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Contractual agreement on the the processing of personal data

in accordance with Art. 28 Abs. 3 (EU) 2016/679 (GDPR)

– Data Processing Agreement (DPA) –

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concluded between

the owner of the absence.io account

(Hereinafter referred to as "Customer")

– Data controller in accordance with Art. 4 Nr. 7 DSGVO –

and

absence.io GmbH

Ridlerstraße 31

80339 München Deutschland

(Hereinafter referred to as "Absence")

– Data Processor in accordance with Art. 4 Nr. 8 DSGVO –

1. Preamble

Absence is the provider of a SaaS-Solution for human resource administration including absence management, time tracking, personnel management and expense management. The Customer is a customer and user of the application provided by Absence.

In this agreement the parties define their role under data protection law as well as the requirements and obligations in connection with handling personal data pursuant to the regulations specified in the Directive (EU) 2016/679 - General Data Protection Regulation (GDPR).

2. Subject matter of the agreement

2.1.   Absence agrees to carry out all processing steps required for providing the functions stated in the performance specifications and in the feature list.

2.2.   Absence provides the following services on behalf of the Customer based on the Contracts between Absence and the Customer: Feature List and General Terms and Conditions and Terms of Service (Annex 1).

Within the scope of the Contracts Absence is granted access to personal data and processes these data exclusively on behalf of the Customer and according to the Customer's instructions. Scope and purpose of data processing by Absence are defined in the Contracts unless no further specifications are set out in this DPA. The Customer is responsible for assessing the reliability of data processing in accordance with the applicable data protection law.

2.3.   The terms set forth in this DPA shall apply to all data processing within the scope of the Contracts.

2.4.   The term of this DPA shall correspond to the term of the Contracts and thus to the associated Customer's account at Absence. This agreement shall, however, remain valid beyond the end of the Contracts terms as long as Absence retains personal data which it processes on the Customer's behalf or which it has collected on behalf of the Customer.

2.5.   All annexes shall be deemed to be an integral part of this agreement.

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3. Scope and purpose of collecting data, data subjects

3.1. Personal data shall be processed in the following way, namely by: collecting, recording, organising, sorting, saving, adapting or amending, downloading, requesting, utilising, disclosing by transmission, distributing or any other form of providing the data, matching/synchronising or linking data, restricting, deleting or destructing data.

3.2. Within the scope of executing the Contracts Absence will be granted access to personal data in relation to the use of the Absence Tools and Features. These data shall include the following particulars:

- First name, family name

- Email

- If applicable, function, division, (mobile) phone number

- Absence days (among others vacation, parental leave, leave days, transfer times)

- Allocation (full-time, part-time)

- Holiday entitlements

- Vacation days (among others due to seniority, special vacation)

- Sick days

- Categorisation of sick days (with/without certificate of incapacity; dependent child needing special care)

- Working days

- Number and type of absences applied for

- Number of users added

- Expenses transaction data: receipts, invoices, location, date/time, participants of an expense

- Additional data as required for expense management

- Browser/application data: Required cookies, IP, geolocation

The respective updated Feature List and the related purposes of processing can be downloaded from the following website: https://www.absence.io/features/vacation-tracker/

Data processing is additionally performed for the following further purposes:

Contacts – Adding, amending and saving the master data of the Customer, of the Customer's employees, as well as to generate and export reports.

Reporting – The possibility to present customer data for evaluation in a graphic and tabular form.

Interfaces – Providing interfaces to transmit personal data to other systems.

3.3. The categories of persons affected by processing are: The Customer's employees.

4. Obligations on the part of Absence

4.1. Absence may only process personal data within the scope of the contractual agreement and according to the Customer's instructions. If Absence is obliged by the law of the European Union or its member states to which they are bound to further process these data, Absence agrees to inform the Customer of any such legal requirements prior to further processing the data, unless the law in concern prohibits such a notification on the grounds of a material public interest.

4.2. Absence shall not process the data made available to it for any other purpose, in particular not for its own purposes.

4.3. Absence is obliged to observe strict confidentiality whilst processing the personal data.

4.4. Persons employed by Absence and tasked with data processing are not permitted to unlawfully collect, process or utilise personal data without being authorised to do so. Absence agrees to bind all persons entrusted with the task of processing and fulfilling this agreement by requiring them to sign an appropriate confidentiality agreement.

4.5. Absence ensures that the persons responsible for processing personal data have been familiarised with the relevant data protection law and in this agreement prior to commencing their task of processing such data.

4.6. Absence agrees to support the Customer taking into account the type of processing and the information available to it in complying with the obligations set forth in Articles 32 to 36 GDPR.

4.7. Absence agrees to support the Customer, in so far as possible, by offering suitable technical and organisational measures in order to enable the Customer to fulfill its obligation with regard to the rights of the Data Subject as stated in Section III GDPR.

4.8. If a Data Subject enforces rights, for example, concerning access to information, a correction or deletion with regard to his/her data by directly contacting Absence, the Customer shall be informed without undue delay and Absence will await the Customer's further instructions before taking any action.

