Data Processing Agreement according to Art. 28 GDPR

This Data Processing Agreement is entered into on **[publication date]** ("Effective Date") between:

[INSERT NAME],
a company incorporated under the laws of **[INSERT NAME]**, having its registered office in
[INSERT NAME],
acting in its own name and as agent for any affiliate of the Customer, hereinafter referred to as the "Customer";

and

ALOS GmbH, a company incorporated under the laws of Germany with its registered office in Dieselstraße 17 in Cologne and acting in its own name, hereinafter referred to as "ALOS";

each referred to individually as a "Party" or collectively as the "Parties",

Preamble:

A.   ALOS distributes and markets scanners and provides services and solutions as well as services;
B.   The parties have concluded that ALOS processes personal data of the controller as a consequence of providing and maintaining these services;
C.   The parties have therefore included in this Agreement the mutual obligations arising from the data protection laws and regulations applicable to the processing of personal data.
D.   The data processing agreement is a supplementary part of the contract to reflect the parties' agreement with regard to the processing of personal data.

The parties have agreed the following:

Section 1 Definitions

The terms identified in this Data Processing Agreement have the following meanings (words in the singular include the plural and vice versa):

1.1 "**Contract**" means the contract between the Customer and ALOS under which the Customer has outsourced certain services to ALOS.

1.2 "**Client Affiliate**" means a legal entity that is owned or controlled by, or under common control or ownership with, the Client, where control is defined as the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity through the ownership of voting securities, by contract or otherwise.

1.3 "**Data controller**" means the legal person who determines the purposes and means of the processing of personal data; in this case, this is the customer.

1.4 "**Data Processing Agreement**" means this Data Processing Agreement including the Appendices.

1.5 "**Data Processor**" means the entity that processes personal data on behalf of the Data Controller; in this case, ALOS acts as Data Processor.

1.6 "**Data Protection Laws**" means all laws and regulations, including but not limited to the GDPR, that apply to the processing of personal data under the Contract.

1.7 "**Data Subject Request**" means a request made by an individual to the Client or ALOS by which the individual exercises the rights granted by the GDPR to individuals in relation to the Personal Data that Organizations hold about them.

1.8 "**Supervisory Authority**" means a data protection authority which is concerned by the Processing of Personal Data and which is an independent public authority established by an EU Member State in accordance with the GDPR.

1.9 "**DPO**" means the Data Protection Officer, a natural person who monitors compliance with data protection in an organization.

1.10 "**EEA**" means the European Economic Area.

1.11 "**GDPR**" means the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, which will be directly applicable in the Member States of the European Union from May 25, 2018.

1.12 "**Affiliate ALOS Entity**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with ALOS, where control is defined as the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity through the ownership of voting securities, by contract or otherwise.

1.13 "**Personal data**" means information relating to an identified or identifiable natural person that is processed by ALOS in accordance with the contract and this agreement on the processing of data.

1.14 "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed „

1.15 **"Processing"** or **"processing"** means any operation or set of operations which is performed upon data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

1.16 "**Services**" means the services to be provided by ALOS under the Contract and specified in the Contract.

1.17 "**Standard Contractual Clauses**" means the model clauses issued by the European Commission.

1.18 "**Sub-processors**" means the data processors commissioned by ALOS.

1.19 "**TOMs**" means the technical and organizational measures pursuant to Article 32 GDPR.

Section 2 Applicability

2.1 **Applicability**. The terms and conditions of this agreement apply to all processing of personal data by ALOS that constitutes commissioned processing within the meaning of Art. 28 et seq. GDPR and apply in addition to the provisions, rights(s) and obligations set out in the main contract. In the event of a conflict between the provisions of this Data Processing Agreement and the Contract, the provisions of this Data Processing Agreement shall prevail.

2.2 **Roles of the parties.** The Customer is designated as the data controller and ALOS as the data processor in relation to the personal data processed under the Agreement.

Section 3 Obligations of the customer as datacontroller

Contact for data protection. The customer is obliged to always provide ALOS with a current contact person (e-mail address) for data protection issues. ALOS will address all notifications to be made by the data processor to the controller in accordance with this contract or the GDPR exclusively to this contact person.

