

Data Processing Addendum

(updated April 2023)

This Data Processing Addendum (“Addendum”) forms part of the Customer Agreement or other similar written agreement entered into between Moveworks, Inc. (“Moveworks”) and the counterparty to such agreement (“Customer”) that incorporates this Addendum by reference (the “Agreement”), and governs the Processing of Personal Data by Moveworks in providing its SaaS-based artificial intelligence (AI) product (the “Moveworks Product”) pursuant to the Agreement.

1. Definitions

1.1 “Data Subject” means any individual about whom Personal Information may be Processed under this Addendum.

1.2 “Data Protection Legislation” means all applicable laws of the United States, United Kingdom, Switzerland and European Economic Area (“EEA”) concerning the processing of Personal Data, including the GDPR (as defined below), together with any national implementing laws in any Member State of the European Union or the United Kingdom, and the California Consumer Privacy Act (“CCPA”), as amended, repealed, consolidated or replaced from time to time.

1.3 “GDPR” means (a) the General Data Protection 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 (the “EU GDPR”) and (b) the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”).

1.4 “International Data Transfer” means any transfer of Personal Data from the EEA, Switzerland or the United Kingdom to an international organization or to a country outside of the EEA, Switzerland and the United Kingdom;

1.5 “Personal Data” means “personal data” or “personal information” (as defined under the Data Protection Legislation) that are subject to the Data Protection Legislation and that Customer authorize Moveworks to collect in connection with Moveworks’ provision of the Moveworks Product under the Agreement.

1.6 “Process” or “Processing” means any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of Personal Data.

1.7 “Security Incident” means a breach of security of the Moveworks Product or Moveworks’ systems used to Process Personal Data leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by Moveworks in the context of this Addendum.

1.8 “Sensitive Information” means Personal Data revealing a Data Subject’s racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health data, sex life or sexual orientation.

1.9 “Standard Contractual Clauses” means the clauses annexed to the EU Commission Implementing Decision 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as amended or replaced from time to time.

1.10 “UK Addendum” means the International Data Transfer Addendum to the Standard Contractual Clauses issued by the UK Information Commissioner’s Office, in force as of 21 March 2022, available at [international-data-transfer-addendum.pdf](https://ico.org.uk/international-data-transfer-addendum.pdf) (ico.org.uk).

2. Scope and Applicability. Customer is a Controller and appoints Moveworks as a Processor on behalf of Customer. Moveworks will Process Personal Data on Customer’s behalf and in accordance with the Agreement, this Addendum and any other documented instructions from Customer (whether in written or electronic form), or as otherwise required by applicable law. Customer is responsible for compliance with the requirements of Data Protection

Legislation applicable to Controllers. The subject matter, nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects are set out in Annex I. Moveworks is hereby instructed to Process Personal Data as permitted under the Agreement. In case Moveworks cannot process Personal Data in accordance with Customer's instructions due to a legal requirement under any Data Protection Legislation to which Moveworks is subject, Moveworks shall (i) promptly notify Customer in writing (including by e-mail) of such legal requirement before carrying out the relevant Processing, to the extent permitted by the applicable law; and (ii) cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as Customer provides Moveworks with new instructions. Customer will be responsible for providing any necessary notices to, and obtaining any necessary consents from, Data Subjects whose Personal Data is provided by Customer to Moveworks for Processing pursuant to this Addendum. Customer acknowledges that the Moveworks Product is not intended or designed for the Processing of Sensitive Information, and Customer agrees not to provide any Sensitive Information through the Moveworks Product. Customer acknowledges that Moveworks may Process Personal Data relating to the operation, support, or use of the Services for its own business purposes, such as billing, account management, data analysis, benchmarking, technical support, product development, and compliance with law. Moveworks is the Controller for such Processing and will Process such data in accordance with Data Protection Legislation.

3. Confidentiality. Moveworks will ensure that its personnel authorized to process Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security. Moveworks shall implement and maintain throughout the term of the Addendum at all times in accordance with then current good industry practice, appropriate technical and organizational measures to protect Personal Data in accordance with Data Protection Legislation (including Article 32 of the GDPR). Moveworks has provided Customer with a written description of the security measures being taken under the Agreement as Exhibit A of the Agreement. The Moveworks Product provides reasonable technical and organizational measures that have been designed, taking into account the nature of its Processing, to assist Customer in securing Personal Data Processed by Moveworks. Moveworks will also assist Customer with conducting any legally required data protection impact assessments (including subsequent consultation with a supervisory authority), if so required by the Data Protection Legislation, taking into account the nature of Processing and the information available to Moveworks. Moveworks may charge a reasonable fee for any such assistance, as permitted by applicable law.

