

Data Processing Agreement (DPA)

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Data Processing Addendum (DPA)

This Data Processing Addendum supplements the Userlane Master Subscription Agreement / Terms of Service concluded by and between the Customer (referred to as "Customer" or "Controller" hereinafter) and Userlane GmbH, St.-Martin-Str. 102, 81669 Munich, Germany (referred to as "Processor" hereinafter).

Preamble

This Data Processing Addendum (hereinafter: "Agreement" or "DPA") specifies the contractual parties' obligations under data protection law resulting from the Processor's data processing on behalf of the Customer based on Userlane Master Subscription Agreement / Terms of Service (hereinafter: "Main Contract") concluded between the parties.

Section 1 Object of the DPA; Controller Instructions

- 1) The Processor processes the Customer's personal data. Type and purpose of this data processing can be consulted in Schedule 1 of this Agreement and in the Main Contract.
- 2) The Customer is authorised to issue instructions to the Processor regarding the data processing. In principle, instructions are to be issued in text form. If, on an exceptional basis, instructions are given verbally, they are to be subsequently documented in writing in text form without delay by the Customer. The Processor and all the Processor's subordinates with access to personal data may only process the data that are the object of this Agreement further to the Customer's instruction, including the powers granted in this Agreement, unless they are legally obliged to do the processing. This applies in particular to the transfer of personal data to a third country or to an international organization. The Processor shall inform the Customer without delay if they believe that an instruction violates data protection regulations. The Processor shall be entitled to defer the execution of the instruction in question until such time as it is confirmed or changed by the Customer. If the processor is obliged by Union or the Member State law to which it is subject to further processing, they shall inform the controller of the legal requirements prior to processing, unless the law in question prohibits this due to an important public interest.

Section 2 Obligations of the Processor

- 1) The Processor shall structure an in-house organisation in a manner complying with data protection requirements. The processor shall implement technical and organisational measures that meet the requirements vested within Art. 32 of the General Data Protection Regulation.
- 2) In executing the work, the Processor shall only use employees who have been familiarised with the relevant data protection regulations and properly obligated to maintain secrecy (Art. 28 (3)(b) and Art. 29 GDPR).
- 3) In Schedule 2, the Processor has documented the implementation of the technical and organisational measures needed for the specific performance of this Agreement. The Customer is familiar with these technical and organisational measures and is responsible for evaluating whether these measures offer adequate risk protection for the data to be processed.
- 4) The technical and organisational measures are subject to technical progress and development. The

Processor is permitted to implement adequate alternative measures, provided that the security level of these measures, as outlined in Schedule 2, is not compromised. Important changes are to be documented.

5) The Processor shall assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR. This includes responding to data subjects' inquiries concerning either the Controller's information obligation, their right of access, their right of rectification, erasure, restriction of processing, data portability, and related communication obligations of the Controller, or the right to object to automated decisions, including profiling, if the data subject asserts any such rights. Furthermore, the Processor will assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36, taking into account the nature of processing and the information available to the Processor.

6) Where a data subject submits a request for the exercise of his or her rights under Chapter III GDPR directly to the Processor, the Processor shall forward such request to the Controller without undue delay. The Processor shall not take any measures to fulfil data subject rights or provide any substantive information without prior documented instructions from the Controller.

7) Contact details of the Processor's data protection officer and the internal representative are mentioned in Schedule 3

8) The Processor shall notify the Controller without undue delay and no later than 24 hours after becoming aware of any personal data breach affecting personal data processed on behalf of the Controller.

Such notification shall include all information available to the Processor in line with Article 33(3) GDPR, including:

- (a) the nature of the breach, including categories and approximate numbers of data subjects and records concerned;
- (b) the likely consequences of the breach;
- (c) the measures taken or proposed to address and mitigate the breach.

Where not all information is available at the time of the initial notification, the Processor shall provide additional details as soon as they become available.

The Processor shall further assist the Controller, taking into account the nature of the processing, in fulfilling its obligations under Articles 33 and 34 GDPR, including communication to supervisory authorities and affected data subjects where required.

Section 3 Customer and Supervisory Authority Controls

1) If, on a case-by-case basis, it should become necessary for the Customer to inspect the technical organisational measures, such inspections will be conducted during normal working hours, without disturbance to operations, further to prior notification and allowing for an appropriate lead time. The processor's facilities may be entered as part of the audit.

2) The Processor may make an inspection contingent upon the signing of a confidentiality agreement regarding the data of other customers, and the technical and organisational measures established, if the Customer does not commission an investigator who is under a secrecy obligation for legal reasons and/or for reasons of professional law.

3) If the investigator commissioned by the Customer is in competition with the Processor, the Processor shall

have veto power.

