

Data Processing Agreement in Accordance with Article 28 of the General Data Protection Regulation (GDPR)

Agreement

between

- the Controller - hereafter named the "Client" -

and

Marianne Mandl - EDV Dienstleistungen,

Schubertstrasse 19, 2100 Korneuburg, AUSTRIA

- the Processor - hereafter named the "Supplier" -

Preamble

This agreement details the parties' obligations on the protection of personal data, associated with the processing of personal data on behalf of the Client as a data controller ordering and using the conference management system COMS (hereinafter, the "COMS contract"). Its regulations shall apply to any and all activities associated with the COMS contract, in whose scope the Supplier's employees or agents process the Client's personal data (hereinafter, "Data") on behalf of the Client as a controller (hereinafter, "Contract Processing").

§ 1. Scope, duration and specification of contract processing of Data

The scope and duration and the detailed stipulations on the type and purpose of the Contract Processing shall be governed by the COMS contract. Specifically, the Contract Processing shall include the following Data:

Data collected by the Client from the users of the COMS instance or instances allocated to the Client.

Except where this agreement stipulates obligations beyond the term of the COMS contract, the term of this agreement shall be the term of the COMS contract.

§ 2. Scope of application and responsibilities

(1) The Supplier shall process Data on behalf of the Client. Such Contract Processing shall include all activities detailed in the COMS contract. Within the scope of this Agreement, the Client shall be solely responsible for compliance with the applicable statutory requirements on data protection, including, but not limited to, the lawfulness of disclosing Data to the Supplier and the lawfulness of having Data processed on behalf of the Client. The Client shall be the »controller« in accordance with Article 4 no. 7 of the GDPR.

(2) The Client's individual instructions on the Contract Processing shall, initially, be as detailed in the COMS contract.

The Client shall, subsequently, be entitled to, in writing or in a machine-readable format (in text form), modifying, amending or replacing such individual instructions by issuing such instructions to the point of contact designated by the Supplier.

Instructions not foreseen in or covered by the COMS contract shall be treated as requests for changes and might incur a remuneration, to be agreed on by the parties. The Client shall, without undue delay, confirm in writing or in text form any instruction issued orally.

§ 3. The Supplier's obligations

(1) Except where expressly permitted by Article 28 (3)(a) of the GDPR, the Supplier shall process data subjects' Data only within the scope of the COMS contract and the instructions issued by the Client. Where the Supplier believes that an instruction would be in breach of applicable law, the Supplier shall notify the Client of such belief without undue delay. The Supplier shall be entitled to suspending performance on such instruction until the Client confirms or modifies such instruction.

(2) The Supplier shall, within the Supplier's scope of responsibility, organise the Supplier's internal organisation so it satisfies the specific requirements of data protection. The Supplier shall implement technical and organisational measures to ensure the adequate protection of the Client's Data, which measures shall fulfil the requirements of the GDPR and specifically its Article 32. The Supplier shall implement technical and organisational measures and safeguards that ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services. The Client is familiar with these technical and organisational measures, and it shall be the Client's responsibility that such measures ensure a level of security appropriate to the risk.

(3) The Supplier shall support the Client, insofar as is agreed upon by the parties, and where possible for the Supplier, in fulfilling data subjects' requests and claims, as detailed in chapter III of the GDPR and in fulfilling the obligations enumerated in Articles 33 to 36 of the GDPR.

(4) The Supplier warrants that all employees involved in Contract Processing of the Client's Data and other such persons as may be involved in Contract Processing within the Supplier's scope of responsibility shall be prohibited from processing Data outside the scope of the instructions. Furthermore, the Supplier warrants that any person entitled to process Data on behalf of Controller has undertaken a commitment to secrecy or is subject to an appropriate statutory obligation to secrecy. All such secrecy obligations shall survive the termination or expiration of such Contract Processing.

(5) The Supplier shall notify the Client, without undue delay, if the Supplier becomes aware of breaches of the protection of personal data within the Supplier's scope of responsibility. The Supplier shall implement the measures necessary for securing Data and for mitigating potential negative consequences for the data subject; the Supplier shall coordinate such efforts with the Client without undue delay.

(6) The Supplier shall notify to the Client the point of contact for any issues related to data protection arising out of or in connection with the COMS contract.

(7) The Supplier warrants that the Supplier fulfills its obligations under Article 32 (1)(d) of the GDPR to implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

(8) The Supplier shall correct or erase Data if so instructed by the Client and where covered by the scope of the

instructions permissible. Where an erasure, consistent with data protection requirements, or a corresponding restriction of processing is impossible, the Supplier shall, based on the Client's instructions, and unless agreed upon differently in the agreed use of COMS, destroy, in compliance with data protection requirements, all carrier media and other material or return the same to the Client. In specific cases designated by the Client, such Data shall be stored or handed over. The associated remuneration and protective measures shall be agreed upon separately, unless already agreed upon in the agreed use of COMS.

