Privacy Policy for the Aam Digital Software-as-a-Service (SaaS) Service

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Controller contact for Aam Digital controller processing: Aam Digital GmbH, c/o Impact Hub Berlin, Rollbergstraße 28 A, 12053 Berlin, Germany. Further company and registration details are available in our imprint.

For privacy and data protection questions relating to processing for which Aam Digital acts as controller, contact data-protection@aam-digital.com.

For data protection matters relating to Aam Digital's role as processor under the applicable data processing agreement (the "Applicable DPA"), customers may also contact data-protection@aam-digital.com or use the data protection contact point made available by Aam Digital, including on our website or in customer-facing documentation.

Security incidents and vulnerability reports should be sent through the designated security contact channel identified on our website, currently security@aam-digital.com.

Our General Privacy Policy for the Aam Digital website and general communications is kept separately in our General Privacy Policy.

Support requests and other communications sent to us outside the Aam Digital application, such as by email, are described in our general Privacy Policy.

1. Scope and roles

This Privacy Policy explains how personal data is processed in connection with hosted software services and customer environments operated by Aam Digital (the "SaaS Service"). It should be read together with the contractual documents applicable to the relevant customer relationship, including the Applicable DPA, the applicable Technical and Organizational Measures (TOMs), the public List of Standard Subprocessors under the Applicable DPA at https://www.aam-digital.com/legal/subprocessors, and our list of Other Service Providers and Third-Party Services at https://www.aam-digital.com/legal/service-providers.

For purposes of this Privacy Policy, "Customer" means the relevant customer or contracting party; "Authorized User" means an individual authorized by Customer to access the SaaS Service; "Customer Content" means data, content, files, and personal data submitted to the SaaS Service by or on behalf of Customer or its Authorized Users; and "Standard Subprocessor" means a subprocessor identified in Aam Digital's current List of Standard Subprocessors.

For personal data contained in Customer Content and other personal data entered into or generated through the SaaS Service by or on behalf of a customer, the customer generally acts as controller and Aam Digital acts as processor under Art. 28 GDPR. Where the customer acts as processor on behalf of another controller, Aam Digital acts as further processor or subprocessor. The customer or, where the customer acts as processor, the relevant underlying controller determines the purposes, legal basis, data categories, retention needs, access permissions, and appropriate use of the SaaS Service for the relevant processing.

Aam Digital may also process certain personal data as controller, for example for account administration, customer relationship management, billing, legal compliance, security of our own systems, and limited operational information needed to operate, secure, maintain, and troubleshoot the SaaS Service. Separate website, newsletter, event, and general-communications processing is described in our General Privacy Policy.

2. Customer Content and beneficiary/participant data

The SaaS Service is designed to help customers record, manage, and analyze information about their work. Customers decide what data they enter into the system and how they configure and use the SaaS Service. This may include sensitive personal data or special categories of personal data, depending on the customer's use case.

For personal data contained in Customer Content that is processed on behalf of a customer, Aam Digital processes the data only in accordance with the Applicable DPA, the applicable customer agreement, the customer's documented instructions, and applicable law. The customer remains responsible, in accordance with its role in the relevant processing chain, for ensuring that the processing is covered by appropriate instructions and authorization and for fulfilling the responsibilities applicable to it under data protection law and the Applicable DPA. Where the customer acts as controller, this includes providing required notices, establishing a legal basis, responding to data-subject requests, and deciding whether the SaaS Service is suitable for the relevant data and use case. Where the customer acts as processor, the corresponding controller responsibilities remain with the relevant underlying controller.

Aam Digital does not sell Customer Content and does not use Customer Content for advertising, profiling, or model training.

3. Authorized User account, authentication, and operational data

To provide and administer the SaaS Service, Aam Digital processes information about Customers and Authorized Users, such as names, email addresses, organization details where applicable, account status, roles and permissions, authentication and password-reset information, support contacts, plan or subscription information, login and security logs, audit or technical logs, the date and time of the most recent login, and other limited information needed to provide, secure, maintain, support, and administer the SaaS Service. Authorized User account information may be provided directly by the Authorized User, by the Customer or an administrator acting on the Customer's behalf, or generated through the Authorized User's use of the SaaS Service. Where Aam Digital requests personal data directly for controller-side account administration, subscription, billing, or customer-relationship purposes and identifies information as required, that information is required to process or provide the relevant account, contract, or service. If required information is not provided, Aam Digital may be unable to create or administer the account, conclude or perform the relevant contract, or provide the requested service. Other information is optional unless stated otherwise.

