



Data Processing Addendum

Posted as of: 8 August 2025
Effective as of: 8 August 2025

The Agreement between Vatrix and the Customer (the Agreement) is made up of the following:											
Vatrix Master Service Agreement CLICK HERE	These are Vatrix's standard terms and include all general terms that apply to Vatrix's Services and the parties.										
Service Specific Terms <table border="1"> <tr> <td>Lone Working (formerly Alarms)</td><td>CLICK HERE</td></tr> <tr> <td>Events (formerly Incidents)</td><td>CLICK HERE</td></tr> <tr> <td>Audits (formerly Workflows)</td><td>CLICK HERE</td></tr> <tr> <td>Risk</td><td>CLICK HERE</td></tr> <tr> <td>Business Objects</td><td>CLICK HERE</td></tr> </table>	Lone Working (formerly Alarms)	CLICK HERE	Events (formerly Incidents)	CLICK HERE	Audits (formerly Workflows)	CLICK HERE	Risk	CLICK HERE	Business Objects	CLICK HERE	These are additional terms that apply to the particular Vatrix Service ordered by the Customer and include a description of the Vatrix Service. <i>This document includes details of the Processing Requirements for Customer Personal Data.</i> <i>This document is supplementary to the Vatrix Master Service Agreement for the particular Vatrix Service.</i>
Lone Working (formerly Alarms)	CLICK HERE										
Events (formerly Incidents)	CLICK HERE										
Audits (formerly Workflows)	CLICK HERE										
Risk	CLICK HERE										
Business Objects	CLICK HERE										
Data Processing Addendum CLICK HERE	This sets out the terms that apply to the Processing of Customer Personal Data. <i>This document has priority over the Vatrix Master Service Agreement, the Service Specific Terms and the Order Form in respect of the Processing of Customer Personal Data.</i>										
Order Form	The Order Form specifies the details of the Vatrix Service(s) the Customer has chosen. It can either be a physical or electronic document executed by the Customer and accepted by Vatrix, or an order placed through the Vatrix website.										

1 Definitions and interpretation

Additional Charges List: means the schedule of additional support, services, and professional assistance offered by Vatrix in connection with the Vatrix Services, including the applicable hourly or fixed rates. The current version is available at www.vatix.com/legal/agreements/additional-charges-list , as updated from time to time.
Approved Territory means any country or territory outside the United Kingdom to which Vatrix is permitted to transfer Customer Personal Data in accordance with clause 8.2 of this Addendum and applicable Data Protection Law, including under an adequacy decision, Standard Contractual Clauses, International Data Transfer Agreement, or other lawful transfer mechanism.
Audit Report means an audit report or certification (including SOC 2 Type II, ISO 27001 or equivalent) commissioned or held by Vatrix, which may be used to demonstrate compliance with Article 28 of the UK GDPR.
Controller, Processor, Data Subject, Personal Data and Process have the meaning given to them in applicable Data Protection Law. "Processing" and "Processed" shall be construed accordingly.
Customer Personal Data means Personal Data for which the Customer is the Controller and which is Processed by or on behalf of Vatrix through the Vatrix Services.
Data Breach means a breach of the Security Measures that results in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data transmitted, stored, or otherwise Processed by or on behalf of Vatrix through the Vatrix Services.
Data Protection Law means all laws and regulations relating to the Processing of Personal Data applicable to the parties, including where applicable: <ul style="list-style-type: none"> (a) <u>(a) the United Kingdom data protection regime (including the Data Protection Act 2018 and UK GDPR);</u> (b) <u>(b) the EU General Data Protection Regulation (EU GDPR);</u> (c) <u>(c) any binding codes of practice, decisions, or guidance issued by the UK Information Commissioner or competent supervisory authority; and/or</u> (d) <u>(d) any other data protection or privacy laws agreed in a Change Addendum.</u>
DPA means this Data Processing Addendum

<p>Instructions means the documented instructions of the Customer regarding the Processing of Customer Personal Data, as set out in the Agreement, this Addendum, the applicable Processing Requirements, or otherwise in writing.</p>
<p>Processing Requirements means the specific operational details regarding Vatrix's Processing of Customer Personal Data, as set out in the Service Specific Terms applicable to each Vatrix Service. These include:</p> <ul style="list-style-type: none"> • the subject matter of the Processing; • the nature and purposes of the Processing; • the categories of Personal Data to be Processed; and • the categories of Data Subjects whose Personal Data is to be Processed. <p>For clarity, information relating to the duration of Processing, use of Sub-processors, and international data transfers (including Approved Territories) is set out separately in this Data Processing Addendum.</p>
<p>Sub-processor means an entity that will Process the Customer Personal Data on Vatrix's behalf, or on behalf of another Sub-processor engaged by Vatrix, in order to deliver the Vatrix Service. Sub-processors means more than one such entity</p>
<p>UK GDPR has the meaning given in the UK Data Protection Act 2018</p>
<p>Vatrix Personnel means employees, consultants and any Sub-processors used by Vatrix to Process Customer Personal Data</p>

All other capitalised terms used, but not defined, in this DPA have the meanings given in the Agreement.

