Koalitix Data Processing Addendum

Version 1.0.0, 16 November 2026

1. Scope and roles

1.1 This Koalitix Data Processing Addendum ("Addendum") applies where Koalitix Technology B.V. ("Koalitix") processes personal data on behalf of a customer ("Customer") under the Koalitix Standard Terms or a Koalitix Master Services Agreement (the "Agreement"). Under Section 4.2 of the Agreement, it forms part of the Agreement without separate signature.

1.2 Customer is the controller and Koalitix is the processor of Customer Personal Data. This Addendum is their contract under Article 28 of the GDPR.

1.3 This Addendum covers every processing activity Koalitix performs for Customer under the Agreement. Annex 1 describes each activity:

(a) a trial or evaluation of Koalake (Section 19.6 of the Agreement). Customer may use its own data in a trial, including personal data other than the data Annex 1 excludes;

(b) Koalake as a Hosted Product, in the shared Koalake Cloud or in a dedicated environment that Koalitix hosts for Customer;

(c) maintenance and support of Koalake as a Customer-Hosted Product, where Koalitix staff access Customer's environment;

(d) Services, including consultancy and Data team as a Service, where Koalitix processes personal data for Customer.

1.4 The following are outside this Addendum:

(a) Usage Data, which Koalitix processes as an independent controller where it relates to an identifiable User (Section 19.4 of the Agreement);

(b) the contact, contract and billing details of Customer's contacts, which Koalitix processes as controller to manage its relationship with Customer;

(c) processing by an AI model provider under Customer's own account. That provider is Customer's processor, not a sub-processor of Koalitix (Section 19.9(a) of the Agreement).

1.5 Where Customer gives instructions for entities it controls, it does so on their behalf. Those entities exercise rights under this Addendum only through Customer.

2. Definitions

2.1 Terms defined in the Agreement have the same meaning in this Addendum. "GDPR" means Regulation (EU) 2016/679. "Controller", "processor", "personal data", "processing", "data subject", "personal data breach" and "supervisory authority" have the meanings given in the GDPR.

2.2 “Customer Personal Data” means personal data in Customer Data that Koalitix processes on behalf of Customer under the Agreement.

2.3 “Sub-processor” means a processor that Koalitix engages to process Customer Personal Data.

2.4 “Notice Contacts” means Customer’s account administrators in a Hosted Product and any contact for notices named in an Order Form or SOW. Customer keeps their email addresses up to date.

3. Relationship to the Agreement

3.1 Sections 11 (Limitation of Liability), 14.4 (Dispute resolution) and 18 (Applicable Law and Jurisdiction) of the Agreement apply to this Addendum. Liability under this Addendum counts towards the limit of Section 11.2 of the Agreement for the Order Form or SOW under which the processing took place, and for a trial towards the limit of Section 19.6 of the Agreement.

3.2 If this Addendum conflicts with Section 4 of the Agreement, this Addendum prevails.

3.3 If Customer and Koalitix have signed a separate data processing agreement for processing under the Agreement, that agreement applies to that processing instead of this Addendum.

3.4 This Addendum applies for as long as Koalitix processes Customer Personal Data, including after the Agreement ends, until Koalitix has deleted or returned it under Section 10.

4. Instructions

4.1 Koalitix processes Customer Personal Data only on Customer’s documented instructions, including with regard to transfers outside the European Economic Area (“EEA”). These instructions are the Agreement, including this Addendum; the Order Forms and SOWs; Customer’s configuration and use of the Products; and written requests from Customer’s account administrators or from Customer’s contacts named in an Order Form or SOW.

4.2 Where Union or Member State law requires Koalitix to process Customer Personal Data otherwise, including on a request from an authority, Koalitix informs Customer of that requirement before processing, unless that law prohibits this.

4.3 Koalitix immediately informs Customer if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection law.

4.4 Customer is responsible for the lawfulness of the processing it instructs, including its legal basis for the processing and for making the personal data available to Koalitix.

5. Confidentiality and security

5.1 Koalitix takes the technical and organisational measures that Article 32 of the GDPR requires. Annex 2 describes them. Koalitix may change the measures, provided the overall level of security does not decrease.

