Data Processing Agreement (DPA)

No Processing / Self-Hosted Software

Parties

This Data Processing Agreement (“Agreement”) is entered into between:

1) Customer (Data Controller):
Name: _____
Address: _____

2) Vendor (Software Provider):
Name: SoftCreatR Media
Address: Roßheidestr. 149, DE-45968 Gladbeck

Together referred to as “Parties”.

1. Purpose of the Agreement

This Agreement clarifies the data protection responsibilities related to the Customer’s use of the Vendor’s self-hosted software (“Software”).

The Software is deployed entirely within the Customer’s infrastructure (on-premises or private cloud). In normal operation, no personal data is sent, transmitted, shared with, or accessible by the Vendor.

2. Role of the Parties

- The Customer acts as the Data Controller for all personal data processed within the Software.
- The Vendor does not act as a Data Processor under GDPR or similar data protection laws. The Vendor does not receive, store, transmit, access, or otherwise process any personal data on behalf of the Customer.

3. No Data Processing by the Vendor

The Parties acknowledge that:

1. The Software operates entirely within the Customer’s infrastructure.
2. All personal data processed by the Software remains under the Customer’s sole control and responsibility.
3. The Vendor has no technical access to the Customer’s environment or the data processed within it.
4. The Vendor does not process or store any personal data from the Customer via the Software.
5. For licensing and product activation purposes, the Software may communicate with

the Vendor’s license server and submit license information. This is strictly limited to:

i. License key or subscription identifier
ii. Software version
iii. Activation timestamp / heartbeat
iv. Server instance and/or process identifier

No application data, logs, customer content, or user-related information is transmitted. Telemetry cannot be used to identify natural persons.

The Customer may disable telemetry at any time; in that case, offline activation procedures or periodic manual license validation may apply.

Therefore, Article 28 GDPR (processor obligations) does not apply, as no processing by the Vendor takes place.

4. Support and Optional Access (if requested by Customer)

If the Customer explicitly requests support that requires temporary access to personal data (e.g., via shared logs or remote access), the Parties will execute a separate written addendum defining scope, duration, and security measures.

Without such explicit written request and agreement, the Vendor has no access to any data.

5. Data Storage and Transfers

- The Vendor does not transfer any data to third countries.
- The Vendor does not store or host any Customer data.

6. Security

The Customer is solely responsible for securing the environment where the Software is deployed and for implementing access controls, backups, and any required security measures.

The Vendor is responsible only for the security of distributed software artifacts (e.g., signed packages or releases).

7. Term and Termination

This Agreement remains valid for as long as the Customer uses the Software. Since no processing takes place, termination does not require any data deletion.

8. Liability

As the Vendor does not process personal data, the Vendor has no liability related to personal data processing within the Customer’s environment.

9. Entire Agreement

This Agreement forms part of the main commercial agreement between the Parties and supersedes any prior discussions related to data processing.

Signatures

Vendor

Customer