4) If a data protection supervisory authority or another of the Customer's sovereign supervisory authorities wants to inspect the data processing, the Processor will support the Customer. The above paragraphs apply accordingly.

Section 4 Correction, Restriction, and Deletion of Data

1) The Processor may only delete or restrict the processing of the data to be processed under the terms of this Agreement if this is provided for in the Main Contract, this Agreement, or if the Customer issues a corresponding instruction. If a data subject addresses the Processor directly with a wish for deletion, this request shall be transmitted without delay to the Customer by the Processor.

2) Following termination of the Userlane Master Subscription Agreement, all personal data that is the object of this Agreement shall either be deleted or returned by the Processor, at the Customer's request, unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with the clauses of this DPA.

3) Copies or duplicates of the data will not be issued without the Customer's knowledge.

Section 5 Subprocessors

1) In terms of this provision, sub-contractual relations entail those services that relate directly to the provision of the main service. This does not include ancillary services availed of by the Processor, e.g., as telecommunications services, postal/transport services, maintenance and user service, or disposal of data carriers, as well as other measures to ensure the confidentiality, availability, integrity, and capacity of the hardware and software of the data processing equipment. However, to ensure the protection and safety of the Customer's data in outsourced ancillary services as well, the Processor is bound to conclude appropriate and legally compliant contractual agreements and to implement control measures.

2) The Customer grants the Processor a general written authorisation to engage sub-processors from the list maintained at: <https://docs.userlane.com/docs/subprocessors> (the "Subprocessor List"). This list shall always reflect the Processor's current authorised sub-processors. All contractual provisions in the contract chain must also be imposed on the other subprocessors.

3) The Processor shall notify the Customer in writing and in advance of any intended changes to the subprocessor list, including the addition or replacement of sub-processors, at least 30 days before the change becomes effective. The processor shall provide the controller with the necessary information to enable the controller to exercise its right to object.

The Customer may object to the engagement of a new sub-processor on reasonable grounds related to data protection prior to the effective date of the change. If the Customer objects, the Processor shall not engage the proposed sub-processor for processing the Customer's data. If the Parties cannot reach a mutually acceptable solution, either Party may terminate the Main Contract with one month's written notice. In such a case, the Customer shall not be entitled to a refund of any prepaid licence fees or other charges, provided that the proposed sub-processor complies with applicable data protection laws and this DPA.

Section 6 Remuneration

Remuneration for all of the Processor's activities is not part of this Agreement but is based solely on the Main

Contract.

Section 7 Term

This Agreement shall apply in this form upon signature of the Main Contract. This Agreement shall end upon the full implementation of the measures described in Schedule 1, without requiring a notice of termination by one of the parties, or with the end of the Main Contract.

Section 8 Final provisions

- 1) Changes and supplements to this DPA require written form or text form. This shall also apply to a waiver of this form requirement.
- 2) This Agreement shall also apply if and insofar as authorities or courts deviate mutatis mutandis from a joint responsibility of the contracting parties pursuant to Art. 26 GDPR.
- 3) In the event of any conflict or inconsistency between the Main Contract and this Data Processing Agreement ("DPA"), the terms of this DPA shall prevail with regard to the subject matter of data protection, data security, and the processing of personal data.
- 4) The Data Processing Agreement (DPA) may be updated by the Processor from time to time, to the extent necessary to reflect changes in legal requirements, regulatory guidance, technical or organizational measures, or the Provider's services.

The Provider shall notify the Customer's administrative contact (Admin Contact) of any planned material changes to the DPA at least 30 days prior to the effective date, by email or via the administrative portal used by the Customer.

If the Customer does not object in writing within the notice period specified in this notice, the updated DPA shall be deemed accepted. In the event of a timely objection, the Parties shall work together in good faith to reach an appropriate solution. Until such a solution is reached, the previous version of the DPA shall remain in effect. The current version of the DPA is available at <https://www.userlane.com/trust-center/>

Liability

The Parties shall be liable for damages caused by processing of personal data in accordance with Article 82 GDPR. As between the Parties, liability shall be allocated in accordance with their respective responsibility for the damage.

Schedule 1: Subject Matter, Type, and Scope of Data

1. Subject Matter

Userlane provides a Software as a Service product as described in the Main Contract.

2. Data Subjects

Processor processes personal data of users of the Software. This can be

- Admin Users (persons who are entitled to manage content and configuration of Userlane) or
- End Users (persons who use the Customer Application together with Userlane's in-app assistance (content edited by Admin users) and who can be, e.g., Customer's clients, prospective clients, and/or Customer's

employees).