2 Nature of the Customer Personal Data and roles of the Parties

2.1 **Scope of this Addendum.** This Addendum governs Vatrix's Processing of Customer Personal Data in connection with its provision of the Vatrix Services under the Agreement.

2.2 **Processing Parameters.** The Customer acknowledges that each Vatrix Service is designed and maintained to support specific Processing activities, as described in the relevant Processing Requirements. The Vatrix Services and this Addendum are structured on the basis that such Processing occurs within the intended scope. The Customer shall indemnify Vatrix from and against any and all losses, claims, damages, liabilities, penalties, fines, costs, or expenses (including reasonable legal fees) arising out of or in connection with Processing that exceeds the authorised scope as set out in the applicable Processing Requirements, unless such extended Processing has been expressly approved in writing by Vatrix.

2.3 **Roles of the Parties.** In relation to Customer Personal Data:

- (a) the Customer acts as the Controller; and
- (b) Vatrix acts as the Processor.

Vatrix shall Process Customer Personal Data solely on the Customer's documented instructions and in accordance with the Agreement, this Addendum, and any associated Processing Requirements, except where required by Applicable Law.

2.4 **Controller-to-Controller Data.** The parties acknowledge that certain Personal Data shared by the Customer to enable administration of the Customer Account — including business contact details of authorised Users, billing contacts, and administrative representatives — may be Processed by Vatrix as a separate Controller for administrative, support, invoicing, and account management purposes. Each party shall comply with its independent obligations as a Controller under Data Protection Law in relation to such data.

2.5 **Anonymised and Aggregated Data.** The Customer acknowledges and agrees that Vatrix may anonymise and aggregate data (including Customer Personal Data) in a manner that ensures it is no longer capable of identifying any individual. Vatrix may use such anonymised and aggregated data to develop and improve the Vatrix Services, enhance security, meet legal or regulatory obligations (including for insurance purposes), and address operational issues, concerns, or claims.

3 Data Processing, Vatrix Personnel and use of Sub-processors

- 3.1 **Instructions.** Vatrix shall Process Customer Personal Data only on the documented instructions of the Customer, as set out in this Addendum, the Agreement, the applicable Processing Requirements, or as otherwise agreed in writing (collectively, the “Instructions”). Vatrix shall ensure that its Processing is limited to what is necessary to deliver the Vatrix Services and perform its obligations under the Agreement. If Vatrix is required to Process Customer Personal Data under Applicable Law contrary to the Instructions, it shall (unless prohibited by law) inform the Customer before carrying out such Processing.
- 3.2 **Personnel Access and Confidentiality.** Vatrix shall:
- (a) take reasonable steps to ensure the reliability and integrity of any Vatrix Personnel who may access Customer Personal Data;
 - (b) conduct appropriate background checks on such personnel prior to granting access to Customer Personal Data;
 - (c) provide training to Vatrix Personnel on the secure and lawful Processing of Personal Data; and
 - (d) ensure that all Vatrix Personnel with access to Customer Personal Data are subject to binding written confidentiality obligations.
- 3.3 **Use of Sub-processors.** The Customer acknowledges and agrees that Vatrix may engage third-party Sub-Processors to support the provision of the Vatrix Services, including for hosting, analytics, support, infrastructure, and communications services.
- 3.4 **Sub-Processor Due Diligence.** Vatrix shall only engage Sub-Processors that provide sufficient guarantees to implement appropriate technical and organisational measures in accordance with Data Protection Law and this Addendum. Vatrix shall ensure that each Sub-Processor is bound by written terms (which may be the Sub-Processor’s own standard terms or a separate agreement) that impose data protection obligations which are, in substance, no less protective of the Customer Personal Data than those imposed on Vatrix under this Addendum.
- 3.5 **Liability for Sub-processors.** Vatrix remains fully liable for the acts and omissions of its Sub-Processors in relation to their Processing of Customer Personal Data, to the same extent as if such Processing were carried out by Vatrix itself.
- 3.6 **General Authorisation and Sub-Processor List.** The Customer provides Vatrix with general authorisation to engage Sub-Processors in accordance with this Clause 3. A list of current Sub-Processors (including name, country, and purpose of Processing) is maintained at: <https://vatix.com/legal/sub-processors>. Access to this list is restricted; the Customer may request the password by contacting its Account Manager.
- 3.7 **Changes to Sub-processors.** Vatrix may add, replace, or remove Sub-Processors at any time. Vatrix shall:
- (a) publish changes to its Sub-Processor list at the URL noted in Clause 3.6; and
 - (b) notify the Customer by email (using the address associated with the Customer Account) of any material change.

