



Kornerstone Analytics Private Limited

28, 34th Cross, 46th Cross • Kumaraswamy Layout • Bangalore 560 078 • India
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Data Processing Agreement

Version Date: 1st September 2019

This Data Processing Agreement (“**DPA**”) governs the terms and conditions by which Kornerstone Analytics Private Limited processes Personal Data under the Mneme Usage and Service Agreement (the “**Agreement**”). This DPA is supplementary to the Agreement and the term of this DPA shall be the term of the Agreement. Terms not otherwise defined herein shall have the meaning as set forth in the Agreement.

1. **Definition:**

- a. “**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- b. “**Data Protection Law**” means all applicable legislation relating to data protection and privacy including without limitation the EU Data Protection Directive 95/46/EC and other applicable laws and regulations which amend or replace any of them, including the GDPR, together with any national implementing laws in any Member State of the European Union or, to the extent applicable, in any other country, as amended, repealed, consolidated or replaced from time to time. The terms “process”, “processes” and “processed” will be construed accordingly.
- c. “**Data Subject**” means the individual to whom Personal Data relates.
- d. “**GDPR**” means 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.
- e. “**Instruction**” means the written, documented instruction, issued by Controller to Processor, and directing the same to perform a specific action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).
- f. “**Personal Data**” means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Law.

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- g. **“Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- h. **“Processing”** means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data.
- i. **“Processor”** means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.

2. **Details of the Processing**

- a. Categories of Data Subjects. Controller’s Contacts and other end users including Controller’s employees, contractors, collaborators, customers, prospects, suppliers and subcontractors. Data Subjects also include individuals attempting to communicate with or transfer Personal Data to the Controller’s end users.
 - b. Types of Personal Data. Contact Information, the extent of which is determined and controlled by the Customer in its sole discretion, and other Personal Data such as navigational data (including website usage information), email data, system usage data, application integration data, and other electronic data submitted, stored, sent, or received by end users via the internet.
 - c. Subject-Matter and Nature of the Processing. The subject-matter of Processing of Personal Data by Processor is the provision of the services to the Controller that involves the Processing of Personal Data. Personal Data will be subject to those Processing activities as may be specified in the Agreement and an Order.
 - d. Purpose of the Processing. Personal Data will be processed for purposes of providing the services set out and otherwise agreed to in the Agreement and any applicable Order.
 - e. Duration of the Processing. Personal Data will be processed for the duration of the Agreement, subject to Section 4 of this DPA.
3. **Customer Responsibility:** Within the scope of the Agreement and in its use of the services, Controller shall be solely responsible for complying with the statutory requirements relating to data protection and privacy, in particular regarding the disclosure and transfer of Personal Data

to the Processor and the Processing of Personal Data. For the avoidance of doubt, Controller's instructions for the Processing of Personal Data shall comply with the Data Protection Law. Controller shall inform Processor without undue delay and comprehensively about any errors or irregularities related to statutory provisions on the Processing of Personal Data.

4. **Obligations of Processor**

- a. Compliance with Instructions. The parties acknowledge and agree that Customer is the Controller of Personal Data and Kornerstone Analytics Private Limited is the Processor of that data. Processor shall collect, process and use Personal Data only within the scope of Controller's Instructions. If the Processor believes that an Instruction of the Controller infringes the Data Protection Law, it shall immediately inform the Controller without delay. If Processor cannot process Personal Data in accordance with the Instructions due to a legal requirement under any applicable European Union or Member State law Processor will (i) promptly notify the Controller of that legal requirement before the relevant Processing to the extent permitted by the Data Protection Law; and (ii) cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as the Controller issues new instructions with which Processor is able to comply.
- b. Security. Processor shall take the appropriate technical and organizational measures to adequately protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Such measures include, but are not be limited to:
 - i. the prevention of unauthorized persons from gaining access to Personal Data Processing systems (physical access control),
 - ii. the prevention of Personal Data Processing systems from being used without authorization (logical access control),
 - iii. ensuring that persons entitled to use a Personal Data Processing system gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of Processing or use and after storage, Personal Data cannot be read, copied, modified or deleted without authorization (data access control),

