



Addendum No. 1

to the

Contract on processing personal data

(DPA pursuant to Art. 28 GDPR)

Feature: IP-based presence

Addendum No. 1 to the Contract on processing personal data

between

and

Seatti GmbH

represented by

Johannes Eppler

Managing Director

johannes@seatti.co

hereinafter: **Client**

hereinafter: **Contractor**

Preamble

The Parties have concluded a Contract on processing personal data pursuant to Art. 28 GDPR (hereinafter the "DPA"). In order to determine actual office occupancy, it is necessary to technically detect whether users access the services from a physical office location. By this Addendum, the Parties therefore supplement the list of processed data set out in Section 3.3 of the DPA, specify the purpose of this processing, and expressly clarify the manner of processing as well as the safeguards for data subjects.

(1) Supplement to the type of processed data (Section 3.3 DPA)

- (1) The list of data types set out in Section 3.3 of the DPA is supplemented by the following entry: IP addresses

(2) Purpose of processing IP addresses (supplement to Section 3.2 DPA)

- (1) The processing of IP addresses takes place solely for the following purpose: To verify whether a user's access to the Contractor's services, or associated services such as Microsoft 365 services, originates from an IP address range defined by the Client (in particular the network of a physical office location), and, on this basis, to produce exclusively aggregated and anonymous analyses of office occupancy (Office Occupancy Analytics).
- (2) IP addresses are not processed for any other purpose. In particular, they are not used for individual attendance monitoring, for the monitoring of performance or conduct of individual users, for profiling, or for tracking.

(3) Clarification of the manner of processing and safeguards for data subjects

With respect to the processing of IP addresses, the Parties expressly clarify the following:

- (1) IP addresses are processed only; they are not stored. No permanent or persistent storage takes place. Processing is transient, taking place in the working memory of the processing systems, and occurs only on an ad-hoc basis within the scope of the individual access operation.
- (2) At the moment of access, the IP address is used solely to derive a binary signal ("access originates from an office IP range defined by the Client: yes/no"). Immediately after this signal has been derived, the IP address is discarded; it is neither logged nor written to databases, analytics systems, or any other persistent storage.
- (3) No tracking of individual users on the basis of the IP address takes place. The analysis of office occupancy is carried out exclusively on an aggregated and anonymous basis, i.e. at the level of sum or count values per time period and location, without any reference to individual users, individual devices, or individual access operations.
- (4) No movement profiles, no individual attendance records, and no other user-related analyses are created on the basis of the IP address. In particular, no monitoring of performance or conduct of individual users takes place.

- (5) The aggregated occupancy analysis results do not contain any personal reference. To the extent that, due to low user counts, a result could permit inferences about individual persons, the result is either suppressed or aggregated to a higher level (e.g. longer time period or larger user group) until any personal reference is excluded.
- (6) To the extent that IP addresses technically appear for a short time in volatile system or security components (e.g. firewalls, load balancers, intrusion detection systems), the technical and organizational measures described in Annex 1 of the DPA apply accordingly. Such appearances are not combined with any user-related analyses.

(4) Unaffected provisions

- (1) All other provisions of the DPA, including its annexes, remain unchanged. In the event of any conflict between this Addendum and the DPA, the provisions of this Addendum shall prevail.

(5) Final provisions

- (1) This Addendum shall enter into force upon signature by both Parties.
- (2) Amendments and supplements to this Addendum must be made in text form. This also applies to any amendment of this form requirement.
- (3) Should individual provisions of this Addendum be or become invalid, this shall not affect the validity of the remaining provisions.

Signatures

Ort, Datum

Ort, Datum

Client

Contractor