



# Data Processing Agreement

April 15, 2026

**Keila GmbH, Hauptstr. 10, 95517 Seybothenreuth, Germany**

*(hereinafter: Contractor)*

and

*(hereinafter: Client)*

conclude, in addition to the commissioned services, a Data Processing Agreement. The subject of the agreement is the collection, processing, and/or use of the client's data specified on the following page.



### I. Categories of Affected Persons:

- Employees (including applicants)
- Employees of external companies (e.g., temporary workers, freelance consultants/freelancers)
- Partners/Shareholders
- Service providers/suppliers and their employees
- Customers and their employees
- Prospective clients
- Children according to Art. 8 GDPR
- Others:

### II. Types of Personal Data:

- Contact and identification data (e.g., name, date of birth, address, country, telephone, email address, ID number)
- Communication and network data (e.g., traffic data, connection data, network information)
- Employee data (e.g., employment contract data, payroll data, personnel file data)
- Financial and insurance data (e.g., data on bank and credit card accounts, payment service data, credit information, or other information)
- Special categories of personal data according to the list in Art. 9 GDPR
- Other personal data:



## § 1 Subject, Duration, and Specification of Data Processing

This agreement specifies the obligations of the contracting parties regarding data protection, which arise from the agreed services (the use or provision of Keila Cloud). It applies to activities related to the agreed services in which employees of the contractor or persons commissioned by the contractor process personal data ("data") on behalf of the client.

The subject and duration of the contract as well as the type and purpose of the processing are derived from the agreed services. In particular, the data specified under I and II are part of the data processing.

## § 2 Scope of Application and Responsibility

1. The contractor processes personal data on behalf of the client. The client is solely responsible for compliance with the legal provisions of data protection laws, in particular for the lawfulness of data transfer to the contractor and for the lawfulness of data processing (as the "controller" within the meaning of Art. 4 No. 7 GDPR).

2. Instructions are derived from the agreed services and can subsequently be changed, supplemented, or replaced by the client in writing or in text form (e.g., email) through individual instructions (individual instruction). Instructions not provided for in the agreed services will be treated as a request for service modification. Oral instructions must be confirmed in writing or in text form without delay.

## § 3 Obligations of the Contractor

1. The contractor may process data of affected persons only within the scope of the contract and the client's instructions, unless there is an exception under Article 28(3a) GDPR.

2. The contractor will immediately inform the client if it believes that an instruction violates applicable laws. The contractor may suspend the implementation of the instruction until it is confirmed or amended by the client.

3. The contractor will organize its internal structure in its area of responsibility in such a way that it meets the special requirements of data protection. It will take technical and organizational measures for the appropriate protection of the client's data that meet the requirements of the General Data Protection Regulation (Art. 32 GDPR). In particular, the contractor will take technical and organizational measures to ensure the confidentiality, integrity, availability, and resilience of systems and services related to processing on a permanent basis. These measures are documented at [keila.io/dpa/tom.en.pdf](https://keila.io/dpa/tom.en.pdf). The client is responsible for ensuring that these measures provide an appropriate level of protection for the risks associated with the data to be processed. The technical and organizational measures are subject to technological progress and further development. In this regard, the contractor is permitted to implement alternative adequate measures.

4. The contractor will support the client, as agreed, within its capabilities in fulfilling requests and claims from affected persons under Chapter III of the GDPR and in complying with the obligations specified in Articles 33 to 36 GDPR.

5. The contractor ensures that persons working for the contractor are prohibited from processing data outside the instructions. Furthermore, the contractor ensures that persons authorized to process personal data are obligated to maintain confidentiality and that this confidentiality obligation continues even after the end of the contract.



6. The contractor will immediately inform the client if it becomes aware of breaches in the protection of the client's personal data.

7. The contractor ensures that it complies with its obligations under Art. 32(1)(d) GDPR by implementing a procedure for the regular review of the effectiveness of the technical and organizational measures to ensure the security of processing.

8. The contractor will correct or delete the contractual data if instructed to do so by the client. If it is not possible to delete this data in a data protection-compliant manner, the contractor will ensure that data carriers and documents containing contractual data are destroyed in a data protection-compliant manner.

9. Data, data carriers, and all other materials must be returned or deleted upon request by the client at the end of the contract. Any additional costs incurred due to deviating specifications for the return or deletion of data will be borne by the client.

#### **§ 4 Obligations of the Client**

1. The client must immediately and completely inform the contractor if it detects errors or irregularities regarding data protection regulations in the contract results.

2. In the event that the contractor is approached by an affected person regarding claims under Art. 82 GDPR, the client undertakes to support the contractor in defending the claim within its capabilities.

#### **§ 5 Requests from Affected Persons**

If an affected person contacts the contractor with requests for correction, deletion, or information under Articles 15 to 21 GDPR, the contractor will immediately refer the affected person to the client, provided that an assignment to the client is possible based on the information provided by the affected person. The contractor will support the client

within its capabilities. The contractor is not liable if the request of the affected person is not answered, not answered correctly, or not answered in a timely manner by the client.

#### **§ 6 Subcontractors (Additional Data Processors)**

1. The client agrees that the contractor will engage subcontractors. Before engaging or replacing subcontractors, the contractor will inform the client. The client may object to the change within a 14-day period for important reasons. If no objection is made within this period, consent to the change is deemed to have been given. If there is an important data protection reason and a mutually agreeable solution between the parties is not possible, the client and contractor will be granted a special right of termination.

2. A subcontractor relationship requiring consent exists if the contractor commissions other contractors with the entire or part of the service agreed in the contract. The contractor will make agreements with these third parties to the extent necessary to ensure appropriate data protection and information security measures.

3. If the contractor places orders with subcontractors, it is the contractor's responsibility to transfer its data protection obligations from this contract to the subcontractor.

4. The contractor is authorized to engage subcontractors without prior notification to the client if this is urgently necessary to ensure the integrity, availability, or resilience of the systems and services. The client will be informed immediately afterward, with §6(1) applying analogously.

5. The subcontractors listed at [keila.io/dpa/subcontractors.en.pdf](https://keila.io/dpa/subcontractors.en.pdf) are considered approved.



## § 7 Additional Information Obligations, Written Form Clause, Choice of Law

6. If the client's data is at risk of seizure or confiscation, insolvency or settlement proceedings, or other events or actions by third parties while with the contractor, the contractor must immediately inform the client.

The contractor will immediately inform all parties involved in this context that the sovereignty and ownership of the data lie exclusively with the client as the "controller" within the meaning of the GDPR.

7. Amendments and additions to this agreement and all its components—including any assurances by the contractor—require a written agreement, which may also be in electronic form (text form), and an explicit reference that it is an amendment or addition to these terms. This also applies to the waiver of this written form requirement.

8. If individual parts of this agreement are invalid, this will not affect the validity of the agreement as a whole.

9. German law applies.

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Location

Date

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Location

Date

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Client

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Contractor