5.2 Koalitix gives access to Customer Personal Data only to staff who need it for the processing. These staff have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.3 Customer remains responsible for the security of the environments and systems it owns or controls, including where Koalitix works in them (Section 19.7 of the Agreement).

6. Personal data breaches

6.1 Koalitix notifies Customer of a personal data breach affecting Customer Personal Data without undue delay, and no later than 72 hours after Koalitix becomes aware of it. Koalitix sends the notification by email to the Notice Contacts.

6.2 The notification contains the information listed in Article 33(3) of the GDPR, as far as it is available. Koalitix provides information that is not yet available in phases, without further undue delay.

6.3 Koalitix takes measures to contain the breach and assists Customer with its obligations under Articles 33 and 34 of the GDPR.

7. Sub-processors

7.1 Customer gives Koalitix general written authorisation to engage sub-processors. Annex 3 lists the sub-processors for Koalake at the version date of this Addendum; the current list is published at koalake.com/sub-processors and is authoritative. An SOW may name additional sub-processors for the Services under it; they apply to that processing only, and Sections 7.2 to 7.4 apply to them.

7.2 Koalitix notifies Customer of any intended addition or replacement of a sub-processor by email to the Notice Contacts, at least 30 days before the change takes effect. The notice names the sub-processor, the processing it performs and its location.

7.3 Customer may object to the change in writing within that period, on reasonable grounds relating to data protection. The Parties then discuss the objection in good faith. If they do not resolve it, Customer may terminate the affected Order Form or SOW without penalty, and Koalitix refunds any prepaid fees for the period after termination.

7.4 Koalitix imposes on each sub-processor, by written contract, data protection obligations no less protective than those in this Addendum, to the extent relevant to the services the sub-processor provides. Koalitix remains fully liable to Customer for the performance of its sub-processors' obligations.

7.5 Where an Order Form states that Koalitix provides the account with an AI model provider (Section 19.9(a) of the Agreement), that provider is a sub-processor and the Order Form names it.

8. Location and transfers

8.1 Koalitix and its sub-processors store and process Customer Personal Data in the EEA, unless Annex 3 or an Order Form states otherwise.

8.2 Any transfer of Customer Personal Data outside the EEA by Koalitix or a sub-processor takes place only under the standard contractual clauses adopted by the European Commission (Article 46(2)(c) of the GDPR), after a transfer impact assessment.

9. Assistance

9.1 Koalitix forwards to Customer, without undue delay, any request it receives from a data subject about Customer Personal Data. Koalitix does not respond to the request itself unless Customer instructs it to.

9.2 Customer handles requests from data subjects in the systems it uses, including a Hosted Product, where it can correct and delete Customer Personal Data itself. Taking into account the nature of the processing, Koalitix assists Customer by appropriate technical and organisational measures, as far as possible, to respond to these requests.

9.3 Taking into account the nature of the processing and the information available to it, Koalitix assists Customer with the security of processing, data protection impact assessments and prior consultation of the supervisory authority (Articles 32, 35 and 36 of the GDPR). Section 6 covers personal data breaches.

9.4 Koalitix may charge its reasonable costs for assistance under Sections 9.2 and 9.3 at its then-current rates, unless the assistance is needed because Koalitix breached this Addendum.

10. Return and deletion

10.1 Trial. Koalitix may delete Customer Personal Data from a trial as soon as the trial ends and deletes it within 30 days after it ends, unless the Parties enter into an Order Form for the Product. On Customer's request made before the trial ends, Koalitix makes the data available for export.

10.2 Hosted Product. When an Order Form for a Hosted Product expires or ends, Koalitix makes Customer Data available for export on Customer's request for 30 days and then deletes Customer Personal Data (Section 19.5(g) of the Agreement).

10.3 Other processing. When processing for a Customer-Hosted Product or for Services ends, Koalitix deletes the Customer Personal Data it holds within 30 days, and returns it first if Customer asks for this within that period. Koalitix also deletes existing copies.