3. Scope, Type, and Purpose of Data Processing

In the context of this DPA, personal data are processed by the Processor within the meaning of Art. 4 no. 2 GDPR. In particular, these include the collection, recording, organization, arrangement, storage, adaptation or modification, reading out, querying, use, disclosure by transmission, dissemination, or any other form of provisioning, matching, linking, restriction, deletion, or annihilation. Furthermore, the type and purpose of processing of personal data by the Processor are described in detail in the Main Contract. Subject matter of the processing of personal data is the following types/categories of data (list/description of data categories)

Function of processed data category	Data categories processed by Processor if data subject is an Admin User	Data categories processed by Processor if data subject is an End User
Identifier	Email address	ID Optional*: email address
Metadata for secure operation of systems	IP address, URL, browser type and version, time zone and language settings of users.	
Custom attributes	Roles & Permissions, Login information	Optional*: Attributes that are defined by Customer
Interaction data of User with Userlane	Audit log of changes made to configuration and content elements	Usage of Userlane content elements (e.g. Guide played, Announcement seen, ...)
Interaction data of User with Customer Application		Optional*: Interactions (e.g. page visits, clicks) in Customer Application Optional*: Usage of specifically defined features in Customer Application

* Optional features and data fields can be enabled or configured by the Customer

Place of Processing

The provision of the contractually agreed data processing generally takes place in a Member State of the European Union (EU) or in another Contracting State to the Agreement on the European Economic Area (EEA). The Processor is nonetheless permitted to process personal data outside the EEA in compliance with the provisions of this Agreement if he informs the Controller in advance of the place of data processing and if the requirements of Art. 44 et seq. GDPR are met. Section 5 para 2 applies accordingly.

Schedule 2: Technical and organizational measures

Processing environment and system architecture

The Processor provides its services as a Software as a Service (SaaS) solution. The processing of personal data is carried out in a cloud-based infrastructure environment.

The application is operated in a logically separated multi-tenant architecture. Customer data is processed in isolated environments to ensure separation between different customers.

The hosting and infrastructure services are provided by a cloud service provider acting as subprocessor. At the date of this Agreement, the Processor uses Microsoft Azure cloud services for hosting, storage, and related infrastructure components.

The cloud infrastructure includes, in particular:

- compute resources for application operation,
- storage systems for structured and unstructured data,
- network components for secure data transmission.

Personal data is processed exclusively within data centres located in the European Economic Area (EEA), unless otherwise agreed in accordance with this DPA and subject to appropriate safeguards under Articles 44 et seq. GDPR.

The Processor does not operate any on-premise data processing systems for the provision of the core service. All relevant production systems are hosted within the cloud infrastructure described above.

Access to production environments is restricted to authorised personnel of the Processor on a need-to-know basis and is protected by appropriate authentication and authorisation mechanisms.

The Processor implements logical separation, access controls, and encryption measures to ensure confidentiality, integrity, availability, and resilience of processing systems and services in accordance with Article 32 GDPR.

I. Physical Access Controls

Unauthorised persons must be denied physical access to data processing equipment with which personal data are processed or used.

Securing the company premises - demarcation:

The company premises / business premises are demarcated from the public area by:

- Office in a larger building complex
- Lockable door

Access control system: The company utilizes a centrally managed access control system.

Access control system - Lockable rooms: All rooms in the company where access to personal data is possible are lockable.

Access control system - visitor registration: In the company, the presence of visitors is registered via: Visitor passes

Access control system - technical means: The access control system is based on the following technical means: Chip card

Access control system - administration: The access control system is managed as follows: Electronically

II. Logical Access Control

Unauthorised persons shall be denied access to data processing equipment with which personal data are processed or used.

Access to Personal Data in Visitor Areas: It is ensured that personal data in the company is not freely accessible in visitor areas.

Password Manager:

A password manager is used in the company.

The following password manager is used: Dashlane

Password Manager - Access Control:

The used password manager offers sufficient access control and encrypted storage.

Portable Terminal Devices - Access Control:

Terminal devices in the company have access control (password, PIN, pattern, etc.).

Single Sign-On Procedure:

The company uses a single sign-on procedure.

Storage of Sensitive Information:

Employees were instructed to lock personal data up when leaving their workplace in the company (so-called Clean-Desk-Policy).

Two-Factor-Authentication:

Two-factor authentication is used in the company.

Two-factor Authentication for Single Sign-On:

Two-factor authentication is used for logging in with single sign-on within the company.

III. Data Access Control

It must be ensured that persons authorised to use a data processing system can only access the data in accordance with the designated access permissions.

Allocation of Access Authorisations:

The assignment of access authorisations in the company is based on the functions of the authorised users.