Section 4 Data Processing

4.1 **Instructions**. A may only process personal data in accordance with the Customer's written instructions. The Customer shall ensure that all instructions given by the Customer to ALOS under this Data Processing Agreement and the Contract are in accordance with Data Protection Laws. If ALOS considers that the instructions given by the Customer are contrary to the requirements of the applicable Data Protection Laws, ALOS shall inform the Customer thereof without undue delay. The Customer represents and warrants that it is and will remain at all relevant times duly and effectively authorized to give the instructions set out in this Section 4.1 on behalf of the Customer's respective Affiliate. The Client shall be solely responsible for the accuracy, quality and lawfulness of the Personal Data and for the means by which the Client has acquired the Personal Data.

4.2 **Details of the Processing. Annex 2** to this Data Processing Agreement contains certain information on the processing of personal data in accordance with Article 28(3) of the GDPR and possibly equivalent requirements under other data protection laws.

4.3 **Compliance with Data Protection Laws.** ALOS must comply with all applicable data protection laws when processing Personal Data.

4.4 **Confidentiality.** AL undertakes to treat the personal data as strictly confidential and not to transmit, disseminate or otherwise disclose it to third parties, unless this is agreed under Section 4, this is done on the written instructions of the customer for the purpose of executing the contract or ALOS is obliged to do so under the applicable law to which ALOS is subject. In the latter case, ALOS shall inform the customer of this legal obligation prior to processing, unless the law prohibits such information for important reasons of public interest, in which case ALOS shall inform the customer within a reasonable time after ALOS knew or should have known of the legal obligation.

Section 5 Subprocessor

5.1 **Appointment.** The Customer acknowledges and agrees that (a) A's Affiliates may be appointed as sub-processors; and (b) ALOS and ALOS's Affiliates may each appoint third party sub-processors in connection with the provision of Services. A list of sub-processors is attached at **Appendix 1** and may be amended from time to time at ALOS's sole discretion, but with at least one (1) week's notice to the Customer.

5.2 **Obligations of the Subprocessor**. For the purposes of sub-processing, ALOS shall enter into written contracts with its sub-processors containing obligations equivalent to those to which ALOS is bound under this Data Processing Agreement and, in particular, shall include an obligation on the sub-processor to implement appropriate TOMs.

5.3 **Right to object to new sub-processors.** The Customer may object to the use of a new Subprocessor by ALOS by notifying ALOS in writing without undue delay and in any event within ten (10) working days of receipt of ALOS's notification of the updated **Annex 1.** In the event of a justified objection, ALOS without the use of the proposed sub-processor by notifying ALOS in writing.

5.4 **Liability.** ALOS shall be liable for the acts and omissions of its sub-processors to the same extent that ALOS would be liable if it directly performed the services of each sub-processor under these Data Processing Terms.

Section 6 ALOS-Employees

6.1 **Confidentiality**. ALOS warrants that its employees involved in the processing of personal data under the Contract have been informed of the confidentiality of the personal data and have received appropriate training on their responsibilities. ALOS further warrants that ALOS has entered into written confidentiality agreements with its employees involved in the processing of personal data regarding the processing of such personal data. ALOS warrants that the confidentiality obligations arising from such written confidentiality agreements shall continue to apply even after termination of the employment relationship.

6.2 **Restriction of access.** ALOS warrants that ALOS's access to the Personal Data shall be limited to the employees providing the Services under the Contract.

6.3 **DPO.** ALOS has appointed a DPO who can be contacted by email at datenschutz@alos.de.

Section 7 Data Security and Audit

7.1 **Security**. ALOS shall take all technical and organizational security measures reasonably necessary to ensure a level of security appropriate to the risk, taking into account the state of the art, the cost of implementation, the nature, scope, context and purposes of the processing and the risk of varying likelihood and severity for the rights and freedoms of natural persons concerned. The applicable security measures are listed in Annex 3 of this agreement on the processing of data.

