

Data Processing Agreement pursuant to Article 28 of the GDPR

This agreement on data processing is concluded at the time of the written order confirmation ("Effective Date") between:

the customer named in the order, who acts in its own name and as an agent for each of the customer's affiliated companies, hereinafter referred to as the "Customer":

and

ALOS GmbH, a company incorporated under the laws of Germany with its registered office at Dieselstraße 17, 50859 Cologne, acting in its own name, hereinafter referred to as "ALOS";

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

Preamble:

- A. ALOS distributes and markets scanners and offers services and solutions;
- B. The Parties have concluded that, as a result of providing and maintaining these services, ALOS processes personal data of the data controller;
- C. The Parties have therefore incorporated into this Agreement the mutual obligations arising from the data protection laws and regulations, into this Agreement;
- D. The Data Processing Agreement is an integral part of the Contract, reflecting the parties' agreement regarding the processing of personal data.

The parties have agreed as follows:

Artikel 1 Definitions

The terms defined in this Data Processing Agreement shall 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 "**Affiliate of the Customer**" means a legal entity that is owned or controlled by the Customer, or is under the Customer's control, or is under common control or common ownership with the Customer, where "control" is defined as the direct or indirect power to direct or cause the management and policies of an entity through the ownership of voting securities, by contract, or by any other means.
- 1.3 "**Data Controller**" means the legal entity that determines the purposes and means of the processing of personal data; in this case, this is the Customer.
- 1.4 "**Data Processing Agreement**": 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 the 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 Agreement.
- 1.7 "**Data Subject Request**" means a request made by an individual to the Customer or ALOS by which the individual exercises the rights granted by the GDPR to individuals with respect to the personal data that organizations have stored about them.
- 1.8 "Supervisory Authority" means a data protection authority concerned with 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 oversees compliance with data protection within 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 as of May 25, 2018.

- 1.12 "ALOS Affiliate" means a legal entity that owns or controls ALOS, is owned or controlled by ALOS, or is under common control or common ownership with ALOS, where "control" is defined as the direct or indirect power to direct or influence the management and policies of a company through the ownership of voting securities, by contract, or by any other means.
- 1.13 "**Personal Data**" means information relating to an identified or identifiable natural person that is processed by ALOS pursuant to the Contract and this Data Processing Agreement.
- 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 "process" means any operation or set of operations performed on data, whether or not by automated means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, or restriction, erasure, or destruction.
- 1.16 "Services" means the services to be provided by ALOS pursuant to the Agreement and specified therein.
- 1.17 "**Standard Contractual Clauses**" means the model clauses issued by the European Commission.
- 1.18 "Subprocessors" means the data processors commissioned by ALOS.
- 1.19 "TOMs" refers to the technical and organizational measures pursuant to Article 32 of the GDPR.

Artikel 2 Scope

- 2.1 **Applicability:** The terms and conditions of this Agreement apply to all processing of personal data by ALOS that constitutes processing on behalf of a controller within the meaning of Articles 28 et seq. of the GDPR, and apply in addition to the provisions, rights, and obligations set forth in the main contract. In the event of a conflict between the provisions of this Data Processing Agreement and the main 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 with respect to the personal data processed pursuant to the Contract.

Artikel 3 Obligations of the Customer as the Data Controller

Data Protection Contact: The Customer is obligated to always provide ALOS with an up-to-date contact person (email address) for data protection matters. ALOS will direct all communications required under this Agreement or the GDPR from the data processor to the data controller exclusively to this contact.

Artikel 4 Processing of Personal Data

- 4.1 **Instructions:** ALOS may process personal data only in accordance with the Customer's written instructions. The Customer shall ensure that all instructions the Customer provides to ALOS regarding data processing under this Agreement and the Contract are in compliance with data protection laws. If ALOS believes that the instructions provided by the Customer conflict with the requirements of applicable data protection laws, ALOS must immediately inform the Customer thereof. The Customer represents and warrants that it is and will remain duly and effectively authorized at all relevant times to issue the instructions set forth in this Section 4.1 on behalf of the relevant affiliate of the Customer. The Customer bears sole responsibility for the accuracy, quality, and lawfulness of the personal data, as well as for the means by which the Customer obtained the personal data.
- 4.2 **Details of the processing: Appendix 3** of this Data Processing Agreement contains specific information regarding the processing of personal data in accordance with Article 28(3) of the GDPR and any 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. KYOCERA undertakes to provide the customer with all necessary information to demonstrate compliance with the obligations set forth in Article 28 of the GDPR.
- 4.4 **Confidentiality:** ALOS undertakes to treat personal data as strictly confidential and not to transmit, disseminate, or otherwise disclose it to third parties, unless this is agreed upon under Article 5, is done upon the Customer's written instruction for the purpose of performing the contract, or ALOS is required to do so under 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 such a case, ALOS shall inform the Customer within a reasonable period of time after ALOS knew or should have known of the legal obligation.

Artikel 5 Subprocessors

- 5.1 **Appointment:** The Customer acknowledges and agrees that (a) entities affiliated with ALOS may be engaged as sub-processors; and (b) ALOS and entities affiliated with ALOS may each engage third-party sub-processors in connection with the provision of services. A list of subprocessors is attached in **Appendix 2** and may be amended from time to time at ALOS's sole discretion pursuant to the , provided that ALOS gives the Customer at least one (1) week's prior notice.
- 5.2 **Obligations of the Sub-Processor:** For the purposes of sub-processing, ALOS shall enter into written agreements with its sub-processors that contain obligations corresponding to those to which ALOS is bound under this Data Processing Agreement,

and shall specifically include an obligation on the part of the sub-processor to implement appropriate TOMs.

