

Annex A - Matic DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”), as amended from time to time, is an integral part of the terms and conditions included in the order form to which this DPA is attached (or incorporated by adding a link to this document) (the “**Order Form**”), and is applicable to Your Order Form whenever User Data that You provide to us relates to a natural person in the EEA. This DPA is an agreement between the customer (as indicated on the applicable Order Form) (hereinafter, “**Customer**”) and the applicable contracting entity from Matic Group (as indicated on the applicable Order Form) (hereinafter, “**Matic**”) Unless otherwise defined in this DPA or in the Order Form, all capitalized terms used in this DPA will have the meanings given to them in Appendix 1 of this DPA (titled “**Definitions**”).

1. Data Processing.

1.1. Scope and Roles. This DPA applies when User Data is processed by Matic for the purpose of providing the Services. In this context, Matic is a “Processor” to Customer; while Customer is a “Controller” with respect to User Data (as each term is defined in the GDPR).

1.2. Customer Controls. The Services provide Customer using an administration login with a number of controls, including security features and functionalities, that Customer may use to retrieve, correct, delete or restrict access to User Data. Without prejudice to Section 5.1, Customer may use these controls as technical and organizational measures to assist it in connection with its obligations under the GDPR, including its obligations relating to responding to requests from Data Subjects.

1.3. Details of Data Processing.

1.3.1. **Subject matter**. The subject matter of the data processing under this DPA is User Data.

1.3.2. **Duration**. As between Matic and Customer, the duration of the data processing under this DPA is determined by Customer. Customer has the sole discretion to request removal any User Data from the Platform (without prejudice to any other right under GDPR to request deletion or restriction of processing granted to any Data Subject).

1.3.3. **Purpose**. The purpose of the data processing under this DPA is the provision of the Services ordered by Customer from time to time, as indicated in any applicable Order Form.

1.3.4. **Nature of the processing**: the processing of the User Data is comprised of storing, analyzing, computing, transferring, organizing and presenting the data within the Services, for the benefit of the Customer and the Customer Authorized Users, and for the benefit of the Students, as required in order to fulfill the Purpose of the processing and provision of the Services.

1.3.5. **Type of User Data**: the User Data processed hereunder and uploaded to the Services under Customer’s Matic accounts, which may contain the following:

1.3.5.1. Authorized Users: first and last name, email address, phone number, association to class/classes and association to a school, educational institution, or district

1.3.5.2. Student Information: first name, surname, association to a class and school.

1.3.6. **Categories of data subjects:** The data subjects may include Customer's Authorized Users, Customer's points of contact for operational matters, Customer's Students.

1.4. Compliance with Laws. Each party will comply with all laws, rules and regulations applicable to it and binding on it in the performance of this DPA, including the GDPR.

2. **Customer Instructions.** The parties agree that this DPA, the terms and conditions and the Order Form (including the provision of instructions via configuration tools such as the Matific teacher and administration consoles) constitute Customer's documented instructions regarding Matific's processing of User Data ("**Documented Instructions**"). Matific will process User Data only in accordance with Documented Instructions. Additional instructions outside the scope of the Documented Instructions (if any) require prior written agreement between Matific and Customer, including agreement on any additional fees payable by Customer to Matific for carrying out such instructions. Customer is entitled to terminate this DPA and the Order Form if Matific declines to follow instructions requested by Customer that are outside the scope of, or changed from, those given or agreed to be given in this DPA.
3. **Confidentiality of User Data.** Matific will not access or use, or disclose to any third party, any User Data, except, in each case, as necessary to maintain or provide the Services, or as necessary to comply with the law or a valid and binding order of a governmental body (such as a subpoena or court order). If a governmental body sends Matific a demand for User Data, Matific will attempt to redirect the governmental body to request that data directly from Customer. As part of this effort, Matific may provide Customer's basic contact information to the government body. If compelled to disclose User Data to a government body, then Matific will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Matific is legally prohibited from doing so. If the Standard Contractual Clauses apply, nothing in this Section 3 varies or modifies the Standard Contractual Clauses.
4. **Confidentiality Obligations of Matific Personnel.** Matific restricts its personnel from processing User Data without authorization by Matific based on role and need to know. Matific imposes appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.
5. **Security of Data Processing**
 - 5.1. Matific has implemented and will maintain the technical and organizational measures for the Matific Platform as described in the Matific Security Standards.
6. **Sub-processing.**
 - 6.1. **Authorized Sub-processors.** Customer agrees that Matific may use sub-processors to fulfill its contractual obligations under this DPA and/or the

