

Data Processing Agreement

According to Art. 28 (3) General Data Protection Regulation (GDPR)

version 3.5

for customer number 77691656
between

Tim, Luijten
Bremersweg 12
6419 PD Heerlen

as controller
– hereinafter referred to as the client –

and

STRATO AG
Otto-Ostrowski-Straße 7
10249 Berlin

as processor
- hereinafter referred to as the processor –

1. Subject-matter and duration of the processing

1.1. The subject matter of the Agreement is the rights and obligations of the parties in the context of the provision of services in accordance with the service description and general terms and conditions (hereinafter referred to as the main contract), insofar as STRATO AG (hereinafter referred to as the processor) processes personal data on behalf of the client as controller (hereinafter referred to as the client) according to Art. 28 GDPR. This includes all activities that the processor performs to fulfill the contract and that represent a data processing on behalf of the controller. This also applies if the order does not explicitly refer to this Data Processing Agreement.

1.2. The duration of the processing depends on the actual processing of personal data of the controller by the processor.

2. Nature and purpose of the processing

2.1. The nature of the processing includes all types of processing as defined by the GDPR to fulfill the contract.

2.2. Purposes of processing are all purposes required to provide the contracted services (see also Appendix 1 service description) in particular in terms of cloud services, hosting, Software as a Service (SaaS), and IT support.

3. Type of personal data and categories of data subjects

3.1. The type of processed data is determined by the client by the product selection, the configuration, the use of the services, and the transmission of data. See also the service description in Appendix 1.

3.2. The categories of data subjects are determined by the client via product selection, configuration, the use of the services, and the transmission of data. See also the service description in Appendix 1.

4. Responsibility and processing on documented instructions

4.1. The client is solely responsible for complying with the legal requirements of data protection laws, in particular, the legality of the transfer of data to the processor and the legality of data processing under this Agreement ("Controller" in the sense of Art. 4 no. 7 GDPR). This also applies to the purposes and means of processing set out in this Agreement.

4.2. The instructions are initially determined by the main contract and can then be changed by the client in

writing or in an electronic format (text form) by individual instructions (individual instruction). Verbal instructions must be confirmed immediately in writing or in text form. In the event of proposed changes, the processor shall inform the client of the effects that this will have on the agreed services, in particular, the possibility of providing services, deadlines, and remuneration. If the implementation of the instruction is not reasonable to the processor, the processor is entitled to terminate the processing and give extraordinary notice of termination of the contract. The controller's obligation to pay shall cease upon the processor's termination of the service. Unacceptability exists in particular if the services are provided in an infrastructure that is used by several clients/customers of the processor (shared services), and a change in the processing for individual clients is not possible or is unreasonable.

4.3. The contractually agreed data processing takes place in a Member State of the European Union or in another contracting state of the Agreement via the European Economic Area, unless the transfer of data to third countries becomes necessary in order to provide the service. In the event that a transfer to a third country takes place, the processor shall ensure that the requirements pursuant to Art. 44 ff. GDPR are fulfilled.

5. Rights of the client, obligations of the processor

5.1. The processor may only process data of data subjects on the basis of documented instructions of the controller within the scope of the order. The instructions shall be specified in the contract at the beginning, however, there shall be no obligation to issue instructions unless there is an exceptional case within the meaning of Article 28 (3) a) of the GDPR. (obligation under the law of the European Union or of a Member State). This also refers to transfers of personal data to third countries or international organisations. If there is a processing obligation contrary to an instruction, the processor shall inform the client of the relevant legal requirement before processing. Unless the law in question prohibits such information due to an important public interest. The processor shall inform the client without delay if it considers that an instruction violates applicable laws. The processor may suspend the implementation of the instruction until it has been confirmed or modified by the client. The instructions shall be documented by the Client and kept for at least the duration of the contractual relationship.

5.2. In the light of the nature of the processing, the processor shall, as far as possible, assist the client with appropriate technical and organisational measures in order to fulfill the rights of the data subjects laid down in Chapter III of the GDPR. The processor is entitled to demand appropriate compensation from the client for these services. The processor shall provide the client with cost information in advance, insofar as the support was not required due to a breach of law or contract by the processor.