Depending on the context and role, this processing is based on the Applicable DPA and customer instructions where Aam Digital acts as processor. Where Aam Digital acts as controller, processing of an individual Customer's account data that is necessary to provide and administer the SaaS Service is based on contract performance (Art. 6(1)(b) GDPR); for Authorized Users who are not themselves the Customer, limited controller-side processing necessary to operate and secure the SaaS Service may be based on Aam Digital's legitimate interests in reliable and secure service operation (Art. 6(1)(f) GDPR). Processing may also be based on legal obligations (Art. 6(1)(c) GDPR) where applicable.

4. Hosting, processing location, local device storage, and Customer-directed transfers

For the hosted SaaS Service, Aam Digital's standard service model is to host Customer Content and operate the production environment exclusively within the EU/EEA. Provider-controlled processing of Customer Content and other personal data processed on Customer's behalf under the Applicable DPA, including processing through Aam Digital personnel, infrastructure, and subprocessors, is also carried out within the EU/EEA unless a feature-specific or other exception is expressly disclosed under the Applicable DPA in the Standard Subprocessor List or otherwise agreed in a binding document. Separate processing for which Aam Digital acts as controller is governed by this Privacy Policy and the applicable other privacy notices and may involve processing outside the EU/EEA as disclosed there.

Core Customer Content is hosted on systems controlled by Aam Digital or its hosting providers under the applicable customer agreement. Certain optional or supporting features and services may involve processing of limited categories of data as specifically described in the sections below, the List of Standard Subprocessors under the Applicable DPA, any applicable customer-specific subprocessor authorization, and the list of Other Service Providers and Third-Party Services. Such feature-specific processing does not change the hosting location of Customer Content unless

expressly stated in a binding customer agreement document. The Provider-controlled processing-location commitment does not restrict the locations from which Customer or Authorized Users access the SaaS Service, the locations of Customer- or Authorized User-controlled devices on which Customer Content may be stored, or Customer-directed retrieval, export, API use, email notification, integration, or other transmission of data to systems, recipients, or destinations selected or controlled by Customer or its Authorized Users.

Offline-first architecture and local device storage. The SaaS Service uses an offline-first architecture by default. This design reflects the operational realities of many organizations using Aam Digital, including work in locations where internet connectivity may be unavailable, intermittent, or unreliable. Offline-first does not mean that users are expected to work offline; users can and ordinarily do use the SaaS Service while connected to the internet. Customer Content may nevertheless be stored locally on the device used by an Authorized User so that relevant work can continue during temporary loss of connectivity and synchronize with the hosted SaaS Service when the relevant user is logged in and connectivity is available. This local storage supports the offline-first functionality and is not used for advertising or user tracking. Where available for the relevant hosted customer environment and enabled, an online-only configuration may be used in which Customer Content is not stored locally for offline continuity.

Devices used by Authorized Users are controlled by Customer or the relevant Authorized User rather than by Aam Digital. In normal use, server-side deletions and other relevant changes are ordinarily reflected in locally stored Customer Content when the relevant Authorized User is logged into the SaaS Service on that device and the application successfully synchronizes. However, because Aam Digital cannot independently access or remotely erase a locally stored copy, server-side deletion, permission changes, logout, or other account or synchronization changes may not immediately remove or modify data previously stored on a device that has not synchronized. If the relevant Authorized User does not subsequently log back in on that device while access remains available, or synchronization cannot take place, locally stored Customer Content may remain on the device until it is otherwise removed. Customer is responsible for appropriate device security and management and for removing locally stored application data where necessary.

Customer-directed API, reporting, exports, and integrations. Where available, API, configured report, export, integration, or similar functionality may make data selected through Customer configuration available to Customer-controlled systems or other recipients. The scope and categories of data made available through such functionality depend on Customer's configuration and use and may include any Customer Content that Customer configures the relevant functionality to make available. Users with the required configuration permissions, usually administrators, determine which configured reports and queries are made available. API access uses dedicated Customer-environment credentials that are separate from individual Authorized User accounts. Customer is responsible for determining which data is made available, protecting and authorizing use of API credentials, selecting any downstream systems or recipients, and ensuring the lawfulness and security of subsequent processing and any applicable international transfers. Aam Digital does not select, approve, or monitor Customer-selected API destinations merely because the SaaS Service makes configured report output available through the API.

