Data Processing Agreement (DPA)

between atvari GmbH and the client – as an annex to the respective service or framework agreement

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between **atvari GmbH**, Salzstr. 1, 21335 Lüneburg, Germany (**"Processor"**) and the client (**"Controller"**) – as an annex to the respective service or framework agreement including the statements of work ("SoW"). Version **v1.1, 2026-10-30**.

§ 1 Subject and roles

1. The Processor renders IT services for the Controller (software development, consulting, infrastructure). Personal data arises to the extent required for the performance of the services.
2. Covered by default is processing in **regular operation**: the administrative and office processes according to Annex 1 § 2 (time tracking, invoicing, contract management, email, telephony, and AI tools released under § 7).
3. **Project-specific systems and infrastructures per SoW** (e.g. client tenants, infrastructure provided by the client, project-named hosting) are processed by the Processor exclusively on instruction. For these operations the **client is the controller** (see Annex 1 § 1 para. 2). The parties may agree additional role assignments in the SoW.
4. Type and purpose of processing, categories of data subjects and data result from the underlying agreement; the table in Annex 1 § 2 serves as an orientation. The purpose limitation follows the agreed services.

§ 2 Instructions

1. The Controller is entitled to give instructions. Instructions are issued in writing; email and the agreed project structures (issue tracker, tickets, SoW) suffice.
2. Where statutory requirements deviate from this, the Controller notifies the Processor. The Processor reviews each instruction for recognizable data-protection acceptability and informs the Controller of established concerns. No further-reaching review obligation exists.
3. Changes of instructions are documented.

§ 3 Duration

The DPA applies for the term of the underlying agreement and ends with it.

§ 4 Security

1. The Processor binds employees (and freelancers) involved in the processing to confidentiality and data protection with effect from the beginning of their engagement.
2. The technical and organisational measures result from **Annex 2 (TOMs)**; the Processor keeps them up to date with the state of the art.

§ 5 Sub-processors

1. The engagement of sub-processors, the list of sub-processors and the notification and objection mechanism follow **Annex 1** (§§ 2–3 there).
2. Providers named in the SoW for a specific project (e.g. hosting selected by the client) act on the Controller's instruction and are **not sub-processors of the Processor** within the meaning of this agreement.

§ 6 Data subjects' rights, assistance and controls

1. The Processor supports the Controller to the extent required by its powers in fulfilling the obligations under Articles 32 to 36 GDPR and in handling data-subject requests (access, rectification, erasure, restriction, objection) through appropriate technical and organisational measures.
2. Proof of the technical and organisational measures is provided by way of the **annual self-attestation** regulated in Annex 1 § 5; beyond that, insight into the relevant documentation exists upon concrete cause, and on-site reviews can be agreed case by case.

§ 7 Incidents and notification

1. The Processor notifies the Controller **without undue delay, ordinarily within 48 hours** of becoming aware of any breach of this DPA or of the security of personal data during processing (personal data breaches) as well as material disruptions.
2. The parties notify each other **mutually and without undue delay** of personal data breaches and their time of occurrence, circumstances and countermeasures.

§ 8 Erasure and return

Erasure and return of personal data follow **Annex 1 § 6** (erasure 30 days after the end of the engagement, subject to statutory retention obligations; deletion log on request).

§ 9 Transfers to third countries

1. Transfers of personal data to a third country are permitted only in so far as **Chapter V GDPR** is observed (adequacy decision or standard contractual clauses) and are limited to the sub-processors authorised in **Annex 1 § 2**. The Processor documents the respective transfer basis on request.
2. Should a requirement for lawfulness cease to apply, the Processor informs the Controller without undue delay and stops the processing concerned.

§ 10 Remuneration of assistance

Assistance beyond the contractual scope of services is charged in accordance with the agreement.

§ 11 Final provisions

1. This DPA takes effect when both parties sign it, typically as part of the statement of work, or when concluded as an addendum to the underlying agreement.
2. Amendments and supplements to this DPA require text form. This applies to this clause as well.
3. Otherwise the provisions of the underlying agreement including the statement of work apply. Should any provision be or become invalid, the validity of the remaining provisions shall remain unaffected.
4. German law applies.

Change log

Date	Version	Change
2026-10-19	1.0	Initial version
2026-10-30	1.1	Unchanged reissue alongside TOMs v1.1: hosting moved to our own git-pages instance on Hetzner servers

atvari GmbH	Controller
Date	Date

List of annexes

- **Annex 1**: “Addendum – Onward processing and sub-processors” (separate document, version v1.1 of 2026-10-30)
- **Annex 2**: “Technical and organisational measures (TOMs)” (separate document, version v1.1 of 2026-10-30)