5.3. The processor shall assist the client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GPDR taking into account the nature of processing and the information available to the processor. The processor is entitled to demand appropriate compensation from the client for these services, insofar as the support was not required due to a breach of law or contract by the processor. The processor shall provide the client with cost information in advance.

5.4. The processor ensures that the employees involved in the processing of the data of the client and other persons acting on behalf of the processor are prohibited from processing the data outside the instruction issued. Furthermore, the processor ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. The same applies to the social secrecy, secrecy of telecommunications according to § 3 TTDSG (German Telecommunications and Telemedia Data Protection Act) and - in knowledge of criminal liability - for the preservation of secrets of professional secrecy according to § 203 StGB (German Penal Code). The obligation of confidentiality/secrecy persists even after the order has been completed.

5.5. The processor shall inform the client immediately if it becomes aware of violations of the protection of personal data of the client. The processor shall take the necessary measures to safeguard the data and to mitigate possible adverse consequences for the data subjects.

5.6. The processor guarantees the written appointment of a Data Protection Officer, who shall carry out his/her activity in accordance with Art. 38 and 39 GDPR. A contact option will be published on the website of the processor.

5.7. At the end of the provision of the processing services, the processor will, at the choice of the client, either delete or return the personal data, unless there is an obligation under European Union or national law to retain the personal data. If the client does not exercise this option, deletion is deemed agreed. If the client chooses to return, the processor can demand a reasonable compensation. The processor shall provide the client with cost information in advance.

5.8. If a data subject asserts claims for compensation according to Art. 82 GDPR, the processor shall support the client in defending the claims within the scope of its possibilities. The processor may demand reasonable

compensation for this, insofar as the claims for damages are not based on a breach of law or contract by the processor.

6. Obligations of the client

6.1. The client must immediately and completely inform the processor if it identifies errors or irregularities with regard to data protection regulations when carrying out the order.

6.2. In the event of termination, the client undertakes to delete personal data which it has stored during its service, before the termination of the Contract.

6.3. At the request of the processor, the client appoints a contact person for data protection matters.

7. Requests from the data subjects

The processor shall immediately inform the controller of any request received from the data subject. He shall not respond to the request himself, unless he has been authorized to do so by the controller. Taking into account the nature of the processing, the processor shall assist the controller in fulfilling the controller's obligation to respond to requests from data subjects to exercise their rights. In fulfilling its duties, the processor shall follow the instructions of the controller. The processor shall not be liable if the request of the data subject is not answered by the client, not answered correctly or not answered in due time.

8. Measures for the security of processing according to Art. 32 GDPR

8.1. The processor will take appropriate technical and organisational measures in its area of responsibility to ensure that the processing is carried out in accordance with the requirements of the GDPR and ensure the protection of the rights and freedoms of the data subjects. In accordance with Art. 32 GDPR, the processor shall take appropriate technical and organisational measures to ensure the confidentiality, integrity, availability and resilience of the processing systems and services in the long term.

8.2. The current technical and organisational measures of the processor can be viewed at the following link: <https://www.strato.de/agb/tom/>. The Processor clarifies that the technical and organisational measures listed under the link are merely descriptions of a technical nature which are not to be regarded as part of this Agreement.

8.3. The processor will operate a procedure for the regular review of the effectiveness of the technical and organisational measures to ensure the security of processing in accordance with Art. 32 (1) lit. d) GDPR.

8.4. Over time, the processor will adapt the measures taken to developments in the state of the art and the risk situation. A change in the technical and organisational measures taken is reserved to the processor, provided that the level of protection under Art. 32 GDPR is not fallen short of.

9. Proof and verification

9.1 The processor shall provide the client with all the information necessary to prove compliance with the obligations laid down in Art. 28 GDPR and shall allow and contribute to audits, including inspections, carried out by the client or another auditor appointed by the client. The processor is entitled to demand a declaration of confidentiality from the client and its appointed auditor, which shall not, however, prevent the client from providing evidence to the supervisory authority responsible for him. The Processor may reject direct competitors of the Client or persons who work for direct competitors of the Client as auditors.

9.2 As proof of compliance with the obligations set out in Article 28 GDPR, the existing certification in accordance with ISO 27001 is generally sufficient for the Client. The processor shall make the current certificate available on its website.