(9) The Supplier shall, upon termination of the Contract Processing and upon the Client's instruction, allow the client to retrieve all Data, and / or delete the same. The Client shall bear any extra cost caused by deviating requirements in returning or deleting data.

(10) Where a data subject asserts any claims against the Client in accordance with Article 82 of the GDPR, the Supplier shall support the Client in defending against such claims, where possible.

§ 4. The Client's obligations

(1) The Client shall notify the Supplier, without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by the Client in the results of the Supplier's work.

(2) Section 3 para. 10 above shall apply, *mutatis mutandis*, to claims asserted by data subjects against the Supplier in accordance with Article 82 of the GDPR.

(3) The Client shall notify to the Supplier the point of contact for any issues related to data protection arising out of or in connection with the the COMS contract.

§ 5. Enquiries by data subjects

(1) Where a data subject asserts claims for rectification, erasure or access against the Supplier, and where the Supplier is able to correlate the data subject to the Client, based on the information provided by the data subject, the Supplier shall refer such data subject to the Client. The Supplier shall forward the data subject's claim to the Client without undue delay. The Supplier shall support the Client, where possible, and based upon the Client's instruction insofar as agreed upon. The Supplier shall not be liable in cases where the Client fails to respond to the data subject's request in total, correctly, or in a timely manner.

§ 6. Options for documentation

(1) The Supplier shall document and prove to the Client the Supplier's compliance with the obligations agreed upon in this exhibit by appropriate measures.

(2) Where, in individual cases, audits and inspections by the Client or an auditor appointed by the Client are necessary, such audits and inspections will be conducted during regular business hours, and without interfering with the Supplier's operations, upon prior notice, and observing an appropriate notice period. The Supplier may also determine that such audits and inspections are subject to prior notice, the observation of an appropriate notice period, and the execution of a confidentiality undertaking protecting the data of other customers and the confidentiality of the technical and organisational measures and safeguards implemented. The Supplier shall be entitled to rejecting auditors which are

competitors of the Supplier.

The Supplier shall be entitled to requesting a remuneration for the Supplier's support in conducting inspections where such remuneration has been agreed upon. The Supplier's time and effort for such inspections shall be limited to one day per calendar year, unless agreed upon otherwise.

(3) Where a data protection supervisory authority or another supervisory authority with statutory competence for the Client conducts an inspection, para. 2 above shall apply mutatis mutandis. The execution of a confidentiality undertaking shall not be required if such supervisory authority is subject to professional or statutory confidentiality obligations whose breach is sanctionable under the applicable criminal code.

§ 7. Subcontractors (further processors on behalf of the Client)

(1) The client hereby consents to the Supplier's use of subcontractors.

(2) Where the Supplier commissions subcontractors, the Supplier shall be responsible for ensuring that the Supplier's obligations on data protection resulting from the COMS contract are valid and binding upon subcontractor.

(3) The Supplier will conduct the performance agreed upon, using the subcontractors enumerated below:

Name and address of the subcontractor	Description of the affected parts of performance
Hetzner (https://www.hetzner.de) Dienstanbieter im Sinne von § 5 TMG: Hetzner Online GmbH Industriestr. 25 91710 Gunzenhausen Germany	Supplier of dedicated root servers used by the COMS conference management system.

(4) The Supplier shall, prior to the use or replacement of subcontractors, inform the Client thereof. The Client shall be entitled to contradict any change notified by the Supplier within a reasonable period of time and for materially important reasons. Where the Client fails to contradict such change within such period of time, the Client shall be deemed to have consented to such change.

§ 8. Obligations to inform, mandatory written form, choice of law

(1) Where the Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in the Supplier's control, the Supplier shall notify the Client of such action without undue delay. The Supplier shall, without undue delay, notify to all pertinent parties in such action, that any data affected thereby is in the Client's sole property and area of responsibility, that data is at the Client's sole disposition, and that the Client is the responsible body in the sense of the GDPR.

(2) No modification of this agreement and/or any of its components – including, but not limited to, the Supplier's representations and warranties, if any – shall be valid and binding unless made in writing or in a machine-readable

format (in text form), and furthermore only if such modification expressly states that such modification applies to the regulations of this agreement. The foregoing shall also apply to any waiver or modification of this mandatory written form.

(3) In case of any conflict, the data protection regulations of this Agreement shall take precedence over the regulations of the COMS contract. Where individual regulations of this Agreement are invalid or unenforceable, the validity and enforceability of the other regulations of this agreement shall not be affected.

(4) This Agreement is subject to the laws of the Republic of Austria.

(5) Place of jurisdiction: The parties agree that the place of jurisdiction shall be the location of the court responsible for Korneuburg, Austria.

§ 9. Liability and damages

The Client and the Supplier shall be liable to data subject in accordance with Article 82 of the GDPR.

Signatures

_____, date _____

Korneuburg, 26 January 2023

M. Mandl

Client

Supplier