5. Subprocessors and third-party services

The current List of Standard Subprocessors under the Applicable DPA is available at https://www.aam-digital.com/legal/subprocessors. It identifies subprocessors generally used by Aam Digital under the Applicable DPA. Customer-specific subprocessors used only for processing relating to a particular Customer, where the Applicable DPA provides for them, may instead be separately authorized by that Customer in accordance with the Applicable DPA and are not necessarily included in the public Standard Subprocessor List. Other feature-specific third-party services and Aam Digital controller-side service providers are described at https://www.aam-digital.com/legal/service-providers and, where relevant, in our general Privacy Policy. The Applicable DPA governs subprocessor authorization, notice, objection rights, and transfer safeguards for processing carried out on behalf of customers. The privacy descriptions below explain important SaaS-related tools, but the public Standard Subprocessor List is authoritative

only for Standard Subprocessors, not for customer-specific subprocessors or all service providers or third-party services.

Not every external service mentioned in this Privacy Policy is necessarily used for every customer, every plan, or every configuration. Some features are optional, may depend on customer configuration, or may be disabled or unavailable in a particular environment.

6. Map and location functionality

If you use the location feature to visualize a location on a map, enter an address, or convert between an address and coordinates, we use the map and location lookup service listed in our service-provider overview to provide this functionality. Where the address or coordinate information is Customer Content, Aam Digital transmits it on the Customer's instruction in accordance with the Applicable DPA. The map service acts as an independent third-party recipient/controller rather than as a subprocessor under the Applicable DPA. We send only the address text or coordinate information needed for the lookup and not other Customer Content such as names or other information about individuals. The third-party service processes the information it receives under its own terms and privacy information and may collect related technical request information as described there.

7. Push and email notifications

If you use push notifications in our notifications module, we use the push-notification provider listed in our List of Standard Subprocessors under the Applicable DPA to deliver those notifications to your device. For this purpose, the provider processes installation IDs/device tokens and related technical delivery data to determine which devices should receive notifications. The provider is used only for this push-notification functionality and is an authorized Standard Subprocessor under the Applicable DPA. Push notifications are available only where the push-notification feature is enabled for the relevant hosted customer environment and can be deactivated for that environment.

By default, push notifications do not contain Customer Content. Where the functionality permits it, an Authorized User may configure whether and which Customer Content is included in push notifications. Such configuration and use are carried out on Customer's behalf and constitute Customer's instruction to Aam Digital to transmit the selected information through the push-notification provider to the relevant device. The push-notification service may process the limited data described above and, where configured by an Authorized User, the selected Customer Content outside the EU/EEA, as further described in the Standard Subprocessor List. This constitutes a feature-specific exception to Aam Digital's standard EU/EEA Provider-controlled processing model. Applicable processing locations and transfer safeguards are described in the Standard Subprocessor List. Customers and Authorized Users should take into account the sensitivity of Customer Content and the security and visibility of the relevant recipient device environment when configuring notification content.

Email notifications. Where available for the relevant hosted customer environment, Authorized Users may activate email notifications for their own account. Email notifications are not enabled by default for an Authorized User. By default, email notifications do not contain Customer Content. Where the functionality permits it, an Authorized User may configure whether and which Customer Content is included in notification emails. Such configuration and use are carried out on Customer's behalf and constitute Customer's instruction to Aam Digital to transmit the selected information to the relevant email address.

Transactional and notification emails are transmitted using the email infrastructure provider identified in the List of Standard Subprocessors. The recipient's email service or mailbox is selected or controlled by Customer or the Authorized User and is not a subprocessor engaged by Aam Digital merely because the SaaS Service sends an email to that address. Customers and Authorized Users should take into account the sensitivity of Customer Content and the security and location of the relevant recipient email environment when configuring notification content.

8. Operational monitoring and statistics

We use a locally operated analytics and monitoring tool identified in our service-provider overview to collect limited information about interactions with hosted customer environments for purposes of operating, securing, maintaining, and troubleshooting the SaaS Service. This SaaS operational monitoring is separate from the website analytics described in our General Privacy Policy. It is not used for advertising, marketing profiling, engagement scoring, or persistent user tracking. Technical insights obtained through this operational monitoring may result in fixes or security and stability improvements that are also deployed to other hosted customer environments.

