

## **GDPR Data Protection Addendum**

This GDPR Data Processing Addendum ("DPA") forms part of the Master Services Agreement (the "Agreement"), entered into by and between the Customer and Mixpanel, Inc. ("Mixpanel"), pursuant to which Customer has purchased subscriptions to Mixpanel's Application Services as defined in the applicable Agreement. The purpose of this DPA is to reflect the parties' agreement with regard to the processing of personal data in accordance with the requirements of Data Protection Legislation as defined below.

If the Customer entity entering into this DPA has executed an order form or statement of work with Mixpanel pursuant to the Agreement (an "Ordering Document"), but is not itself a party to the Agreement, this DPA is an addendum to that Ordering Document and applicable renewal Ordering Documents. If the Customer entity entering into this DPA is neither a party to an Ordering Document nor the Agreement, this DPA shall only be valid and legally binding to the extent that Mixpanel processes Personal Data on the Customer's behalf (for example, for purposes of Customer's evaluation of Mixpanel's services). Such entity should request that the Customer entity that is a party to the Agreement executes this DPA.

This DPA shall not replace or supersede any agreement or addendum relating to processing of personal data negotiated by Customer and referenced in the Agreement, and any such individually negotiated agreement or addendum shall apply instead of this DPA.

In the course of providing the Application Services to Customer pursuant to the Agreement, or during the Customer's evaluation of such Application Services, Mixpanel may process personal data on behalf of Customer. Mixpanel agrees to comply with the following provisions with respect to any personal data submitted by or for Customer to the Application Services or collected and processed by or for Customer through the Application Services. Any capitalized but undefined terms herein shall have the meaning set forth in the Agreement.

### **Data Processing Terms**

In this DPA, "Data Protection Legislation" means the General Data Protection Regulation (Regulation (EU) 2016/679), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

"data controller", "data processor", "data subject", "personal data", "processing", and "appropriate technical and organisational measures" shall be interpreted in accordance with applicable Data Protection Legislation;

The parties agree that Customer is the data controller and that Mixpanel is its data processor in relation to personal data that is processed in the course of providing the Application Services or the evaluation thereof. Customer shall comply at all times with Data Protection Legislation in respect of all personal data it provided to Mixpanel pursuant to the Agreement.

The subject-matter of the data processing covered by this DPA is the Application Services ordered or evaluated by Customer either through Mixpanel's website or through an Ordering Document and provided by Mixpanel to Customer via [www.mixpanel.com](http://www.mixpanel.com), or through Customer's evaluation of the Application Services, or as additionally described in the Agreement or the DPA. The processing will be carried out until the term of Customer's ordering of the Application Services or evaluation thereof ceases. Further details of the data processing are set out in Annex 1 hereto.

In respect of personal data processed in the course of providing the Application Services, Mixpanel:

1        shall process the personal data only in accordance with the documented instructions from Customer (as set out in this DPA or the Agreement or as otherwise notified by Customer to Mixpanel (from time to time). If Mixpanel is required to process the personal data for any other purpose provided by applicable law to which it is

subject, Mixpanel will inform Customer of such requirement prior to the processing unless that law prohibits this on important grounds of public interest

2 shall notify Customer without undue delay if, in Mixpanel's opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation;

3 shall implement and maintain appropriate technical and organisational measures designed to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the personal data and having regard to the nature of the personal data which is to be protected.

4 may hire other companies to provide limited services on its behalf, provided that Mixpanel complies with the provisions of this Clause. Any such subcontractors will be permitted to process personal data only to deliver the services Mixpanel has retained them to provide, and they shall be prohibited from using personal data for any other purpose. Mixpanel remains responsible for its subcontractors' compliance with the obligations of this DPA. Any subcontractors to whom Mixpanel transfers personal data will have entered into written agreements with Mixpanel requiring that the subcontractor abide by terms substantially similar to this DPA. A list of subcontractors is attached as Annex II. If Customer requires notification of any updates to the list of subprocessors, Customer can request such notification in writing. Mixpanel will update this list within thirty (30) days of any such notification if the Customer does not legitimately object to such changes within that timeframe. Legitimate objections must contain reasonable and documented grounds relating to a subcontractor's non-compliance with applicable Data Protection Legislation, or whose anticipated processing activities do not meet the limitations and requirements set forth in this DPA (including the purpose limitation set in Section 1 above). If Mixpanel is unable or unwilling to continue providing the same level of Application Services without using such objected-to subcontractor, the Customer may, by providing written notice to Mixpanel, terminate the Agreement.