4.9. The Customer shall pay Absence an hourly rate of 180.00 EUR plus statutory VAT for any support which is not prescribed by law and which

exceeds the customary scope.

5. Technical and organisational measures

5.1. Absence agrees to undertake any and all necessary technical and organisational measures to ensure an appropriate protection of the Customer's data in accordance with Article 32 GDPR, in particular, at least the measures specified in Annex 2.

5.2. Absence reserves the right to amend the security measures agreed upon, whereby it shall ensure that the contractually agreed minimum level of protection is met at all times.

5.3. Absence ensures that the data processed on behalf of the Customer are kept strictly separate from any other data (logical separation of data).

6. Subcontracting

6.1. The Customer consents to the use of subcontractors by Absence. The Customer is granted the right to object to a subcontractor within 30 days from the date on which the notification of engaging a new subcontractor is mailed to the Customer. The notification shall be sent by email to the email address of the administrator recorded in the administrator account.

6.2. In commissioning subcontractors Absence is obliged to ensure that these are bound to the requirements set forth in this agreement and that the Customer is able to also enforce his rights under this agreement directly against the subcontractor. In the event of a subcontractor being based in a third country, Absence shall ensure that an appropriate data protection level is ensured and that the prerequisites as set forth in Article 44 ff. DSGVO are fulfilled. Absence shall provide proof of the agreement concluded with its subcontractors upon request of the Customer. If required, the Customer hereby authorises Absence to conclude the standard contract clauses defined by the EU on its behalf, including any possibly required additional agreements.

6.3. The contractually agreed services shall be performed by the subcontractors stated in Annex 3. Further subcontracting by the contractors is deemed to be permissible, in so far as the prerequisites set forth in this agreement are complied with by the subcontractors.

6.4. A subcontractor relationship within the sense of this section 5 is not deemed to be applicable if Absence requests third parties to provide services which are

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classified as mere ancillary services. These comprise e.g. postal, transport, shipping, cleaning and telecommunications services without concrete reference to the service itself which Absence performs on behalf of the Customer.

6.5. Expense Management Partnership: To provide you with comprehensive services, we collaborate with Findity SA. Findity SA processes specific customer data to offer our expense management service. This is carried out within carefully crafted contracts and data protection measures to ensure the security and confidentiality of your data. This collaboration pertains exclusively to customers using the Absence expense management service. Findity and absence.io will process data as given by the controller:

- Name, email, telephone, SSN, etc.
- Transaction data: receipts, invoices, location, date/time, participants of an expense
- Additional data as required for expense management
- Browser/application data: Required cookies, IP, geolocation

6.6.

7. Notification requirements

7.1. In the event of a suspected data protection violation, suspected security-relevant issues or any other irregularities in processing personal data by Absence, by persons employed by Absence within the scope of the Contracts or by subcontractors, Absence agrees to notify the Customer thereof without undue delay in writing or in text form. The notification of any violation of protection of personal data shall comprise at least the following information:

7.1.1. A description of the kind of violation of protection of personal data, in so far as possible, stating the categories and appropriate number of persons affected thereby, the affected categories and the appropriate number of data records relating to the affected persons;

7.1.2. The name and contact details of the data protection supervisor or of any other contact address to obtain further information;

7.1.3. A description of the probable consequences of violating the protection of personal data;

7.1.4. A description of the measures adopted or proposed by Absence to remedy the violation of protection of personal data and, if applicable, measures to mitigate their possibly detrimental effects.

7.2. Absence shall take appropriate measures without undue delay to protect the data and to mitigate possible detrimental consequences for the data subjects.

7.3. If the Customer's data at Absence are jeopardised by attachment or seizure, by insolvency proceedings or by any other events or third-party measures, Absence shall inform the Customer thereof without undue delay, unless it is prohibited to do so by a court order or law. In this context Absence shall inform all relevant parties that the authority to make decision concerning the data exclusively lies with the Customer as "Data Controller" within the meaning of the GDPR.

8. Right to issue instructions

8.1. Absence may only collect or process personal data within the scope of the Contracts and according to the Customer's instructions; this does not relate to any processing of data which takes place not on behalf but as an independent Data Controller by Absence. If Absence is obligated by the law of the European Union or one of its member states which it is bound to, to further process these data, Absence shall inform the Customer of such legal requirements prior to processing the data.

8.2. The Customer's instructions are initially laid down by the features stated in Annex 1 and by the processing specified thereby and can thereafter be amended, supplemented or replaced by the Customer in writing or in text form through individual instructions. The Customer is authorised to issue appropriate instructions at any time. The authorised persons are stated in Annex 4.

8.3. All instructions issued which deviate from the processes of the SaaS application within the scope of the Feature List have to be documented not only by the Customer, but also by Absence. Instructions exceeding the service agreed upon, shall be treated as an application for change of service.

8.4. If Absence believes that an instruction issued by the Customer violates data protection law, Absence shall draw the Customer's attention thereto without undue delay. Absence is entitled to suspend the execution of the instruction until it has been confirmed or modified by the Customer.