Order Form or to provide certain services on its behalf, such as providing cloud services. The website will list sub-processors that are engaged by Matific to carry out processing activities on User Data on behalf of Matific for Customer. At least 30 days before Matific engages any new sub-processor to carry out processing activities for User Data on behalf of Matific for Customer, Matific will update their website and remind Customer to review the website for changes. If Customer objects to a specific new sub-processor, Customer may terminate this DPA together with the applicable Order Form subject to the applicable terms and conditions of the Order Form. Customer consents to Matific's use of sub-processors as described in this Section. Except as set forth in this Section, or as Customer may otherwise authorize, Matific will not permit any sub-processor to carry out processing activities on User Data on behalf of Customer.

6.2. Sub-processor Obligations. Where Matific authorizes any sub-processor as described in Section 6.1:

6.2.1. Matific will restrict the sub-processor's access to User Data only to what is necessary to maintain the Services or to provide the Services to Customer and Matific will prohibit the sub-processor from accessing User Data for any other purpose;

6.2.2. Matific will enter into a written agreement with the sub-processor containing similar contractual obligations that Matific has under this DPA; and

6.2.3. Matific will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the sub-processors that cause Matific to breach any of Matific's obligations under this DPA.

7. Data Subject Rights

Taking into account the nature of the Services, Matific offers Customer certain controls that Customer may elect to use to comply with its obligations towards data subjects. Should a data subject contact Matific with regard to correction or deletion of its User Data, Matific will use commercially reasonable efforts to forward such requests to Customer.

8. Security Breach Notification.

8.1. **Security Incident.** Matific will (a) notify Customer of a Security Incident without undue delay after becoming aware of the Security Incident, and b) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

8.2. **Matific Assistance.** To assist Customer in relation to any personal data breach notifications Customer is required to make under the GDPR, Matific will include in the notification under section 8.1(a) such information about the Security Incident as Matific is reasonably able to disclose to Customer, taking into account the nature of the Services, the information available to Matific, and any restrictions on disclosing the information, such as confidentiality.

8.3. **Unsuccessful Security Incidents.** Customer agrees that: an unsuccessful Security Incident will not be subject to this Section 8. An unsuccessful Security Incident is one that results in no unauthorized access to User Data or to any of Matific's equipment or facilities storing User Data, and may include, without

limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents, as well as attempts made by Matific's SOC providers as part of Matific's periodic scrutiny in accordance with its cybersecurity policies; and Matific's obligation to report or respond to a Security Incident under this Section 9 is not and will not be construed as an acknowledgement by Matific of any fault or liability of Matific with respect to the Security Incident.

8.4. **Communication.** Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's administrators by any means Matific selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on the Matific teacher and administration console.

9. **Matific Audits.**

9.1. Upon prior written request by Customer and within a reasonable term, and provided that the parties have an applicable NDA in place, Matific shall supply Customer with reasonable information required to effectively perform an audit on Matific's compliance with these Privacy Terms. Customer agrees to exercise any right it may have to conduct an audit or inspection, including under the Standard Contractual Clauses if they apply, by instructing Matific to carry out the audit. If Customer wishes to change this instruction regarding the audit, then Customer has the right to request a change to this instruction by sending Matific written notice. If Matific declines to follow any instruction requested by Customer regarding audits or inspections, Customer is entitled to terminate this DPA together with the applicable Order Form, in accordance with the terms and conditions contained in the Order Form. If the Standard Contractual Clauses apply, nothing in this Section varies or modifies the Standard Contractual Clauses nor affects any Supervisory Authority's or Data Subject's rights under the Standard Contractual Clauses.

9.2. For clarity purposes Matific is not under an obligation to provide Customer with an access to its systems which Process Personal Data of other Matific customers / business partners.

9.3. Without prejudice to section 9.1 and 9.2 above, engagement of a third-party auditor to conduct an audit on behalf of Customer shall be subject to Matific's prior written consent and to an executed written confidentiality agreement between the third party auditor, Customer and Matific and the cost will be completely borne by the Customer. Customer will provide Matific any audit report(s) generated in connection with any audit under this Section 9 and particularly 9.3.

9.4. Customer may use any audit report(s) only for the purposes of meeting its regulatory audit requirements and / or confirming compliance with the requirements of these Privacy Terms. The audit report(s) shall constitute confidential information of the parties.

