



MotionCX, Inc.
Data Processing Exhibit

The following Data Processing Exhibit (the “DPE”) forms an integral part of the Agreement between Customer and MotionCX, Inc. (“**MotionCX**”) for Customer’s use of the Services as document in the Master Services Agreement between Customer and MotionCX (the “**MSA**”). This DPE governs the responsibilities of the parties with respect to the processing of personal information (defined below) which is subject to the CCPA (defined below) and is processed in the course of Customer’s use of the Services. All undefined capitalized Terms herein shall have the same meaning as in the MSA, as applicable.

In the event of any conflict or inconsistency between the MSA and this DPE, this DPE shall govern.

1. “**CCPA**” means the California Consumer Privacy Act of 2018, as amended, and any regulations promulgated thereunder. The terms “**aggregate consumer information**”, “**business**”, “**business purpose**”, “**deidentified information**”, “**personal information**”, “**processing**”, “**sell**”, and “**service provider**” shall have the same meaning as in the CCPA.
2. MotionCX and Customer agree that, as to processing of personal information as part of provision of the Services, MotionCX is a service provider and Customer is the business. Accordingly, except as otherwise permitted by the CCPA, MotionCX shall not:
 - a. Sell the personal information, or
 - b. Retain, use, or disclose the personal information for any purpose other than for the business purpose, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the Services.
3. MotionCX shall not process the personal information other than on Customer’s documented instructions, which include processing to detect data security incidents, protecting against fraudulent or illegal activity, creation of datasets of aggregate consumer information and deidentified information that MotionCX can compile and use for its other clients, appointing subprocessors, and any other business purpose or operational purpose permissible under the CCPA of a service provider that does not cause MotionCX to lose its service provider status (the “**Documented Instructions**”).
4. MotionCX will work in good faith to cooperate and assist Customer with any reasonable written request from Customer to comply with its obligation under the CCPA to respond to verifiable consumer requests that concern personal information that MotionCX may be processing on Customer’s behalf. MotionCX may, in its discretion, charge reasonable fees for providing such assistance.
5. Subject to the terms set forth in the MSA, this DPE, and the CCPA, Customer acknowledges and agrees that MotionCX may use MotionCX affiliates and other sub-processors to process personal information to provide the Services on its behalf.
6. If Customer is a publisher or platform, then Customer represents and warrants that the personal information being processed by MotionCX as part of the Services was collected by Customer

under privacy notices that allow for MotionCX to process the personal information pursuant to the Documented Instructions.

7. The CCPA remains subject to amendment and an ongoing rulemaking process whereby the regulations may be updated, and other states and the United States Congress are or may in the future be considering similar laws (all of the foregoing, "**New Privacy Laws**"). Customer agrees that it will work together in good faith with MotionCX to amend this DPE to address compliance with New Privacy Laws.