



## Order Processing Contract

Contract for the processing of personal data on behalf of a data controller in accordance with

Art. 28 DSGVO

between

the User of Bridge Software  
- hereinafter referred to as "Client" -

and Bridge ITS GmbH, Käthe-Kollwitz-Ufer 76, 01309 Dresden, Germany  
- hereinafter referred to as "Contractor" –

### 1. Contract Subject Matter

Within the scope as Service Provider, the Contractor is required to handle personal data (hereinafter referred to as "Client Data") for which the Client acts as the responsible entity as defined by data protection regulations. This contract specifies the rights and responsibilities of each party in connection with the Contractor's handling of Client Data. This is for the purpose of fulfilling the primary contract.

### 2. Scope of Contract

2.1 The Contractor shall process Client Data on behalf of and in accordance with the Client's directives as defined in Art. 28 DSGVO (commissioned processing). The Client shall remain the responsible party under data protection laws.

2.2 Contractor processing of Client Data is performed in the manner, to the extent, and for the purpose specified in the Main Contract; the processing relates to the types of personal data and categories of data subjects specified therein. The duration of data processing corresponds to the duration of the Main Contract.

2.3 The Contractor reserves the right to anonymize or aggregate any Client Data so that it is no longer possible to identify individual persons concerned, and to process it in this form for the purpose of demand-oriented design, further development and optimization, and to provide the service agreed upon in accordance with the Main Contract. The parties agree that anonymized Client Data or Client Data aggregated in accordance with the above provision shall no longer be considered Client Data within the context of this Agreement.

2.4 The Contractor may process and use Client Data as permitted under data protection laws. Conditions are met if the Contractor is permitted to do so by a legal permit or by a consent declaration issued by the Client. This Agreement does not apply to such data processing.

2.5 Processing of Client Data through the Contractor generally takes place within the European Union or in another contracting state of the Agreement on the European Economic Area (EEA). The Contractor is nevertheless permitted to process Client Data outside the EEA in compliance with the terms of this Agreement if the Contractor informs the Client in advance of the location of data processing, and the requirements of Articles 44 - 48 of the GDPR are met. Alternatively, an exception pursuant to Article 49 of the GDPR may apply.

## 3. Client directive rights and authority

3.1 The Contractor processes Client Data in accordance with the Client's directives, unless the Contractor is required by law to do otherwise. In the latter case, the Contractor must notify the Client of such legal requirements prior to processing, unless the relevant law prohibits such notification due to an important public interest.

3.2 Client directives are generally and conclusively defined and documented in the terms and conditions of this Contract. Any additional directives that deviate from the terms of this Agreement, or that impose additional requirements, require prior approval by the Contractor and are subject to the amendment procedure set forth in the Main Contract, in which the directive is to be documented and the assumption of any additional costs incurred by the Contractor as a result is to be settled by the Client.

3.3 The Contractor guarantees to handle Client Data in accordance with the Client's directives. If the Contractor is of the opinion that a directive of the Client violates this Agreement or the applicable data protection law, the Contractor is entitled, after notifying the Client accordingly, to suspend the directive until the Client confirms the directive. The parties agree that the sole responsibility for the processing of the Client Data in accordance with the relevant directives lies with the Client.

## 4 Client Responsibilities

4.1 The Client is responsible for the legality of Client Data processing as well as lawful compliance regarding data acquisition and data handling between all third parties. Should third parties file claims against the Contractor based on the processing of Client Data in accordance with this Agreement, the Client shall release the Contractor from all such claims upon initial request.

4.2 The Client is responsible for providing the Contractor with the Client Data in a timely manner for the rendering of services under the Main Contract and is responsible for the quality of the Client Data. The Client must inform the Contractor immediately and in full if errors or irregularities regarding data protection regulations or the Contractor's directives are discovered during the testing of the Contractor's work order output.

4.3 If requested, the Client must provide the Contractor with the information referred to in Article 30 (2) of the GDPR, provided that the Contractor does not already have this information.

4.4 If the Contractor should be obligated to provide information about the processing of Client Data to a government agency or person, or to otherwise cooperate with such agencies, the Client is obligated to provide the Contractor with assistance in supplying such information upon first request, and/or in fulfilling other commitments to cooperate.

## 5. Personnel Requirements

5.1 The Contractor is required to ensure the confidentiality of all Client Data processing by all persons involved in the processing of Client Data.