9.3 Insofar as the client asserts legitimate doubts on the basis of factual indications that these certifications are sufficient or appropriate, or if special incidents within the meaning of Art. 33 (1) GDPR in connection with the execution of the data processing on behalf of the client justify this for the client, it may perform inspections. These can be carried out during normal business hours without excessive disruption to the operation usually after registration (unless a control without notification appears necessary because otherwise the purpose of the control would be jeopardised). The client's inspection right has the objective of verifying compliance with the obligations incumbent on a processor in accordance with the GDPR and this Contract. The processor shall actively participate in the implementation of the control.

9.4 The processor may require reasonable compensation for information and assistance, insofar as the inspection was not required because of a breach of law or contract by the processor. The processor shall provide the client with cost information in advance.

10. Subprocessors (other processors)

10.1. The client grants the processor the general permission to use other processors within the meaning of

Art. 28 GDPR for the fulfillment of the contract.

10.2. The processors currently used are listed in Appendix 2. The Client agrees to their use.

10.3. The processor shall inform the client if it intends to withdraw or replace other processors. The client may object to such changes.

10.4. The objection to the proposed change can only be raised against the processor for a factual reason within 14 days after receipt of the information about the change. In the event of an objection, the processor may choose to provide the service without the intended change or, if the performance of the service without the intended change is not reasonable to the processor, stop providing the service affected by the change to the client within a reasonable time (at least 14 days) after receipt of the objection. The controller's obligation to pay shall cease at the time the processor ceases to perform the service.

10.5. If the processor places orders with other processors, it is the processor's responsibility to impose its data protection obligations under this Contract to the other processor. The processor shall ensure, in particular through regular checks, that the other processors comply with the technical and organisational measures.

11. Liability and compensation

11.1. In the case of assertion of a claim for compensation by a data subject person pursuant to Art. 82 GDPR, the parties undertake to support each other and to contribute to the clarification of the underlying facts.

11.2. The liability regulation agreed between the parties in the main contract for the provision of services shall also apply to claims arising from this Data Processing Agreement and in the internal relationship between the parties for claims of third parties under Art. 82 GDPR, unless expressly agreed otherwise.

12. Contract period, miscellaneous

12.1. The agreement begins with the conclusion by the client. It ends with the end of the last Contract under the respective client number. If any data processing on behalf of the client still takes place after termination of this contract, the regulations of these agreements are valid until the actual end of the processing.

12.2. The processor may amend the Agreement at its reasonable discretion with reasonable notice. In particular, the processor expressly reserves the right to unilaterally amend this agreement if major legal changes in relation to this agreement occur. The processor shall separately inform the client of the significance of the planned amendment and shall furthermore grant the client a reasonable period of time to declare an objection. The processor shall inform the client in the notice of amendment that the amendment will become effective if the client does not object within the set period. In the event of an objection by the client, the processor shall have an extraordinary right of termination.

12.3. The client acknowledges this agreement as part of the general terms and conditions:

<https://www.strato.de/agb/> concerning the product(s) booked by him. In the event of any contradictions, the provisions of this Agreement for data processing shall prevail to the provisions of the main contract. Should individual parts of this Agreement be ineffective, this does not affect the validity of the remaining agreements.

12.4. The exclusive place of jurisdiction for all disputes arising from and in connection with this contract is the registered office of the processor. This applies subject to any exclusively legal place of jurisdiction. This Contract is subject to the statutory provisions of the Federal Republic of Germany.

12.5. If the data of the client is endangered by seizure or confiscation, by a bankruptcy or settlement procedure, or by other events or measures of third parties, the processor shall inform the client immediately. The processor will inform all persons responsible in this connection without delay that the sovereignty and the ownership of the data lie exclusively with the client as the "Controller" within the meaning of the GDPR.

Appendix 1 Service Descriptions

Domain

Service description: If you order a domain from us, we will take care of the connection and registration of your domain with the responsible registry. In addition, the maintenance of the registration, domain transfers and deregistration are part of the contract. The same applies to the SSL certificates based on your domains.

Purpose of processing: registration, transfer, configuration and administration of the domain name.

Type of personal data: Domain name and contact details (name, address, e-mail, telephone number, company if applicable).