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- iv. ensuring that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified (data transfer control),
 - v. ensuring the establishment of an audit trail to document whether and by whom Personal Data have been entered into, modified in, or removed from Personal Data Processing systems (entry control),
 - vi. ensuring that Personal Data is Processed solely in accordance with the Instructions (control of instructions),
 - vii. ensuring that Personal Data is protected against accidental destruction or loss (availability control).
 - viii. Upon Controller's request, Processor shall provide a current Personal Data protection and security program relating to the Processing hereunder. Processor will facilitate Controller's compliance with the Controller's obligation to implement security measures with respect to Personal Data (including if applicable Controller's obligations pursuant to Articles 32 to 34 (inclusive) of the GDPR), by (i) implementing and maintaining the security measures described under Appendix 2, (ii) complying with the terms of Section 4.4 (Personal Data Breaches); and (iii) providing the Controller with information in relation to the Processing in accordance with Section 5 (Audits).
- c. Confidentiality. Processor shall ensure that any personnel whom Processor authorizes to process Personal Data on its behalf is subject to confidentiality obligations with respect to that Personal Data. The undertaking to confidentiality shall continue after the termination of the above-entitled activities.
- d. Personal Data Breaches. Processor will notify the Controller as soon as practicable after it becomes aware of any of any Personal Data Breach affecting any Personal Data. At the Controller's request, Processor will promptly provide the Controller with all reasonable assistance necessary to enable the Controller to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if Controller is required to do so under the Data Protection Law.

- e. Data Subject Requests. Processor will provide reasonable assistance, including by appropriate technical and organizational measures and taking into account the nature of the Processing, to enable Controller to respond to any request from Data Subjects seeking to exercise their rights under the Data Protection Law with respect to Personal Data (including access, rectification, restriction, deletion or portability of Personal Data, as applicable), to the extent permitted by the law. If such request is made directly to Processor, Processor will promptly inform Controller and will advise Data Subjects to submit their request to the Controller. Controller shall be solely responsible for responding to any Data Subjects' requests. Controller shall reimburse Processor for the costs arising from this assistance.
 - f. Sub-Processors. The Processor shall be entitled to engage sub-processors to fulfill the Processor's obligations defined in the Agreement by way for controller agreeing to the terms of service of Kornerstone Analytics Private Limited. Where the Processor engages sub-processors, the Processor will engage only with sub processors whose terms of service honor the same obligations that apply to the Processor under this DPA.
 - g. Data Transfers. Controller acknowledges and agrees that, in connection with the performance of the services under the Agreement, Personal Data will be transferred to Kornerstone Analytics Private Limited in India. The Standard Contractual Clauses as recommended by the European Commission will apply with respect to Personal Data that is transferred outside the EEA, either directly or via onward transfer, to any country not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the Data Protection Law).
 - h. Deletion or Retrieval of Personal Data. Other than to the extent required to comply with Data Protection Law, following termination or expiry of the Agreement, Processor will delete all Personal Data (including copies thereof) processed pursuant to this DPA. If Processor is unable to delete Personal Data for technical or other reasons, Processor will apply measures to ensure that Personal Data is blocked from any further Processing.
5. **Audits:** Controller may, prior to the commencement of Processing, and at regular intervals thereafter, audit the technical and organizational measures taken by Processor. For such purpose, Controller may, e.g.,
- a. obtain information from the Processor,

- b. request Processor to submit to Controller an existing attestation or certificate by an independent professional expert, or
- c. upon reasonable and timely advance agreement, during regular business hours and without interrupting Processor's business operations, conduct an on-site inspection of Processor's
- d. business operations or have the same conducted by a qualified third party which shall not be a competitor of Processor.
- e. Processor shall, upon Controller's written request and within a reasonable period of time, provide Controller with all information necessary for such audit, to the extent that such information is within Processor's control and Processor is not precluded from disclosing it by applicable law, a duty of confidentiality, or any other obligation owed to a third party.

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