7.2 **Audit.** ALOS shall enable the Customer to conduct an audit of the technical and organizational security measures used by ALOS in the processing of personal data **("Audit").** An Audit may be carried out once per calendar year or, in the event of a reasonable suspicion of a breach of the provisions of this Data Processing Agreement or at the instruction or request of a competent supervisory authority, several times per year during ALOS's regular business hours. The Customer shall give ALOS reasonable notice of any inspection to be carried out under clause 6.1 and shall use reasonable endeavours (and shall ensure that any of its appointed inspectors do so) to avoid or, if it cannot avoid, to minimize damage, injury or disruption to ALOS's premises, equipment, employees and business whilst its employees are on those premises as part of the inspection. The purpose of the audit is to verify whether the processing of personal data by ALOS is carried out in accordance with this Data Processing Agreement and the Contract **("Purpose")**. The audit shall be carried out by an auditor who is not a competitor of ALOS, who is selected by the Customer and who, in the Customer's reasonable opinion, is neutral and has the technical knowledge and skills required to carry out the audit. The customer shall ensure that the auditor is obliged to maintain confidentiality with regard to its findings. ALOS shall grant the auditor access to its premises, responsible employees, systems and documents solely for the purpose of the audit.

7.3 **Audit costs.** The Customer shall bear all costs, remuneration, fees and expenses in connection with the audit, with the exception of internal costs incurred by ALOS in connection with the audit. If the audit reveals material breaches by ALOS, ALOS shall reimburse all actual and reasonable costs incurred by the Customer in connection with the audit.

7.4 Test results. The Customer shall provide ALOS with a copy of the auditor's report. If the report identifies a failure by ALOS to fulfill its obligations under this contract or a breach of applicable laws on the protection of personal data, ALOS shall immediately remedy this failure and/or cease the breach and provide the Customer with written confirmation of this.

Section 8 Requests from data subjects

8.1 **TOMs.** Taking into account the nature of the processing, ALOS shall assist the Customer through appropriate TOMs, to the extent reasonably possible, in fulfilling the Customer's obligation to respond to a data subject request under the GDPR or other applicable data protection laws.

8.2 **Requests from data subjects.** ALOS must, to the extent permitted by law, notify the Customer immediately if it receives a request from data subjects. To the extent the Customer is unable to process a Data Subject Request when using the Services, ALOS shall, at the Customer's request, use reasonable efforts to assist the Customer in responding to such Data Subject Request to the extent ALOS is legally entitled to do so and the response to such Data Subject Request is required under the GDPR or other data protection laws. To the extent permitted by law, the Customer shall be responsible for any costs arising from the provision of such assistance by ALOS.

Section 9 Personal data breach

9.1 **Policies and Procedures.** ALOS shall maintain appropriate security incident management policies and procedures to respond appropriately to personal data breaches.

9.2 **Notification.** Where permitted by law, ALOS shall notify the Customer of a Personal Data Breach by ALOS or its sub-processors without undue delay after ALOS becomes aware of it. The notification must contain at least the information specified in Article 28(3) of the GDPR.

9.3 **Remedy.** To the extent the Personal Data Breach has been caused by a breach by ALOS or its sub-processors of the requirements of these Data Processing Terms, the Contract or applicable Data Protection Laws, ALOS shall, taking into account the nature of the Personal Data Breach and the risk of varying likelihood and severity for the rights and freedoms of the natural persons concerned, make every effort at the Customer's direction to identify and remedy the cause of the Personal Data Breach, mitigate the risks to the rights and freedoms of the natural persons concerned and further assist the Customer with any reasonable requests regarding its compliance with Data Protection Laws in relation to Personal Data Breaches. ALOS shall be responsible for any costs arising from the provision of such assistance by ALOS.

9.4 **Further Assistance.** To the extent that the Personal Data Breach was not caused by a breach by ALOS or its sub-processors of the requirements of this Data Processing Agreement, the Contract or applicable data protection laws, ALOS shall provide all reasonable assistance to the Customer in dealing with the Customer's Personal Data Breach, taking into account the nature of the Personal Data Breach and the risk of varying likelihood and severity to the rights and freedoms of the natural persons concerned. The Customer shall be responsible for all costs arising from the provision of such assistance by ALOS.

Section 10 Data protection impact assessments and prior consultation

ALOS shall reasonably assist the Customer in carrying out any data protection impact assessments and prior consultation with supervisory authorities that the Customer reasonably requests ALOS to carry out pursuant to Article 35 or 36 of the GDPR or equivalent provisions of other data protection laws, in each case solely in relation to the processing of personal data by ALOS and taking into account the nature of the processing and the information available to ALOS.

