MATRIX42

Version: 17.10.2025

SUPPLEMENTARY TERMS CONCERNING PROCESSING OF PERSONAL DATA FOR EUROPE

THESE SUPPLEMENTARY TERMS APPLY TO PROCESSING OF PERSONAL DATA IN CONNECTION WITH PROVISION OF SERVICES UNDER THE AGREEMENT, REGARDLESS IF THE SERVICES ARE ORDERED FROM MATRIX42 OR A CHANNEL PARTNER. BY USING THE SERVICES, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS DATA PROCESSING ADDENDUM, UNLESS MATRIX42 AND THE CUSTOMER HAVE CONCLUDED A SEPARATE WRITTEN DATA PROCESSING AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES, IN WHICH CASE SUCH WRITTEN AGREEMENT SHALL AUTOMATICALLY TAKE PRECEDENCE OVER THESE SUPPLEMENTARY TERMS.

DEFINITIONS

In addition to definitions set out in Matrix42 General Terms and Conditions the following expressions have the meaning set out below (and where the context so admits the singular shall include the plural and vice versa):

"**Controller**", "**Processor**", "**Process**", "**Processing**", **"Data Subject"**, "**Personal Data Breach**" and "**Supervisory Authority**" shall have the meaning set forth in the Data Protection Regulation;

"**Data Protection Laws**" means all applicable laws and regulations regarding the Processing of Personal Data in the country of Matrix42 entity contracting with the Customer;

"**Data Subject**" means an identified or identifiable natural person whose Personal Data is processed by Matrix42 under the Agreement;

"**Personal Data**" means any information relating to an identified or identifiable natural person, and which Matrix42 is processing under the Agreement or otherwise, and of which Customer is a Controller or Processor;

A.1 Purpose, roles and scope

A.1.1 The processing of Personal Data is at all times subject to the terms and conditions set out in these Supplementary Terms.

A.1.2 The subject matter of the Processing is Personal Data provided by the Customer for the purpose of providing Services under the Agreement and shall be carried out during the term of the Agreement.

A.1.3 Personal Data comprises of Customer's or its third parties Personal Data. To the extent Matrix42 processes Personal Data under the Agreement, the Parties acknowledge that Matrix42 is Processing Personal Data on behalf of the Customer. The scope of processing, as well as the types of processed personal data has been set out in Appendix 1 hereto.

A.1.4 Matrix42 shall Process Personal Data only on behalf of the Customer and at all times only in accordance with these Supplementary Terms. Within the scope of these Supplementary Terms, each Party shall be responsible for complying with its respective obligations.

A.2 General responsibilities of the Parties

A.2.1 Matrix42 shall process the Personal Data only to the extent necessary to provide the Services stipulated in the Agreement, and only according to the documented instructions of the Controller. The purposes of the processing are to enable Matrix42 to provide the Services which may include, but are not limited to, Cloud, Subscription, Support, maintenance, training, consultancy and Professional Services. These Supplementary Terms and the Agreement constitute the Customer's complete written instruction to Matrix42 given by the Customer its role as the Controller or Processor. The Customer may issue new documented instructions or amend the instructions set out herein subject to a written agreement between the Parties. Matrix42 shall have the right to charge for additional costs arising from complying with new or amended instructions from the Customer.

A.2.2 Matrix42 may, and Customer instructs Matrix42 to, process Personal Data for the following activities that are necessary to support the Agreement: (i) detect data security incidents; (ii) protect Personal Data against fraudulent or illegal activity; (iii) effectuate repairs to the Services; and (iv) provide, maintain, develop, or improve the quality of the Services.

A.2.3 Matrix42 will restrict its personnel from Processing Personal Data without authorization and ensure that members of Matrix42's staff or its Subprocessors with access to Personal Data have committed to an appropriate confidentiality obligation. The current list of Subprocessors as well as the purposes for which such Subprocessors are retained is available upon written request by the Customer.

A.2.4 Where instructed by Customer, Matrix42 shall correct, delete or block Personal Data. During the Subscription Term, Customer can access Customer Data at any time. Customer may export and retrieve its Customer Material from Services in a standard format. Where export and retrieval are subject to technical limitations and prerequisites, the Parties will agree on a reasonable method to allow Customer access to and export of Customer Material. Upon termination of the Agreement, the Parties shall follow what is agreed under the GTCs.

A.2.5 Matrix42 shall, taking into account the information available to Matrix42, provide reasonable assistance to the Customer in (i) responding to requests for exercising the rights of Data Subjects; (ii) correct, delete or block Personal Data; where Matrix42 has not provided needed information or

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means to the Customer; and (iii) ensuring the Customers compliance and making required information available related to the Customers obligations set out in Data Protection Regulation relating to data security and data protection impact assessments.

