Addendum – Onward processing and sub-processors

Annex to service and framework agreements of atvari GmbH · may also be submitted unilaterally as an addendum to existing agreements

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§ 1 Scope

1. This addendum governs the onward processing of personal data under Art. 28 GDPR in so far as atvari GmbH acts as a processor within the scope of the contractual services. It covers in particular the standing administrative and office processes (time tracking, invoicing, contract management, email, telephony, and the AI tools under § 2).
2. **Not covered** are project-specific systems and infrastructures defined in the description of services or the individual work order ("statement of work", SoW) – e.g. client tenants, infrastructures provided by the client, or hosting named per project. For such project-specific processing the client is already the **controller**; atvari acts on its instruction.

§ 2 Authorised sub-processors

Upon effectiveness of this addendum, the following sub-processors are authorised for the respective processes:

Sub-processor	Location	Purpose	Data categories	Third country
sevDesk GmbH	Offenburg, Germany	Invoicing and accounting	Invoice data, contact and address data	–
Clockodo GmbH	Unna, Germany	Project time tracking	Time entries, project names	–
fynk GmbH	Vienna, Austria	Contract management and e-signatures	Contract texts, signatory data	per fynk's published sub-processor list
Proton AG	Switzerland (Geneva)	Proton Workspace: email, calendar & booking, password vault (Pass), documents (Drive/Docs), video meetings (Meet)	Message, calendar and document contents and metadata; stored client access credentials (Pass)	Switzerland (EU adequacy decision)
sipgate GmbH	Düsseldorf, Germany	Phone system; AI phone assistant where released in the SoW	Call content, caller data	per sipgate's DPA and its published sub-processor annexes
Munito (AI inference)	EU (data region "eu")	AI-assisted drafts and analyses within deliverables, where released in the SoW	Only released, preferably non-identifying project content	– (processing in EU endpoints)

The per-row data descriptions are indicative; the concluded DPA between atvari and each sub-processor is the authoritative document.

§ 3 General authorisation; notification

1. The client **generally authorises** atvari (Art. 28(2) GDPR) to engage further sub-processors for the processes in § 2.
2. atvari notifies planned additions to the client's contract contact **at least 14 calendar days** before their first use, in writing (email).
3. The client may **object to an addition within this period** on a demonstrable data-protection ground. If such a ground is named and accommodation is not reasonable, atvari will not use the affected sub-processor for the services rendered to this client; where this is not possible, the affected services end. An (extraordinary) termination right is limited to the addition in question.

4. Minor changes affecting existing sub-processors (e.g. a functionally equivalent vendor swap or a move within the EU or the adequacy area) are communicated on an ongoing basis.
5. The current list is additionally published as a continuously updated mirror at atvari.eu/trust (section “Sub-processors for client projects”).

§ 4 Client credentials and secrets

Access data, keys and other secrets of the client are processed by atvari on a strictly project-specific basis, stored only in a designated purpose-bound vault (Proton Pass), never transferred to third parties, and rendered void or deleted upon the end of the engagement unless the client requests archiving.

§ 5 Controls

1. As a control measure, atvari provides an **annual** self-attestation of its technical and organisational measures upon request.
2. Upon concrete cause, atvari provides insight into the agreements, evidence and relevant documentation; on-site reviews can be agreed case by case.

§ 6 Deletion

Project-related personal data is deleted by atvari from its operational systems **30 days** after the end of the engagement, subject to statutory retention obligations (in particular six to ten years for invoice and business records); no further processing takes place in such cases. A deletion log is provided on request.

§ 7 AI usage

1. **Default:** AI systems are used only where the description of services or the SoW releases them for the engagement. Absent any such rule, no AI usage applies.
2. AI usage within the scope of § 2 (Munito, sipgate sona) is based on the respective concluded DPA; training of the models with client data is not part of the services.
3. Proton Lumo (our internal assistant) does not process client content; any use with client content requires a specific agreement with the client.
4. The client may stipulate stricter AI rules in the SoW (e.g. its own AI policy, contract-wide AI bans); such rules take precedence for the respective engagement.

Change log

Date	Version	Change
2026-10-19	1.0	Initial version
2026-10-30	1.1	Unchanged reissue alongside TOMs v1.1 (hosting provider update)

Signatures (when submitted as an addendum to existing agreements)

atvari GmbH	Client
Date	Date