10.4 Sections 10.1 to 10.3 do not apply where Union or Member State law requires Koalitix to keep the personal data. Copies in backups are deleted when those backups expire, as the Documentation describes. This Addendum applies to them until then.

10.5 On request, Koalitix confirms the deletion in writing.

11. Information and audits

11.1 Koalitix makes available to Customer the information necessary to demonstrate compliance with Article 28 of the GDPR and this Addendum. Koalitix provides this first through its relevant policies and records, its ISO/IEC 27001 certificate with its scope statement, and answers to Customer's reasonable written questions.

11.2 Where Customer reasonably needs more than this information, Koalitix allows for and contributes to an audit by Customer or by an independent auditor that Customer mandates and that is bound by confidentiality. The audit takes place remotely, by review of documents and interviews, unless a supervisory authority requires an inspection on site or the audit follows a personal data breach affecting Customer Personal Data. Customer gives at least 30 days' written notice. Audits take place at most once a year, during business hours, at Customer's cost, including Koalitix's reasonable time at its then-current rates, and give no access to data of other customers.

11.3 The limit of one audit a year and the notice period do not apply to an audit that a supervisory authority requires, or that follows a personal data breach affecting Customer Personal Data.

12. Changes to this Addendum

12.1 Koalitix may issue a new version of this Addendum. Koalitix notifies Customer of it by email to the Notice Contacts at least 30 days before the new version applies.

12.2 If Customer objects to the new version, it may terminate the affected Order Form or SOW without penalty, by written notice before the new version applies. If Customer does not terminate, the new version applies from the date stated in the notice.

12.3 At Customer's request, the Parties may sign this Addendum, with any amendments they agree. A signed Addendum changes only by written agreement of the Parties. Sections 12.1 and 12.2 do not apply to it.

Annex 1. Processing details

Customer decides which categories of personal data it makes available to Koalitix. Customer does not make special categories of personal data (Article 9 of the GDPR) or personal data relating to criminal convictions and offences (Article 10 of the GDPR) available in a trial, and in a Hosted Product only where the Order Form allows it. Koalitix processes Customer Personal Data only for the purposes below.

A. Trial or evaluation of Koalake

- **Subject matter:** providing a trial or evaluation of Koalake under Section 19.6 of the Agreement.
- **Duration:** the trial, and up to 30 days after it ends until deletion.
- **Nature and purpose:** hosting and processing the Customer Data that Customer loads, making it available to Users, including on their devices when they query it, and support. Only to provide the trial.
- **Personal data:** user account and log data of Users; personal data in the records Customer loads.
- **Data subjects:** Users; Customer's staff, customers, suppliers, their contact persons and other persons whose personal data is in the records Customer loads.

B. Koalake as a Hosted Product

- **Subject matter:** providing Koalake as a Hosted Product under an Order Form, in the shared Koalake Cloud or in a dedicated environment that Koalitix hosts for Customer.
- **Duration:** the term of the Order Form, and 30 days after it ends for export, until deletion.
- **Nature and purpose:** hosting and processing the Customer Data that Customer loads, making it available to Users, including on their devices when they query it, backups as the Documentation describes, and maintenance, support and updates. Only to provide the Hosted Product.
- **Personal data:** user account and log data of Users; personal data in the records Customer loads.
- **Data subjects:** Users; Customer's staff, customers, suppliers, their contact persons and other persons whose personal data is in the records Customer loads.

C. Maintenance and support of a Customer-Hosted Product

- **Subject matter:** Product Maintenance and support for Koalake installed in Customer's environment, under an Order Form.
- **Duration:** the term of the Product Maintenance or support under the Order Form, and up to 30 days after it ends for return and deletion.

- **Nature and purpose:** access by Koalitix staff to Customer's environment and the Customer Data in it, and processing of Customer Data that Customer shares in a support request, to investigate and resolve issues, install updates and security patches, and answer support requests. Only for these purposes.
- **Personal data:** user account and log data of Users; personal data in the records in Customer's environment, as far as a task requires access to it.
- **Data subjects:** Users; Customer's staff, customers, suppliers, their contact persons and other persons whose personal data is in the records in Customer's environment.