For this purpose, the tool may process application interactions, event timestamps and duration information, a technical customer-environment identifier or domain, technical device and browser information, a temporary site-specific technical identifier used to group interactions within a limited visit, and an IP address that is masked before geolocation and is not retained in full for analytics purposes. Aam Digital does not transmit Aam Digital user IDs or UUIDs, names, or email addresses to the tool for this purpose and does not configure a persistent visitor identifier for this SaaS monitoring. Aam Digital does not link location information back to named users and does not use the tool to persistently identify or track individual Authorized Users across visits.

Raw visit-level information is retained only for a limited period reasonably necessary for operational analysis and is then deleted or aggregated in accordance with Aam Digital's retention practices. To the extent the information described in this Section constitutes personal data, Aam Digital processes it on behalf of the Customer in accordance with the Applicable DPA and the Customer's instructions.

9. Error monitoring

In order to discover technical problems and analyze errors in the software, we use the hosted error-monitoring provider listed in our list of Other Service Providers and Third-Party Services. When unexpected errors occur while you use the software, filtered technical error details are automatically sent to the provider so that our team can be alerted and analyze the issue. For this narrowly defined error-monitoring processing, Aam Digital acts as controller.

We configure error monitoring so that usernames, user IDs, pseudonymized user IDs, Customer Content and other application-level personal details are scrubbed and are not intentionally included in error events. Error events may include filtered technical information such as error type, affected code path, stack trace, technical event timestamp, application environment, browser type, operating system, device type, screen resolution, language, and other technical diagnostics needed to understand and resolve software errors. The originating IP address may be processed by the provider's network infrastructure when an error event is transmitted. Aam Digital configures the error-monitoring service so that the provider is instructed not to infer or add the originating IP address to the stored error event.

We use this information only to detect, analyze, and resolve technical problems and improve the reliability and security of the SaaS Service. The legal basis for this controller-side processing is Aam Digital's legitimate interest in detecting, diagnosing, and resolving software errors and maintaining the security and reliability of the SaaS Service (Art. 6(1)(f) GDPR). The provider and applicable international-transfer safeguards are described in the list of Other Service Providers and Third-Party Services.

10. Support, communications, billing, and customer relationship data

If you contact us for support, sales, billing, onboarding, training, or other customer communications, we process the information needed to handle the request, such as names, email addresses, organization details, messages, attachments, plan or billing information, and relevant technical context. We may use email-hosting, communication-management, support, newsletter, event, or billing tools for these purposes, as described in the general Privacy Policy and the list of Other Service Providers and Third-Party Services. Transactional and SaaS Service-related emails may be transmitted using the email infrastructure provider identified in the Standard Subprocessor List. Where support requires processing Customer Content on behalf of a customer under the

Applicable DPA, Standard Subprocessors are identified in the public List of Standard Subprocessors, while any customer-specific subprocessors are separately authorized, where applicable, in accordance with the Applicable DPA.

11. Retention, export, deletion, and backups

Customer Content is retained, exported, deleted, and handled in backups in accordance with the applicable customer agreement, Applicable DPA, customer instructions where applicable, and applicable law. In general, customers are responsible for exporting Customer Content during the active term. For ordinary termination or expiry, Aam Digital retains and deletes Customer Content in Provider-controlled systems according to the applicable ordinary post-termination retention and deletion rules for the terminated scope. Where EU Data Act switching applies, the applicable switching, portability, retrieval, and erasure rules under the applicable customer agreement and applicable law apply to the relevant hosted customer environment. Backup handling is governed by the applicable backup lifecycle and the applicable customer agreement. Server-side deletion or termination does not by itself erase Customer Content previously stored locally on Customer- or Authorized User-controlled devices through offline-first functionality; the local-device limitations described in Section 4 apply.

Account, contract, billing, support, security, operational-monitoring, and error-monitoring data are retained only for as long as necessary for the relevant purpose, unless longer retention is required or permitted by law, such as for legal, tax, accounting, security, abuse-prevention, dispute-preservation, or contract-enforcement purposes.

12. Security measures

Aam Digital maintains technical and organizational measures to protect the hosted SaaS Service, as described in the Applicable DPA and applicable TOMs. These include measures relating to access control, confidentiality, integrity, availability, backup, monitoring, software development, and security testing. Customers remain responsible for their own devices, device security, networks, user permissions, internal access rules, staff training, and lawful configuration and use of the SaaS Service, including appropriate protection of Customer Content stored locally on Customer- or Authorized User-controlled devices.