5. Data Subject Requests. Customer is responsible for handling any requests or complaints from Data Subjects with respect to their Personal Data Processed by Moveworks under this Addendum. Moveworks will notify Customer promptly, unless prohibited by applicable law, if Moveworks receives any such requests or complaints. The Moveworks Product includes technical and organizational measures that have been designed, taking into account the nature of its Processing, to assist customers, insofar as this is possible, in fulfilling their obligations to respond to such requests or complaints.

6. Regulatory Investigations. At Customer's request, Moveworks will assist Customer in the event of an investigation by a competent regulator, including a data protection regulator or similar authority, if and to the extent that such investigation relates to the Processing of Personal Data by Moveworks on Customer's behalf in accordance with this Addendum. Moveworks may charge a reasonable fee for such requested assistance except where such investigation arises from a breach by Moveworks of the Agreement or this Addendum, to the extent permitted by applicable law.

7. Security Incident. In the event that Moveworks becomes aware of a Security Incident, Moveworks will notify Customer promptly. In the event of such a Security Incident, Moveworks shall provide Customer with a detailed description of the Security Incident and the type of Personal Data concerned, unless otherwise prohibited by law or otherwise instructed by a law enforcement or supervisory authority. At Customer's request, Moveworks will provide reasonable assistance and cooperation with respect to any notifications that Customer is legally required to send to affected Data Subjects and regulators. Moveworks may charge a reasonable fee for such requested assistance.

8. Sub-Processors. Customer generally authorizes Moveworks to engage sub-Processors and agrees that Moveworks may disclose Personal Data to its subcontractors for purposes of providing the Moveworks Product ("**Sub-Processors**"), provided that Moveworks (i) shall enter into an agreement with its Sub-Processors that imposes on the Sub-Processors obligations regarding the Processing of Personal Data that are consistent with those that apply to Moveworks hereunder, and (ii) shall remain fully liable for all obligations subcontracted to the Sub-Processors. Moveworks' current Sub-Processors is set forth in Annex III. Moveworks will inform Customer of any intended changes concerning the addition or replacement of Sub-Processors and Customer will have an opportunity to object to such changes on reasonable grounds within ten (10) business days after being notified of the engagement of the Sub-Processor. If Customer objects to a new Sub-processor, as permitted in the preceding sentence, Moveworks will use

reasonable efforts to make available to Customer a change in the Moveworks Product or recommend a commercially reasonable change to Customer's configuration or use of the Moveworks Product to avoid Processing of Personal Data by the objected-to new Sub- Processor without unreasonably burdening Customer. If Moveworks is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, either party may terminate the component of the Moveworks Product which cannot be provided by Moveworks without the use of the objected-to new Sub-processor by providing written notice to the other party. Moveworks will refund Customer any prepaid fees covering the remainder of the term of Customer's subscription following the effective date of termination with respect to such terminated component of the Moveworks Product, without imposing a penalty for such termination on Customer.

9. International Data Transfers. Customer hereby authorizes Moveworks to carry out International Data Transfers with respect to Personal Data in accordance with Data Protection Legislation.

To the extent required under Data Protection Legislation for the International Data Transfer of Personal Data from Customer to Moveworks, by signing this Addendum, Customer and Moveworks hereby enter into Module 2 (Controller to Processor) of the Standard Contractual Clauses, which are hereby incorporated by reference and completed as follows: the "data exporter" is Customer; the "data importer" is Moveworks; the optional docking clause in Clause 7 is implemented; Clause 9(a) option 2 is implemented and the time period therein is specified as thirty 30 days; the optional redress clause in Clause 11(a) is struck; Clause 17 option 1 is implemented and the governing law is the law of France; the court in Clause 18(b) are the Courts of France; Annex 1 and 2 of the Standard Contractual Clauses are Annex I and II to this Addendum respectively.

The UK Addendum will be applicable to any International Data Transfers originating in the United Kingdom and is completed as follows: for the purpose of table 1 of part 1, the exporter is Moveworks and the importer is Customer and the table is deemed to be completed with the information set out in Annex I. For the purpose of table 2 of part 1, the "Approved EU SCCs" which the UK Addendum is appended to are the Standard Contractual Clauses incorporated into this Addendum and completed as set out in the foregoing paragraph. For the purpose of table 3 of part 1, the information requested in Annex 1 and 2 of the Standard Contractual Clauses is provided in Annex I and II to this Addendum respectively and the list of Subprocessors is available at Annex III. For the purpose of table 4 of part 1, the importer may end the UK Addendum as set out in section 19 of the UK Addendum.

