



envoria™

# Envoria – Data Processing Agreement

**(A)** The parties have entered into a service agreement ("Main Agreement"), under which Envoria GmbH, Rosa-Bavarese-Straße 3, 80639 Munich, Germany ("Envoria", the "Processor" or "Contractor") provides the agreed online service, the SaaS solution "Envoria Lease Accounting" (formerly Contavio / FISA) (the "Service"), to the customer (the "Controller" or "Client").

**(B)** Pursuant to Article 28(1) of the General Data Protection Regulation (EU Regulation 2016/679), when engaging service providers for the processing of personal data, it must be ensured that they provide sufficient guarantees. These guarantees must ensure that both technical and organizational measures have been implemented to comply with data protection requirements and to safeguard the rights of data subjects. In accordance with Article 28(3) GDPR, the relationship between the controller and the commissioned processor is governed by a contract. This contract defines, among other things, the scope, duration, and purpose of the processing, the type of personal data, the categories of data subjects, as well as the mutual rights and obligations. The contract ensures that all processing activities are carried out in compliance with legal requirements.

**(C)** This agreement, including the documents referenced herein (hereinafter the "Data Processing Agreement" or "DPA"), serves as the contractual basis for the processing of personal data by the service provider in the context of providing the agreed services. The term "personal data" follows the definition set out in Article 4(1) of the General Data Protection Regulation (GDPR). Where terms are italicized within this DPA, they refer to the definitions under the GDPR, in particular those set out in Article 4. Where third parties are engaged by the service provider to process personal data on its behalf, they are considered sub-processors. Such sub-processors act under the terms of this agreement and are authorized to process data solely for the purpose of service delivery and technical support, as provided for in the main contract.

The parties agree as follows:

## 1) Cooperation and selection of the processor

1. There is a cooperation between the Controller and Envoria GmbH as the Processor regarding the provision of IT-related services. In the course of performing these services, it may be possible or necessary for the Processor to access personal data. Therefore, in accordance with Article 28(3) of the GDPR, a contractual agreement on the processing of personal data on behalf of the Controller is required between the Controller and the Processor.
2. The Processor has implemented the GDPR within its organization. Comprehensive documentation regarding this implementation exists and can be reviewed at the Processor's premises. By doing so, the Processor fulfills the requirements under Article 28(1) GDPR.
3. The assessment of the lawfulness of processing pursuant to Article 6(1) GDPR, as well as ensuring the rights of data subjects under Articles 12 to 22 GDPR, remains the sole responsibility of the Controller.

## 2) Object and duration

1. The Processor shall provide its services to the Controller on the basis of the orders placed by the Controller or the license agreement concluded between the parties regarding the use of the Processor's software products.
2. In doing so, the Processor shall have access to personal data.
3. The term of this Agreement shall be determined by the duration of the orders placed or by the contract term specified in Section 2.1.
4. Furthermore, early termination of this Agreement without notice shall be permitted in the event of a material breach of statutory or contractual data protection provisions, provided that it would be unreasonable for the respective party to continue to be bound by this Agreement.
5. In particular, non-compliance with the obligations agreed in this Agreement and derived from Article 28 GDPR shall constitute a material breach.

## 3) Form of order placement

1. The Controller shall issue its orders, sub-orders, and instructions in writing or in a documented electronic format. Oral instructions shall be promptly confirmed in writing or in a documented electronic format.
2. Changes to the subject matter of the processing and procedural modifications shall be mutually agreed upon between the Controller and the Processor and recorded in writing.

## 4) Nature and purpose of processing, categories of data subjects

1. The scope, nature, and purpose of the collection, processing, and use of personal data shall be determined by the specific services agreed between the Parties and the applicable provisions and requirements. The Processor shall provide the services for the Controller as described in the issued orders.
2. The Controller shall be responsible for specifying, under Section 17 of this Agreement, the categories of data and categories of data subjects that are to be processed by the Processor on behalf of the Controller in the course of contract performance. Furthermore, the Controller has the obligation to continuously review and update the categories of data subjects if additional categories arise as a result of further assignments.

## 5) Region of data processing

1. The processing and use of data by the Processor shall take place exclusively within the territory of the Federal Republic of Germany, in a Member State of the European Union, in another Contracting State of the Agreement on the European Economic Area, or in a third country for which an adequacy decision pursuant to Article 45 of the GDPR has been issued by the European Commission.

