PARTIES AND EXECUTION

Entity details: Nuvven Ltd 84 Commercial Street, Leigh Edinburgh, EH6 6LX United Kingdom	Entity details: **[INSERT COUNTERPARTY]**
Signature:	Signature:
Name: Biswajit Kundu Roy	Name:
Title: CEO	Title:
Date: 23/02/2025	Date:

VARIABLES

Parties' relationship	Processor to Controller	
Parties' roles	**[INSERT COUNTERPARTY NAME]** will act as the Controller (as defined in Section 1 of the Terms). Nuvven Ltd will act as the Processor (as defined in Section 1 of the Terms).	
Contacts	Processor	Controller
	Name: Biswajit Kundu Roy	Name:
	Email: biswajit@coastr.com	Email:
Main Agreement	Nuvven LTD's Terms and Conditions	
Term	This DPA will commence on the final date of signature by the Controller and will continue for as long as the Service, as defined in the Main Agreement, continues to be provided.	
Breach Notification Period	Notwithstanding the general requirement to notify "Without Undue Delay" upon becoming aware of a personal data breach, Nuvven LTD commits, where feasible and unless otherwise prohibited by law or due to circumstances beyond its control, to notify the relevant parties of such breach within a period of 24 hours from the moment of becoming aware of the breach.	
Sub-processor Notification Period	14 days before the new sub-processor is granted access to Personal Data.	
Liability Cap	Each party's aggregate liability under this DPA will not exceed £500,000.	

Governing Law and Jurisdiction	The Courts of England and Wales will have jurisdiction to settle any disputes which may arise out of or in connection with this DPA.
Data Protection Laws	All laws, regulations and court orders which apply to the processing of Personal Data, including in the European Economic Area (EEA), the United Kingdom (UK). This includes the: ● European Union Regulation (EU) 2016/679 ● the Data Protection Act 2018 each as amended from time to time.
Services related to processing	Nuvven LTD needs to process Personal Data on behalf of the Controller to provide the Service, as defined in the Main Agreement.
Duration of processing	For the Term of the Main Agreement
Nature and purpose of processing	Fleet Management, Online Bookings, Pricing Management, Billing and Invoicing, Booking Management, Customer Reporting, Customer Management, Customer Portals, Customer Digital Signatures.
Personal Data	The types of personal data processed are Contact Details, Personal Characteristics, Location Data, Financial Data, Fleet Data, Identifiers & Legal Documents, Technical Identifiers, Views and Opinions, Activity and Behavioural, Images and Recordings.
Data subjects	The individuals whose Personal Data will be processed are Customers, Customers' End-user
Special provisions	In the event of any conflict or inconsistency between the terms of this Data Processing Agreement (DPA) and the Main Agreement, the terms of this DPA shall prevail.
Transfer Mechanism	None are needed as the Processor (Nuvven LTD) is located in the UK, a country with an adequacy decision. The appropriate transfer mechanisms have been put in place with any sub-processor outside of the EEA, UK, or countries where an adequacy decision has been reached.

ANNEX 1

Security measures. Technical and organisational measures to ensure the security of Personal Data	Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall in relation to the Company Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. The Processor has put in place measures including, but not limited to, user access control, strong passwords and credential safekeeping, data encryption both at rest and in transit, data backup measures, and control of sub-processors (only working with processors that upkeep our own data protection standards).

ANNEX 2	
Sub-processors. Current sub-processors	Google Drive – Infrastructure/Integration or File Storage (European Economic Area)
	Google Maps Places – Navigation & Map Display (European Economic Area)
	Teltonika - Location and vehicle usage data (source data) from the telematics device (Lithuania)
	SmartCar - Location and vehicle usage data (source data) from telematics devices installed inside of vehicles. (United States)
	Driver and Vehicle Licensing Agency (DVLA) – Licence Checks (United Kingdom)
	Credas - Identity Verification System (United Kingdom)
	Transfer 360 - Transferring Liability of Tickets to Driver - United Kingdom
	Sentry - Error & Log Management (United States) - DPA
	New Relic - Error & Log Management (United States) - DPA
	Amazon Web Services (where the Coastr SaaS Platform is hosted) – Customer Management, Publish App to App Store, Booking Management, Fleet Management, Online Bookings, Customer Reporting, Customer Portals, Publish App to Google Play Store (United Kingdom)
	Nuvven India Private Limited - Database Management (India)

TERMS

1. What is this agreement about?

1.1 **Purpose**. The parties are entering into this Data Processing Agreement (**DPA**) for the purpose of processing Personal Data (as defined above).

1.2 **Definitions.** Under this DPA:

   (a) **adequate country** means a country or territory that is recognised by the Information Commissioner's Office from time to time as providing adequate protection for processing Personal Data,

   (b) **Controller**, **data subject**, **personal data breach**, **process/processing**, **Processor** and **supervisory authority** have the same meanings as in the Data Protection Laws,

   (c) **Sub-Processor** means another processor engaged by the Processor to carry out specific processing activities with Personal Data.

2. What are each party's obligations?

2.1 **Controller obligations.** Controller instructs Processor to process Personal Data in accordance with this DPA, and is responsible for providing all notices and obtaining all consents, licences and legal bases required to allow Processor to process Personal Data.

