

# Declaration of commitment

(Declaration of unilateral commitment)

by

**dedomind GmbH**

Linzer Strasse 17, 4100 Ottensheim, Austria

as processor (hereinafter referred to as "contractor") on the one hand

to

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as the controller (hereinafter referred to as the "client") on the other hand

## Preamble

In accordance with the provisions of Art. 28 GDPR, the processor and the controller must ensure that personal data is processed in accordance with data protection regulations by means of a contract (or another legal instrument in accordance with Art. 28 (3) GDPR).

By means of this voluntary commitment, the processor makes a unilateral binding declaration to its contractual partner, the controller, to comply with the following obligations in the context of data processing. This unilateral declaration does not impose any obligations on the controller.

### I. Subject matter of the declaration of commitment

(1) On the basis of a main contract, the contractor provides services for the client in the area of

- the provision of a Software-as-a-Service solution ("SaaS") or
- the provision of individual software or
- the provision of standard software or
- IT consulting and IT services
- or other services provided by the Contractor

(hereinafter referred to as the "main contract"). In doing so, the contractor shall have access to personal data, which it undertakes to process exclusively on behalf of and in accordance with the instructions of the client. Unless specified in more detail above, the scope and purpose of data processing by the contractor shall be determined by the main contract; the client shall be solely responsible for checking the permissibility of data processing.

(2) The obligations arising from this declaration of commitment relate to all activities associated with the main contract and in the course of which the contractor and its employees or agents come into contact with personal data originating from or collected for the client.

## II. Categories of data processed and data subjects

(1) In the course of performing the main contract, the contractor shall have access to the following categories of personal data:

Contact data, login data, ERP data, master data, log data, communication data, contract billing and payment data

(2) The categories of data subjects affected by the data processing are:

Employees, customers, suppliers, contractual partners, or other cooperation partners of the client

## III. Client's right to issue instructions

(1) The contractor undertakes to collect, process, or use data exclusively within the scope of the main contract and in accordance with the client's express instructions; this also applies to the transfer of personal data to a third country or to an international organization. If the contractor is obliged to carry out further processing under the law of the European Union or a member state to which it is subject, it undertakes to notify the client of this prior to processing.

(2) The contractor undertakes to comply with instructions given by the client in writing, including instructions for the correction, deletion, and blocking of data. Instructions given must be documented in writing by the contractor.

(3) If the contractor comes to the conclusion that an instruction from the client violates data protection regulations, it shall immediately notify the client thereof and, in this case, shall suspend the execution of this instruction until it has been confirmed or amended by the client. The contractor shall refuse to execute an instruction that is obviously unlawful.

## IV. Client's rights of control

(1) The contractor declares that it grants the client the right to check the contractor's technical and organizational measures at any time before data processing begins and

subsequently at regular intervals at the client's expense. Within this framework, the client may, after timely consultation, personally inspect the contractor's technical and organizational measures during normal business hours or have them inspected by a competent third party, provided that this third party is not in a competitive relationship with the contractor.

(2) The contractor undertakes to provide the client, upon verbal or written request, with all information and evidence necessary to carry out an inspection of the contractor's technical and organizational measures within a reasonable period of time.

(3) The contractor undertakes to remedy any errors or irregularities that the client discovers, in particular when checking the results of the order, and about which it informs the contractor, within a reasonable period of time.

## **V. Data protection measures of the contractor**

(1) The contractor undertakes to comply with the statutory provisions on data protection and not to pass on information obtained from the client's area to third parties or to expose it to access by third parties. Documents and data shall be secured against access by unauthorized persons, taking into account the state of the art.

(2) The contractor undertakes to organize its internal operations within its area of responsibility in such a way that they meet the special requirements of data protection. It shall take all necessary technical and organizational measures to adequately protect the client's data in accordance with Art. 32 EU GDPR, but at least the measures listed in Appendix **./1** relating to access control, access control, access control, disclosure control, input control, order control, and availability control.

The contractor reserves the right to change the measures taken, provided that it ensures that the level of protection guaranteed to the client is not reduced. In the event of significant changes, the contractor undertakes to inform the client.

(3) Persons employed by the contractor in data processing are prohibited from collecting, processing, or using personal data without authorization. The contractor therefore undertakes to oblige all persons entrusted by it with the processing and fulfillment of the main contract

(hereinafter referred to as employees) to maintain confidentiality in accordance with Art. 28 (3) lit. b EU GDPR and to ensure compliance with this obligation with due care.

The contractor undertakes to ensure that these obligations remain in force even after the termination of this contract or the employment relationship between the employee and the contractor. The contractor undertakes to provide the client with appropriate evidence of these obligations upon request.