2. The transfer of personal data to a third country or to international organizations requires the prior consent of the Controller. Such transfer shall only take place if the specific conditions of Articles 44 to 50 of the GDPR are met.

## 6) Obligations of the contractor as processor

1. The Processor and the persons under its authority who have access to personal data shall process such personal data solely on the instructions of the Controller, unless they are required to process the data under Union law or the law of a Member State (Article 29 GDPR). In such cases, the Processor shall inform the Controller of these legal requirements prior to processing, unless the relevant law prohibits such notification on important grounds of public interest.
2. The Processor shall ensure that all persons who, on behalf of the Processor, have access to the Controller's personal data are bound by the applicable legal provisions of the GDPR and the obligation of data secrecy, and that they have been instructed regarding the limitation of instructions and purposes arising from this Agreement.
3. The Processor shall carry out data processing using appropriate technical and organizational measures in accordance with Article 32 GDPR.
4. The Processor shall, where possible, assist the Controller in fulfilling its obligations with respect to the rights of data subjects as set out in Articles 16 to 20 and Articles 32 to 36 GDPR.
5. The Processor shall provide the Controller with all necessary information to demonstrate the Controller's compliance obligations and shall enable and support audits – including inspections – carried out by the Controller or by another auditor mandated by the Controller. The Controller shall have the right to verify the Processor's compliance with statutory obligations and this Agreement within its business operations through spot checks, which must be announced in advance. Such audits must not significantly disrupt normal business operations. The appointed auditor must not be in direct competition with Envoria.
6. The Processor shall not use the personal data provided for processing for any purposes other than those agreed upon, in particular not for its own purposes.
7. Data carriers originating from the Controller or used for the Controller shall be clearly marked as such.
8. The Processor shall notify the Controller if, in its opinion, an instruction issued by the Controller infringes applicable legal provisions (Article 28(3), sentence 3 GDPR). The Processor shall be entitled to suspend execution of the respective instruction until it is confirmed or amended by the Controller after review.
9. The Processor shall promptly inform the Controller of any disruptions, breaches by the Processor or its personnel of data protection provisions or the arrangements set forth in this Agreement, as well as any suspected data protection violations or irregularities in the processing of personal data.
10. Compliance with approved codes of conduct pursuant to Article 40 GDPR or an approved certification mechanism pursuant to Article 42 GDPR may be used as a factor to demonstrate sufficient guarantees within the meaning of Article 28 GDPR.

## 7) Technical and organizational measures

1. The Processor is obliged, pursuant to Article 28 (3) sentence 2 (c) GDPR, to implement and maintain during the term of the Agreement the technical and organizational measures (TOMs) required to ensure compliance with the requirements set forth in Article 32 GDPR. The Processor has listed its TOMs for this Agreement [here](#).
2. Upon acceptance by the Controller, the documented measures form the basis of the Agreement. If the Controller's review or audit reveals a need for adjustments, such adjustments shall be implemented by mutual agreement.
3. The technical and organizational measures are subject to the state of the art and technical progress. In this respect, the Processor is permitted to modify and implement alternative adequate measures and products, provided that the defined security level is not reduced.
4. For all cloud services of third-party providers, the security provisions of the respective cloud providers shall additionally apply. The cloud providers will implement and maintain appropriate technical and organizational measures to protect customer data and personal data.

## 8) Subcontracting relationships

1. The Processor may engage subcontractors to perform the contracted services. Prior to commissioning, the Processor shall consult with the Controller and shall not make use of such support without the Controller's prior specific or general written authorization. In the case of general written authorization, the Processor shall inform the Controller in advance of any intended changes concerning the engagement or replacement of other subcontractors, thereby giving the Controller the opportunity to object to such changes.
2. Where the Processor engages a subcontractor to carry out specific processing activities on behalf of the Controller, the same data protection obligations as set out in the contract between the Controller and the Processor shall be imposed on the subcontractor by way of a contract in written or electronic form or another legal instrument under Union or Member State law. In particular, sufficient guarantees must be provided to ensure that appropriate technical and organizational measures are implemented so that the processing complies with the requirements of the GDPR. If the subcontractor fails to fulfill its data protection obligations, the Processor shall remain fully liable to the Controller for the performance of the subcontractor's obligations.
3. In the case of subcontracting, the Controller shall be granted audit and inspection rights vis-à-vis the subcontractor in accordance with this Agreement. This also includes the Controller's right to obtain, upon written request, information from the Processor regarding the essential content of the contract and the implementation of the data protection obligations in the subcontracting relationship, if necessary by reviewing the relevant contractual documentation.
4. The transfer of data to the subcontractor is only permitted once the subcontractor has fulfilled the obligations under Articles 29 and 32 (4) GDPR with respect to its employees.