A.3 Data Security

A.3.1 Matrix42 has obtained third-party certifications in the domain of information security. Upon Customer's written request and subject to the confidentiality obligations set forth in the Agreement, Matrix42 will make available to Controller a copy of its then most recent third-party certifications, as applicable.

A.3.2 Matrix42 shall implement all required commercially feasible technical and organizational measures relating to the processing of personal data and their description is available on written request of the Customer or at https://marketplace.matrix42.com/enablement-and-more/ after the Customer has registered and logged into the service.

A.3.3 Matrix42 shall notify the Customer of all Personal Data Breaches without undue delay after Matrix42 has become aware of the Personal Data Breach. A Personal Data Breach notification shall contain the following: (i) description of the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned; (ii) name and contact details of the contact person of Matrix42 handling the Personal Data Breach; (iii) description of likely consequences and/or realized consequences of the Personal Data Breach; and (iv) description of the measures Matrix42 has taken to address the Personal Data Breach and to mitigate its adverse effects.

A.3.4 If it is not possible to provide the information listed at the same time, the information may be provided in phases. Matrix42 shall document Personal Data Breach and disclose the documentation to the Customer. After Matrix42 has become aware of the Personal Data Breach, Matrix42 shall ensure security of Personal Data and take appropriate measures to ensure protection of Personal Data in cooperation with the Customer.

A.4 Subprocessors

A.4.1 Matrix42 shall have the right to use Subprocessors pursuant to general authorization granted by the Controller under these Supplementary Terms. Names and applicable geographical locations of Subprocessors are available to the Customer on written request. Matrix42 shall inform the Customer of any changes or additions thereto and give the Controller the opportunity to object to such changes.

A.4.2 Matrix42 shall take appropriate contractual measures to ensure that its Subprocessors are subject to equivalent requirements as set out in these Supplementary Terms and GTCs. Matrix42 is responsible for the performance of its Subprocessors as it is responsible for the performance of its own obligations.

A.5 Transfers of Personal Data

A.5.1 Matrix42 or its subcontractors may process Personal Data outside of the European Economic Area based on general authorization granted by the Customer and by complying with the statutory requirements regarding the processing of Personal Data outside of the European Economic Area. If necessary, the Customer authorizes Matrix42 to enter into a data transfer agreement with its Subprocessors incorporating adequate protection measures chosen by Matrix42 and in accordance with Data Protection Regulation in the name and on behalf of the Customer.

A.6 Auditing

A.6.1 The Parties agree that when the Customer requests for an audit, the Customer or a third party appointed or approved in writing by Matrix42, may audit Matrix42's compliance with obligations set out in this Section in order for Customer to ensure that Matrix42 has fulfilled the obligations under these Supplementary Terms. The Customer has the right to request an audit prescribed in this section once in every twelve (12) months. The Customer shall bear all costs and expenses incurred by Matrix42 and the Customer. Matrix42 shall assist the Customer and the third party in conducting the audit with reasonable measures.

A.6.2 If the audit reveals material shortcomings, Matrix42 shall (i) compensate the Customer for reasonable and direct costs of the Customer and possible third-party auditor used by the Customer; and (ii) correct such shortcomings without delay or at the latest within thirty (30) days of a written notice from the Customer, unless the Parties agree otherwise.

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Appendix 1 to the SUPPLEMENTARY TERMS CONCERNING PROCESSING OF PERSONAL DATA (*Article 28(3) GDPR – Processing Details*)

1. Nature and Purpose of the Processing

The processing is carried out for the purpose of providing the Services specified in the Order Form, including the provision of software either as a subscription service or as a SaaS service. The processing includes, as applicable hosting (only Cloud Services), maintenance, support, and usage analytics. Matrix42 may also process personal data to (i) create statistical data used for product development purposes in accordance with the Agreement (where applicable) by anonymizing Personal Data; and (ii) improve the Products developed by Matrix42 through the use of artificial intelligence and statistical analysis.

2. Type of Personal Data

The personal data processed may include:

- Contact details (e.g., name, email, phone number)
- User credentials and identifiers (e.g. IP address)
- Usage data and technical logs
- Any other data the Customer may upload to the system in its discretion and related derivative data

3. Categories of Data Subjects

Data subjects may include:

- Employees or users of the Controller
- Customers of the Controller
- Other individuals whose data is uploaded by the Customer to the system

4. Obligations and Rights of the Controller

The Controller shall determine the purposes and means of the processing and remains responsible for ensuring compliance with applicable data protection laws, including providing necessary notices and obtaining valid consents where required.