

**Agreement to process Customer Data** as defined in Art. 28 GDPR  
**for the SaaS Application „contentDock®“**

Between

Company name and  
Address

- controller; hereinafter „the client“ -

and

EDIT GmbH  
Wilhelm-Holert-Str. 61  
D-21502 Geesthacht

- processor; hereinafter „the contractor“ -

### **1. Subject-matter and duration of the processing**

The Client uses the SaaS offer "contentDock®" of the contractor for the supply of digital contents.

This agreement specifies the obligations of the client and contractor to protect personal data, which:

- the client or a vicarious agent of the client enters into the software during the use of contentDock® and / or
- arising from the use of the software (eg entering of personal data by a user into a contentApp of the client) and / or
- the client provides the contractor with in a different way in connection with the implementation of the contract of use.

The duration of the agreement corresponds to the period of use of contentDock® by the client.

### **2. Nature and purposes of processing**

The processing of personal data takes place in automated procedures. The processing is necessary for the granting of user rights for entering, changing and deleting data as well as for the user-related provision of the digital content of a contentApp created with contentDock®.

### **3. Type of personal data**

The following data categories may be the subject of order processing:

- Person master data (eg. Name; Prenom; Address)
- Communications data (eg. E-Mail Adresse)
- Videos / Images
- Contract master data
- Contract billing data
- Customer history data
- Requests for information

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#### **4. Categories of data subjects**

The following persons may be affected of order processing:

- the client
- the employees of the client
- Freelancer/Subcontractor of the client
- registered end user/customers of the client
- interested parties of the client
- contact person of the client
- other affected persons

#### **5. Categories of recipients**

The following categories may be recipients of the personal data affected by the processing:

- employees/agents of the client (with corresponding rights in the user account)
- employees/agents of the contractor (eg. during maintenance)
- Hostingprovider
- Payment Service Provider

The provision of the contractually agreed data processing takes place in a member state of the EU or in another Contracting State of the Agreement on the European Economic Area. The client agrees to a transfer of the processing to a third country if the special conditions of Art. 44 et seq. GDPR are met.

#### **6. Obligations of the contractor**

(1) The contractor processes personal data exclusively in accordance with the instructions of the client and exclusively for the purpose of providing the contractually agreed services in the context of the contentDock® software (Article 28 (3) (a) GDPR).

(2) The contractor ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality (Article 28 (3) (b) GDPR).

(3) In accordance with Article 28 (3) (c) of the GDPR, the contractor shall design the internal organization within its area of responsibility, taking into account the state of the art, the costs of implementation and the nature, scope, circumstances and purposes of the processing, that it meets the requirements of the applicable data protection law. The technical and organizational measures taken at the beginning of the agreement are set out in Annex 1. It is agreed between the parties that adaptation of the measures taken may be necessary at any time to adapt to technical and legal conditions. It must be ensured that the agreed level of protection is not undercut.

(4) The contractor may call in additional processors. Replacement or recourse of additional subcontractors is permitted if:

- the contractor notifies the client in writing of the change of a subcontractor or of an additional subcontractor within a reasonable time in advance, and
- the client does not object in writing to the change over against the contractor within 14 days and
- with the subcontractor an order processing agreement is made, which complies with the conditions of Article 28 (1-4) of the GDPR and which provides sufficient guarantees that the appropriate technical and organizational measures are carried out in such a way as to comply with GDPR.

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The client may object to the inclusion or change of a subcontractor only for important reason. There are all important reasons to name. If there is an important reason that the client can not eliminate by adjusting the order, the client is entitled to a special right of termination.

At the time of placing the order to process personal data, the contractor shall cooperate with the subcontractors listed in Annex 2. Insofar, no separate information is sent to the client.

If a subcontractor provides the agreed service in a third country, it must be ensured that the conditions set out in this agreement are met and that the principles of Chapter 5 GDPR are met.

(5) The Contractor shall, within the limits of its possibilities, assist the Principal with suitable technical measures in the fulfillment of the rights of data subjects in accordance with Art. 16 - 20 GDPR and in the fulfillment of the obligations in accordance with Art. 32 - 36 GDPR. For this, the contractor may claim an appropriate remuneration.

If the contractor becomes aware of a breach of the protection of personal data, he informs the client immediately.

(6) The Contractor will, at the option of the Client, delete or return any personal data after completion of the provision of the processing services, unless under the law of the Union or a Member State there is an obligation to store the personal data.

(7) The contractor shall ensure that the client provides all necessary information regarding compliance with the obligations laid down in Article 28 GDPR. The contractor will provide the client with the necessary information upon request. The contractor may claim a fee for allow of controls.

(8) The contractor will inform the client immediately if he believes that the client's instructions infringe the GDPR or other data protection provisions of the Union or the Member States.

## **7. Obligations of the client**

(1) The client is the responsible body within the meaning of Article 4 No. 7 GDPR and in particular also responsible for the lawfulness of the data processing. This also applies with regard to compliance with any special statutory confidentiality obligations of the client (eg doctors, lawyers and certain insurance companies). If necessary, the client must inform the data subjects about the processing of the data and, if necessary, obtain the corresponding consent.

(2) The client is solely responsible for the safeguarding of the data subjects' rights as well as for the corresponding information obligations when collecting personal data for the data subjects under Article 13 and 14 GDPR.

If third parties assert claims against the contractor based on the fact that the processing of personal data by the contractor commissioned by the client violates their rights as the data subject, the client becomes:

- indemnify the Contractor from such claims without delay,
- provide the contractor with adequate legal defense assistance; and
- indemnify the contractor from the costs of legal defense.

If the person concerned asserts his rights with the contractor, he will inform the client immediately. The contractor will support the client as far as possible in the fulfillment of the rights of data subjects in accordance

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with Article 12 - 23 GDPR and in the fulfillment of his obligations under Article 32 - 36 GDPR. For this, the contractor may claim an appropriate remuneration.

If there exist an obligation to provide information according to Art. 33 and 34 GDPR, the client is solely responsible for their compliance.

(3) The client bears the responsibility that the technical and organizational measures taken by the contractor provide a reasonable level of protection for the risks of the personal data to be processed on his behalf.

(4) The client exercises his right to give instructions regarding the data to be processed by using the software and by entering the data into the software.

(5) The client may issue additional instructions. Insofar as these exceed the contractually agreed performance, they will be treated as a request for a change in performance and justify a claim for separate remuneration by the contractor.

If personal data are to be corrected, deleted or blocked, this is the responsibility of the client through the use of the corresponding functions in the software. If this is not possible, the contractor assumes this task according to the instructions of the client. For this, the contractor can claim a corresponding remuneration.

## **8. Final provisions**

This contract is exclusively subject to German law, excluding the UN Sales Convention.

If the customer is a merchant, a legal entity under public law or a special fund under public law, then the exclusive place of jurisdiction is Hamburg.

Should individual parts of this agreement be ineffective, this does not affect the effectiveness of the remaining regulations.