2.2 **Processor obligations.** Processor will:

   (a) only process Personal Data in accordance with this DPA and Controller's instructions (unless legally required to do otherwise),

   (b) not sell, retain or use any Personal Data for any purpose other than as permitted by this DPA and the Main Agreement,

   (c) inform Controller immediately if (in its opinion) any instructions infringe Data Protection Laws,

   (d) use the technical and organisational measures described in Annex 1 when processing Personal Data to ensure a level of security appropriate to the risk involved,

   (e) notify Controller of a personal data breach within the Breach Notification Period and provide assistance to Controller as required under Data Protection Laws in responding to it,

   (f) ensure that anyone authorised to process Personal Data is committed to confidentiality obligations,

   (g) without undue delay, provide Controller with reasonable assistance with:
      (i) data protection impact assessments,
      (ii) responses to data subjects' requests to exercise their rights under Data Protection Laws, and
      (iii) engagement with supervisory authorities,

   (h) if requested, the Company will provide the Customer with information necessary to demonstrate its compliance with obligations under Data Protection Laws and this DPA. Notwithstanding the generality of, and without prejudice to, the forgoing, the Company will conduct, without fail, an annual independent third party UK GDPR compliance and adequacy audit and inspection. The cost of said audit shall fall to the Company to pay for. The Company agrees to share the audit report and results with The Customer Immediately, and any material required outcomes of the audit must be resolved within 60 days of the audit results. Any failure to do so may be declared by the Customer to be a material breach which is not capable of being remedied under clause 15.2.1 of the Main Agreement.

   (i) the Company shall permit and assist in audits at the Customer's reasonable request. Audits are limited to once a year and conducted during business hours except in the event of a personal data breach. However, such limitation shall not restrict the annual compliance and adequacy audit as described in the preceding clause.

   (j) return Personal Data upon Controller's written request or delete Personal Data by the end of the Term, unless retention is legally required.

2.3 **Warranties**. The parties warrant that they and any staff and/or subcontractors will comply with their respective obligations under Data Protection Laws for the Term.

3. Sub-processing

3.1 **Use of sub-processors.** Controller authorises Processor to engage other processors (referred to in this section as **sub-processors**) when processing Personal Data. Processor's existing sub-processors are listed in Annex 2.

3.2 **Sub-processor requirements.** Processor will:
   (a) require its sub-processors to comply with equivalent terms as Processor's obligations in this DPA,
   (b) ensure appropriate safeguards are in place before internationally transferring Personal Data to its sub-processor, and
   (c) be liable for any acts, errors or omissions of its sub-processors as if they were a party to this DPA.

3.3 **Approvals.** Processor may appoint new sub-processors provided that they notify Controller in writing in accordance with the Sub-processor Notification Period and the Controller provides written approval, which cannot be unreasonably withheld and approval needs to be provided within 3 business days.

3.4 **Objections.** Controller may reasonably object in writing to any sub-processor. If the parties cannot agree on a solution within a reasonable time, either party may terminate this DPA.

4. International personal data transfers

4.1 **Instructions.** Processor will transfer Personal Data outside the UK, the EEA or an adequate country only on documented instructions from the Controller, unless otherwise required by law.

4.2 **Transfer mechanism.** Where a party is located outside the UK, the EEA or an adequate country and receives Personal Data:
   (a) that party will act as the **data importer**,
   (b) the other party (Nuvven LTD) is the **data exporter**, and
   (c) the relevant Transfer Mechanism will apply.

4.3 **Supplementary Measures Before Transfer**. Prior to any data export, it is Nuvven's responsibility to ensure that if the Transfer Mechanism is deemed insufficient to safeguard the transferred Personal Data, supplementary measures are promptly implemented to ensure that Personal Data is protected to the same standard as required under Data Protection Laws. No transfer shall take place until such supplementary measures have been effectively put in place by Nuvven.

4.4 **Disclosures.** Subject to terms of the relevant Transfer Mechanism, if the data importer receives a request from a public authority to access Personal Data, it will (if legally allowed):
   (a) challenge the request and promptly notify the data exporter about it, and
   (b) only disclose to the public authority the minimum amount of Personal Data required and keep a record of the disclosure.

5. Other important information

5.1 **Survival.** Any provision of this DPA which is intended to survive the Term will remain in full force.

5.2 **Order of precedence.** In case of a conflict between this DPA and other relevant agreements, they will take priority in this order:
   (a) Transfer Mechanism,
   (b) DPA,
   (c) Main Agreement.

5.3 **Notices.** Formal notices under this DPA must be in writing and sent to the Contact on the DPA's front page as may be updated by a party to the other in writing.

5.4 **Third parties.** Except for affiliates, no one other than a party to this DPA has the right to enforce any of its terms.

5.5 **Entire agreement.** This DPA supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person in entering into this DPA.

5.6 **Amendments.** Any amendments to this DPA must be agreed in writing.

5.7 **Assignment.** Neither party can assign this DPA to anyone else without the other party's consent.

5.8 **Waiver.** If a party fails to enforce a right under this DPA, that is not a waiver of that right at any time.

5.9 **Governing law and jurisdiction.** The Governing Law applies to this DPA and all disputes will only be litigated in the courts of the Jurisdiction.