Categories of data subjects: Customers

Deletion periods: storage of changes in the domain for 12 months. Otherwise, the duration of processing

corresponds to the term agreed in the contract. Data subject to retention will be stored for up to 10 years after the end of the contract.

E-mail products (E-Mail Basic, E-Mail Business, E-Mail Plus, Microsoft Mail & Office, e-mail archiving).

Service description: If you have an e-mail product with us, you can create e-mail addresses for your domains and manage and use the associated services. We will create an e-mail box for you according to your order, which you can access using the STRATO webmailer and e-mail clients. According to the scope of services and the order, we perform forwarding, notifications, autoresponders, mailing lists and virus protection for you. In addition, a configurable spam filter is also part of the product. You can manage contacts, appointments and tasks in STRATO Webmailer according to the booked service. In addition, you have the option to purchase the e-mail archiving product and thus store your e-mails in an audit-proof manner.

Purpose of processing: provision of e-mail services (receiving, sending, holding and archiving) including the creation, configuration and deletion of e-mail addresses and the management of contacts, appointments and tasks.

Type of personal data: e-mails, contacts, appointments, tasks, domain and log files.

Categories of data subjects: Customers, employees of the customer, contacts of the customer

Deletion periods:

- Email services: Max. 30 days after the end of the contract period.
- Log files: max. 6 months after creation
- Email archiving: 60 days after end of contract

HiDrive Cloud Storage

Service description: Our cloud storage allows you to store your data in our data center, so that you can access the data from anywhere and at any time. Depending on the package ordered, you can, for example, create multiple users or make other configurations. You can also grant releases and manage them.

Purpose of processing: providing an online storage solution

Type of personal data: Data you store in the cloud, log files.

Categories of data subjects: Customers, employees of the customer, users

Deletion period: up to two months after the end of the contract, unless the customer performs an earlier deletion independently. Log files are kept for a maximum of 12 months.

Hosting products (web hosting, WordPress hosting, homepage builder).

Service description: The basis of the hosting products is the storage space on which a website can be published. This web space is provided by us and connected to the Internet. Depending on the selected product or scope of services, the following different components are available in particular:

- Services to install and operate external software (e.g. Wordpress).
- Databases and administrative access.
- Homepage editors to easily create a website using templates and modules.
- Services to connect the website (e.g. IP, domain, SSL certificates).
- Functional extensions:
 - SiteLock Scan helps you keep your web space free of malware by scanning your website and notifying you in case of a find.
 - Web Analytics helps you with statistical analysis of visitor traffic.

Purpose of processing: providing the web space for publishing on the Internet, providing tools and services for creating and operating websites.

Type of personal data: Website content data, domain, log files.

Categories of data subjects: Employees of the customers, visitors to the website

Deletion periods: log files about visitors to your website are stored for a maximum of 7 days. We delete content data within 2 months after the end of the contract. We delete other log data after a maximum of 12 months.

Webshop

Service description: With the help of a webshop from STRATO, you can set up an online store and use it to sell your goods. For this purpose, we provide SaaS software that has all the necessary functionalities for

operating an online store within a website or also via various social media channels. It is up to you as the store operator to fill the store with your individual content, e.g. selection of shipping and payment methods. Additional features of external partners can be added to the store solution to extend the functionality. If you wish to use these features, they require separate contracts directly between you and the respective partners; they are not part of this product.

Purpose of processing: web hosting, providing store infrastructure.

Type of data processed: master data of the store (such as product data, prices, general settings in the store), other data as far as they are needed to process sales (address and customer data, shipping and payment information, inventory, orders, etc.), log files

Categories of data subjects: Store operators, store customers and visitors to the website

Deletion periods: Logs as well as statistical data are retained for one year. Other data such as master data are stored for undeleted contracts without limit. The data of terminated contracts will be deleted after 60 days.

Online Marketing Tools

Service description: The online marketing products like marketingRadar, rankingCoach, listingCoach or adCoach can support the customer in his business success. Depending on the chosen product, company contacts are published in yellow pages and on other platforms, search results are optimized on Google, advertisements are placed on Google or newsletters are sent. Each of these applications supports in its specific context in sales, initiation of business contacts, communication of information and thus contributes to increasing reach, awareness and customer loyalty for customers.

