

Contract processing agreement

Art. 28 III GDPR

The Contracting Parties

- Hereafter: Client -

Company: _____

Street: _____

Zip Code, City: _____

Country: _____

and

- Hereafter: Contractor -

SoftTec GmbH, Hindelanger Straße 35, 87527 Sonthofen, Germany

conclude the following contract:

1. Subject matter and duration

1.1 The Contractor shall process personal data on behalf of the Client in accordance with Art. 4 No. 2 and Art. 28 GDPR. This activity includes:

- Carrying out maintenance work for adaptation purposes,
- Assistance or correction of the software supplied by the contractor.

1.2 The contract is concluded for an indefinite period of time. The period of notice is 3 months, the contract can be terminated by either party. The right to extraordinary termination for good cause remains unaffected.

2. Remuneration

The remuneration is determined in the respective project.

3. The nature and purpose of the processing

3.1 Type of processing according to Art. 4 No. 2 GDPR:

The provision of the contractually agreed data processing takes place exclusively in a member state of the European Union or in another member state of the Agreement on the European Economic Area. Any relocation to a third country requires the prior consent of the client and may only take place if the special requirements of Art. 44 et seq. of the Data Protection Act are met. DS-GVO are fulfilled.

3.2 Type of personal data pursuant to Art. 4 No. 1,13,14,15 GDPR:

- Personal master data
- Communication data (e.g. telephone, e-mail)
- Contract master data (contractual relationship, product or contract interest)
- customer history
- Contract billing and payment data
- Planning and control data
- Information (from third parties, e.g. credit bureaus, or from public directories)
- Data recorded in the client's software by the client

3.3 Categories of data subjects according to Art. 4 No. 1 GDPR:

- Customer data
- employee data

4. Rights and obligations as well as authority of the client to issue instructions

4.1 The client is responsible within the meaning of Art. 4 No. 7 GDPR. He is responsible for assessing the admissibility of data processing operations pursuant to Art. 6 I GDPR and for safeguarding the rights of data subjects pursuant to Art. 12 to 22 GDPR with the support of the Contractor. The Contractor is obliged to forward all such enquiries to the Contractor without delay if they are clearly addressed only to the Client.

4.2 The Contractor may only collect, process or use data within the scope of the instructions of the Client. The Customer shall designate one or more persons authorized to issue instructions, changes shall be notified immediately.

4.3 Changes to the object of processing and procedural changes shall be mutually agreed between the Client and the Contractor.

4.4 The contractor shall inform the client immediately if, in his opinion, a given instruction violates statutory provisions, Art. 28 III 3 DSGVO. The contractor may suspend performance for this period.

4.5 The client and contractor are responsible for compliance with the relevant data protection laws with regard to the data to be processed. The client is entitled to check compliance with all data protection and security regulations. There is a support on the part of the contractor, all necessary information and inspections are given completely and truthfully. The costs incurred by the client and contractor for the preparation and execution of an inspection by or on behalf of the client in the amount of 120 € / hour shall be borne by the client.

5. Obligations of the contractor

- 5.1 The Contractor shall comply with all statutory provisions, in particular Art. 32 and 30 II GDPR.
- 5.2 The processing of the data by the Contractor shall only take place on the basis of the contractual agreement with the instructions issued by the Client.
- 5.3 If the Contractor is obliged to appoint a data protection officer, he shall confirm that he has selected such a data protection officer and shall assure that he will name him, stating his contact details. Changes must be notified immediately.
- The client must decide whether to surrender or delete the data after the end of the contract. If, after termination of the contract, additional costs arise due to the surrender or deletion of data, these shall be borne by the Contractor.

6. Technical and organisational measures

- 6.1 An adequate level of protection for the rights and freedoms of the natural persons concerned by the processing is ensured by appropriate technical and organisational measures in accordance with Art. 25 GDPR. These measures were selected in accordance with Art. 32 I GDPR. The measures are listed in an internal information security management concept and include in detail (please mark with a cross):

<input checked="" type="checkbox"/>	Access controls	<input checked="" type="checkbox"/>	Availability control	<input checked="" type="checkbox"/>	Access control
<input checked="" type="checkbox"/>	Order control	<input checked="" type="checkbox"/>	Separation control	<input checked="" type="checkbox"/>	Transfer control
		<input checked="" type="checkbox"/>	Input control		

- 6.2 The contractor can check, evaluate and evaluate these or have them adapted for a given reason; essential changes must be agreed with the client.

7. The use of subcontractors

- 7.1 The contractor is only entitled to use subcontractors with the consent of the client, Art. 28 II GDPR. The subcontractors must be expressly named. The already existing subcontractor relationships shall be deemed confirmed by signing this contract.
- 7.2 The selection of a subcontractor shall be made by the Contractor in compliance with the statutory and contractual requirements. The contractual agreements shall comply with the requirements of confidentiality, data protection and data security between the contracting parties to this contract. The Customer shall be granted control and inspection rights in accordance with Art. 28 III lit.h GDPR.
- 7.3 The forwarding of data to the subcontractor is only permissible if the subcontractor has fulfilled the obligations pursuant to Art. 29 and Art. 32 IV GDPR with regard to its employees.
- 7.4 The contractor shall check compliance with the subcontractors' obligations and document the result. This must be made available to the customer.

8. Confidentiality obligation

- 8.1 The Customer is obliged to treat confidentially all business secrets and data security measures of the Contractor obtained within the scope of the contractual relationship as well as the personal data. This obligation shall remain in force after termination of the contract.
- 8.2 The Contractor warrants that the persons authorised to process the data have undertaken to maintain confidentiality or are subject to a statutory duty of confidentiality (Art. 28 III lit.b GDPR).

9. Other

- 9.1 Amendments and supplements to this agreement and all its components require a written agreement.
- 9.2 Violations of this contract, instructions or other data protection regulations must be reported to the customer without delay. The same applies in case of suspicion.
- 9.3 In the event of changes to the GDPR during the term of the contract, the references made here shall also apply to the respective succession arrangements.
- 9.4 If individual parts of this agreement are invalid, the validity of the remaining provisions shall remain unaffected. All annexes to this contract are part of the contract.

Client

Place, Date

Stamp, Signature

Contractor

Sonthofen, 13.03.2019

Place, Date

Stamp, Signature

