



Data Processing Agreement (DPA)

ACCORDING TO ART. 28 PARA. 7 GDPR

Implementing Decision (EU) 2021/915 of the European Commission of 4 June 2021, published on 7 June 2021

Standard contractual clauses

SECTION I

Clause 1

Purpose and scope

- a) These standard contractual clauses (hereinafter "Clauses") are intended to ensure compliance with Article 28(3) and (4) of Regulation (EU) 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).
- (b) The controllers and processors listed in Annex I have agreed to these Clauses to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29(3) and (4) of Regulation (EU) 2018/1725.
- (c) These Clauses apply to the processing of personal data as set out in Annex II.
- (d) Annexes I to IV shall form an integral part of the Clauses.
- (e) These clauses are without prejudice to the obligations to which the controller is subject under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- (f) These Clauses do not, in themselves, ensure compliance with the obligations relating to international data transfers under Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

Clause 2

Immutability of the clauses

- a) The parties undertake not to amend the clauses, except to supplement or update the information provided in the annexes.
- b) This shall not prevent the parties from incorporating the standard contractual clauses set out in these Clauses into a more comprehensive contract and add further clauses or additional guarantees, provided they do not directly or indirectly conflict with the clauses or infringe fundamental rights or restrict the fundamental freedoms of the persons concerned.

Clause 3

interpretation

(a) If these clauses contain the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725,

Where terms are used, these terms shall have the same meaning as in the relevant Regulation.

b) These clauses are to be interpreted in the light of the provisions of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.

(c) These clauses shall not be interpreted in a manner that would conflict with the principles of fair trade laid down in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 or infringes fundamental rights or restricts the fundamental freedoms of the persons concerned.

Clause 4

priority

In the event of any conflict between these clauses and the provisions of related agreements, agreements existing or subsequently entered into or concluded between the parties, these clauses shall prevail.

Clause 5

Linking clause

(a) An institution which is not a party to these Clauses may, with the consent of all parties, amend these Clauses at any time. time as controller or processor by completing the Annexes and by adding Annex I signed.

(b) After completing and signing the annexes referred to in point (a), the acceding institution shall as a party to these clauses and has the rights and obligations of a controller or a processor as defined in Annex I.

(c) The acceding entity shall not be subject to any provisions of these Clauses for the period prior to its accession as a party. resulting rights or obligations.

SECTION II

OBLIGATIONS OF THE PARTIES

Clause 6

Description of processing

The details of the processing operations, in particular the categories of personal data and the purposes The categories for which the personal data are processed on behalf of the controller are set out in Annex II listed.

Clause 7

Obligations of the parties

7.1 Instructions

- a) The processor shall process personal data only on documented instructions from the controller. unless it is required by Union law or the law of a Member State to which it is subject to processing. In such a case, the processor shall inform the controller of this legal requirements prior to processing, unless the relevant law prohibits this on grounds of important public interest. The controller may, throughout the entire period of processing, personal data. These instructions must always be documented.
- b) The processor shall inform the controller without undue delay if it considers that the Instructions given to the controller against Regulation (EU) 2016/679, Regulation (EU) 2018/1725 or violate applicable Union or Member State data protection provisions.

7.2. Purpose limitation

The processor shall process the personal data only for the specific purpose(s) set out in Annex II, unless it receives further instructions from the controller.

7.3. Duration of processing of personal data

The data shall be processed by the processor only for the period specified in Annex II.

7.4 Security of processing

(a) The processor shall implement at least the technical and organisational measures listed in Annex III

Measures to ensure the security of personal data. This includes protecting data against a breach of security that may lead to accidental or unlawful destruction, desire to alter or to disclose or access the data without authorization. data (hereinafter "personal data breach"). In assessing the appropriate level of protection, the parties shall take into account the state of the art, the implementation costs, the nature, scope, circumstances and purposes of the processing as well as the risks and advantages for the data subjects. due account of the associated risks.

b) The processor shall grant its personnel access to the personal data only to the extent that

are subject to processing, as is necessary for the execution, administration and monitoring of the contract is absolutely necessary. The processor ensures that the data subject is persons authorized to process personal data have been bound to confidentiality or are subject to an appropriate statutory duty of confidentiality.

