



**AGREEMENT FOR
DATA PROCESSING**

**Agreement for the processing of personal data –
“Electronic guest registration” in the
MeldeClient/MeldeGateway system**

between

Name of company (contract partner): _____

Name of operation: _____

Street: _____

Postal code: _____ **Place:** _____

Object code (must be entered): _____

(Person responsible – hereafter referred to as “**Client**”)

on one side

and

feratel media technologies AG, FN 72841w

Maria-Theresien-Straße 8, A-6020 Innsbruck

(Order processor – hereafter referred to as “**Contractor**”)

on the other side

1. Object and duration of order

1.1 Object

The object of this agreement is based on the framework agreement “Electronic guest registration – MeldeClient/MeldeGateway”, concluded between the registration authority and feratel media technologies AG, to which reference is made here (hereinafter referred to as the “**main contract**”). This agreement is to be understood as a supplement to the main contract.

1.2 Duration

The duration of this agreement (term) corresponds to the term of the main contract.

2. Place, nature and purpose of the data processing

2.1 Nature and purpose of the processing

The nature and purpose of the processing of personal data by the Contractor for the Client are described in detail in the main contract.

2.2 Place of performance of the data processing

The provision of the contractually agreed data processing takes place exclusively in a member state of the European Union or in another signatory to the Agreement on the European Economic Area. Any transfer to a third country requires the prior consent of the Client and may only take place if the special conditions of Art. 44 ff. GDPR are met.

2.3 Type of data

The object of the processing of personal data is the following data types/categories (listing/description of data categories)

Registration data for the community

- Year of birth
- Period of travel
- Country of origin
- Postal code

Guest address file of the landlord

- Personal master data
- Date of birth
- Period of travel
- Travel document

- Reference to registration process
- Other data (optional)
 - Mode of travel
 - Reasons, interests
 - Number of stays, awards
 - Options for use (newsletter option, marketing use, reviews)

2.4 Categories of concerned persons

The categories of persons impacted by the processing include:

- Guests (reporting systems)
- Those subject to reporting (hotels, second homeowners...)

3. Technical and organizational measures

- 3.1** The data security measures described in Attachment 1 are defined as binding. They define the minimum owed by the Contractor. However, the data security measures can be adapted to technical and organizational development as long as the measures do not fall short of the agreed level. The Contractor must promptly implement any changes necessary to maintain information security. Changes must be documented and communicated to the Client. Any important changes must be agreed on between the parties.
- 3.2** If the security measures taken no longer meet the requirements of the Client, the Contractor shall immediately inform the Client.
- 3.3** The Client ensures that the data processed in the order is kept strictly separate from other data pools.
- 3.4** Copies and duplicates are not made without the knowledge of the Client. This excludes technically necessary and temporary duplications, provided infringement on the agreed data privacy level is excluded.

4. Obligations of Contractor

- 4.1** The Contractor processes personal data exclusively as contractually agreed, unless the Contractor is legally obliged to perform certain processing. If such obligations exist for him, the Contractor shall notify the Client of these prior to processing, unless notification is

prohibited by law. In addition to this, the Contractor must not use the data provided for processing for any other purpose, especially not his own purposes.

- 4.2 The Contractor shall introduce technical and organizational measures so that the Client can always fulfill the rights of the concerned person according to Chapter III GDPR (information, details, corrections and deletions, objections to data portability as well as automated decision-making in individual cases) within the statutory periods and shall transfer all the information necessary for this to the Client.
- 4.3 The Contractor declares that he has obligated all persons assigned to the data processing to confidentiality prior to commencement of the work or that they are subject to an appropriate statutory duty of confidentiality.
- 4.4 The Contractor shall assist the Client in complying with the obligations referred to in Articles 32 to 36 GDPR (data security measures, notification of personal data violations to the supervisory authority, notifying the person concerned of a violation in the protection of personal data, data privacy impact assessment, prior consultation).
- 4.5 The Contractor shall immediately inform the Client of any inspections or measures by supervisory authorities or other third parties, provided these relate to order processing.
- 4.6 The Contractor must inform the Client immediately if, in his opinion, an instruction issued by the Client violates any statutory provisions. The Contractor has the right to suspend execution of the corresponding instructions until they have been confirmed or changed by the Client.
- 4.7 The Contractor is liable to the Client for any damage culpably caused by the Contractor in connection with the provision of the contractual service.

5. Subcontracting conditions

- 5.1 The commissioning of subcontractors is only permitted with the prior express written consent of the Client under the condition of a contractual agreement according to the measures of Art. 28 par. 2-4 GDPR in individual cases. With this, it must be ensured that the subcontractor enters into the same obligations for which the Contractor is responsible under this contract.
- 5.2 The Client hereby grants his express consent to the commissioning of conova communications GmbH, Karolingerstrasse 36a, 5020, FN 64293z LG Salzburg, as a subcontractor of the Contractor. The Contractor will inform the Client of any intended change in relation to the involvement or replacement of other order processors, thereby giving the Client the opportunity to object to such changes.
- 5.3 If the subcontractor fails to comply with his data privacy obligations, the Contractor is liable to the Client for this.

