EUROPEAN AMENDMENT TO DATA PROCESSING ADDENDUM/AGREEMENT
(Rev October 2022)

This 2021 EU SCCs and UK Addendum 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. The **2010 Standard Contractual Clauses (**or 2010 SCCs**)** definition shall be deleted from the Definitions section of the DPA.

2. The following definitions shall be inserted in the Definitions section of the DPA:

    "**2021 EU Standard Contractual Clauses**" or "**2021 EU SCCs**" means the "Controller to Processor" modules of the 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, pursuant to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, that Customer and Braze, Inc. may enter into and that Braze makes available at www.braze.com/legal.
    "2021 EU SCCs P2P" means the "Processor to Processor" modules of the 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, pursuant to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 that Braze may enter into with its Sub-processors.
    "**UK Addendum**" means the International Data Transfer Addendum to the 2021 EU SCCs, issued by the Information Commissioner under S119A(1) Data Protection Act 2018, Version B1.0, that Customer and Braze, Inc. may enter into, and that Braze makes available at www.braze.com/legal.

3. The transfer mechanisms for international data transfers section and/or provisions in the DPA shall be deleted and replaced with the following:

    "The following provisions apply solely where Customer or an Authorized Affiliate is subject to the Data Protection Laws and Regulations of the United Kingdom ("UK") or the European Union ("EU"). As of the Effective Date of this DPA, with regard to any transfers of Personal Data under this DPA from the EU, or the UK to countries which do not ensure an adequate level of data protection within the meaning of the Data Protection Laws and Regulations of the foregoing territories, Braze makes available the following transfer mechanism(s) which shall apply, in the order of precedence as set out below, if applicable:

    3.1 Any valid transfer mechanism pursuant to applicable EU and/or UK Data Protection Laws and Regulations (excluding the SCCs and the UK Addendum), to which Braze would subscribe, certify or participate in.

    3.2 Standard contractual clauses, being either the SCCs and/or the UK Addendum, when they are an available and a valid transfer mechanism under applicable Data Protection Laws and Regulations, and the parties acknowledge and agree that they will comply with such standard contractual clauses as set out below:

    a) Signing of this DPA, an agreement referencing this DPA, or an Order Form under an agreement referencing this DPA by any party shall be treated as signing of the SCCs by such party. Customer and any applicable Authorized Affiliates are each the data exporter. The SCCs shall be deemed incorporated into this DPA. Details required under Annexes 1, 2 and 3 of the SCCs are respectively available in Schedule 1, 2 and 3 to this DPA. In the event of any conflict or inconsistency between this DPA and the SCCs the SCCs shall prevail.

    b) **General**. To the extent legally permitted, a "binding decision" is a final, non-appealable decision of a court or regulator. To the extent legally permitted, any and all communications, instructions, notifications, enquiries, requests, correspondence, co-operation, and assistance intended under the SCCs or P2P SCCs (i) between Braze and Data Subjects, shall be made exclusively via Customers; and (ii) between Customer and Sub-processors, shall be made exclusively via Braze.

    c) **SCCs Clause 8.3 - SCCs Copy**. On request by a Data Subject, the Customer may make available to the Data Subject a copy of the SCCs, and for the avoidance of doubt, not the entirety of this DPA. Any business secrets or other Confidential Information shall be redacted out from such copy.

    d) **SCCs Clause 8.9 - Audit Rights.** Audits pursuant to Clause 8.9 of the SCCs shall be carried out in accordance with Section 10.3 above. In addition, in case of demonstrable indications of material non-compliance by Braze of its processing obligations under the SCCs, Customer may perform an On-site Audit ("**Compliance Audit**"), in which case any On-site Audit performed pursuant to Section 10.3 (ii) (f) shall not take place any earlier than twelve months from such Compliance Audit.

e) **SCCs Clause 9 - Sub-processors.** Section 5 of this DPA represents Customer's express consent regarding existing and new Sub-processors under Clause 9(a) of the SCCs. On request by Customer, Braze shall make available to Customer a copy of the applicable P2P SCCs with applicable Sub-processor(s), and for the avoidance of doubt, not the entirety of the DPA with such Sub-processor(s). Any business secrets or other Confidential Information shall be redacted out from such copy. Braze shall in accordance with Clause 9(d) notify the Customer of any failure by the Sub-processor to fulfil its obligations under the P2P SCCs where such a failure leads to Braze being in material breach of this DPA.

f) **SCCs Clause 14 - Transfer Impact Assessments.** Upon Customer request, Braze will make available to Customer its documented assessment of its processing of Personal Data hereunder for the purpose of Clause 14 of the SCCs.

g) **SCCs Clauses 14 (f), 16 (b) and 16 (c) - Suspension and Termination.** Without prejudice to any other rights or remedies available to either party under this DPA, where Customer exercises any of its rights to suspend the processing of Personal Data within the Braze Services or its right to terminate any applicable Order Form(s) pursuant to Clauses 14 (f), 16 (b) or16 (c):

   1. Customer shall notify Braze in writing setting forth in reasonable detail the alleged or actual material non-compliance with the requirements of the SCCs ("**Compliance Situation**"); *and*

   2. if within thirty (30) days after receipt of such notice by Braze, Braze does not: (x) demonstrate that the Compliance Situation does not lead to a violation of the SCCs, or (y) make available to Customer a change in the Braze Services, or recommend a commercially reasonable change in Customer's configuration of the Braze Services, that remedies such Compliance Situation without unreasonably burdening Customer; *then*

   3. Customer may terminate the relevant Order Form(s) pursuant to the SCCs and the Termination for Cause section of the Agreement."

4. **Schedules.** The Schedules of the DPA shall be re-numbered and amended as follows:

Schedule 1 "Details of the Processing": The "Details relevant for Appendix 1 to Standard Contractual Clauses" section of the "Details of the Processing" schedule is removed (and added to the 2021 EU SCCs appendix). The "Details of the Processing" Schedule is updated and replaced with Schedule 1 "Details of the Processing" of the data processing addendum found at www.braze.com/dpa, and being the version published as at the last date of the parties' signatures below

Schedule 2 "Braze Security, Privacy and Architecture Datasheet": The "Braze Security, Privacy and Architecture Information Security Datasheet" Schedule is updated and replaced with Schedule 2 "Braze Security, Privacy and Architecture Datasheet" of the data processing addendum found at www.braze.com/dpa, and being the version published as at the last date of the parties' signatures below

Schedule 3 "List of Sub-Processors Used in Connection with the Braze Services": Any list of Sub-Processors attached to the DPA is updated and replaced with Schedule 3 "List of Sub-Processors Used in Connection with the Braze Services" of the data processing addendum found at www.braze.com/dpa, and being the version published as at the last date of the parties' signatures below

(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)

Customer: _____

Signature: _____

Printed: _____

Title: _____

Date: _____

BRAZE, INC.

Signature: _Isabelle Winkles_
76FA2FA01DF84CC...

Printed: Isabelle Winkles

Title: CFO

Date: April 4, 2023 | 4:56 PM EDT