D. Services

- **Subject matter:** Services under an SOW or Order Form, including consultancy and Data team as a Service, where Koalitix processes personal data for Customer.
- **Duration:** the term of the SOW or Order Form, and up to 30 days after it ends for return and deletion.
- **Nature and purpose:** access to and processing of Customer Data in Customer's systems and in data Customer provides, to design, build, maintain and support Customer's data platforms, data pipelines, reports and applications, to analyse data on Customer's instructions, and to host applications that Koalitix builds for Customer where the SOW or Order Form includes hosting. Only to deliver the Services.
- **Personal data:** personal data in Customer's systems and records, as far as the Services require; user account data of users of applications that Koalitix hosts for Customer.
- **Data subjects:** users of Customer's systems and of applications that Koalitix hosts for Customer; Customer's staff, customers, suppliers, their contact persons and other persons whose personal data is in Customer's records.

Annex 2. Technical and organisational measures

Koalitix applies these measures to Customer Personal Data in the systems it manages. In environments that Customer owns or controls, Customer's own measures apply as well (Section 5.3).

- **Security management.** Koalitix runs an information security management system with documented policies for access control, cryptography, operations security, incident response and data management. Koalitix reviews these policies at least once a year.
- **Access control.** Access is role-based and limited to staff who need it. Each person has a unique account. Multi-factor authentication is required for all access to systems that hold Customer Personal Data and for all privileged access to production systems. Access rights are removed within 16 business hours after a person leaves Koalitix or changes role.
- **Access to Customer environments.** Koalitix staff access an environment that Customer owns or controls only through named accounts with multi-factor authentication, which Customer can revoke at any time.
- **Devices.** Koalitix staff work with Customer Personal Data only on Koalitix-managed devices with disk encryption, endpoint protection and automatic screen lock.
- **Encryption.** Customer Personal Data is encrypted with TLS 1.2 or higher when it travels over public networks. It is encrypted at rest in Hosted Products and on Koalitix-managed devices.
- **Logging.** Security-relevant access and administrative activity in systems that hold Customer Personal Data are logged. Logs are kept for at least 30 days and do not contain credentials.

- **Vulnerability management.** Koalitix patches vulnerabilities in the systems it manages within 30 days for critical and high severity, and within 90 days for medium and low severity, after identification.
- **Incident response.** Koalitix has a documented incident response plan. Under it, Koalitix assesses, contains and records security incidents, and notifies personal data breaches as Section 6 describes.
- **Staff.** Staff with access to Customer Personal Data have committed themselves to confidentiality and receive security awareness training at least once a year.
- **Backups.** Koalitix makes backups of Customer Data in a Hosted Product only as the Documentation describes.
- **Sub-processors.** Koalitix assesses the security and data protection terms of each sub-processor before engaging it, and reviews them at least once a year.

Annex 3. Sub-processors

This list is current at the version date of this Addendum. The list at koalake.com/sub-processors is authoritative.

- **Scaleway SAS** (France). Hosting of Koalake trials and Hosted Products, and sending Koalake's emails to Users. Location: France (EEA). Used for: trials and Hosted Products.
- **Microsoft Ireland Operations Limited** (Ireland). Microsoft 365 email, for support communication with Customer. Location: EEA; Microsoft may access it from outside the EEA for support and security. Used for: support.
- **Hetzner Online GmbH** (Germany). Servers that set up and update Koalake accounts, including the user profile of the account's first User. Location: Germany (EEA). Used for: trials and Hosted Products.
- **GitHub, Inc.** (United States). Workflows that set up Koalake accounts, which receive the contact details of the account's first User. Location: United States. Used for: trials and Hosted Products.
- **Anthropic, PBC** (United States). Claude, the AI assistant Koalitix staff use for support and maintenance, including Customer Personal Data in support requests and in Customer's environment. Location: United States. Used for: support and maintenance.

A dedicated environment that Koalitix hosts with another cloud provider is agreed in an Order Form, which names that provider. Sub-processors used only for Services are named in the SOW for those Services (Section 7.1).