Section 11 International Data Transfer

11.1 **International data transfers.** If ALOS transfers personal data to a third party located outside the EU/EEA and the European Commission has not recognized that country as providing an adequate level of protection for personal data and such processing is not subject to other appropriate safeguards (international data transfer), ALOS shall ensure that the international data transfer complies with the GDPR and applicable data protection laws by - inter alia - carrying out an assessment of the data transfer and ensuring that the data processing activities are subject to adequate data protection safeguards ensuring an effective level of data protection equivalent to that required by the GDPR. To ensure adequate data protection guarantees, ALOS uses standard contractual clauses for data transfers from the EU to third countries.

11.2 **Contradiction.** In the event of a conflict or inconsistency between this Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

Section 12 Deletion and return

12 **Deletion and return.** At the Customer's option, ALOS shall, in accordance with the provisions of Sections 12.2 and 12.3, delete or return the personal data to the Customer after the provision of services under the contract in connection with the processing of personal data has ended.

12.1 **Deletion.** If the customer has selected the deletion option in accordance with Section 12.1, ALOS shall delete the personal data immediately and in any case within thirty (30) days of the request for deletion.

12.2 **Return.** If the Customer has chosen the option of return in accordance with Section 11.1, ALOS shall (a) return to the Customer a complete copy of all Personal Data by secure file transfer in a format reasonably notified by the Customer to ALOS and (b) delete all other copies of the Personal Data processed by ALOS. ALOS shall comply with such written request within thirty (30) days of the date of the request.

12.3 **Retention**. ALOS is entitled to retain a copy of the personal data to the extent required by the applicable laws and only to the extent and for the period required by such applicable laws and always provided that ALOS guarantees the confidentiality of all such personal data and ensures that such personal data is only processed to the extent necessary for the purpose(s) specified in the applicable laws requiring its retention and for no other purpose.

12.4 **Confirmation.** ALOS shall confirm to the Customer in writing that it has fully complied with the provisions of this Section 12 within thirty (30) days of the date on which the Customer requested the deletion or return of the data.

Section 13 Liability

The liability of the parties and their affiliates arising out of or in connection with this Data Processing Agreement, whether in contract, tort or any other theory of liability, shall be subject to the limitations of liability agreed in the Agreement.

Section 14 Term and termination

This agreement on the processing of data runs parallel to the contract. It begins on the effective date and ends on the date of expiry or termination of the contract.

Section 15 Amendments to data protection laws

ALOS undertakes to negotiate with the Customer in a reasonable manner to amend this Data Processing Agreement and the Standard Contractual Clauses if such amendment is necessary due to the introduction of new or amended legislation on the protection of personal data.

Section 16 Governing law and jurisdiction, electronic signature

16 The place of jurisdiction shall be Düsseldorf. ALOS shall also be entitled to sue the contractual partner at the court responsible for its registered office. This contract shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

16.1 The annexes attached to this contract are an integral part of this contract. Conclusions, amendments and additions to this contract must be made in writing or by the exchange of electronic declarations of intent within the framework of electronic signature procedures by renowned providers of these procedures (e.g. "Sproof"). If electronic signature procedures are used, the party initiating the signature process undertakes to provide the other party with the official signature report available from the provider (e.g. "audit trail" from "Sproof"). No verbal agreements have been made outside of this contract.

ALOS GmbH
 [authorized signatory],
[Titel]

[Client]
[authorized signatory],
[Titel]

_____
(*signature*)

Place:

Date:

_____
(*signature*)

Place:

Date:

ALOS GmbH

 [Client]

_____
(*signature*)

Place:

Date:

_____
(*signature*)

Place:

Date:

Appendix 1: Subcontractors

Externer Unterauftragsverarbeiter	Standort der Dienstleistung und Daten-verarbeitung	ALOS-Dienstleistung	Nummer
ABBYY Europe GmbH*	Deutschland	ALOS Scan: Software Wartung	HRB 131467, AG München
Canon AT*	Österreich	Hardware Wartung für Österreich	104024 b, Handelsgericht Wien
DocuWare Europe GmbH*	Deutschland	DocuWare: Software Wartung, Service	HRB 196221, AG München
GIID Gesellschaft für Informations-Integration und Datenverarbeitung mbH*	Deutschland	DocuWare: Software Wartung, Service	HRB 10262, AG Wuppertal
Google Cloud Japan G.K. (Google data center Belgium)	Belgien	Scanservices: Cloud-Hosting Dienste für KCIM	
Heindl Bürotechnik*	Deutschland	Hardware Wartung	DE198225121, AG Regensburg
Hetzner Online GmbH	Deutschland	Scanservices: Bereitstellung SFTP Server (Standoert Deutschland)	
IBML*	Deutschland	Hardware Wartung	HRB 381994
Ic-solution GmbH*	Deutschland	Software Wartung (NUR Altverträge)	HRB 26422, AG Leipzig
ImageAccess*	Deutschland	Hardware Wartung	HRB 8290, AG Wuppertal
ImageWare Components GmbH	Deutschland	Lizenzaktivierung und -verwaltung, Software Wartung	HRB 7682, AG Bonn
Intarsys*	Deutschland	Professional Service (SignLive)	HRB 741688, AG Mannheim
JobRouter AG*	Deutschland	JobRouter: Software Wartung, Professional Service	LEI 529900W8Y2UN9YWS4D30
Kodak GmbH*	Deutschland	Software und Hardware Wartung	LEI 529900JHGDTVXCTPKB55
May Computer GmbH*	Österreich	ALOS Scan: Service (FileConverter)	FN84021k, Handelsgericht Wien
MSV Peine*	Deutschland	Hardware Wartung	HRA 100642, AG Hildesheim
PFU (EMEA) Limited-A-RICOH Company *	Deutschland	Hardware Wartung	HRB 79757, AG München
ProComp GmbH*	Deutschland	JobRouter: Professional Service (SAP)	HRB 1637, AG Hof
Rheingold AKTEX Köln GmbH	Deutschland	Scanservices: Dokumentenvernichtung	
Sattle Business Solution GmbH*	Deutschland	Professional Service	HRB 723482
Scan-Workflow*	Deutschland	Professional Service (Software Complete Service)	
SCR by Gottschalk GmbH	Deutschland	Scanservices: Logistikdienstleistungen, Dokumenteneinlagerung	HRB 52205, AG Köln
Simplify Services GmbH*	Deutschland	Professional Service	HRB 96359, AG Köln
Support-4-IT*	Deutschland	Hardware Wartung für die Schweiz	HRB200194, AG Hannover

Triumph-Adler GmbH*	Deutschland	Hardware Wartung	LEI 529900VQN7R1CFQUU946
Tungsten Automation Deutschland GmbH*	Deutschland	DocuWare: Service	HRB 725671, AG Freiburg im Breisgau
UDIT GmbH*	Deutschland	DocuWare: Software Wartung	LEI 391200EFA0PRLOWHUT20
Varelmann Beratungsgesellschaft mbH*	Deutschland	DocuWare: Professional Service (SAP)	HRB 4385, AG Oldenburg
Zeutschel GmbH*	Deutschland	Software und Hardware Wartung (Scanner)	LEI 529900OXU6IR8QIC1988

* The data is not automatically forwarded to these sub-processors. In many cases, the local service technician can service the device without further support from sub-processors. Depending on the service request, the data may be sent to one or more of these sub-processors.

Unterauftragsverarbeiter im Konzern	Standort der Dienstleistung und Daten-verarbeitung	KYOCERA-Dienstleistung	
AKI GmbH	Deutschland	Professional Services	
Annodata Ltd.	Groß Britannien	First Level Support	
KYOCERA Document Solutions Development America, Inc.*	USA	Scanservices: KCIM (Fern-) Wartung	
KYOCERA Document Solutions Austria GmbH	Österreich	Professional Services	
KYOCERA Document Solutions Deutschland GmbH.	Deutschland	Professional Services	HRB 6581, AG Neuss
KYOCERA Document Solutions Europe B.V.* (KDE) (Brand Office Germany)	Deutschland	Scanservices: KCIM Wartung	
KYOCERA Document Solutions Inc.*	Japan	Scanservices: KCIM (Fern) Wartung	
OPTIMAL SYSTEMS GmbH*	Deutschland	Scanservices: KCIM (Fern) Wartung	
TA Triumph-Adler GmbH*	Deutschland	Hardware Wartung	LEI 529900VQN7R1CFQUU946

* The data is not automatically forwarded to these sub-processors. In many cases, the local service technician can service the device without further support from sub-processors. Depending on the service request, the data may be sent to one or more of these sub-processors.