If Moveworks' compliance with Data Protection Legislation applicable to International Data Transfers is affected by circumstances outside of Moveworks' control, including circumstances affecting the validity of an applicable legal instrument, Moveworks and Customer will work together in good faith to reasonably resolve such non-compliance.

10. CCPA Compliance. To the extent that Moveworks Processes the Personal Data of a California consumer (as that term is defined by the CCPA), Moveworks represents and warrants that it will not: (i) sell such Personal Data; (ii) retain, use, or disclose such Personal Data for any purpose other than for the specific purpose of performing the services specified in the Agreement, including retaining, using, or disclosing such Personal Data for a commercial purpose other than providing the services specified in the Agreement; or (iii) retain, use, or disclose such Personal Data outside of the direct business relationship between the parties. Moveworks certifies that it understands and will comply with the restrictions contained in this Section 10.

11. Information. Moveworks shall make available to Customer all information necessary to demonstrate compliance with the obligations laid down in this Addendum and allow for and contribute to audits, including inspections, conducted by Customer or an auditor mandated by Customer. Moveworks shall immediately inform Customer if, in its opinion, an instruction infringes the Data Protection Legislation.

12. Termination; Return or Disposal. This Addendum is terminated upon termination of the Agreement. Upon termination of the Agreement for any reason, subject to the rights granted Moveworks in the Agreement, Customer may request return of Personal Data up to ninety (90) days after termination, and unless required or permitted by applicable law or return was requested by the Customer, Moveworks will destroy Personal Data within one hundred eighty (180) days after returning Personal Data to Customer.

The parties' authorized signatories have duly executed this Addendum:

CUSTOMER

By: _____
Name: _____
Title: _____

MOVEWORKS, INC.

By: _____
Name: _____
Title: _____

ANNEX I

DETAILS OF PROCESSING

A. LIST OF PARTIES

Name of Data Importer:	Moveworks, Inc.
Address:	211 Hope Street, #309, Mountain View, CA 94041, USA
Contact person's name, position, and contact details:	Will be provided upon request.
Activities relevant to the data transferred under these Clauses:	See Annex 1(B) below and the Agreement.
Signature and date:	This Annex I shall automatically be deemed executed when the Addendum is executed by Moveworks.
Role (controller/processor):	Processor

Name of Data Exporter:	The party identified as the "Customer" in this Addendum.
Address:	Reference is made to the Agreement.
Contact person's name, position, and contact details:	Reference is made to the Agreement.
Activities relevant to the data transferred under these Clauses:	See Annex 1(B) below and the Agreement.
Signature and date:	This Annex I shall automatically be deemed executed when the Addendum is executed by Customer.
Role (controller/processor):	Controller

B. DESCRIPTION OF PROCESSING/ TRANSFER

Categories of Data Subjects whose Personal Data is transferred	Customer's employees and contractors.
Categories of Personal Data transferred	Name, contract information and other information necessary to provide the Services under the Agreement.
Sensitive data transferred (if applicable) and applied restrictions or safeguards	No sensitive data is processed under the Agreement.
Frequency of Transfer	Continuous.
Nature and purpose(s) of the data transfer and Processing	Moveworks will process Personal Data as necessary to provide the Services under the Agreement.

<p>Retention period (or, if not possible to determine, the criteria used to determine the period)</p>	<p>Personal Data will be retained for as long as necessary taking into account the purpose of the Processing, and in compliance with applicable laws, including laws on the statute of limitations and Data Protection Law.</p>
<p>For transfers to (sub-) processors, also specify subject matter, nature, and duration of the processing</p>	<p>Moveworks will restrict the onward Subprocessor's access to Personal Data only to what is strictly necessary to provide the Services, and Moveworks will prohibit the Subprocessor from Processing the Personal Data for any other purpose.</p>
<p>Identify the competent supervisory authority/ies in accordance with Clause 13</p>	<p>Where the EU GDPR applies, the competent supervisory authority shall be the Commission Nationale de l'Informatique et des Libertés.</p> <p>Where the UK GDPR applies, the UK Information Commissioner's Office.</p>

ANNEX II

Technical and organisational measures including technical and organisational measures to ensure the security of the data

Moveworks shall maintain appropriate technical and organizational measures for protection of customer data, as set forth in Annex IV of this DPA.