The Customer may object in writing (with reasonable details) to the appointment of a new Sub-Processor on data protection grounds by emailing legal@vatix.com within 10 days of receipt of the notice. Vatrix will use commercially reasonable efforts to address the Customer’s objection. If no resolution can be reached, the Customer may terminate the affected Vatrix Service by providing written

notice within 10 days of Vatrix's final position on the objection. Termination under this clause shall not entitle the Customer to any refund, credit, or compensation unless otherwise agreed in writing.

4 Security

- 4.1 **Security Measures.** Vatrix will implement the Security Measures for the particular Vatrix Service. A description of applicable Security Measures is available on request or as set out in the relevant Service Documentation. The Customer confirms that such measures are satisfactory to meet the requirements of Data Protection Law for the Processing of Customer Personal Data.
- 4.2 **Data Breach.** Vatrix will promptly, and without undue delay, notify the Customer in writing at the email address associated with the Customer Account if there is a Data Breach, provided Applicable Law allows Vatrix to give such notice.

Vatrix will endeavour to provide the following information when it is known and available:

- (a) the nature of the Data Breach including, where possible, the categories and approximate number of Data Subjects concerned and the Customer Personal Data concerned;
- (b) the name and contact details of Vatrix's contact point from whom more information can be obtained;
- (c) a description of the likely cause and, to the extent known, the likely consequences of the Data Breach; and
- (d) a description of the measures taken, or proposed to be taken by Vatrix to address the Data Breach including, where appropriate, measures to mitigate its possible adverse effects.

5 Compliance and assistance

- 5.1 **Compliance.** Each party shall be independently responsible for complying with its respective obligations under applicable Data Protection Law in relation to the Processing of Customer Personal Data.
- 5.2 **Customer compliance.** The Customer shall not do, or fail to do, anything that would cause Vatrix or its personnel to breach Data Protection Law. In particular, the Customer shall ensure that:
- (a) it has provided all necessary notices and transparency information to each Data Subject;
 - (b) it has a valid legal basis under Data Protection Law for the use of the Vatrix Services and for Vatrix's Processing of Customer Personal Data as described in the Processing Requirements and this Addendum.
- 5.3 **Data Subject rights.** Each Vatrix Service includes functionality reasonably designed to assist the Customer in responding to Data Subject requests under applicable Data Protection Law, including requests for access, rectification, erasure, restriction, portability, or objection.

The Customer is solely responsible for responding to and fulfilling such requests in relation to Customer Personal Data. Vatrix shall not be obliged to respond directly to any Data Subject unless required to do so by Applicable Law.

If Vatrix receives a request directly from a Data Subject that relates to Customer Personal Data, it shall, to the extent permitted by Applicable Law, promptly refer the request to the Customer without undue delay and shall not respond to the Data Subject except to confirm that the request has been passed on to the relevant data controller.

If the Customer requires additional support from Vatrix in responding to a Data Subject request, Vatrix may, at its discretion, provide such assistance, subject to:

- (a) the Customer submitting a written request with reasonable detail of the assistance required; and
- (b) the Customer paying Vatrix's reasonable charges for such assistance at its prevailing hourly rates, as set out in the Additional Charges List.

Vatrix reserves the right to decline to assist, or to charge a reasonable fee for such assistance, where the request is, in Vatrix's reasonable opinion, manifestly unfounded, excessive, or repetitive in nature.

Nothing in this clause shall limit or affect the Customer's obligations under Data Protection Law to respond to Data Subject requests in a timely and lawful manner.

5.4 Data Protection Impact Assessments. Where required by Data Protection Law, Vatrix shall provide reasonable assistance to the Customer in carrying out a data protection impact assessment (DPIA) or prior consultation with a supervisory authority, in connection with the Vatrix Services. Vatrix may satisfy this obligation by making available:

- (a) relevant Audit Report(s);
- (b) the Vatrix Security & Privacy FAQs; and/or
- (c) relevant excerpts from DPIAs conducted by or on behalf of Vatrix.