7.5 Sensitive data

If the processing concerns personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, or which contain genetic data or biometric data for the purpose of uniquely identifying a natural person

Person, data about the health, sex life or sexual orientation of a person or data about criminal convictions and offenses (hereinafter "sensitive data"), the Contracting Authority shall use workers special limitations and/or additional guarantees.

7.6 Documentation and compliance with the clauses

a) The parties must be able to demonstrate compliance with these clauses.

b) The processor processes requests from the controller regarding the processing of data in accordance with these clauses promptly and in an appropriate manner.

c) The processor shall provide the controller with all information necessary to prove the Compliance with the provisions of these Clauses and directly arising from Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725. At the request of the controller, The processor shall also permit the audit of the processing activities covered by these Clauses at reasonable intervals or when there are indications of non-compliance and shall contribute to such audit

In deciding whether to conduct a review or audit, the controller may take into account relevant certifications of the processor.

d) The controller may conduct the audit itself or commission an independent auditor.

Such inspections may also include inspections of the processor's premises or physical facilities and, where appropriate, shall be carried out with reasonable advance notice.

e) The Parties shall provide the competent supervisory authority(ies) with the information referred to in this clause, including test results, available upon request.

7.7 Use of subcontractors

(a) The processor has the general authorisation of the controller to engage sub-processors listed in an agreed list. The processor shall inform

The controller shall expressly inform the controller in writing at least 20 working days in advance of any intended changes to this list by adding or replacing sub-processors, thereby giving the controller sufficient time to object to these changes before engaging the sub-processor(s) concerned. The processor shall provide the controller

provide the data subject with the information necessary to enable him or her to exercise his or her right of objection.

b) If the processor commissions a sub-processor to carry out certain processing activities (on behalf of the controller), this commissioning must be carried out by means of a contract.

which imposes on the sub-processor substantially the same data protection obligations as those applicable to the Processor under these Clauses. The Processor shall ensure that the sub-processor complies with the obligations to which the Processor is subject under these Clauses and under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

c) The processor shall, upon request, provide the controller with a copy of such subcontracting agreement and any subsequent amendments. To the extent necessary to protect business interests, secrets or other confidential information, including personal data, the processor may obscure the wording of the agreement before passing on a copy.

chen.

d) The processor shall be fully liable to the controller for ensuring that the subcontractor processor fulfils its obligations under the contract concluded with the processor.

The processor shall notify the controller if the sub-processor fails to fulfil its contractual not fulfilled its legal obligations.

- e) The processor shall agree with the sub-processor on a third-party beneficiary clause, according to which the controller has the right to terminate the subcontracting agreement and to terminate the subcontractor if the processor factually or legally ceases to exist or is insolvent.
to instruct the controller to delete or return the personal data.

7.8 International data transfers

- a) Any transfer of data by the processor to a third country or an international organisation shall be carried out exclusively on the basis of documented instructions from the controller or to comply with a specific provision under Union law or the law of a Member State to which the processor and must comply with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 are in line.
- b) The controller agrees that in cases where the processor has a
engages sub-processors in accordance with clause 7.7 to carry out certain processing activities (on behalf of the Controller) and these processing activities involve the transfer of personal data.
personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679
by using standard contractual clauses adopted by the Commission pursuant to Article 46(2) of the Regulation (EU) 2016/679, provided that the conditions for the application of these standard contractual clauses are met.

Clause 8

Support for the person responsible

- a) The processor shall inform the controller without undue delay of any request received from the data subject. The processor shall not respond to the request itself unless authorized to do so by the controller.
- (b) Taking into account the nature of the processing, the processor shall assist the controller in fulfilling its obligation to respond to requests from data subjects to exercise their rights. In fulfilling its obligations under points (a) and (b), the processor shall follow the instructions of the person responsible.
- (c) Apart from the obligation of the Processor to assist the Controller pursuant to Clause 8(b), the Processor shall, taking into account the nature of the data processing and of the information available to him, also assists the controller in complying with the following Duties:

- 1) Obligation to carry out an assessment of the impact of the intended processing operations on the protection of personal data (hereinafter referred to as 'data protection impact assessment') if the form of processing is likely to result in a high risk to the rights and freedoms of natural persons;
- 2) Obligation to consult the competent supervisory authority(ies) prior to processing if a data protection impact assessment shows that processing would result in a high risk unless the controller takes measures to mitigate the risk;
- 3) Obligation to ensure that personal data are accurate and up to date are up to date, by informing the controller without undue delay if the processor becomes aware that the personal data it is processing are inaccurate or out of date;
- 4) Obligations pursuant to Article 32 of Regulation (EU) 2016/679

(d) The Parties shall specify in Annex III the appropriate technical and organisational measures to be implemented by the Processor to assist the Controller in the application of this Clause, as well as the scope and extent of the required assistance.

Clause 9

Reporting of personal data breaches

In the event of a personal data breach, the processor shall cooperate with the controller and provide appropriate assistance to enable the controller to fulfil its obligations under Articles 33 and 34 of Regulation (EU) 2016/679 or, where applicable, Articles 34 and 35 of Regulation (EU) 2018/1725, taking into account the nature of the processing and the information at its disposal.

9.1. Violation of the protection of data processed by the controller

In the event of a personal data breach related to the data processed by the Controller, the Processor shall assist the Controller as follows:

- (a) in the immediate notification of the personal data breach to the competent authority(ies) supervisory authority(ies), after the controller has become aware of the personal data breach, where relevant (unless the personal data breach is not likely to result in a risk to the rights and freedoms of natural persons);
- (b) when collecting the following information, which is required in accordance with Article 33(3) of Regulation (EU) 2016/679 must be specified in the controller's notification, which information must include at least the following:

- 1) the nature of the personal data, where possible, specifying the categories and the approximate Number of data subjects and the categories and approximate number of personal data records concerned;
- 2) the likely consequences of the personal data breach;
- 3) the measures taken or proposed by the controller to address the personal data breach and, where appropriate, the measures to mitigate its possible adverse effects.

If and to the extent that all such information cannot be provided at the same time, the original notification shall contain the information available at that time and further information shall be provided as and when available thereafter without undue delay;

- (c) when complying with the obligation under Article 34 of Regulation (EU) 2016/679 to communicate a personal data breach to the data subject without undue delay where that breach is likely to result in a high risk to the rights and freedoms of natural persons.

9.2. Violation of the protection of data processed by the processor

In the event of a personal data breach related to the data processed by the processor, the processor shall notify the controller without undue delay after becoming aware of the breach. This notification shall contain at least the following information:

- (a) a description of the nature of the injury (including, where possible, the categories and the approximate number of data subjects and the approximate number of data records affected);
- b) contact details of a contact point where further information about the personal data breach can be obtained. data can be obtained;
- (c) the likely consequences and the measures taken or proposed to remedy the breach protection of personal data, including measures to mitigate their possible adverse effects.

If and to the extent that all such information cannot be provided at the same time, the original notification shall contain the information available at that time, and further information shall be provided thereafter, as it becomes available, without undue delay.

The Parties shall specify in Annex III any other information that the Processor shall provide to assist the Controller in fulfilling its obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

SECTION III FINAL PROVISIONS

Clause 10

Violations of the clauses and termination of the contract

- a) If the Processor fails to comply with its obligations under these Clauses, the Controller may, without prejudice to the provisions of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725, instruct the Processor to suspend the processing of personal data until compliance with these Clauses or the termination of the contract. The Processor shall notify the Controller without undue delay if, for whatever reason, it is unable to comply with these Clauses.
- b) The controller is entitled to terminate the contract if he no longer processes personal data.
under these clauses, if
 - 1) the controller authorises the processing of personal data by the processor in accordance with point (a) and compliance with those clauses is not ensured within a reasonable period, but in any event within one month of the suspension;
 - 2) the processor substantially or persistently breaches these Clauses or fails to fulfil its obligations under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725;
 - 3) the Processor fails to comply with a binding decision of a competent court or of the competent supervisory authority(ies) concerning its obligations under these Clauses, Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- c) The Processor shall have the right to terminate the Agreement insofar as it concerns the processing of Personal Data pursuant to these Clauses if the Controller insists on the execution of its instructions after being informed by the Processor that its instructions conflict with applicable legal requirements pursuant to Clause 7.1(b).
- d) Upon termination of the contract, the processor shall, at the controller's discretion, delete all personal data processed on behalf of the controller and certify to the controller that this has been done, or return all personal data to the controller and delete existing copies, unless Union or Member State law requires the personal data to be stored. Until the data is deleted or returned, the processor shall continue to ensure compliance with this clause.