Purpose of processing: increasing reach and awareness, placing advertisements, publishing company data, sending newsletters, optimizations for search engine results.

Type of data processed: Company data, contact data, content data, usage data.

Categories of data subjects: Employees, customers, website visitors

Deletion periods: customer data is deleted from our systems 30 days after termination; the product partner also deletes all data 30 days after termination.

Server Products (Dedicated Server, Dedicated Hosting, Cloud Server, vServer (VPS), Virtual Server, Private Cloud, Cloud Backup)

Service description: You can order a wide variety of server products from us. Depending on the product you choose, we provide you with hosted servers on your own individually used hardware (dedicated servers) or in a virtualized environment, a shared space only (virtual servers). Setup, administration and operation as well as data backup are supported by us with automated processes and tools. Data processing on the platform itself is carried out independently and on your own responsibility by you as the customer.

Purpose of processing: provision and operation of the server infrastructure.

Type of data processed: Content data that you store on the server, User account information (IP addresses, MAC addresses, usernames).

Categories of data subjects: Customers, Users

Deletion periods: user account information required for the purpose of service provision and customer data stored on the server will be deleted no later than seven days for function/contract cancellations confirmed online by customers and no later than 30 days for all other contract cancellations. User account information collected for the purpose of error diagnosis is deleted 7 days after collection.

Appendix 2 to the Data Processing Agreement - Approved subprocessors/additional processors

Date: 18.03.2024

Subprocessor	Address	Brief description of the service	appropriate safeguards in case of third country transfers
we22 Solutions GmbH	Otto-Ostrowski-Straße 7, 10249 Berlin	Strato homepage design service; development, maintenance and support of the website builder	-
ePages GmbH	Pilatuspool 2, 20355 Hamburg	Development and maintenance of the	-

Subprocessor	Address	Brief description of the service	appropriate safeguards in case of third country transfers
Ionos SE	Elgendorfer Straße 7, 56410 Montabaur	<p>webshops</p> <p>Provision, operation and maintenance of products; in particular:</p> <ul style="list-style-type: none"> • Operation, maintenance and support of the AutoUpdater for apps (Installatron). • Provision of the physical environment for the operation of Strato Mail Archiving (Dropsuite Ltd.). • Operating the platform and providing dedicated and virtual servers as well as cloud solutions. 	-
Dropsuite Ltd.	PTE, Ltd. 01-12 Block 71 , Ayer Rajah Crescent, Singapore 139951, Singapore	Development, maintenance, support and operation of Strato Mail Archiving	EU standard data protection clauses pursuant to Art. 46 (2) lit. c GDPR
Virtuozzo International GmbH	Vordergasse 59, 8200 Schaffhausen, Schweiz	Virtualization software for V-Server included and support	EU standard data protection clauses pursuant to Art. 46 (2) lit. c GDPR
rankingcoach GmbH Im	rankingCoach GmbH c/o wework, Friesenplatz 4, 50672 Köln	Applications to improve the visibility of a website in search engines	-
Hewlett-Packard GmbH	Herrenberger Strasse 140, 710 Böblingen	Operation and support for a V-Server platform	-
Acronis Germany GmbH	Landsbergerstrasse 105, 80339 München	Operation and support Backup Product	-
SiteLock, LLC	8701 East Hartford Drive Suite 200, Scottsdale AZ 85255 US	Malware detection and removal	EU standard data protection clauses pursuant to Art. 46 (2) lit. c GDPR
Eleven GmbH	Heidestraße 10, 10557 Berlin	Spam filter for email	-
Plesk International GmbH	Vordergasse 59, 8200 Schaffhausen, Schweiz	Provision and use of the server administration software PLESK	EU standard data protection clauses pursuant to Art. 46 (2) lit. c GDPR

Subprocessor	Address	Brief description of the service	appropriate safeguards in case of third country transfers
ServerGuard24 GmbH	Fritz-Schäffer- Straße 1, 53113, Bonn	Operation of a monitoring service for dedicated and virtual software servers	-
Open-Xchange GmbH	Olper Hütte 5f, 57462 Olpe	Use of OX App Suite and OX Premium mailboxes	-

Je hebt op 12-03-2024 17:15 een verwerkersovereenkomst afgesloten met STRATO.