



Addendum No. 2

to the Agreement on the Processing of Personal Data on Behalf of the Controller
(Data Processing Agreement pursuant to Art. 28 GDPR)

Subject: Seatti Signals

between

[Name of the Controller]

[Address]

(hereinafter the "Controller")

and

Seatti GmbH

Enzianweg 30, 82335 Berg, Germany

(hereinafter the "Processor")

(the Controller and the Processor hereinafter jointly also the "Parties")

Preamble

The Parties have concluded an agreement on the processing of personal data on behalf of the controller pursuant to Art. 28 GDPR (hereinafter the "DPA"). The Controller intends to use the "Seatti Signals" module. Seatti Signals automatically detects the actual occupation of workstations and presence at office locations by means of a desktop application on the users' end devices (hereinafter the "Signals App") and for this purpose uses exclusively the devices already present at the workstation. No additional hardware is used. This allows office utilisation to be evaluated on the basis of actual use rather than solely on the basis of bookings.

The detection technology underlying the Signals App and the associated cloud backend are developed and operated by Shigoto Labs GmbH. The Processor integrates this technology into the Seatti platform, makes it available to the Controller as Seatti Signals and remains the Controller's sole contractual partner and point of contact.

By this Addendum, the Parties therefore supplement the purpose of the processing (Section 3.2 DPA) and the categories of data processed (Section 3.3 DPA) and regulate the approval of Shigoto Labs GmbH as a further sub-processor.

§ 1 Purpose of the Processing (supplement to Section 3.2 DPA)

Personal data within the scope of Seatti Signals is processed exclusively for the following purposes:

- automatic detection of the occupation of workstations and of presence at the Controller's office locations;

- assignment of the devices detected at a workstation to the corresponding workstation in Seatti;
- reconciliation of actual occupation with bookings in Seatti and display of the current availability of workstations, including use without a prior booking;
- evaluation of office utilisation and workstation usage on the basis of actual usage data;
- sign-in of users with their Seatti credentials and adoption of the users and roles managed in Seatti;
- operation, maintenance and support of Seatti Signals.

The Processor does not process the data for any other purpose. This applies in particular to the monitoring of the performance or conduct of individual users, to the creation of movement or personality profiles, and to any use of the data for the Processor's own purposes or those of its sub-processors.

§ 2 Categories of Data and Data Subjects (supplement to Section 3.3 DPA)

For the use of Seatti Signals, the list of categories of data set out in Section 3.3 of the DPA is supplemented by the following entries:

- occupation and presence data (occupation status of a workstation with time reference);
- identifiers of the hardware devices detected at a workstation and their assignment to a workstation in Seatti;
- user identifier, sign-in data and role from the user's Seatti account;
- the setting for data transmission and anonymity chosen by the user or by the Controller;
- technical data of the application and the end device (in particular application version and operating system) as well as log data, insofar as it is provided in a support case;
- connection data that arises for technical reasons during encrypted transmission.

The data subjects are the categories of data subjects named in the DPA insofar as they use Seatti Signals, in particular the Controller's employees including the administrators designated by the Controller. Special categories of personal data within the meaning of Art. 9 GDPR are not processed.

§ 3 Sub-processor

- (1) For the provision of Seatti Signals, the Processor engages the following further sub-processor within the meaning of Art. 28 (2) and (4) GDPR: Shigoto Labs GmbH, Bürgermeister-Wohlfarth-Straße 72 b, 86343 Königsbrunn, Germany (Augsburg Local Court, HRB 42320). The sub-processing comprises the development and operation of the Signals App and the operation of the cloud backend to which the Signals App transmits the data specified in § 2.
- (2) By signing this Addendum, the Controller approves the engagement of Shigoto Labs GmbH as a sub-processor. The list of sub-processors maintained in the DPA or its

annex is supplemented accordingly. In all other respects, the provisions of the DPA on sub-processing remain unchanged.

- (3) Shigoto Labs GmbH processes personal data exclusively on behalf of and in accordance with the instructions of the Processor. The Processor contractually binds Shigoto Labs GmbH, in accordance with Art. 28 (4) GDPR, to data protection obligations equivalent to those of the Processor under the DPA and this Addendum, and provides evidence of this to the Controller upon request.
- (4) The Processor remains the Controller's sole contractual partner and point of contact. If Shigoto Labs GmbH fails to fulfil its data protection obligations, the Processor remains liable to the Controller for the performance of those obligations (Art. 28 (4) sentence 2 GDPR).
- (5) Processing by Shigoto Labs GmbH takes place in Germany. A transfer to a third country takes place only if the requirements of Art. 44 et seq. GDPR are met and the provisions of the DPA in this regard are complied with.

§ 4 Provisions Unaffected

All other provisions of the DPA, including its annexes and any earlier addenda, remain unchanged. In the event of any conflict between this Addendum and the DPA, the provisions of this Addendum prevail with regard to processing within the scope of Seatti Signals.

§ 5 Final Provisions

- (1) This Addendum enters into force upon signature by both Parties and applies for the duration of the Controller's use of Seatti Signals, at most for the term of the DPA.
- (2) Amendments and supplements to this Addendum must be made in text form. This also applies to any amendment of this clause.
- (3) Should individual provisions of this Addendum be or become invalid, this shall not affect the validity of the remaining provisions.