13. International transfers

Our standard hosted SaaS model is to host Customer Content and carry out Provider-controlled processing of Customer Content and other personal data processed on Customer's behalf under the Applicable DPA within the EU/EEA, subject to feature-specific or other exceptions expressly disclosed in the Standard Subprocessor List or otherwise agreed in a binding document. Separate processing for which Aam Digital acts as controller is governed by this Privacy Policy and the applicable other privacy notices and may involve processing outside the EU/EEA as disclosed there. The Provider-controlled location commitment for processing on Customer's behalf does not restrict Customer- or Authorized User-controlled devices, access locations, or Customer-directed retrieval, export, API use, email notification, integration, or other transmission to Customer-selected recipients or destinations. Customer's authorization of access or synchronization by Authorized Users from locations outside the EU/EEA constitutes Customer's instruction to enable such access. Customer is responsible for determining whether such access or synchronization, or subsequent processing, constitutes a transfer under Chapter V GDPR and, where applicable, for ensuring compliance with applicable Chapter V requirements. Customer is likewise responsible for applicable international-transfer requirements arising from its selection and use of downstream recipients or destinations, without limiting obligations imposed directly on Aam Digital by applicable law. Where Aam Digital processes personal data outside the EU/EEA, we apply the transfer mechanism required under Chapter V GDPR. Where the European Commission has adopted an applicable adequacy decision, the transfer may be based on that adequacy decision. Where no applicable adequacy decision exists, we use appropriate safeguards where required, in particular the EU Standard Contractual Clauses, supplemented by additional measures where necessary, or another transfer mechanism permitted under applicable data protection law. Relevant controller-

side service providers and, where applicable, their processing locations are described in our list of Other Service Providers and Third-Party Services. Further information about the safeguards applicable to a particular transfer, including information on how to obtain a copy where available, can be requested through our data protection contact.

14. Data subject requests and rights

If your request concerns personal data contained in Customer Content, including beneficiary/participant data, entered into the SaaS Service by an Aam Digital customer, please contact the organization using Aam Digital for the relevant processing. That organization will handle your request as controller or, where it acts as processor, coordinate with the relevant underlying controller. Aam Digital will support the customer in accordance with the Applicable DPA and applicable law.

For processing for which Aam Digital acts as controller, you may have the right to request access, rectification, erasure, restriction of processing, and data portability, subject to the conditions under the GDPR. Where processing is based on consent, you may withdraw consent at any time with effect for the future. You also have the right to lodge a complaint with a competent data protection supervisory authority. To exercise rights regarding Aam Digital controller processing, please contact us through the data protection contact provided above.

Right to object. Where Aam Digital acts as controller and processes your personal data on the basis of legitimate interests (Art. 6(1)(f) GDPR), you have the right to object to that processing at any time on grounds relating to your particular situation. We will then stop processing the personal data unless we demonstrate compelling legitimate grounds for the processing that override your interests, rights and freedoms, or the processing is necessary for the establishment, exercise or defence of legal claims.

15. Self-hosted systems

The Aam Digital software is open source and can be hosted by customers or third parties on infrastructure not operated by Aam Digital. If you use the open-source software purely self-hosted and do not request or purchase services from Aam Digital, application data from that deployment is not shared with us merely because the software is used.

If you request support, implementation, hosting assistance, managed services, or other services for a self-hosted deployment, Aam Digital may process personal data as described in the applicable customer agreement, any applicable Order Form or statement of work, the Self-Hosted Terms where applicable, the Applicable DPA where applicable, and privacy notices.

16. Open-source contributors

Open-source contributors may contribute to the software codebase, documentation, or community project. They do not receive access to hosted Customer Content or beneficiary/participant data merely because they contribute to the open-source project.

17. No automated decisions with legal or similarly significant effect

Aam Digital does not use the processing described in this Privacy Policy for automated decision-making that produces legal effects concerning you or similarly significantly affects you within the meaning of Art. 22 GDPR. This does not mean that we do not use any technical automation; it means that we do not make decisions solely by automated means that produce legal or similarly significant effects.

18. Changes to this Privacy Policy

We may update this Privacy Policy to reflect changes in the SaaS Service, tools, subprocessors, legal requirements, or organizational practices. The current version will be published on our website. Where required by applicable law, we will provide additional notice of material changes in an appropriate manner.