ANNEX III
List of sub-processors

Sub-Processor Name	Activity	Processing Location
Amazon Web Services, Inc.	Infrastructure and platform services	United States
Microsoft Corporation	Machine Learning Model Training	United States
Snowflake	Data Warehouse	United States
Cloudinary	Media Optimizer	United States
OpenAI, L.L.C	Generative AI	United States

ANNEX IV

MOVEWORKS, INC. DATA SECURITY REQUIREMENTS

Moveworks maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Moveworks' business; (b) the type of information that Moveworks will store; and (c) the need for security and confidentiality of such information.

Moveworks' security program includes:

1. **Security Awareness and Training.** A mandatory security awareness and training program for all members of Moveworks' workforce (including management), which includes:
 - Training on how to implement and comply with its Information Security Program; and
 - Promoting a culture of security awareness through periodic communications from senior management with employees.
2. **Access Controls.** Policies, procedures, and logical controls:
 - To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
 - To prevent those workforce members and others who should not have access from obtaining access; and
 - To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security.** Controls that provide reasonable assurance that access to physical servers at the production data center, if applicable, is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls are implemented by Amazon Web Services (AWS) and they are listed here: <https://aws.amazon.com/compliance/data-center/controls/> . Specific to Moveworks:
 - Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
 - Camera surveillance systems at critical internal and external entry points to the data center, with retention of data per legal or compliance requirements;
 - Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
 - Redundant power supply modules and backup generators that provide backup power in the event of an electrical failure, 24 hours a day.
4. **Security Incident Procedures.** A security incident response plan that includes procedures to be followed in the event of any Security Breach. Such procedures include:
 - Roles and responsibilities: formation of an internal incident response team with a response leader;
 - Investigation: assessing the risk the incident poses and determining who may be affected;
 - Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data;
 - Recordkeeping: keeping a record of what was done and by whom to help in later analysis and possible legal action; and Conduct Root Cause Analysis
5. **Contingency Planning.** Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data. Such procedures include:
 - Data Backups: A policy for performing periodic backups of production data sources, as applicable, according to a defined schedule;
 - Disaster Recovery: A formal disaster recovery plan for the production data center, including:
 - Requirements for the disaster plan to be tested on a regular basis; and

- A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.
 - Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.
6. **Audit Controls.** Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information.
 7. **Data Integrity.** Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction.
 8. **Storage and Transmission Security.** Security measures to guard against unauthorized access to Customer Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data stored on desktops, laptops or other removable storage devices.
 9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Customer Data, taking into account available technology so that Customer Data cannot be practicably read or reconstructed.
 10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of Moveworks' security program, including:
 - Designating a security official with overall responsibility;
 - Defining security roles and responsibilities for individuals with security responsibilities; and
 - Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.
 11. **Testing.** Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified. Where applicable, such testing includes :
 - Internal risk assessments;
 - ISO 27001, ISO 27017 and ISO 27018 certifications; and
 - Service Organization Control 2 (SOC2) audit reports (or industry-standard successor reports).
 12. **Monitoring.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
 - Reviewing changes affecting systems handling authentication, authorization, and auditing;
 - Reviewing privileged access to Moveworks production systems; and Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
 13. **Change and Configuration Management.** Maintaining policies and procedures for managing changes Moveworks makes to production systems, applications, and databases. Such policies and procedures include:
 - Process for documenting, testing and approving the patching and maintenance of the Moveworks Product;
 - A security patching process that requires patching systems in a timely manner based on a risk analysis; and
 - A process for Moveworks to utilize a third party to conduct application level security assessments.
 14. **Program Adjustments.** Monitoring, evaluating, and adjusting, as appropriate, the security program in light of:
 - Any relevant changes in technology and any internal or external threats to Moveworks or the Customer Data;
 - Security and data privacy regulations applicable to Moveworks; and
 - Moveworks' own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.
 15. **Devices** – Ensuring that all laptop and desktop computing devices utilized by Moveworks and any subcontractors when accessing Customer Data:
 - will be equipped with full hard disk drive encryption;
 - will have up to date virus and malware detection and prevention software installed with virus definitions updated on a regular basis; and
 - will maintain virus and malware detection and prevention software so as to remain on a supported release. This will include, but not be limited to, promptly implementing any applicable security-related enhancement or fix made available by the supplier of such software.