

Data Processing Addendum

Posted as of: 09 February, 2022
Effective as of: 09 February, 2022

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>Alarms</td> <td>CLICK HERE</td> </tr> <tr> <td>Incidents</td> <td>CLICK HERE</td> </tr> <tr> <td>Workflows</td> <td>CLICK HERE</td> </tr> </table>	Alarms	CLICK HERE	Incidents	CLICK HERE	Workflows	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 has priority over the Vatrix Master Service Agreement for the particular Vatrix Service</i>
Alarms	CLICK HERE						
Incidents	CLICK HERE						
Workflows	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	This sets out details of the particular Vatrix Service(s) ordered by the Customer						

1 Definitions and interpretation

Anonymised Data means data that has been anonymised / aggregated as described in clause 2.3
Approved Territory means a territory other than the United Kingdom and to which Customer has given approval for the transfer of Customer Personal Data and Approved Territories means more than one of them
Audit Report means an audit report commissioned by Vatrix which may be used to demonstrate Vatrix's compliance with Article 28 of the UK GDPR
Controller, Processor, Data Subject, Personal Data and Process each have the meaning given to those terms in Data Protection Law and Processed and Processing will be construed accordingly
Customer Personal Data means Personal Data for which Customer is the Controller and which are included in Customer Data
Data Breach means a breach of the Security Measures leading to 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 Service
Data Protection Law means: <ol style="list-style-type: none"> (a) <i>in the case of Vatrix and the Customer (where the Customer is subject to the UK GDPR):</i> the United Kingdom data protection regime including the Data Protection Act 2018, the UK GDPR, any binding code of practice issued by the UK Information Commissioner and any applicable court, tribunal or Information Commissioner decisions; and/or (b) <i>in the case of Customer (where the Customer is not subject to the UK GDPR)</i> any other data protection law that Vatrix and the Customer have agreed in a Change Addendum will apply
DPA means this Data Processing Addendum
Instructions means the Customer's instructions for Processing Customer Personal Data as set out in the Agreement and, in particular, in the Processing Requirements
Processing Requirements means the Customer's requirements of Vatrix for Processing the Customer Personal Data as set out in the Service Specific Terms for the particular Vatrix Service and which confirms: <ul style="list-style-type: none"> • the subject matter of the Processing • the duration of the Processing • the nature and purposes of the Processing • the categories of Personal Data to be Processed

<ul style="list-style-type: none"> • the categories of Data Subjects whose Personal Data is to be Processed • which Sub-processors may be used and the location and purposes for which they will Process the Customer Personal Data • the Approved Territory or Approved Territories
<p>Sub-processor means an entity that will Process the Customer Personal Data on Vatrix's behalf, or on behalf of another Vatrix 'Sub-processor', in order to deliver the Vatrix Service and Sub-processors means more than one of them</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 **General.** The rights and obligations in this DPA apply solely to the Processing of Customer Personal Data through the Vatrix Service.

2.2 **Processing requirements.** The Customer acknowledges and accepts that each Vatrix Service and the terms of this DPA are designed and maintained to reflect the Processing Requirements for the particular Vatrix Service and Vatrix does not expect the Vatrix Service to be used beyond such scope. As such, the Customer will ensure that it and its Users only use the Vatrix Service in accordance with the Processing Requirements for the particular Vatrix Service. If the Customer or any of its Users use the Vatrix Service beyond such scope, it will be entirely at the Customer's risk.

2.3 **Status.** The Customer is a Controller of the Customer Personal Data and Vatrix acts as its Processor. The Customer acknowledges that Personal Data it provides to Vatrix to administer the Customer Account will be shared with Vatrix on a Controller to Controller basis.

The Customer acknowledges and agrees that Vatrix may anonymise and aggregate data (including Customer Personal Data) within its systems in order to develop the systems and Vatrix Services, inform security improvements, obtain insurance and may also use the data to comply with Applicable Law and to deal with any concerns or claims.

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

3.1 **Instructions.** Vatrix will, and will ensure that Vatrix Personnel will, Process the Customer Personal Data in accordance with the Instructions and solely in order to deliver the Vatrix Service and to fulfil Vatrix's rights and obligations under the Agreement. Vatrix will inform the Customer of any legal requirement that prevents it from complying with the Instructions, unless prohibited from doing so by Applicable Law.

3.2 **Personnel.** Vatrix will:

- (a) take reasonable steps to ensure the reliability of Vatrix Personnel that may have access to Customer Personal Data;
- (b) carry out checks of Vatrix Personnel before allowing them to Process the Customer Personal Data;
- (c) ensure Vatrix Personnel have had training in the secure Processing of Personal Data; and
- (d) ensure there is in place a written contract with each of the Vatrix Personnel that include appropriate confidentiality obligations.

3.3 **Use of Sub-processors.** The Customer acknowledges and accepts that Vatrix may use Sub-processors to help provide each Vatrix Service.

- 3.4 **Selection and appointment of Sub-processors.** In selecting its Sub-processors, Vatrix only selects those that provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that its Processing will meet the requirements of Data Protection Law and this DPA. Vatrix will impose on each Sub-processor obligations that are no less protective of the Customer Personal Data as the obligations imposed on Vatrix under this DPA.
- 3.5 **Liability for Sub-processors.** Vatrix will be liable for the Processing of Customer Personal Data by its Sub-processors to the extent Vatrix would be liable had it carried out the Processing itself.
- 3.6 **Authority to use Sub-processors.** The Customer gives Vatrix general authorisation to use the Sub-processors to Process the Customer Personal Data on the terms of this DPA.

