DATA PROCESSING AGREEMENT

Last updated [June 2026]

1 Definitions

In this Data Processing Agreement:

'**Applicable Law**' means any legislation or regulation which is binding on a party.

'**Customer**' means a 'Customer' under the Terms of Service.

'**Customer Instance**' means an instance of a Product established by Snapper for a Customer (where applicable).

'**Customer Data**' means:

a all data inputted or created by a Customer, or any other person in connection with the Products;

b any other data collected by or on behalf of a Customer or any other person and made available to Snapper in connection with the Products; and

c any modifications, adaptations, or derivations of the data described above.

'**Customer Personal Data**' means Customer Data that is Personal Data which is Processed by Snapper through the Products.

'**Data Protection Laws**' means all legislation and regulations relating to data protection and privacy that are binding on a party in relation to Customer Personal Data, including:

a in the EU, 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, and repealing Directive 95/46/EC;

b in the UK, the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the '**Data Protection Regulations**'), and the UK GDPR (as defined in the Data Protection Regulations); and

c in New Zealand, the Privacy Act 2020.

'**Data Subject**' means a natural person to whom Customer Personal Data relates.

'**Personal Data**' has the meaning given to it, or to the term 'personal information', by applicable Data Protection Laws.

'**Personal Data Breach**' has the meaning given to it by applicable Data Protection Laws.

'**Process**' means to compile, arrange, develop, store, transmit, aggregate, anonymise or otherwise use (and '**Processing**' has the same meaning).

'**Products**' means the software platform known as MOSAIQ TRANSIT INTELLIGENCE SUITE, which includes the products, modules, APIs and other applications described at mosaiq.co.

'**Snapper**' means Snapper Services Limited.

'**Subject Access Request**' has the meaning given to it by clause 8.

'**Technical Measures**' has the meaning given to it by clause 3.

'**Terms of Service**' means the terms of service applicable to use of a Product, as set out at mosaiq.co.

2 Snapper's use of Customer Data

Customer hereby instructs Snapper to Process the Customer Personal Data for which Customer is the controller (including by retaining copies of that Customer Personal Data) for the following purposes:

a providing the Products and each Customer Instance;

b preventing and/or addressing service, support, or technical problems;

c undertaking maintenance, support, upgrades, and revisions of the Products and each Customer Instance;

d detecting, investigating, and protecting against security incidents, and fraudulent, malicious, and illegal activity in connection with the Products and each Customer Instance;

e producing analytics, statistics, and reports regarding the use of the Products and each Customer Instance, including to understand how such software is being used and performing, for maintenance and quality assurance purposes, and to improve and develop new services;

f exercising Snapper's rights and complying with Snapper's obligations under this Data Processing Agreement;

g creating anonymised datasets in connection with the use of each Customer Instance, to assist Snapper to improve Snapper's software and its offering of services to Customers, and others; and

h where required and/or permitted to do so in accordance with Applicable Law.

3 Snapper's obligations

Snapper will:

a when Processing any of the Customer Personal Data, comply with all obligations imposed on Snapper under Data Protection Laws;

b implement and maintain adequate technical and organisational measures for the protection of the security, confidentiality, and integrity of the Customer Data (including the Customer Personal Data) ('**Technical Measures**');

c ensure the Technical Measures include measures for preventing access, use, modification, or disclosure of the Customer Data by Snapper's personnel (including by requiring that Snapper's personnel are bound by the obligation of confidentiality), except:

i to provide the Products and each Customer Instance in the manner contemplated by this agreement (including to address service, support, or technical issues);

ii as required by Applicable Law;

iii with Customer's written consent; and

iv as otherwise contemplated by this Data Processing Agreement;

d Process the Customer Data (and will host and access all of the Customer Personal Data Processed through each Customer Instance) using such equipment or personnel located within the European Union, the United Kingdom, New Zealand, and/or any other country in which Snapper is permitted under applicable Data Protection Laws to Process Customer Personal Data (including, without limitation, because of an adequacy decision or other permitted transfer mechanisms such as standard contractual clauses);

e inform Customer of any legal requirement to which Snapper is subject which will require Snapper to Process any of the Customer Personal Data, unless Snapper is prohibited from doing so.