Appendix 2: EINZELHEITEN DER VERARBEITUNG VON PERSONENBEZOGENEN UNTERNEHMENSDATEN

This Annex 2 contains certain details of the processing of personal data pursuant to Article 28(3) GDPR.

This Annex is applicable if you as a customer or the end customer of your company make use of (remote) maintenance and
make use of services. The exact services also result from the detailed concept/specifications agreed between the parties

Topic	Description
Purpose and duration of the Processing of the personal data	The subject matter and duration of the processing of personal data are described in the contract and in these data processing conditions.
Name and purpose of the processing of personal data	(Remote) maintenance and service for hardware and software. software. In individual cases, the customer's representative shall grant ALOS access to a part of the company network for the purpose of maintenance company network for maintenance or service of the hardware and/or software by ALOS.
The types of personal data to be processed	All personal data to which the service technician of ALOS service technicians may come across during their (remote) maintenance and service network of the end customer.
The categories of data subjects to whom the personal data relate	All categories of affected persons, including employees of the end customer, on whom the service technician has access during his (remote) maintenance and service activities on the end customer's network may come across.
The rights and obligations of the customer and ALOS	The rights and obligations of the customer are set out in the contract and in these Data Processing Terms and Conditions.

APPENDIX 3: SECURITY MEASURES

Technical and organisational measures (TOM) within the meaning of Art. 32 GDPR

of ALOS GmbH, Dieselstraße 17, 50859 Cologne

As of: January 2023

'Organisations that collect, process or use personal data themselves or on behalf of others must take the technical and organisational measures necessary to ensure compliance with the provisions of data protection laws. Measures are only necessary if their cost is proportionate to the intended purpose of protection.'

The following documents how the above-mentioned organisation fulfils this requirement.

1. Confidentiality
1.1. Access control
- Alarm system;
- Security locks;
- Visitor logging;
- Key policy;
- Video surveillance of access points;
- Transponders for all sensitive access areas with authorisation concept;
- Separate support area with additional access control.

1.2. Access control
- Assignment of user rights;
- Authentication with individual user names with secure and regularly changing passwords;
- Use of antivirus software;
- Use of a hardware firewall;
- Use of VPN technologies;
- Encryption of hard drives and mobile data carriers;
- Encryption of communication channels.

1.3. Access control
- Authorisation concept and access rights based on requirements;
- Proper destruction of data carriers;
- Physical deletion of data carriers before reuse;
- Management of rights by system administrators;
- Password guidelines;
- Use of document shredders or certified service providers;
- When logging in, access to the remote maintenance software is only possible via individual user accounts with secure passwords;
- Access to the customer's data processing systems can only be initiated in individual cases by entering a secure combination of numbers generated individually for each case and exclusively by the customer's employees – remote access without initialisation by the customer is not technically possible.

1.4. Separation control
- Logical client separation;
- Separation of production and test systems.

1.5. Pseudonymisation
- Pseudonymisation measures are not taken as a matter of principle, as no data is stored or retained within the scope of remote maintenance.

2. Integrity

2.1. Transfer control

- Use of dedicated lines or VPN tunnels;
- Use of remote maintenance software with appropriate encryption mechanisms.

2.2. Input control

- Traceability of entries, changes and deletion of data through individual user names or pseudonyms;
- Use of document management;
- The software used for remote maintenance logs user entries in a traceable manner and the log data is retained for at least 90 days.

3. Availability and resilience

- Uninterruptible power supply;
- Devices for monitoring temperature and humidity in the server room;
- Storage of data backups in a secure, off-site location;
- Air conditioning in server rooms;
- Protective socket strips in server rooms;
- Existing backup & recovery concept;
- Separate email archiving;
- Outsourcing to a secure external data centre;
- Outsourcing of the complete backup;
- Redundant server environment.

4. Procedures for regular review, assessment and evaluation

- Data protection management;
- Information security management system;
- No order data processing within the meaning of Art. 28 GDPR without corresponding instructions from the client, e.g.: Clear contract design, formalised order management, strict selection of service providers, obligation to obtain prior assurance, follow-up checks.
- Regular training of employees through classroom training and e-learning platforms.