



**CALIFORNIA CONSUMER PRIVACY RIGHTS ACT  
AMENDMENT TO DATA PROCESSING ADDENDUM/AGREEMENT  
(Rev October 2022)**

This California Consumer Privacy Rights Act Amendment (“**Amendment**”) to the Data Processing Addendum or Data Processing Agreement entered into by and between Braze, Inc. (“**Braze**”) and the Customer identified in the signature block below (“**Customer**”) (the “**DPA**”) is effective as of the last date beneath the parties’ signature below (the “**Amendment Effective Date**”). Terms used herein without definition are used as defined in the applicable DPA or Master Subscription Agreement between Braze and Customer (the “**Agreement**”).

1. Any existing CCPA terms are deleted from the DPA and the following section shall be inserted in the DPA, and numbered accordingly:

**“CCPA PROVISIONS**

Any capitalized term used in this Section but not defined herein, shall have the meaning set forth in the CCPA. The following shall apply for Customers subject to the CCPA:

1. “**CCPA**” means the California Consumer Privacy Act 2018, Cal. Civ. Code § 1798.100 et seq., as it is amended by the California Privacy Rights Act of 2020 (“**CPRA**”), their implementing regulations, as further amended from time to time.
2. All references to “**Personal Data**”, “**Controller**”, “**Processor**” and “**Data Subject**” in this DPA shall be deemed to be references to “**Personal Information**”, “**Business**”, “**Service Provider**” and “**Consumer**” as defined in the CCPA. References to Processing shall include retention, use and disclosure of Personal Data.
3. Customer shall disclose Personal Data only for the limited and specified purposes described in Section “**Processing of Personal Data**”.
4. Braze will not retain, use, disclose or otherwise Process Personal Data for any other purpose, including any Commercial Purpose, or outside of the direct business relationship with Customer as described in the Agreement.
5. Braze will Process Personal Data in accordance with the Business Purpose as set forth in Section “**Processing of Personal Data**” and providing the same level of privacy protection as is required by the CCPA. For clarity, the Braze Services are a Software-as-a-Service platform that includes customer relationship management and marketing automation tools and enables brands to drive user engagement and retention through multi-channel campaigns.
6. Braze shall not Sell or Share Personal Data.
7. Customer’s right to take reasonable and appropriate steps to help to ensure that Braze uses Personal Data transferred in a manner consistent with Customer’s obligations under the CCPA shall be exercised in accordance with Sections “**Cooperation**” and “**Audit Right**” below.
8. Unless permitted by the CCPA, Braze will not combine Personal Data received from, or on behalf of, Customer with other Personal Data it receives from, or on behalf of, another party, or Personal Data that Braze has received from its own interactions with Data Subjects.
9. Braze certifies that it understands the restrictions set forth in this DPA and will comply with them.”

In addition to CCPA specific amendments to your DPA, the following additional amendments to your DPA shall apply:

2. The following section shall be inserted in the DPA, and numbered accordingly:

**“COOPERATION**

1. Upon Customer’s request, Braze shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer’s obligations under Data Protection Laws and Regulations, including with regards to data privacy impact assessments and consultations with supervisory authorities, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Braze. Cooperation may include the provision of appropriate technical and organizational measures, where possible, through the Braze Services and/or as outlined in the Documentation.

2. Braze shall immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Laws and Regulations.
  3. Where required under Data Protection Laws and Regulations, Braze shall notify Customer if Braze is no longer able to comply with its Processing obligations under such Data Protection Laws and Regulations. Customer agrees to exercise any resulting remediation rights under Data Protection Laws and Regulations acting in good faith and in a proportionate manner, and where appropriate, taking into account Braze’s expertise.”
3. In the event that Customer does not have an on-site audit right under its Agreement with Braze, separate from an applicable audit right under the 2021 EU Standard Contractual Clauses, then the following audit right section shall be inserted at the end of the DPA after the Cooperation Section, and numbered accordingly:

**“AUDIT RIGHT**

To the extent required by Data Protection Laws and Regulations, Braze shall allow Customer to perform on-site audits (“**On-Site Audits**”), up to once per year, as follows: (a) before the commencement of any such On-Site Audit, Customer and Braze shall mutually agree upon the scope, cost and date of the On-Site Audit, with such On-Site Audit not exceeding one (1) business day; (b) Customer may carry out an On-Site Audit of facilities operated by Braze, during normal business hours, and with at least three-weeks’ written prior notice; (c) Braze shall provide reasonable cooperation and make relevant Braze employees available to Customer; (d) such On-Site Audit may be conducted at Customer’s own cost, by Customer or Customer’s independent, third-party auditor that is not a competitor of Braze and that is subject to confidentiality obligations substantially similar to those set forth in the Agreement; and (e) Customer shall promptly notify Braze with information regarding any non-compliance discovered during an On-Site Audit.”

***(PLEASE INSERT BELOW THE FULL LEGAL NAME OF YOUR COMPANY IN BLOCK CAPITAL LETTERS (FOR EXAMPLE: CUSTOMER, INC.) AND RETURN THE FULLY SIGNED COPY OF THIS AMENDMENT TO BRAZE BY EMAIL AT [PRIVACY@BRAZE.COM](mailto:PRIVACY@BRAZE.COM))***

**Customer:** \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BRAZE, INC.** DocuSigned by:  
*Isabelle Winkles*  
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Signature: \_\_\_\_\_

Printed: Isabelle winkles

Title: CFO

Date: April 4, 2023 | 4:57 PM EDT