5 shall ensure that all Mixpanel personnel required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations sets out in this DPA;

6 at the Customer's request (and insofar as is possible), shall assist the Customer by implementing appropriate and reasonable technical and organisational measures to reasonably assist with the Customer's obligation to respond to requests from data subjects under Data Protection Legislation (including requests for information relating to the processing, and requests relating to access, rectification, erasure or portability of the personal data);

7 shall take reasonable steps at the Customer's reasonable request to assist Customer in meeting Customer's obligations under Article 32 to 36 of that regulation taking into account the nature of the processing under this DPA;

8 at the end of the applicable term of the Application Services, or evaluation thereof, upon Customer's request, shall securely destroy or return such personal data to Customer;

9 may transfer personal data from the EEA to the US for the purposes of this DPA pursuant to the EU-US and Swiss-US Privacy Shield provided that Mixpanel maintains its certification under the EU-US and Swiss-US Privacy Shield;

10 shall allow Customer and its respective auditors or authorized agents to conduct audits or inspections during the term of the Agreement, which shall include providing reasonable access to the premises, resources and personnel used by Mixpanel in connection with the provision of the Application Services, and provide all reasonable assistance in order to assist Customer in exercising its audit rights under this Clause. The purposes of an audit pursuant to this Clause include to verify that Mixpanel is processing personal data in accordance with its obligations under the DPA and applicable Data Protection Legislation. Notwithstanding the foregoing, except as

otherwise required under applicable Data Protection Legislation, such audit shall consist solely of: (i) the provision by Mixpanel of written information (including, without limitation, questionnaires and information about security policies) that may include information relating to subcontractors; and (ii) interviews with Mixpanel's IT personnel. Such audit may be carried out by Customer or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality. For the avoidance of doubt no access to any part of Mixpanel's IT system, data hosting sites or centers, or infrastructure will be permitted, except as otherwise required under applicable Data Protection Legislation.

11 If Mixpanel becomes aware of any breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, use, or disclosure of, or access to the personal data that is processed by Mixpanel in the course of providing the Application Services (an "Incident") under the Agreement or the evaluation thereof it shall without undue delay notify Customer and provide Customer with a description of the Incident as well as periodic updates to information about the Incident, including its impact on Customer Content. Mixpanel shall additionally take action to investigate the Incident and reasonably prevent and mitigate the effects of the Incident;

12 Mixpanel shall provide information requested by Customer to demonstrate compliance with the obligations set out in this DPA.

## **Annex 1**

### **Details of the Data Processing**

Mixpanel shall process information to provide the Application Services pursuant to the Agreement, or in course of Customer's evaluation of the Application Services. Mixpanel shall process information sent by Customer's end users identified through Customer's implementation of the Application Services. As an example, in a standard programmatic implementation, to utilize and/or evaluate the Application Services, Customer may allow the following information to be sent by default as "default properties":

#### **Types of Personal Data**

App Build Number

App Release

App Version

App Version

Carrier

City

Country

Device Model

Distinct ID

Insert ID

Library Version

Manufacturer  
Mixpanel Library  
Model  
OS  
OS Version  
Radio  
Region  
Screen Height  
Screen Width  
Time  
Time Stamp  
Wifi  
City  
Region  
Country  
Time zone  
Browser  
Browser Version  
Device  
Current URL  
Initial Referrer  
Initial Referring Domain  
Operating System  
Mixpanel Library  
Referrer  
Referring Domain  
Screen Height

Screen Width

Search Engine

Search Keyword

UTM Parameters (i.e., any UTM tags associated with the link a customer clicked to arrive at the domain)

Last Seen (the last time a property was set or updated).

For a full list of default properties available to Customer, see:

<https://mixpanel.com/help/questions/articles/what-properties-do-mixpanels-libraries-store-by-default>

Additional detail regarding what information Customer may send to Mixpanel can be found in the terms of the Agreement and here:

<https://mixpanel.com/help/questions/>

### **Categories of Data Subjects**

users of Customer's mobile application.

### **Processing Activities**

The provision of Application Services by Mixpanel to Customer.

## **Annex II**

### **Mixpanel, Inc. Subprocessors**

Mixpanel, Inc. ("Mixpanel") uses certain subprocessors to assist it in providing to its customers the Application Services as described in the Master Services Agreement or Terms of Use available at <https://www.mixpanel.com/terms/> or such other location as the Terms of Use may be posted from time to time (as applicable, the "Agreement"). Defined terms used herein shall have the same meaning as defined in the Agreement.

A subprocessor is a third party data processor engaged by Mixpanel, including entities from within the Mixpanel group, who has or potentially will have access to or process Customer Content (which may contain Personal Data). Mixpanel engages different types of subprocessors to perform various functions as explained in the tables below.

<b>Sub-Processor</b>	<b>Purpose</b>	<b>Location</b>
Google, Inc.	Infrastructure/Crash Reporting	Netherlands
Softlayer Technologies, Inc.	Messaging Infrastructure	USA
Twilio, Inc.	SMS Notifications	USA

Zendesk, Inc.	Customer Account Administration and Support	USA
250OK LLC	Email Performance Monitoring	USA
Atlassian Pty, Ltd.	Bug Tracking	USA
Oracle America, Inc.	DNS provider	USA
Mixpanel International, Inc.	Subsidiary Sharing for Global Support	United Kingdom Spain Singapore
Apple, Inc.	Push notification delivery service	USA
Message Systems, Inc. (dba SparkPost)	Email deliverability analysis, recipient validation, email API integration	USA

<b>Signature for PagoPA S.p.A.</b>	<b>Signature for Mixpanel</b>
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