Data Processing Agreement (DPA)

Last updated: January 8, 2026

This Data Processing Agreement ("DPA") forms an integral part of the Terms of Service governing the use of the Product Flow software-as-a-service platform ("Service").

This DPA is entered into between:

Controller (Customer)

The legal entity using the Service in a business capacity.

and

Processor (Provider)

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1. Subject Matter of Processing

This DPA governs the processing of personal data by the Processor on behalf of the Controller solely for the purpose of providing and operating the Service.

Processing is limited to what is technically necessary to fulfil the contractual obligations under the Terms of Service.

2. Duration of Processing

Processing shall continue for the duration of the contractual relationship between the Controller and the Processor.

Upon termination, personal data may be deleted in accordance with Section 10 of this DPA.

3. Nature and Purpose of Processing

The nature of processing includes, in particular:

• Storage

• Retrieval

• Access control

• Transmission

- Deletion

The purpose of processing is the provision of a project and workflow management SaaS platform.

4. Categories of Data Subjects

The following categories of data subjects may be affected:

- Employees of the Controller

- Contractors or representatives of the Controller

- Authorized users designated by the Controller

5. Categories of Personal Data

The following categories of personal data may be processed:

- Names

- Business email addresses

- User identifiers

- Access roles and permissions

- Technical usage data (e.g. IP addresses, timestamps, logs)

No special categories of personal data pursuant to Article 9 GDPR are intended to be processed.

6. Obligations of the Controller

The Controller is solely responsible for:

- The lawfulness of data processing

- Providing appropriate information to data subjects

- Obtaining any necessary consents

- Ensuring data accuracy

- Defining retention periods

The Customer is solely responsible for manually creating and maintaining independent copies of project data, tasks, and bars outside of the Service (e.g. in Excel), as no automated export functionality is provided.

7. Obligations of the Processor

The Processor shall:

- Process personal data only on documented instructions of the Controller

- Ensure that persons authorized to process data are bound by confidentiality

- Implement appropriate technical and organizational measures pursuant to Article 32 GDPR

- Assist the Controller in responding to data subject requests where reasonably possible

- Notify the Controller without undue delay of a personal data breach

8. Technical and Organizational Measures (TOMs)

The Processor implements reasonable technical and organizational measures, including:

- Access control mechanisms

- Role-based authorization

- Encrypted communication

- Infrastructure security via trusted cloud providers

The Processor does not guarantee data integrity, availability, or recoverability.

9. Use of Sub-processors

The Controller authorizes the Processor to engage sub-processors.

Current sub-processors include:

- Supabase – database, authentication, storage

- Vercel – hosting and delivery infrastructure

Sub-processors are engaged under GDPR-compliant data processing agreements.

The Processor may update the list of sub-processors as required.

10. Data Deletion and Return

Upon termination of the contractual relationship:

- The Processor may delete personal data after a reasonable period

- No obligation exists to return data in a specific format

- The Controller remains responsible for prior data export and backup

11. International Data Transfers

Where personal data is processed outside the European Union, appropriate safeguards are applied, including Standard Contractual Clauses pursuant to Articles 44–46 GDPR.

12. Audits and Inspections

Audits are excluded unless required by mandatory law.

Any audit must be:

• Reasonable in scope

• Conducted at the Controller's expense

• Not interfere with business operations

13. Liability

The liability provisions of the Terms of Service apply.

The Processor shall not be liable for:

• Data loss

• Indirect or consequential damages

• Loss of profits or business interruption

14. Confidentiality

Both parties shall treat all information exchanged under this DPA as confidential unless disclosure is required by law.

15. Governing Law

This DPA shall be governed by the laws of the Federal Republic of Germany.

16. Precedence

In the event of a conflict between this DPA and other agreements, this DPA shall prevail with respect to data protection matters.

17. Final Provisions

If individual provisions of this DPA are invalid, the remaining provisions remain unaffected.