Data Processing Agreement (DPA)

pursuant to Art. 28 GDPR for the PII Pseudonymization Service

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§ 1 Contracting Parties

Controller (Client): The user of the PII pseudonymization service (hereinafter "Client")

Processor:
Michael SCHILLER - Organisation. Digital.
Speicherstraße 33, 44147 Dortmund
info@schiller-partners.de
Michael Schiller (Managing Director)

§ 2 Subject Matter and Duration of Processing

The Processor processes personal data on behalf of the Client within the scope of the PII pseudonymization service.

- **Purpose:** Automated detection and pseudonymization of personal data in texts before they are transmitted to AI language models (LLMs).
- **Duration:** Texts are processed only for the duration of an individual API call and are not stored (exception: nightly check, § 5). Mapping tables are held in memory and automatically deleted 30 minutes after their last use, at the latest 8 hours after their first use.
- **Nature of processing:** Automated text recognition, pattern matching, AI-based Named Entity Recognition, pseudonymization in two modes: **tagged mode** for API outputs (clearly recognizable markers such as [PERSON:abc12345]) and **faker mode** for internal AI pipelines (plausible pseudonyms; server-side reverse resolution before delivery to end users). In both modes, recognised original data never leaves the processing pipeline as plaintext, neither to cloud AI services nor to external consumers.

§ 3 Types of Personal Data

The following categories of personal data may be affected during processing:

- Full names, first and last names
- Email addresses, phone numbers
- Postal addresses (street, postal code, city)
- IBANs, credit card numbers, cryptocurrency wallets
- ID card numbers, tax numbers, social security numbers (EU-wide)
- Dates of birth
- IP addresses
- Profile URLs on social media and developer platforms (35+ platforms, username part only)

§ 4 Categories of Data Subjects

Data subjects are those natural persons whose personal data is contained in texts transmitted by the Client. These may include:

- Employees and staff of the Client
- Customers and business partners of the Client
- Contact persons and points of contact
- Other natural persons mentioned in texts

§ 5 Obligations of the Processor

The Processor undertakes to:

- **Bound by instructions:** Processing is carried out exclusively on the basis of the Client's documented instructions. Use of the API constitutes such an instruction.
- **Confidentiality:** All persons entrusted with processing are bound by confidentiality.
- **Security of processing:** The Processor implements the technical and organizational measures described in the TOM annex (Art. 32 GDPR).
- **Sub-processors:** The service runs on rented servers of dataforest GmbH in Frankfurt am Main. dataforest GmbH is based at Taunusstraße 52, 65830 Kriftel, Germany (also trading as PHP-Friends). Because the texts reside there during processing, dataforest GmbH is a sub-processor. The service uses no other sub-processors: it stores no files and sends no emails. It passes no texts to other services. The exception is the nightly check: calls with a key that the operator has released for it are stored with their pseudonymized text, encrypted, for up to 48 hours (up to 30 days after a reported finding) and checked for missed values on rented GPU servers of IONOS SE in Frankfurt am Main. IONOS SE is the sub-processor for this. Calls without a key or with a key that is not

released are excluded. The processor informs the controller in advance of any intended change, and the controller may object to it.

- **Support:** The Processor assists the Client in fulfilling their obligations under Art. 32-36 GDPR.
- **Deletion:** Original texts are not stored. Mapping tables are automatically deleted 30 minutes after their last use, at the latest 8 hours after their first use. Log entries without plain text are deleted by check result: calls without a released key after 7 days, otherwise after 30 days (clean), 90 days (errors, false alarms) or 3 years (missed values). Texts of the nightly check are deleted after 48 hours at the latest, after 30 days if a finding was reported.
- **Accountability:** The Processor provides the Client with all information necessary to demonstrate compliance with their obligations.

§ 6 Obligations of the Client

The Client is responsible for ensuring that:

- the transmission of personal data to the Processor is lawful
- the rights of data subjects are guaranteed
- the service is only used for texts whose processing the Client is authorized to carry out

§ 7 Technical and Organizational Measures

The specific technical and organizational measures are described in a separate TOM document:

→ View TOM document

Summary of key measures:

- **Encryption and access:** TLS for all transmissions. The service issues and signs the session ID, or it is bound to the API key.
- **Local processing:** All servers in Germany, no data transfer to third countries, except for the nightly check (§ 5, § 8)
- **Data minimization:** No storage of original texts, mapping tables only in memory with no copy on disk
- **No plain-text logs:** Time, a hashed session ID, the number of detected values and checksums of them made with a secret key (HMAC-SHA256) are logged, for 7 days to 3 years depending on the check result (§ 5)

- **Automatic deletion:** Mapping tables 30 minutes after their last use, at the latest 8 hours after their first use

§ 8 Data Transfers to Third Countries

No transfer of personal data to third countries or international organizations takes place. All processing is carried out exclusively on servers in Germany. The AI models used (GLiNER NER, PII-specialised) run locally on the same servers.

§ 9 Data Breach Notification

The Processor shall inform the Client without undue delay of any personal data breach pursuant to Art. 33 GDPR. Contact: info@schiller-partners.de

§ 10 Termination

Upon termination of use of the service, all temporary data is automatically deleted. Since mapping tables are deleted 30 minutes after their last use, at the latest 8 hours after their first use, and log entries without plain text after the periods named in § 5, no separate deletion or return obligation applies.

§ 11 Liability

Liability is governed by Art. 82 GDPR. The Processor is liable for damages caused by processing that does not comply with the Client's instructions or by violations of their obligations under this agreement.

§ 12 Final Provisions

- German law applies.
- Place of jurisdiction is Dortmund, Germany.
- Amendments and supplements require written form.
- This DPA takes effect with the first use of the PII pseudonymization service by the Client.

Signatures

Processor:

Michael SCHILLER - Organisation. Digital.
Michael Schiller (Managing Director)

Place, Date

Signature

Controller (Client):

Company / Name

Place, Date

Signature

This DPA is deemed accepted upon use of the PII pseudonymization service (API call). A separate signature is not required.

Annex: Technical and Organizational Measures (TOM)

The detailed technical and organizational measures pursuant to Art. 32 GDPR are described in the separate TOM document.