4 Subprocessor

Snapper may engage a subprocessor to hold or process the Customer Personal Data, and must do so on written terms which:

a require such subprocessor to hold or process the Customer Personal Data solely for the purposes described in clause 2;

b impose obligations on the subprocessor which are consistent with the obligations imposed on Snapper in this Data Processing Agreement (as if references in this clause to 'Snapper' were references to the subprocessor).

5 Transfer of Customer Personal Data to subprocessor

Snapper will ensure that the transfer of the Customer Personal Data to a subprocessor engaged by Snapper complies with applicable Data Protection Laws.

6 Personal Data Breach

Snapper will notify Customer without undue delay and in any event within 48 hours after becoming aware of a Personal Data Breach or suspected Personal Data Breach in relation to any Customer Personal Data, and Snapper will give all necessary assistance to Customer to respond to and/or notify any person in connection with such a Personal Data Breach or suspected Personal Data Breach.

7 Record keeping and auditing

Snapper will:

a maintain all related records to demonstrate Snapper's compliance with the obligations set out in this Data Processing Agreement and will make such records available to Customer on reasonable request;

b permit Customer or an independent third party auditor for whom Customer (or a person acting on behalf of Customer) is responsible to conduct audits of Snapper's records and systems, to the extent within Snapper's control, for the purposes of Customer or such auditor assessing Snapper's compliance with the obligations set out in this Data Processing Agreement, provided that:

i any audit that Customer (or an auditor appointed by or on behalf of Customer) conducts must be undertaken at a time and in a manner which causes the least disruption to Snapper's business and operations;

ii Snapper may charge Customer for reasonable out-of-pocket expenses that Snapper incurs in connection with, and for (on a time and attendance basis) any of Snapper's internal resources for which Snapper deploys to respond to any request for, or conduct of, an audit under this clause 7 (including reasonable legal costs as between client and solicitor).

8 Requests and assistance

Snapper:

a will promptly notify Customer if Snapper receives a request from a Data Subject to exercise any rights in connection with the Customer Personal Data under Data Protection Laws ('**Subject Access Request**'); and

b will, on request by or on behalf of Customer, provide assistance to Customer:

i in Customer's response to any Subject Access Request;

ii in connection with the conduct of any data protection or privacy impact assessment relating to the Processing,

in which case Snapper may charge Customer for all reasonable out-of-pocket expenses that Snapper incurs in connection with, and (on a time and attendance basis) for any of Snapper's internal resources which Snapper deploys to respond to, any request made under this clause 8.

9 Customer obligations

Customer must:

a comply with all Data Protection Laws applicable to Customer's collection, use, disclosure and Processing of the Customer Personal Data;

b ensure that all necessary notices, permissions, and/or consents are in place to enable Snapper to Process the Customer Personal Data in the manner contemplated by clause 2;

c promptly notify Snapper if Customer becomes aware of any breach of any Data Protection Laws in connection with the Customer Personal Data and/or any complaint, request, or other matter which may adversely affect Snapper's reputation arising from or in connection with Snapper's use of the Customer Personal Data (regardless of whether such use complies with Data Protection Laws).

10 Collection of Personal Data directly by Snapper

Nothing in this Data Processing Agreement will prevent Snapper from directly contacting users of the Products to ask for feedback on the service, including by sending out customer satisfaction surveys and/or subscribing users to Snapper's email newsletters or marketing database, provided that as between Snapper and Customer, with respect to any Personal Data that Snapper collects from users in this manner:

a Snapper will not be held to Process that Personal Data on Customer's behalf for the purposes of this Data Processing Agreement; and

b Snapper will remain responsible for ensuring that the collection, use and disclosure of that Personal Data complies with Data Protection Laws.

11 Updates

11.1 **How Snapper may update**: Snapper may update this document by:

a posting an updated document at mosaiq.co; and/or

b notice in writing to Customers issued in accordance with the Terms of Service.

11.2 **Effective date of updates** Any updates made by Snapper in accordance with clause 11.1 will take effect as between Snapper and any existing Customer:

a in the case of non-material updates (such as grammatical changes), the inclusion of changes to accommodate the introduction of new services or features, or changes which a reasonable person would consider are beneficial to Customers, immediately;

b in the case of all other updates, 30 days after the date on which they are notified to you, or such longer period as we may notify to you (and continued use of the Products after such date will be deemed acceptance of the relevant updates).