## 6. Processing Security

6.1 The Contractor will take all necessary and appropriate technical and organizational measures in accordance with Article 32 of the GDPR, to ensure a sufficient level of protection for Client Data. This takes into account the state of technology, the implementation costs and the nature, scope, circumstances and purposes of the processing of Client Data, as well as the varying likelihood and severity of the risk to the rights and freedoms of the data subjects.

6.2 The Contractor is permitted to change or adapt technical and organizational measures during the term of the contract as long as they continue to meet the legal requirements.

## 7. Involvement of Further Commissioned Parties

7.1 The Client hereby grants the Contractor general permission to involve further commissioned parties with regard to the processing of Client data. The additional parties engaged at the time of entering into the contract are listed in Annex 1. Contractual agreements with service providers involving the testing or maintenance of data processing procedures or systems by other bodies or other ancillary services are generally not subject to approval, even if access to Client Data cannot be ruled out in the process, as long as the Contractor makes appropriate arrangements to protect the confidentiality of all Client Data.

7.2 The Contractor agrees to inform the Client about any intended changes with regard to the involvement or replacement of further commissioned processors. In individual cases, the Client has the right to object to the commissioning of a potential additional Processor. An objection may only be raised by the Client for just cause, which must be proven to the Contractor. If the Client does not raise an objection within 14 days of receipt of the notification, the right to object with regard to the corresponding commissioning expires. If the Client raises an objection, the Contractor is entitled to terminate the Main Contract and this Contract with a notice period of 3 months.

7.3 The agreement between the Contractor and any additional Processor must contain the same level of responsibilities for the latter as the Contractor is responsible for under this Agreement. The parties agree that this requirement is met if the contract has a level of protection corresponding to this contract, or if the obligations set out in Article 28 (3) of the GDPR are placed on the additional processor.

7.4 Subject to compliance with the requirements of Section 2.5 of this Agreement, the stipulations in this clause 7 shall also apply if a further Contractor in a third country is involved. The Client hereby authorizes the Contractor, on behalf of the Client, to conclude a contract with another Processor incorporating the EU Standard Contractual Clauses for the Transfer of Personal Data to Processors in Third Countries, dated 5.2.2010. The Client agrees to cooperate to the extent necessary in fulfilling the requirements pursuant to Art. 49 DSGVO.

## 8. Data Subject Rights

8.1 The Contractor will support the Client with technical and organizational measures within the scope of what is reasonable, so the Client can meet their obligation to respond to requests for the protection of the legal rights of Data Subjects to which they are entitled.

8.2 If a Data Subject submits a request to exercise the rights to which it is entitled directly to the Contractor, the Contractor shall forward this request to the Client in a timely manner.

8.3 The Contractor will provide the Client with information about stored Client Data, the recipients of Client Data to whom the Contractor passes it on according to the Contract, as well as the purpose of the storage, unless the Client is in possession of this information already, or is able to procure it.

8.4 The Contractor agrees to permit the Client, to the extent reasonable and necessary, to correct, delete or restrict the further processing of Client Data. The Contractor may also, at the Client's request, correct, block or restrict the further processing of Client Data itself, if and to the extent this is beyond the Client's control.

8.5 If the Data Subject has a right to data portability with respect to the Client Data pursuant to Art. 20 DSGVO, the Contractor will support the Client within the scope of what is reasonable and necessary in providing that Client Data in a common and machine-readable format against reimbursement of the expenses and costs incurred by the Contractor in this regard, if the Client is unable to procure the data otherwise.

## 9. Contractor Obligations to Provide Notification and Support

9.1 If the Client has a legal obligation to report or notify a breach of protection of Client data (in particular pursuant to Art. 33, 34 GDPR), the Contractor is obliged to inform the Client in a timely manner about any reportable occurrences in the Contractor's scope of responsibility. The Contractor will support the Client in fulfilling the reporting and notification obligations at the Client's request and within the scope of what is reasonable and necessary for reimbursement of any expenses and costs which the Contractor must provide verification of.

9.2 The Contractor agrees to support the Client, to the extent reasonable and necessary, and in exchange for reimbursement of the expenses and costs incurred by the Contractor in connection with any data protection compliance evaluations to be carried out by the Client and any subsequent consultations with the supervisory authorities pursuant to Art. 35, 36 GDPR.

## 10 Data Deletion

10.1 The Contractor agrees to delete the Client Data after termination of this Agreement, unless the Contractor is required by law to continue storing the Client Data.

10.2 Documentation serving as evidence of the proper processing of Client Data in accordance with the Contract may be retained by the Contractor even after the Contract has ended.

## 11. Proof and Verification

11.1 The Contractor agrees to provide the Client, at the Client's request, with all information required and available to the Contractor, in order to prove compliance with its obligations under this Agreement.