6. Client monitoring rights

- 6.1 The Client has the right to monitor or use third parties to monitor the provisions on data privacy and contractual agreements with the Contractor in his business field to a reasonable extent, in particular when it comes to obtaining information and inspecting the stored data and

data processing programs and other controls on-site. Monitoring of the Contractor must be conducted without any avoidable disruptions to his business operations.

7. Deletion and return of personal data

- 7.1** After completing the contractually agreed work or sooner upon request by the Client – at the latest upon termination of the main contract –, the Contractor has to hand over to the Client all documents that have come into his possession, along with any processing or utilization results as well as data files that are related to the contractual relationship, or to destroy the same with prior consent in accordance with data privacy requirements.
- 7.2** The Contractor must keep documents that serve as evidence of orderly and proper data processing beyond the end of the contract in accordance with the respective retention periods.

8. Remuneration

- 8.1** The remuneration of the Contractor is definitively regulated in the main contract.

9. Other

- 9.1** If a provision in this agreement is invalid or unenforceable, this shall not affect the validity of this agreement. An invalid or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the invalid or unenforceable provision in its economic intent.
- 9.2** Amendments to this contract must be made in writing. This also applies to the cancellation or amendment of this written form requirement.
- 9.3** This agreement is subject to Austrian law, excluding the conflict of law rules and the UN Sales Convention.
- 9.4** For any disputes arising from or in connection with this agreement, the responsible court in Innsbruck has exclusive jurisdiction.
- 9.5** This agreement is drawn up in two copies, with the Client and the Contractor each receiving one copy.

Name of company *(stamp, signature and date)*



feratel media technologies AG (*stamp, signature and date*)

ATTACHMENT 1

Technical/organizational measures

The following describes the technical and organizational measures to ensure data privacy and data security, which the Contractor must (at least) set up and maintain. The main goal is to ensure the confidentiality, integrity and availability of the information processed in the order.

1. Confidentiality (Art. 32 par. 1 lit. b GDPR)

- **Physical access control**
No unauthorized access to data processing equipment, use of magnetic or chip cards, keys, electric door openers, biometric access controls, alarm systems, video systems;
- **Data usage control**
No unauthorized system usage, passwords, automatic locking mechanisms, two-factor authentication; apart from the technical service personnel, the customer has the password security under his own responsibility. Password length, password policy and password expiration can be self-defined.
- **Data access control**
No unauthorized reading, copying, changing or removing within the system by hierarchical user management with extensive authorization concepts (see/write/change/delete separately controllable) for each data area.
- **Classification scheme for data**
Authorization concepts and needs-based access rights, logging of access times;
 - feratel gives customers administrator access rights with limited access to certain administrative areas
 - There are different user groups with corresponding authorizations for each user area
 - The customer independently assigns user access rights to his employees and tourism service partners
 - Any changes are logged
- **Separation control**
Separate processing of data collected for different purposes through multi-client capability and defined separation of data ownership (client/user/company ...)
 - Partner addresses (landlords, restaurants etc.) are stored separately from guest addresses
 - For guest addresses, the respective purpose (transaction: booking, inquiry, etc.) is always jointly stored
 - Reporting data and posting data can be saved separately for each customer
 - Separation of data into the organizational, customer and company levels

2. Integrity (Art. 32 par. 1 lit. b GDPR)

- **Redistributable control**
No unauthorized reading, copying, changing or removing during electronic transmission or transport, through SSL encryption or Virtual Private Networks (VPN);
- **Input control**
Determining whether and by whom personal data has been entered, changed or removed in data processing systems is governed by the access rights and journal function of the data changes

3. Availability and capacity (Art. 32 par. 1 lit. b GDPR)

- **Availability control**
Protection against accidental or willful destruction or loss, through backup strategy, uninterruptible power supply (UPS), virus protection, firewall, reporting channels and emergency plans:
 - Ensured by certification of the computer center
 - Multiple backups each day, retroactively available for several days and monthly archiving of the data from the first of the month to several months retroactively.
 - UPS, virus protection etc. is guaranteed by certification
- **Rapid recoverability** (Art. 32 par. 1 lit. c GDPR);
 - The certified data center is designed to be redundant and allows services to be rapidly recovered

4. Procedure for regular review, assessment and evaluation (Art. 32 par. 1 lit. d GDPR; Art. 25 par. 1 GDPR)

- **Data privacy management;**
- **Incident response management;**
Organized by the service center
- **Default privacy settings** (Art. 25 par. 2 GDPR);
System is configurable so that it can collect and store only the data necessary for the purpose of processing. Checkboxes (“I agree ...”) are available and not preselected. Data privacy information text can be highlighted and displayed
- **Order control**
No order data processing as defined by Art. 28 GDPR without corresponding instructions from the Client, for example: clear contract design, formalized order management, strict selection of service provider, obligation of prior checking, follow-up controls.