## **VI. Contractor's information obligations**

(1) In the event of an audit of the contractor by the data protection authority, suspicion of data protection violations or violations of the contractor's contractual obligations, suspicion of security-related incidents or other irregularities in the processing of personal data by the contractor, persons employed by the contractor within the scope of the contract or by third parties, the contractor undertakes to inform the client immediately in writing and to provide at least the following information:

a) a description of the nature of the personal data breach, including, where possible, the categories and number of data subjects concerned, the categories and number of personal data records concerned;

b) a description of the measures taken or proposed by the contractor to remedy the breach and, where appropriate, measures to mitigate its possible adverse effects.

(2) The contractor undertakes to take the necessary measures without delay to secure the data and mitigate any possible adverse consequences for the persons concerned, to inform the client thereof, and to request further instructions from the client.

(3) The contractor also undertakes to provide the client with information at any time if the client's data is affected by a request under VIII (1).

(4) If the client's data at the contractor's premises is endangered by events or measures of any kind by third parties, the contractor undertakes to inform the client immediately, unless this is prohibited by court or official order. In this context, the contractor shall immediately inform all competent authorities that the decision-making authority over the data lies exclusively with the client as the "controller" within the meaning of the EU GDPR.

(5) The contractor and, if applicable, its representative shall maintain a record of all categories of processing activities carried out on behalf of the client, containing all information in accordance with Art. 30 (2) EU GDPR. The record shall be made available to the client upon request.

(6) The contractor undertakes to cooperate appropriately in the creation of the procedure directory by the client and to provide the client with the necessary information in a suitable manner at the client's expense.

## **VII. Use of subcontractors**

(1) The contractor undertakes to perform the contractually agreed services in whole or in part only with the involvement of subcontractors whom it has carefully selected for their suitability and reliability and whom it has bound in accordance with the provisions of this agreement. The contractor further undertakes to ensure that the client can also exercise its rights under this agreement (in particular its rights of inspection and control) directly against the subcontractors and shall inform the client immediately before such commissioning and name the intended subcontractor in order to give the client the opportunity to object to the use of a subcontractor.

(2) If subcontractors in a third country are to be involved, the contractor undertakes to ensure that an adequate level of data protection is guaranteed by the respective subcontractor and to provide evidence of this to the client upon first request.

(3) A subcontractor relationship within the meaning of these provisions does not exist if the contractor commissions third parties to provide services that are to be regarded as purely ancillary services. These include, for example, postal, transport, and shipping services, cleaning services, telecommunications services without any specific connection to services provided by the contractor for the client, and security services. Maintenance and testing services constitute subcontractor relationships within the meaning of these provisions insofar as they are provided for IT systems that are also used in connection with the provision of services for the client.

## VIII. Requests and rights of data subjects

- (1) The contractor undertakes to support the client as far as possible with appropriate technical and organizational measures in the fulfillment of its obligations under Articles 12–22 and 32 and 36 of the EU GDPR.
- (2) If a data subject asserts rights directly against the contractor, such as the right to information, correction, or deletion of their data, the contractor shall not respond independently, but shall immediately refer the data subject to the client and await the client's instructions.

## IX. Termination of the main contract

- (1) This declaration of commitment shall remain valid until revoked (which is possible at any time) for as long as a valid main contract exists between the parties. Upon termination of the main contract, this declaration of commitment shall be deemed revoked, unless otherwise stated below.
- (2) The contractor undertakes to return all documents, data, and data carriers provided to it to the client upon termination of the main contract or at any time at the client's request, or to delete them at the client's request, unless there is an obligation under EU or national law to store the personal data. This also applies to any data backups held by the contractor. The contractor undertakes to keep documented evidence of the proper deletion of any remaining data.
- (3) Upon request, the client shall at all times be granted the right to check in an appropriate manner that the data has been returned or deleted by the contractor in full and in accordance with the contract.
- (4) The contractor undertakes to treat the data that has become known to it in connection with the main contract as confidential even after the end of the main contract. This voluntary commitment shall remain in force beyond the end of the main contract for as long as the contractor has personal data that has been provided to it by the client or that it has collected for the client.

## X. Miscellaneous

(1) The competent supervisory authority is the Austrian Data Protection Authority, Barichgasse 40-42, 1030 Vienna. The client and the contractor and, where applicable, their representatives shall cooperate with the supervisory authority in the performance of its tasks upon request.

(2) This declaration is accompanied by the following annex, which forms an integral part of the declaration:

- **Annex .1/**  
Technical and organizational measures taken by the contractor  
(available for download on our website [www.dedomind.com](https://www.dedomind.com))

Ottensheim, February 26, 2026