Departing Persons - Withdrawal of Authorisations:

All access authorizations and access rights of a departing person are promptly blocked/deleted.

IV. Data Carriers Control

Data carriers should not be read, copied, changed or removed without authorisation.

Data Carrier Management

Access Protection: Data carriers in need of protection and collected for disposal are protected against unauthorised access in the company.

Data Carrier Management - Inventory List:

Inventories for the following data carriers are kept in the company:

- Laptops
- Cell phones
- Tablets

Workplace - Sealable Containers:

Lockable containers are available at every workplace to securely store documents and data carriers within the company.

V. Communication Control

It must be possible to determine and establish where personal data can be transmitted by data transmission equipment.

Connection to the Telecommunications Provider:

The following method is used to connect to the telecommunications provider: Regular DSL/fibre optic connection

VI. Transmission Control

It is necessary to prevent unauthorised reading, copying, modification or deletion of data during the transfer of personal data or during the transport of data carriers.

Data Transmission - Data Carriers:

No data carriers with personal data are transmitted

Encryption of Transmission:

Data is encrypted during transmission using the following procedures/protocols:

- SSL/TLS

- WPA2

VII. Input control

It must be ensured that it can be subsequently checked and determined whether and by whom personal data have been entered into data processing systems, changed or removed.

Logging - Processing of Personal Data:

Processing of personal data in the company gets logged.

VIII. User Control

It must be ensured that data processing systems cannot be used by unauthorised persons using data transmission devices.

Administrators - Consistent Accounts:

Administrator accounts are used at the following level in the company:

- Database

- Application

Administrators - Special Accounts:

Special administrator accounts are used in the company.

Blocking Access to Hardware Interfaces:

Access to the hardware interfaces of relevant terminal devices is blocked in the company. Departing

Persons - Reclaiming Company-Owned Property:

All company-owned property containing personal data is reclaimed from a departing person.

Employee Training:

The following measures are taken to make employees aware of the importance of data protection and to comply with them in accordance with the requirements:

- Commitment of employees to the rules of conduct

- Obligation of employees to maintain data secrecy

IX. Service Provider Control

It must be ensured that personal data processed under contract is only processed according to the client's instructions.

External Service Provider - Remote Maintenance:

The company does not provide remote maintenance services.

External Service Providers:

The company does not work with external service providers.

X. Storage Control

Unauthorised entry into storage systems, as well as unauthorised access to, modification, or deletion of stored personal data shall be prevented.

Password Protection - Password List:

No unencrypted password list is kept.

Professional Disposal of Personal Data:

Employees in the company are required to dispose of personal data properly.

XI. Availability control

It must be ensured that personal data is available at all times and is protected against accidental destruction or loss.

Archiving Concept:

An archiving concept is defined that regulates how and for how long documents are archived. Archiving

Concept - Legal Retention Obligation:

There is a legal obligation to store archived documents.

XII. Reliability

It must be ensured that personal data is secured against accidental loss or destruction. Critical Systems

Redundancy:

Critical systems and the infrastructure are designed redundantly.

Penetration Tests:

To test the resilience of the IT systems, the company conducts regular penetration tests that simulate high loads on its IT systems.

Penetration Tests - Improvement Measures:

Based on past penetration tests, recommended improvement measures have been implemented within the company.

Penetration Tests - Regularity:

In order to test the resilience of the IT systems, regular penetration tests on IT systems are carried out that simulate high loads in the company.

XIII. Data Recovery

It is necessary to ensure that personal data can be quickly restored in the event of a physical or technical incident.

Backups: Backups in the company are performed by cloud provider

XIV. Separability

It has to be ensured that data collected for different purposes can be processed separately.

IT Security - Particularly Sensitive Personal data:

A dedicated and separate network is used for particularly sensitive categories of personal data.

Segregation of Workplaces:

Workplaces where particularly sensitive personal data is processed are physically separated from other workplaces.

XV. Operating system

Unauthorised individuals must be prevented from gaining access to operating systems. Operating system

Authorisation Concept for Test and Development Environments:

An authorisation concept in test and development environments has been implemented in the company.

Password Protection - Initial Passwords:

Initial passwords must be changed at the first login in the company.

Password Protection - Password Complexity:

There is a default for password complexity in the company.

Password Protection - Password Length:

There is a default for the password length in the company.

The password has a length of at least 8 characters.

Password Protection - User Account:

Each user account of the operating system in the company is protected by a password.

XVI. Applications

It has to be prevented, that unauthorised persons gain access to any applications.

Software - Separation between Environments:

Productive, test and development environments including the data bases are separated from each other in the company.

Schedule 3: Data Protection Contact Details

Data Protection Coordinator

Name	Kritika Chopra
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Data Protection Officer

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