



Data Processing Terms

These **Data Processing Terms** constitute Supplemental Terms under the Terms of Service (ToS) and apply solely to the extent MPMX Processes Personal Data on behalf of Customer in connection with the Services.

1. Scope and Subject Matter

- 1.1 These Data Processing Terms govern the Processing of Personal Data by MPMX on behalf of Customer in connection with the provision of the Services.
- 1.2 These Data Processing Terms apply automatically upon Customer's use of the Services and do not require separate signature.
- 1.3 In case of conflict between these Data Processing Terms and other contractual provisions, these Data Processing Terms prevail solely with respect to the Processing of Personal Data.

2. Definition

- 2.1 Definitions are stated in the ToS.
- 2.2 Capitalized terms such as Controller, Processor, Processing, Personal Data and Data Subject have the meanings assigned under applicable Data Protection Law.

3. Roles of the Parties

- 3.1 For the purposes of applicable Data Protection Law and solely with respect to the Processing of Customer Personal Data (a) Customer acts as Controller and MPMX acts as Processor; or (b) where Customer acts as Processor on behalf of a third-party Controller, MPMX acts as Subprocessor. The respective roles apply as determined by the factual circumstances of the Processing activities concerned. Customer represents and warrants that it is duly authorized to engage MPMX as Processor or Subprocessor, as applicable, and that it has obtained all necessary permissions and legal bases required under Data Protection Law. Where MPMX acts as Subprocessor, Customer remains responsible for ensuring that its agreement with the relevant Controller permits the engagement of MPMX under these Data Processing Terms.
- 3.2 Customer remains responsible for determining the purposes and legal basis for Processing and for ensuring lawful use of the Services.

4. Details of Processing

- 4.1 MPMX Processes Customer Personal Data solely for the purpose of providing, securing, supporting, and maintaining the Services and complying with applicable law.
- 4.2 The categories of Data Subjects, categories of Personal Data, types of Processing operations, and further Processing details are described in the Processing Details document made available by MPMX on the MPMX Legal Center, as updated from time to time.
- 4.3 Customer does not provide Personal Data subject to industry-specific regulations (including health or payment card data) unless expressly agreed in writing.

5. Customer Instructions

- 5.1 Customer instructs MPMX to Process Customer Personal Data solely as necessary to provide the Services and in accordance with these Data Processing Terms and the ToS and applicable Order Form.
- 5.2 These Data Processing Terms together with the ToS and the applicable Order Form constitute Customer's complete documented Processing instructions.
- 5.3 If MPMX reasonably believes that a Processing instruction violates Data Protection Law, MPMX informs Customer and may suspend the relevant Processing until the Parties agree on lawful instructions.

6. Confidentiality and Personnel

- 6.1 MPMX ensures that persons authorized to Process Customer Personal Data are bound by confidentiality obligations and receive appropriate training.
- 6.2 MPMX takes reasonable steps to ensure the reliability of personnel involved in Processing.

7. Security Measures

- 7.1 MPMX implements and maintains appropriate technical and organizational measures designed to protect Customer Personal Data against Security Incidents.
- 7.2 A description of such technical and organizational measures is made available by MPMX in its security measures documentation published on the MPMX Legal Center and updated from time to time.
- 7.3 MPMX may update such measures, provided that the overall level of protection is not materially reduced.

8. Security Incident Notification

- 8.1 Upon becoming aware of a Security Incident affecting Customer Personal Data, MPMX will notify Customer without undue delay and provide available information reasonably required under Data Protection Law.
- 8.2 MPMX will take commercially reasonable steps to mitigate and remediate the Security Incident to the extent within its control.
- 8.3 Security Incident notifications may be delivered via email or other reasonable means.

9. Subprocessors

- 9.1 Customer authorizes MPMX to engage Subprocessors for the Processing of Customer Personal Data.
- 9.2 MPMX maintains a current list of Subprocessors on the MPMX Legal Center.
- 9.3 MPMX ensures that Subprocessors are bound by written agreements imposing data protection obligations not less protective than those set forth in these Data Processing Terms on an overall basis.
- 9.4 MPMX will provide notice of material changes to Subprocessors through its published Subprocessor List. Where required by applicable Data Protection Law, Customer may object to a new Subprocessor for reasonable data protection grounds within thirty (30) days after notice. If the objection cannot reasonably be resolved, Customer may terminate the affected Services.

10. International Data Transfers

- 10.1 Where Customer Personal Data is transferred to a jurisdiction not recognized as providing an adequate level of protection, the Parties agree that appropriate safeguards apply.
- 10.2 To the extent required, the EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914) are incorporated by reference.
- 10.3 Module Two (Controller to Processor) applies where Customer is Controller and MPMX Processor. Module Three (Processor to Subprocessor) applies where Customer is Processor and MPMX Subprocessor.
- 10.4 Where applicable, UK international transfer mechanisms apply accordingly.
- 10.5 Where required, the required Processing details, Subprocessor information, and technical safeguards for such transfer mechanisms are fulfilled by reference to the Processing Details, Subprocessor List, and security measures documentation published by MPMX.

11. Assistance to Customer

- 11.1 MPMX provides reasonable assistance, to the extent required under Data Protection Law, for (i) responding to Data Subject requests; (ii) performing data protection impact assessments; and/or (iii) cooperating with Supervisory Authorities.
- 11.2 Assistance requiring substantial operational effort may be chargeable as Professional Services unless prohibited by law.

12. Deletion and Return of Data

- 12.1 Customer may export or delete Customer Personal Data using the functionality of the Services during the Services Term.
- 12.2 Following termination, Customer may request export within the period specified in the ToS or Service documentation.
- 12.3 Thereafter, MPMX may delete Customer Personal Data in accordance with its retention and backup policies.
- 12.4 Backup copies may persist for a limited period before deletion in the ordinary course.

13. Audits and Information Rights

- 13.1 Upon written request not more than once per twelve (12) months, MPMX will provide reasonable information necessary to demonstrate compliance with these Data Processing Terms.
- 13.2 Any on-site audit only occurs where remote verification is insufficient and subject to reasonable notice, confidentiality obligations, and minimal operational disruption. Audits are at Customer's expense.

14. Liability

- 14.1 Liability under these Data Processing Terms is subject to the liability provisions of the ToS.
- 14.2 Nothing in these Data Processing Terms excludes liability that cannot be limited under applicable law.

15. Updates

- 15.1 MPMX may update these Data Processing Terms to reflect changes in Data Protection Law, regulatory guidance, or international transfer requirements.
- 15.2 MPMX will provide reasonable advance notice of material updates. If an update materially reduces Customer's protections, Customer may terminate the affected Services prior to the effective date of the update.

These Data Processing Terms are effective as of the date of publication. Last updated: 01 May 2026.