5. For those [subcontractors](#) already determined at the time of conclusion of this Agreement, written authorization (as defined in Section "C" above) shall be deemed to have been granted for the named legal or natural [subcontractors](#).
6. Services not considered subcontracting within the meaning of this clause are ancillary services which the Processor procures from third parties to support the performance of the Agreement. These include, for example, telecommunication services, maintenance and user support, cleaning services, auditors, or the disposal of data media. However, the Processor shall remain obligated to ensure the protection and security of the Controller's data by entering into appropriate and legally compliant contractual arrangements and by implementing control measures, even when ancillary services are outsourced.

## 9) Appointment of a data protection officer

1. The Processor undertakes to appoint a Data Protection Officer in writing, where legally required, in accordance with Article 37 GDPR.
2. The contact details of the appointed Data Protection Officer shall be provided to the Controller for the purpose of direct communication.
3. The contact details of the appointed Data Protection Officer are documented below:

Data Protection Officer of Envoria GmbH

Name: Fabian Krupski

Email: [dataprivacy@envoria.com](mailto:dataprivacy@envoria.com)

The data protection officer can also be contacted at the postal address stated in Section A.

## 10) Rights and obligations of the Controller

1. The Controller shall be regarded in relation to the Processor as the owner of the data (by analogy with Section 903 of the German Civil Code – BGB) and the holder of all associated rights.
2. As the Controller, the Client is responsible, in accordance with Article 5(2) GDPR, for compliance with the principles for the processing of personal data as set out in Article 5(1) GDPR (accountability).
3. The Controller is responsible for the lawful collection, processing and use of the data, as well as for the implementation of its own appropriate technical and organizational measures and for safeguarding the rights of data subjects.
4. The Controller shall inform the Processor without undue delay if, when reviewing the results of the processing, it identifies errors or irregularities in relation to data protection provisions or its instructions.

## 11) Authority of the Controller

1. The handling of data shall take place exclusively within the scope of the agreements made and in accordance with documented instructions of the Controller pursuant to

Article 29 GDPR. Within the framework of the processing description set out in this agreement, the Controller reserves a comprehensive right to issue instructions regarding the type, scope, and method of data processing, which may be further specified by individual instructions. Any changes to the subject matter of the processing or to the processing procedures must be jointly agreed upon and documented..

2. The authorized person to issue instructions on the part of the Controller, as well as the recipient of instructions on the part of the Processor and the appointed Data Protection Officers, insofar as there is a statutory obligation to appoint one, shall be recorded in writing. In the event of a change in the responsible contact persons, the respective successor with contact details shall be communicated to the contractual partner without undue delay and in writing. The contact details of the Processor's Data Protection Officer have been recorded under Section 9.3.

## 12) Cooperation with the supervisory authorities / Register of processing activities

1. The Processor is aware that, pursuant to Article 31 GDPR, it is obliged to cooperate, upon request, with the Controller and the supervisory authority in the performance of their tasks..
2. The Processor is aware that, pursuant to Article 30(2) GDPR, it is obliged to maintain its own record of processing activities for all categories of processing activities carried out on behalf of the Controller. These records must be made available to the supervisory authority upon request.

## 13) Measures in the event of data breaches

1. The Processor is obliged, pursuant to Article 33(2) GDPR, to immediately notify the Controller of any personal data breach that comes to its attention.
2. The Processor shall report to the Controller without delay in all cases where it or its personnel have committed any violations of data protection provisions or of the stipulations set out in the contract.
3. Furthermore, the Processor undertakes, taking into account the nature of the processing and the information available to it, to assist the Controller with the measures to be taken and the notification obligations under Articles 33 and 34 GDPR.
4. The Processor shall document any personal data breach it identifies in writing.