ANNEX I
List of parties

Responsible person(s):

name	
Address	
Contact details	
Data Protection Officer	
Date	
Signature	

Processor:

name	sync.blue® GmbH
Address	Sophie-Scholl-Str. 51 45721 Haltern am See Germany
Contact details	dpo@sync.blue
Data Protection Officer	DataGuard (DataCo GmbH)
Date	
Signature	

ANNEX II

Description of processing

Categories of data subjects whose personal data are processed

The categories of data subjects are determined from the service agreement and include in particular:

- o Employees
- o Customers
- o Interested parties

Categories of personal data processed

The categories of personal data processed are determined from the service agreement and include in particular:

- User profile of the contact persons
 - o First name
 - o Last name
 - o Email
 - o Company name
 - o Telephone numbers
- Contact details of people
 - o First name
 - o Last name
 - o Email
 - o Department
 - o Position
 - o Company name
 - o Date of birth
 - o Telephone numbers
 - o Addresses
- Contact details of companies
 - o Company name
 - o Email
 - o Annual turnover
 - o Addresses
 - o Telephone numbers

Type of processing

The type of processing results from the service agreement and includes all processes for providing the service, which includes, within the meaning of Art. 4 No. 2 GDPR, among

other things:

- Collection • Storage
- Queries •
- Reading •
- Organization

Purpose(s) for which the personal data are processed on behalf of the controller

The purpose of processing personal data is to provide all services specified in the Service Agreement.

Duration of processing

The duration of the processing is indefinite and ends in any case with the termination of the service agreement.

ANNEX III

Technical and organizational measures, including to ensure data security

The data is hosted in the following secure German data centers, whose measures are documented here:

Data center	Technical and organizational measures
Data Center I: Hetzner Online GmbH	https://www.hetzner.com/AV/TOM.pdf
Data Center II: NETWAYS GmbH NETWAYS Managed Services GmbH NETWAYS Professional Services GmbH	https://netways.de/wp-content/uploads/2024/09/NETWAYS_AV-Vertrag-Anlage-TOM_V1.1.pdf

In addition, sync.blue® – a brand of phonebridge GmbH – ensures the following measures to protect personal data for the software solution <https://app.sync.blue>:

Area	Purpose	Measures
Access control	Prevent unauthorized physical and logical access to systems	<ul style="list-style-type: none"> Secure authentication procedures Use strong passwords Multi-factor authentication (if technically available)
Access control	Ensuring that only authorized People have access	<ul style="list-style-type: none"> Role-based access control (RBAC) Checking access authorization Logging of accesses
Transfer control	Protection of data during transmission	<ul style="list-style-type: none"> Encryption of data transmissions (e.g. TLS) Ensuring data integrity and authenticity

Input control	Traceability of data processing processing operations	<ul style="list-style-type: none"> Logging of data processing processing operations Review and follow-up of inputs
Order control	Ensuring data protection-compliant processing according to customer specifications	<ul style="list-style-type: none"> Data processing according to the client's instructions Order processing agreements with customers
Availability control and re-manufacturability	Protection against data loss and recovery position after incidents	<ul style="list-style-type: none"> Regular data backups Development and testing of emergency plans
Separation control	Separation of data according to intended use	<ul style="list-style-type: none"> Separate storage and processing of data for different purposes

ANNEX IV

List of subprocessors

The following subcontractors are used directly to provide the main service:

Performance	Server location	company
Data Center I	Germany	Hetzner Online GmbH Industriestraße 25 91710 Gunzenhausen Germany
Data Center II	Germany	NETWAYS GmbH NETWAYS Managed Services GmbH NETWAYS Professional Services GmbH Deutschherrnstraße 15-19 90429 Nuremberg Germany