11.2 The Client is entitled to check the Contractor with regard to compliance with the terms of this Agreement, in particular the implementation of the technical and organizational measures; this includes conducting inspections.

11.3 In order to carry out inspections in accordance with clause 11.2, the Client is entitled to enter the Contractor's business premises on which Client Data is processed, during normal business hours (Monday to Friday from 10 a.m. to 6 p.m.) at their own expense and after giving prior notice in accordance with clause 11.5> The Client agrees not to disrupt the course of business and to maintain strict confidentiality with regard to the Contractor's trade and business secrets.

11.4 The Contractor is entitled, at their own discretion, and taking into account the legal obligations of the Client, not to disclose any sensitive information with regards to the business of the Contractor business. The Contractor is also entitled not to disclose any information if the Contractor violates any legal or other contractual regulations by disclosing such information. The Client is not entitled to have access to data or information relating to other Contractor's clients. Clients also do not have access to information relating to costs, to quality review and contract management reports and to any other confidential Contractor data which is not directly relevant to the agreed upon inspection purposes.

11.5 The Client is required to inform the Contractor in advance ( as a rule at least two weeks in advance) about all matters related to the inspection. The Client may perform one inspection per calendar year. Additional inspections are carried out against reimbursement of costs and after coordinating with the Contractor.

11.6 If the Client commissions a third party to perform the inspection, the Client is required to commit the third party in writing just as the Client is committed to the Contractor on the basis of this Clause 11 of this Agreement. The Client must also commit the third party to confidentiality, unless the third party is already bound by a professional confidentiality agreement. Should the Contractor request to see or have copies of the Agreements, the Client is required to submit them to the Contractor immediately. The Client may not commission any competitor of the Contractor with the inspection.

11.7 The Contractor may choose to provide evidence of compliance to the obligations under this Agreement instead of an inspection by submitting a suitable, up-to-date certificate or report from an independent body (e.g., auditor, external auditor, data protection officer, IT security department, data protection auditors or quality assurance monitors) or a suitable certification by IT security or data protection audit - e.g., in accordance with BSI-Grundschutz - ("audit report"), if the audit report allows the Client to verify compliance with the contractual obligations.

## 12. Duration and Termination of Contract

12.1 The duration and termination of this Agreement are governed by the terms and conditions pertaining to the duration and termination of the Main Contract. Termination of the Main Contract automatically results in termination of this Contract. An isolated termination of this contract is excluded.

## 13. Liability

13.1 The exclusions and limitations of liability under the Main Contract apply to the liability of the Contractor under this Contract. If third parties assert claims against the Contractor due to a wrongful breach of this Agreement by the Client or one of the Client's contractual responsibilities under data protection law, the Client shall release the Contractor from such claims at first request.

13.2 The Client is obligated to release the Contractor from any fines imposed on the Contractor to any extent to which the Client shares responsibility for the violation sanctioned by the fine.

## 14. Final Clauses

14.1 Should individual clauses of this contract be or become ineffective or contain a loophole, the remaining clauses shall remain unaffected. The parties undertake to replace the invalid clause with a legally permissible clause that comes as close as possible to the intent of the invalid clause, and meets the requirements of Article 28 of the GDPR.

14.2 In the event of contradictions between this Agreement and other agreements between the Parties, in particular the Main Contract, the provisions of this Agreement take precedence.

### Appendix 1:

#### Subcontractor

For the processing of data on behalf of the Client, the Contractor uses the services of third parties who process data on their behalf ("Subcontractors").

The following companies may be involved:

Company/ Subcontractor	Address/ Country	Service Rendered
1&1 IONOS SE	Eigendorfer Str. 57 56410 Montabaur	Data center for application and database servers Hosting service provider
DSI GmbH Daten Service Informationssysteme	Carolinenstrasse 1 DE-01097 Dresden	Data center for application and database servers

		Hosting service provider
Microsoft Deutschland GmbH	Walter-Gropius-Straße 5 80807 München	Data center for application and database servers Hosting service provider
Stripe	Stripe Payments Europe, Limited The One Building 1 Grand Canal Street Lower Dublin 2 Co. Dublin Ireland	Payment Service Provider
PayPal (Europe) S. à r.l et Cie, S.C.A.	22-24 Boulevard Royal L – 2449 Luxembourg	Payment Service Provider
VorFina GmbH	Aidenbachstraße 30 81379 München	Certificate of data collection for financial analysis according to DIN 77230  (concerns the Bridge Premium package)