## 14) Liability

1. The following liability clauses apply exclusively to the contractual relationship between the Controller and the Processor. They do not constitute an exclusion of liability regarding the rights of data subjects under Article 82(1) GDPR.
2. The Processor shall not be liable for slight negligence. However, this exclusion of liability for slight negligence does not apply in the event of a breach of a material contractual obligation (cardinal obligation). Cardinal obligations or material contractual obligations



are those obligations of the Processor whose fulfillment makes the proper execution of this specific contract possible in the first place, and on which the Customer may regularly rely; in other words, obligations whose breach would endanger the achievement of the contractual purpose.

3. If and to the extent the Processor is liable for slight negligence, liability for property and financial damages is limited to the typical and foreseeable contractual damage. Liability for other remote consequential damages is excluded.
4. Where the Processor's liability is excluded, this also applies to the personal liability of its employees, workers, staff, representatives, and vicarious agents.
5. The Processor shall not be liable to the Controller internally if it provides proof in accordance with Article 82(3) GDPR.
6. Should data subjects assert claims against the Processor due to violations of data protection obligations that do not fall within the Processor's scope of processing, the Controller shall indemnify the Processor against such claims.

## 15) Handling of data during and after termination of the contract (exit clause)

1. In accordance with Article 28(3)(2)(g) GDPR, the Processor shall, at the choice of the Controller, after completion of the processing services, or at the latest upon termination of the service agreement, hand over to the Controller all documents, processing and usage results, as well as data sets that have come into its possession, or, with prior consent, delete them in a data-protection-compliant manner, unless Union law or the law of the Member States requires the storage of personal data.
2. The deletion or destruction of data must be confirmed to the Controller in writing, including the time of completion. Documentation that serves to demonstrate proper contractually mandated data processing or compliance with statutory retention periods shall, moreover, be retained by the Processor beyond the end of the contract in accordance with the respective retention periods.

## 16) Final provisions

1. This Agreement commences upon execution by the Controller. It terminates upon the term of the main contract. Should any processing of personal data continue after the termination of this Agreement, the provisions of this Agreement shall remain applicable until the actual end of processing.
2. The Controller acknowledges this Agreement as part of the [General Terms and Conditions](#) for the product it has booked. In the event of any conflicts, the provisions of this Data Processing Agreement shall take precedence over the provisions of the main contract.
3. Should any individual provisions of this Agreement be or become invalid, the remaining provisions shall remain unaffected. The parties undertake to replace any invalid provisions with a legally permissible provision that comes as close as possible to the purpose of the invalid provision.



4. In case of conflicts between this Agreement and other agreements between the parties, in particular the main contract, the provisions of this Agreement shall prevail. Side agreements, amendments, and additions to this Agreement must be in writing. This also applies to any amendment of this written form requirement.
5. This Agreement and all legal transactions concluded in its implementation shall, to the extent applicable, be governed by German law, excluding the international UN Convention on Contracts for the International Sale of Goods (CISG/UNCITRAL).
6. For all disputes arising from this Agreement, the statutory place of jurisdiction shall apply.
7. The following provisions form part of this Data Processing Agreement:
  - a. [Technical and organizational measures](#)
  - b. [List of subprocessors](#)

## 17) Processing details

1. The following explanations provide a detailed overview of the manner in which data is processed in connection with the offered service. This information serves as a supplement to the existing Data Processing Agreement.

<b>Object</b>	The subject of data processing is the performance of those services agreed upon within the framework of the underlying contractual relationship (main contract).
<b>Description of the service</b>	Provision of the SaaS solution.
<b>Duration of processing</b>	The duration of processing corresponds to the duration of the service provision, or as specified in Section 2.3
<b>Scope of processing</b>	The processing of personal data is carried out to implement and fulfill the services defined in the underlying main contract.
<b>Categories of data subjects</b>	Employees of the client within the SaaS solution, and, if applicable, additional persons commissioned by the client outside the client's organization.
<b>Types of personal data</b>	- Communication data (e.g., phone, email) - IT usage data (e.g., user ID, passwords, and roles)
<b>Subcontract processors</b>	The list of subprocessors can be accessed <a href="#">here</a> .
<b>Technical and organizational measures of Envoria GmbH</b>	The list of technical and organizational measures of Envoria GmbH can be accessed <a href="#">here</a> .