smartmove°

Data Processing Agreement (DPA) under Art. 28 GDPR

KIR Group GmbH

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Jurisdiction:	Handelsgericht Wien

Preamble

This DPA specifies the data protection obligations of the parties under the main contract ("smartmove Fleets GTC"). The **controller** is the respective fleet operator; the **processor** is smartmove (KIR Group GmbH).

§ 1 Subject & Duration

smartmove processes personal data solely for the operation of the smartmove platform and the contractually agreed modules. The duration corresponds to the term of the main contract.

§ 2 Type & Purpose of Processing

- Collection, transmission & storage of vehicle telemetry
- Provision of fleet management functions (reports, API)
- Support, maintenance, error analysis
- Billing & contract fulfillment

§ 3 Types of Data / Categories of Data Subjects

Data Types	Betroffene Personen
Identity, contact, contract, vehicle & telemetry data	**Drivers, fleet admins, end customers**

§ 4 Rights & Obligations of the Controller

The controller is responsible for lawfulness, obtaining consent, protecting data subject rights, and fulfilling information obligations.

§ 5 Obligations of the Processor

1. **Processing only on documented instructions of the controller.**

2. **Confidentiality: all employees are bound by data secrecy.**

3. **Security: implementation of the technical & organizational measures described in Annex 1 (TOM).**

4. **Sub-processors: current list in Annex 2 (Smartcar, Invers, Geotab, Caruso). Changes only with prior notification and right of veto (§5 para. 4).**

5. **Data subject requests & notifications: supporting the controller with rights to information, erasure, DPIA, reporting, and audits.**

6. **Deletion/Return: After contract termination, all personal data will be deleted or – on request – returned.**

7. **Proof: provision of all necessary information to comply with this agreement and enable audits.**

§ 6 Audit Rights of the Controller

The controller may, with reasonable notice (14 days) during normal business hours, review compliance with this DPA at smartmove or have it reviewed by third parties.

§ 7 Confidentiality & Non-Disclosure

Both parties commit to confidentiality regarding all data & information obtained under this agreement.

§ 8 Liability

Liability is governed by the provisions of the main contract and the statutory GDPR provisions (esp. Art. 82).

§ 9 Term & Termination

This DPA comes into force upon signing and automatically ends with the termination of the main contract. The right to extraordinary termination for good cause remains unaffected.

Annex 1: Technical & Organizational Measures (TOM)

1. **Access control to facilities (data centers ISO 27001, biometric access systems)**
2. **Access control to systems (SAML-SSO, MFA, role-based rights)**
3. **Access control to data (least-privilege principle, encrypted DB fields)**
4. **Transfer control (TLS 1.3, VPN, SCC for third-country transfers)**
5. **Input control (audit logs, immutable log storage for 12 months)**
6. **Contract control (sub-processor checks, DPAs, annual pen tests)**
7. **Availability control (multi-AZ deployment, 24/7 monitoring, hourly backups)**
8. **Separation control (tenant IDs, DB schemas)**
9. **Privacy by design & default (privacy-by-design, privacy-by-default)**

Annex 2: Approved Sub-Processors

Unterauftrags-verarbeiter	Dienst	Sitz	Schutz-garantie
Smartcar Inc.	Telematics-Cloud	USA	SCC + additional measures
Invers GmbH	Telematics-Cloud	DE	EU-DPA
Geotab Inc.	Telematics-Cloud	Kanada	Adequacy decision
Caruso GmbH	Telematics-Cloud	DE	EU-DPA
Meta Platforms Ireland Ltd.	Ads, Tracking	Ireland/ USA	SCC + additional measures
Google Ireland Ltd.	Ads, Analytics, Tracking	Ireland/ USA	SCC/ Adequacy decision
HubSpot Inc.	Marketing Automation	USA	SCC + additional measures