

Data Processing Addendum (DPA)

Self-Hosted Deployment

This Data Processing Addendum (“**DPA**”) applies to the self-hosted deployment of the Usertour software (“**Software**”) and forms part of the agreement between:

Customer (Data Controller): The entity deploying and using the Software

Usertour (Software Provider): Usertour

This DPA may be accepted electronically and shall not require handwritten signatures to be legally binding.

1. Roles of the Parties

For the purposes of applicable data protection laws, including the EU General Data Protection Regulation (“GDPR”):

The Customer acts as the **Data Controller**.

Usertour does **not** act as a Data Processor for self-hosted deployments and does not process Personal Data on behalf of the Customer.

2. Scope of Processing

In a self-hosted deployment:

- All data is processed solely within systems controlled by the Customer.
- Usertour does not host, receive, store, or transmit Personal Data.
- Usertour has no access to Customer data by default.

3. Access

Usertour shall have no remote or direct access to Customer systems or data unless explicitly authorized in writing by the Customer for limited technical support purposes.

Any such access shall be temporary and limited in scope.

4. Security Responsibilities

The Customer is solely responsible for:

- Infrastructure security

- Access control
- Encryption
- Network and application security

Usertour may provide general security guidance but does not control the Customer's environment.

5. Sub-processors

Usertour does not appoint any sub-processors to process Personal Data in self-hosted deployments.

6. International Data Transfers

Usertour does not transfer or store Personal Data outside of the Customer's controlled environment.

7. Data Subject Rights

The Customer is solely responsible for handling Data Subject requests.

Usertour shall provide reasonable technical assistance upon request.

8. Audits

Upon reasonable written request, Usertour shall make available documentation reasonably necessary to demonstrate compliance with this DPA.

On-site audits are not required.

9. Term

This DPA remains in effect for as long as the Customer uses the self-hosted version of the Software.

Upon termination, no data return or deletion obligations apply to Usertour, as it does not store or control Customer data.

10. Liability

To the maximum extent permitted by law, Usertour shall not be liable for data protection incidents arising from Customer-controlled infrastructure, hosting, or misconfiguration.

11. Governing Law

This DPA shall be governed by the same law and jurisdiction as the primary License or Subscription Agreement between the parties.

Signatures

Customer (Data Controller)

Name:

Title:

Date:

Signature:

Usertour (Software Provider)

Name:

Title:

Date:

Signature: