

**Agreement**  
concerning  
**data processing by a processor in accordance  
with Art. 28 GDPR**

The controller:

[NN]  
[Address]

(Hereinafter referred to as client)

The processor:

**Mategra GmbH**  
Fasanstraße 25/14  
A-8052 Graz

(Hereinafter referred to as contractor)

**1. SUBJECT MATTER OF THE AGREEMENT**

- (1) The subject matter of this agreement is the operation of Testiny, a cloud system for software testing, test management, test documentation, infrastructure services, and the possibility to store data.  
This agreement is to be considered a supplementary document to the privacy policy of the contractor.
- (2) The following data categories are processed: contact data, contractual data, invoices, order and payment details, test-case and test-management related data.
- (3) The following categories of data subjects are subject to this processing: points of contact, employees

**2. DURATION OF THE AGREEMENT**

The agreement does not have a defined endpoint and can be ended by either party with a notice period of *one month on every quarter*. The option to terminate due to exceptional circumstances remains unaffected.

### 3. OBLIGATIONS OF THE CONTRACTOR

- (1) The contractor commits himself to process the data and the processing results exclusively within the scope of the written assignment of the client. Should the contractor be required to release data of the client by request of the authorities, then he has to - as far as it is legally permitted - inform the client of the above without delay and refer the authorities to the client. Likewise, the processing of data for the contractor's own benefit requires written approval by the client.
- (2) The contractor declares legally binding that he has obligated all persons, assigned to process the data, to adhere to the confidentiality practices, prior to the beginning of the task, or that they are bound by an appropriate, legal non-disclosure obligation. The non-disclosure obligations are upheld, even when their assignment is completed and the contractor no longer employs them.
- (3) The contractor declares that he has taken all required steps to ensure that the security of the processing is upheld in accordance with Art. 32 GDPR (for specifications see appendix . /1).
- (4) The contractor implements the appropriate technical and organisational measures so that the client can comply with the rights of the affected individuals as per chap. III of the GDPR (information, access, rectification and erasure, data portability, objection as well as automated individual decision-making) at any time and within the legal deadlines and will submit all necessary information to the client. Should a relevant request be sent to the contractor and should this request show that the sender of the request mistakenly considers him the controller of the processing operated by the contractor, then the contractor must forward this request to the client without delay and notify the sender of the above.
- (5) The contractor supports the client with adhering to the obligations, as outlined in Art. 32 to 36 GDPR (data security, notification of a personal data breach to the supervisory authority, communication of a personal data breach to the data subject, data protection impact assessment, prior consultation).
- (6) The contractor is made aware that he must maintain a record of processing activities for the data processing in question in accordance with Art. 30 GDPR.
- (7) With regard to the provided data, the client is entitled to view and check the data processing facilities at any time, whether in person or via a commissioned third party. The contractor is obligated to provide the client with all necessary information to monitor the compliance with the obligations as outlined in this agreement.
- (8) Following the termination of this agreement, the contractor is obligated to forward to the client or destroy, at his request, all processing results and documents that contain data. If the contractor should process the data in a unique, technical format then he is obligated to submit the data in this format, or, if requested by the client, in the format in which he received the data from the client or in another, common format, following the termination of this agreement.
- (9) The contractor must inform the client immediately, if he is of the opinion that an instruction of the client constitutes a violation of the data protection regulations of the Union or of the Member States.

## **4. PLACE OF PERFORMANCE OF DATA PROCESSING**

Data processing is, at least in part, also executed outside of the EU or the EEA, namely in the USA. The appropriate data protection level is established on the basis of

- An adequacy decision by the European Commission in accordance with art 45. GDPR.
- An exception for a specific situation as per Art. 49 para. 1 GDPR.
- Binding corporate rules as per Art. 47, Art. 46 para. 2 point b GDPR.
- Standard data protection clauses in accordance with Art. 46 para. 2 point c and d GDPR.
- Approved codes of conduct as per Art. 46 para 2 point e and Art. 40 GDPR.
- An approved certification mechanism in accordance with art 46 para. 2 point f and art 42 GDPR.
- Contractual clauses as approved by the data protection authority in accordance with Art. 46 para. 3 point a GDPR.
- An exception for the individual case as per 49 para. 1 sub-para. 2 GDPR.

## **5. SUB-PROCESSORS**

The contractor can employ sub-processors for any kind of service/website hosting and operation, any kind of data processing and analytics, any kind of data storage. He must inform the client of the planned use of a sub-processor in such a timely manner, that the client can forbid it. The contractor enters into an arrangement with the sub-processor in accordance with Art. 28 para. 4 GDPR. In doing so, he must ensure that the sub-processor adheres to the same obligations as the contractor, with regard to this agreement. Should the sub-processor not comply with his data protection obligations, then the contractor is liable vis-a-vis the client for the compliance with obligations of the sub-processor.