10. **Privacy Impact Assessment and Prior Consultation.** Taking into account the nature of the Services and the information available to Matific, Matific will reasonably

assist Customer in complying with Customer's obligations in respect of data protection impact assessments and prior consultation pursuant to Articles 35 and 36 of the GDPR, by providing the applicable information Matific makes available under this Section 10.

11. Transfers of Personal Data.

11.1. **Application of Standard Contractual Clauses.** The Standard Contractual Clauses will apply to User Data that is transferred outside the EEA, either directly or via onward transfer, to any country not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the GDPR). The Standard Contractual Clauses will not apply to User Data that is not transferred, either directly or via onward transfer, outside the EEA. Notwithstanding the foregoing, the Standard Contractual Clauses (or obligations the same as those under the Standard Contractual Clauses) will not apply if Matific has adopted Binding Corporate Rules for Processors or an alternative recognized compliance standard for the lawful transfer of personal data (as defined in the GDPR) outside the EEA.

12. **Termination of the DPA.** This DPA shall continue in force until the termination or expiry of the Order Form term (the "**Termination Date**").

13. **Return or Deletion of User Data.** The Services provide Customer with controls that Customer may use to retrieve User Data. Up to the Termination Date, Customer will continue to have the ability to retrieve Customer Data in accordance with this Section, unless prohibited by law or the order of a governmental or regulatory body or it could subject Matific or its Affiliates to liability. Matific will delete User Data when requested by Customer.

14. **Duties to Inform.** Where User Data becomes subject to confiscation during bankruptcy or insolvency proceedings, or similar measures by third parties while being processed by Matific, Matific will inform Customer without undue delay. Matific will, without undue delay, notify all relevant parties in such action (e.g. creditors, bankruptcy trustee) that any User Data subjected to those proceedings is Customer's property and area of responsibility and that User Data is at Customer's sole disposition.

15. **Entire Agreement; Conflict.** Except as amended by this DPA, the Agreement will remain in full force and effect. If there is a conflict between any other agreements between the parties including the Order Form and this DPA, the terms of this DPA will control.

Appendix 1 - Definitions

Definitions. Unless otherwise defined in the Agreement, all capitalized terms used in this DPA will have the meanings given to them below:

“Affiliate” means an entity that is either controlling, controlled by, or under a common control, with the subject matter entity, whereby “control” shall mean the direct or indirect holding of more than 50% of equity ownership or voting rights.

“Authorized Users” shall mean either (i) teachers or other educational or administrative staff of the Customer, or (ii) Students enrolled with the Customer, getting access to the Matific Platform under an applicable Order Form.

“Data Subject” has the meaning assigned to it in the GDPR.

“EEA” means the European Economic Area.

“GDPR” means Regulation 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 (General Data Protection Regulation).

“Matific Group” means Matific Inc., Matific Ltd. and all of their Affiliates

“Matific Security Standards” means the security standards attached to this DPA as Appendix 2.

“Processing” has the meaning given to it in the GDPR and “process”, “processes” and “processed” will be interpreted accordingly.

“Security Incident” means a breach of Matific’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, User Data.

“Services” means the services procured by Customer from Matific, through the Matific Platform and related services, maintenance and support, under any applicable Order Form.

“Standard Contractual Clauses” means Appendix 2, attached to and forming part of this DPA pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC.

“Supervisory Authority” has the meaning assigned to it in the GDPR.

“Platform” means the Matific software product as a service and the related technical platform running the software product and any related services.

“User Data” means the “personal data” (as defined in the GDPR) that is uploaded to the Services under Customer’s Matific accounts.

Appendix 2 – Standard Contractual Clauses

none

Appendix 3 – Sub Processors

Sub Processor	Purpose of Sub -processing
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Any member of Slate Science Group entities	operation of the Platform processing of orders, payments provision of maintenance and support
Customer IO	emailing platform for providing notifications and email communications to Customer
Pipeline Deals	CRM for customer management
Mailchimp	email campaigns management
Google	email and collaboration tools within the Company, marketing and analytics tools
Facebook	social media marketing campaigns and tools, analytics
Wix	website builder (contact forms, website data processing)
Zapier	Marketing automation platform
Microsoft	Azure cloud services - hosting applications and data
AWS	AWS cloud services – hosting applications, Matific product and data
Helpscout	ticketing system for support
Pagewiz	landing page generator