If the Customer requires additional information or support beyond the standard materials, Vatrix may charge for such assistance at its prevailing hourly rates, as set out in the Additional Charges List.

6 Retention and deletion of Customer Personal Data

Upon cancellation or termination of a particular Vatrix Service, Vatrix will delete the Customer Personal Data associated with that Service from its live systems as soon as reasonably practicable and will endeavour to do so within ninety (90) days. The Customer may request a data export prior to deletion, and upon such written request, Vatrix will provide a copy of the relevant Customer Personal Data (limited to standard, structured content available for export) in a commonly used, machine-readable format. Vatrix does not commit to exporting all data ever entered into or generated by the Service, and certain metadata or system-generated content may be excluded. Requests must be made within 30 days of termination. Vatrix may retain Customer Personal Data beyond the standard deletion period solely to the extent required by Applicable Law or where necessary to respond to or defend against legal claims, regulatory investigations, or complaints. Customer Personal Data stored in system-level backups will not be actively deleted but will remain encrypted, logically isolated from live systems, and will be securely and permanently overwritten in accordance with Vatrix's backup lifecycle management policies.

7 Audit and inspections

7.1. Provision of Audit Reports and additional support. At the Customer's written request, Vatrix shall make available a summary of its most recent relevant audit or certification reports relating to the Vatrix Services ("Audit Reports") for the purposes of demonstrating compliance with Article 28 of the UK GDPR. The Audit Reports are confidential and may only be used by the Customer to assess Vatrix's compliance with its data processing obligations under this Addendum.

If the Customer requires additional information, clarification, or cooperation beyond the Audit Reports (including participation in Customer-initiated audits or inspections), Vatrix may, at its discretion, provide such assistance subject to: (a) the Customer covering Vatrix's reasonable costs at its prevailing hourly rates as set out in the Additional Charges List, and (b) the Customer providing reasonable prior written notice and conducting such audit in a manner that minimises disruption to Vatrix's operations.

Vatix may decline to participate in any additional audit or inspection to the extent it reasonably believes such activity would: (i) create a material risk to the security or confidentiality of data processed for other customers, (ii) result in a breach of Data Protection Law or other applicable law, or (iii) compromise any of Vatix's legal or contractual obligations to third parties.

8 International transfers of Customer Personal Data

8.1 **Hosting and processing locations.** For Customers based in the United Kingdom, the core Vatix Services are hosted on infrastructure located in the United Kingdom. For Customers based outside the United Kingdom, the Vatix Services are hosted in the United Kingdom, the European Economic Area (EEA), or the United States, depending on availability and technical requirements. Notwithstanding the primary hosting location, the Customer acknowledges that Customer Personal Data may be accessed, stored, or processed by Vatix or its authorised sub-processors in other countries as necessary to deliver the Vatix Services and related support.

8.2 **Lawful transfer mechanisms.** Where Vatix transfers or permits access to Customer Personal Data outside the United Kingdom or EEA, it shall ensure that such transfers are made in accordance with Data Protection Law. This may include reliance on:

- (a) the UK International Data Transfer Agreement (IDTA);
- (b) the Standard Contractual Clauses approved by the European Commission, together with the UK Addendum where applicable;
- (c) the UK or EU adequacy regulations; or
- (d) any other lawful transfer mechanism approved under Data Protection Law.

The Customer authorises Vatix to enter into such transfer mechanisms with sub-processors on its behalf as necessary to enable the lawful transfer of Customer Personal Data, and will cooperate in good faith to execute any documents required to give legal effect to such mechanisms.

8.3 **Sub-Processor Transfers.** The Customer authorises Vatix to transfer Customer Personal Data to authorised sub-processors, including those located outside the UK or EEA, provided that such transfers are subject to an appropriate mechanism under clause 8.2 and are consistent with the Processing Requirements applicable to the Vatix Service. Vatix shall ensure that its sub-processors are contractually bound to comply with obligations equivalent to those set out in this Addendum.

8.4 **Customer Cooperation.** Where a relevant transfer mechanism (such as SCCs or the IDTA) designates the Customer as the data exporter, the Customer agrees to promptly execute such documents as are reasonably required to give effect to that mechanism. The parties shall cooperate in good faith to ensure continued compliance with applicable international data transfer requirements.