8.5. Absence may reject the execution of an apparently unlawful instruction.

9. Customer's review rights

9.1. The Customer is entitled to review compliance of Absence with the regulations concerning data protection and of the contractual agreement within an appropriate scope. The Customer shall only perform reviews within the scope required in order to mee its legal obligations and shall ensure that the operational procedures are not unduly disturbed as a result thereof.

9.2. Absence is obliged to provide the Customer within an appropriate deadline with any and all information and documentation required for the purpose of performing a review of the technical and organisational measures of Absence.

9.3. The Customer shall document the result of the review and inform Absence thereof. If within the scope of a review circumstances are identified, the kind of which require changes to be made to the processes in order to prevent such in future, the Customer shall Inform Absence of the necessary changes without undue delay.

10. Liability

Liability is based on the GDPR unless the Contracts contain a provision to the contrary.

11. Extraordinary right of termination

The Customer is permitted to terminate the Contracts without observing a period of notice in full or in part, if Absence fails to comply with its obligations set forth in this agreement, or intentionally or gross negligently violates terms set forth in the GDPR or is unable or not willing to execute one of the Customer's instructions. In the event of minor, i.e. neither intentional nor gross negligent violations, the Customer shall grant Absence an appropriate deadline in which Absence is given the opportunity to remediate the violation.

12. Termination of the Contracts

12.1. Upon termination of one of the Contracts or at any time after being requested to do so, Absence shall return any and all documents, data and data storage devices or upon request shall delete these, unless such is not compatible with the law of the European Union or of one of its member states which require a retention of the personal data. Without instructions of the Customer to the contrary within 60 days after termination of the Contracts Absence is instructed and authorised to delete all data. Absence shall maintain a documentation of the deletion of the data.

12.2. Absence is obliged to treat any and all confidential data it becomes aware of in connection with the Contracts as confidential beyond the end of the term of the Contracts.

13. Concluding terms

13.1. Absence and the Customer agree that Absence has no right to retain any personal data unless required by law.

13.2. Amendments and supplements to this agreement shall not be permissible unless made in writing. This shall also apply to any change to this agreement with regard to the written form clause.

13.3. It is furthermore understood that no ancillary oral agreements exist.

13.4. The regulations in the Contracts are not affected by this agreement unless they are deemed to be contradictory. In the event of a collision the terms set forth in this agreement shall be expressly deemed to have overriding priority.

13.5. If any parts of this agreement are or become invalid, this shall not affect the validity of the remaining parts of this agreement. An omitted term shall be replaced by a permissible and/or valid term approximating the economic content of the purpose pursued in the best possible way. The same shall apply to any loophole in the agreement.

13.6. This agreement is subject to the law of the Federal Republic of Germany, as well as material relevant Union law, in particular the GDPR.

13.7. The competent court of Munich is herewith agreed upon as place of jurisdiction for any dispute arising from this agreement.

13.8. If the customer is an ecclesiastical entity subject to the provisions of the Church Law on Data Protection of the Protestant Church in Germany (EKD Data Protection Law), the contractor, in addition to the provisions of this Data Processing Agreement, shall submit to the ecclesiastical data protection supervision according to § 30 Paragraph 5 Sentence 3 of the EKD Data Protection Law. This submission extends to the tasks and powers of the ecclesiastical data protection supervision according to §§ 43, 44 of the EKD Data Protection Law.

13.9. If the customer is an ecclesiastical entity that is subject to the provisions of the Law on Church Data Protection (KDG), the parties expressly include the application of the KDG, particularly §§ 29 and 31 KDG, as well as compliance with the provisions therein, in this agreement.

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Annex 1 – Feature list and General Terms and Conditions

The current Feature List can be downloaded from: https://www.absence.io/features/vacation-tracker/

The current General Terms and Conditions can be downloaded from: https://www.absence.io/terms-and-conditions/

Annex 2 – Technical and organisational measures

The technical and organisational measures can be downloaded from: https://www.absence.io/list-of-toms/

Annex 3 – Licensed Subcontractors/Sub-Processors

For the purpose of processing data on behalf of the Customer Absence utilises third-party services which process the data on behalf of Absence.

The names of the companies can be downloaded from:

https://www.absence.io/subcontractorlist/

Annex 4 – Authorised persons

Persons at absence.io who are authorised to take instructions

All employees of Absence.io GmbH working in the divisions Sales, Support, Product und Management.

Persons at the Customer's site who are authorised to give instructions

All employees of the Customer who have administrative access to the application of Absence.

*For reasons of better readability, the generic masculine is used for personal designations and personal expressions. All personal designations apply equally to all gender identities in the sense of equal treatment. The shortened language form does not include any evaluation.

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Standort Kunde, Datum __.__.____

Customer signature

14.03.2024 | 9:29 CET

Berlin, Datum __.__.____

DocuSigned by:

Christian Heuermann
0C97132A8CCE465...

DocuSigned by:

Kirill Mankovski
865E6F91FC0A403...

absence.io GmbH represented by Christian Heuermann, Kirill Mankovski

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