data Subjects***

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

- Client's Customers

## **SCHEDULE 2 - SECURITY MEASURES**

This Annex forms part of the DPA and describes the technical and organizational security measures

implemented by Optimove.

Optimove implements appropriate technical and organizational measures to ensure compliance with industry standards. Key measures include:

1. **Compliance Standards:** Optimove is ISO 27001 and SOC 2 Type II compliant and adheres to regulations such as GDPR and CCPA.
2. **Dedicated Security Team:** A dedicated security team conducts threat assessments, reviews tools and policies, and collaborates with all teams to mitigate security issues.
3. **Data Encryption:** All identifiable user information is encrypted both in transit and at rest. Data in transit is secured using SSL/TLS 1.2 and above, while data at rest is encrypted using AES 256-bit encryption.
4. **Access Controls:** Optimove enforces strict access controls, including role-based access and multi-factor authentication (MFA) for all users.
5. **Regular Security Training:** All employees undergo security training to ensure they understand their responsibilities in protecting Client Data.
6. **Incident Response Plan:** Optimove has a cyber incident response plan in place to address any potential security breaches.
7. **Third-Party Assessments:** Optimove utilizes third-party services to conduct cybersecurity assessments and penetration testing to identify and remediate vulnerabilities.
8. **Data Deletion Procedures:** Optimove has automated processes to ensure that Client Data can be securely deleted upon request.
9. **Vendor Assessment Policy:** Optimove assesses third-party vendors to ensure they meet our security standards before granting them access to our systems.