A link to the list of Vatrix sub-processors can be found in our Sub-Processors List at <https://vatrix.com/legal/sub-processors>.

- 3.7 **Changes to Sub-processors.** Vatrix may change any of its Sub-processors at any time and will publish details on its website at the link shown in [clause 3.6](#) and will also notify the Customer of the change in writing at the email address associated with Customer Account. If Vatrix's use of the new Sub-processor will cause the Customer to be in breach of Data Protection Law, the Customer may notify Vatrix in writing (giving full details) of its objection to the use of that Sub-processor to legal@vatrix.com within 10 days of the change being notified by Vatrix - failing which the use of the new Sub-processor will be deemed approved. Vatrix will try to accommodate the Customer's reasonable objection but, if it cannot or it is commercially non-viable to do so, the Customer will be entitled to terminate the affected Vatrix Service provided it does so within 10 days of Vatrix notifying the Customer of its decision.

4 Security

- 4.1 **Security Measures.** Vatrix will implement the Security Measures for the particular Vatrix Service. 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 is responsible for its own compliance with Data Protection Law.
- 5.2 **Customer compliance.** The Customer will not do or omit to do anything that may cause Vatrix or any Vatrix Personnel to breach Data Protection Law and will, in particular, ensure it has provided all necessary transparency information to each Data Subject and that it has a legal basis under Data Protection Law to use the Vatrix Service and for Vatrix to Process the Customer Personal Data of each Data Subject as described in the Processing Requirements and this DPA.

- 5.3 **Data Subject rights.** Each Vatrix Service includes tools that are reasonably designed to help the Customer comply with requests from Data Subjects who exercise their rights under Data Protection Law. The Customer is responsible for satisfying such requests in respect of Customer Personal Data and, if Vatrix receives any such request, Vatrix will direct the Data Subject to the Customer without undue delay.

In the event the Customer requires Vatrix to provide additional assistance in order to comply with Data Subject rights and requests, Vatrix will be entitled to charge the Customer for the assistance at its prevailing hourly rates for such assistance as shown in the Additional Charges List.

- 5.4 **Impact assessments.** If required by the Customer, Vatrix will cooperate with and provide reasonable assistance to the Customer with any data protection impact assessment (including any prior consultation) that the Customer is required by Data Protection Law to carry out in connection with the Processing of Customer Personal Data through the Vatrix Service. Vatrix may fulfil its obligations under this clause 5.4 by providing:

- (a) the Audit Report(s); and/or
- (b) the Vatrix Service FAQs; and/or
- (c) relevant sections of any impact assessment(s) carried out by or on behalf of Vatrix.

In the event the Customer requires Vatrix to provide additional information in order to comply with its impact assessment compliance obligations, Vatrix will be entitled to charge the Customer for the assistance at its prevailing hourly rates for such assistance as shown in the Additional Charges List.

6 Retention and deletion of Customer Personal Data

After cancellation of a particular Vatrix Service, Vatrix will delete the Customer Personal Data for that Vatrix Service within the timescales set out in the Service Specific Terms or, if none is set out, within a reasonable period of time (normally 60 (sixty) days). However, to the extent and for the duration that Data Protection Law requires any of the Customer Personal Data to be retained or Vatrix needs the Customer Personal Data in order to fulfil its obligations or exercise its rights in connection with the Agreement or deal with any claims, it will be entitled to retain it and will comply with its obligations under Data Protection Law in respect of any such retained Customer Personal Data.

7 Audit and inspections

- 7.1. **Provision of Audit Reports and additional support.** Vatrix will, on the Customer's written request, make available the Audit Report(s) for the particular Vatrix Service. The Audit Report is confidential and the Customer will treat and protect it as such. The Customer may use the Audit Report(s) solely for the purposes of auditing and inspecting Vatrix's compliance with its obligations under Article 28 of the UK GDPR.

If the Customer requires Vatrix to contribute any further to audits and inspections, Vatrix will be entitled to charge the Customer for the contribution at its prevailing hourly rates for such assistance as shown in the Additional Charges List.

The Customer acknowledges and accepts that Vatrix will be entitled to refuse any such further contribution if it would cause Vatrix to be in breach of Data Protection Law or would compromise any duty of confidence owed to Vatrix's other customers.

8 International transfers of Customer Personal Data

- 8.1 **International customers.** Where the Customer is based outside of the United Kingdom and is not in the European Economic Area, Vatrix may, at its sole discretion, provide the Vatrix Service from the territory in which the Customer is based in order to ensure that there is no transfer of Personal Data.

8.2 **Requirements for transfers.** Except where Vatix agrees to provide the Vatix Service from the territory in which the Customer is based under [clause 8.1](#), Vatix will not transfer or allow any Vatix Personnel to transfer Customer Personal Data outside of the United Kingdom without the prior approval of the Customer. If the Customer gives such approval, Vatix acknowledges that the transfer must be made in accordance with Data Protection Law.

If the intended transfer mechanism (such as Standard Contractual Clauses or the UK's IDTA) designates the Customer as the data exporter, the Customer will sign the appropriate document to enable the mechanism to be lawfully used.

8.3 **Approved transfers.** For the purposes of [clause 8.2](#):

- (a) where the Customer is based outside of the United Kingdom, the Customer gives approval for Vatix to transfer the Customer Personal Data to the Customer or the Customer's nominated recipient; and
- (b) the Customer gives approval for the transfer to each Approved Territory for the entity at the location and for the purpose(s) set out in the Processing Requirements for the particular Vatix Service.