Data processing agreement pursuant to Art. 28 GDPR

This English version is a convenience translation. In the event of any discrepancy, the German version shall prevail.

Provider template, as of October 22, 2026. Forms part of the agreement on the use of Ordyse (§ 11(1) of the Terms and Conditions). The parties complete the square brackets when the agreement is concluded. This agreement may be concluded in text form or electronically (Art. 28(9) GDPR).

between **[Company, address]** (hereinafter the "Controller")

and **CoreGnition UG (haftungsbeschränkt)**, Leopoldstraße 31, 80802 Munich, Germany, provider of Ordyse (hereinafter the "Processor").

§ 1 Subject matter, term and relationship to the main agreement

1. The Processor processes personal data on behalf of the Controller in order to provide the services agreed in the main agreement: provision and operation of the Ordyse platform, process analysis, apps, support and setup of the connections.
2. This agreement applies for as long as the Processor processes personal data of the Controller, including the period required for return and deletion under § 10.
3. In the event of any conflict, the data protection provisions of this agreement take precedence over those of the main agreement.

§ 2 Nature, purpose, data and data subjects

Nature of processing	Collection via the agreed connections, storage, organization, analysis, display, transmission of proposals after approval, erasure
Purpose	Analysis and resolution of business processes, forecasts per case, proposals for the next step, support
Types of data	Business contact data (name, position, company, email, phone), content of business emails from connected shared mailboxes, document and transaction data relating to individuals, user accounts (login name, display name, role, groups), pseudonyms and team assignment of employees, logs of approvals, optionally task mining sessions under Annex 3 of the works council agreement
Data subjects	Employees of the Controller, contact persons at the Controller's customers, suppliers and service providers

Special categories of personal data under Art. 9 GDPR are not subject to the processing. The Controller does not connect any sources whose purpose is the processing of such data.

§ 3 Instructions

1. The Processor processes the data only on documented instructions from the Controller, including with regard to transfers to third countries, unless required to do so by Union or Member State law. In such a case, the Processor informs the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest (Art. 28(3)(a) GDPR).
2. The instructions are set out in the main agreement, this agreement and the settings the Controller makes in Ordyse. The Controller issues any further instructions in text form.
3. If the Processor considers an instruction to infringe the law, it informs the Controller without undue delay (Art. 28(3), second subparagraph, GDPR). It may suspend execution until the Controller confirms or amends the instruction.
4. The Processor does not use the data for its own purposes or to train AI models. The analysis of anonymous usage metrics without any personal reference for the stability and improvement of the service is permitted.

§ 4 Confidentiality

The Processor only deploys persons who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and who have been familiarized with the relevant data protection provisions (Art. 28(3)(b), Art. 29 GDPR).

§ 5 Security of processing

1. The Processor implements the technical and organizational measures pursuant to Art. 32 GDPR described in Annex 1.
2. It may adapt the measures to the state of the art, provided that the level of protection is not reduced. It notifies the Controller of material changes in text form.

§ 6 Sub-processors

1. The Controller grants general authorization for the engagement of other processors (Art. 28(2) GDPR). The sub-processors engaged at the time the agreement is concluded are listed in Annex 2 and are deemed approved.
2. The Processor informs the Controller in text form at least 30 days before engaging a new sub-processor or replacing an existing one. Within this period, the Controller may object for an important reason relating to data protection. If the parties cannot find a solution, the Controller may terminate the main agreement for cause with effect from the date of the change.
3. The Processor contractually imposes on each sub-processor the same data protection obligations as set out in this agreement, in particular sufficient guarantees to implement appropriate technical and organizational measures (Art. 28(4) GDPR). It remains liable to the Controller for the sub-processor's compliance with these obligations.
4. Ancillary services such as telecommunications or hardware maintenance without access to data in plain text do not constitute sub-processing. The Processor also takes appropriate precautions for such services.

§ 7 Processing outside the EU

1. The platform and its backups are operated in data centers in Germany. A transfer to a third country only takes place if the conditions of Art. 44 to 49 GDPR are met, in particular on the basis of an adequacy decision or the standard contractual clauses of the European Commission (Implementing Decision (EU) 2021/914).
2. Possible transfers by sub-processors are disclosed in Annex 2.

§ 8 Assistance to the Controller

1. The Processor assists the Controller by appropriate measures in responding to requests from data subjects under Chapter III GDPR (Art. 28(3)(e) GDPR). It forwards requests received directly to the Controller without undue delay and does not respond to them itself.
2. It assists the Controller in complying with the obligations under Art. 32 to 36 GDPR, in particular with notifications of personal data breaches, a data protection impact assessment and a prior consultation (point (f)). It provides a pre-filled template for the data protection impact assessment.
3. If the Processor becomes aware of a personal data breach, it notifies the Controller without undue delay and at the latest within 48 hours, providing the information under Art. 33(3) GDPR to the extent known. It provides any missing information as soon as it becomes available.
4. For assistance that goes beyond the functions of Ordyse and a reasonable scope, the Processor may charge a fee based on time and effort, provided it announces this in advance. It does not charge for assistance required as a result of its own breach.

§ 9 Evidence and audits

1. The Processor makes available to the Controller all information necessary to demonstrate compliance with the obligations under Art. 28 GDPR (point (h)).
2. The Controller may verify compliance itself or through an auditor bound to confidentiality, as a rule once a year and with 14 days' prior notice, or at shorter notice where there is a specific reason. Evidence may also be provided by current audit reports or certificates, for example those of the data center operators.
3. Audits must not disrupt operations disproportionately and must protect the data of other customers.

§ 10 Return and deletion

1. After the end of the services, the Controller exports its data itself (§ 8 of the Terms and Conditions, open formats OCEL 2.0 and CSV) or has the Processor hand it over.
2. The Processor then deletes all personal data of the Controller, at the latest 30 days after the end of the retrieval period under § 8(4) of the Terms and Conditions, and confirms the deletion in text form upon request (point (g)). If no plan is booked after a process analysis, § 8(6) of the Terms and Conditions applies.
3. Backups are overwritten in the regular cycle, at the latest 14 days after deletion in the live system.
4. Any obligation to store the data under Union or Member State law remains unaffected.

§ 11 Liability and final provisions

1. Liability towards data subjects is governed by Art. 82 GDPR. As between the parties, the liability provisions of the main agreement apply.
2. Amendments to this agreement must be made in text form.
3. Should any provision be invalid, the remainder of the agreement remains valid. This agreement is governed by the laws of the Federal Republic of Germany.

[Place], [Date]

_____ (Controller) _____ (Processor)

Annex 1: Technical and organizational measures

See the document "Technical and organizational measures" in its current version.

Annex 2: Sub-processors

See the document "Sub-processors" in its current version.