- 5.3 **Right to Object to New Subprocessors:** The Customer may object to ALOS's use of a new subprocessor by notifying ALOS in writing without delay, and in any event within ten (10) business days of receiving ALOS's notification regarding the updated **Annex 2**. In the event of a justified objection, ALOS will cooperate with the Customer in good faith to facilitate an economically reasonable modification to the provision of the Services that avoids the processing of personal data by the proposed subprocessor. If ALOS is unable to provide such a modification within a reasonable period of time, which may not exceed thirty (30) days, the Customer may terminate the Agreement solely with respect to the Services that ALOS cannot provide without the use of the proposed subprocessor by notifying ALOS in writing.
- 5.4 **Liability:** ALOS shall be liable for the acts and omissions of its subprocessors to the same extent that ALOS would be liable if it were to perform the services of each subprocessor directly under these Data Processing Terms.

Artikel 6 ALOS Employees

- 6.1 **Confidentiality:** ALOS warrants that its employees involved in the processing of personal data under the Agreement have been informed of the confidentiality of the personal data and have received appropriate training regarding their responsibilities. ALOS further warrants that it 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 under such written confidentiality agreements shall survive the termination of the employment relationship.
- 6.2 **Access Restrictions:** ALOS warrants that access to personal data by ALOS is limited to those employees who provide the services in accordance with the contract.
- 6.3 **Data Protection Officer:** ALOS has appointed a Data Protection Officer (DPO) who can be reached by email at datenschutz@alos.de .

Artikel 7 Data Security and Control

- 7.1 **Security:** ALOS shall implement all technical and organizational security measures that are reasonably necessary to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation, the nature, scope, context, and purposes of the processing, as well as the risk of varying likelihood and severity to the rights and freedoms of the data subjects. The applicable security measures are listed in **Appendix 4** of this Data Processing Agreement.
- 7.2 **Audit:** ALOS shall allow the Customer to conduct an audit of the technical and organizational security measures employed by ALOS in the processing of personal data ("Audit"). An audit may be conducted once per calendar year or, in the event of a reasonable suspicion of a breach of the provisions of this Data Processing Agreement or upon instruction or request from a competent supervisory authority, multiple times per year during ALOS's regular business hours. The Customer must notify ALOS in a reasonable manner of all audits to be conducted pursuant to Section 7.1 and must use reasonable efforts (and ensure that each of its appointed auditors does so) to prevent damage, injury, or disruption to ALOS's premises, equipment, employees, and business operations, or, if such damage, injury, or disruption cannot be prevented, to minimize it as much as possible while its employees are present on these premises in connection with the audit. The purpose of the audit is to verify whether ALOS's processing of personal data is in accordance with this Data Processing Agreement and the Contract ("Purpose"). The audit shall be conducted by an auditor who is not a competitor of ALOS, who is selected by the Customer, and who, in the Customer's reasonable judgment, is neutral and possesses the technical knowledge and skills necessary to conduct the audit. The Customer shall ensure that the auditor is bound to confidentiality regarding its findings. ALOS shall grant the auditor access to its premises, relevant employees, systems, and documents solely for the purpose of the audit.
- 7.3 **Audit Costs:** The Customer shall bear all costs, fees, charges, and expenses related to the audit, with the exception of internal costs incurred by ALOS in connection with the audit. If the audit identifies material violations by ALOS, ALOS shall reimburse the Customer for all actual and reasonable costs incurred by the Customer in connection with the audit.
- 7.4 **Audit 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 Agreement or a violation of applicable laws regarding the protection of personal data, ALOS shall immediately remedy such failure and/or cease the violation and provide the Customer with written confirmation thereof.

Artikel 8 Requests from Data Subjects

- 8.1 **TOMs:** Taking into account the nature of the processing, ALOS shall support the Customer through appropriate TOMs, to the extent reasonably possible, in fulfilling the Customer's obligation to respond to requests from data subjects pursuant to the GDPR or other applicable data protection laws.

- 8.2 **Requests from data subjects:** To the extent permitted by law, ALOS must notify the customer immediately upon receiving a request from a data subject. To the extent that the Customer is unable to process a data subject's request while using the Services, ALOS must, at the Customer's request, make reasonable efforts to assist the Customer in responding to such a data subject's request, provided that ALOS is legally authorized to do so and that responding to such a data subject's request is required under the GDPR or other data protection laws. To the extent permitted by law, the Customer is responsible for all costs arising from ALOS's provision of such assistance.

Artikel 9 Personal Data Breach

- 9.1 **Policies and Procedures:** ALOS must maintain appropriate policies and procedures for managing security incidents to respond appropriately to personal data breaches.
- 9.2 **Notification:** To the extent permitted by law, ALOS must notify the Customer without undue delay after ALOS becomes aware of a personal data breach involving ALOS or its subprocessors. The notification must contain at least the information specified in Article 28(3) of the GDPR.
- 9.3 **Remediation:** To the extent that the personal data breach was caused by a violation by ALOS or its sub-processors of the requirements of these Data Processing Terms, the Agreement, or applicable data protection laws, ALOS must, taking into account the nature of the personal data breach and the varying likelihood and severity of the risks to the rights and freedoms of the natural persons concerned, upon the Customer's instruction, make every effort 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 continue to assist the Customer with all reasonable requests regarding its compliance with data protection laws in relation to personal data breaches. ALOS is responsible for all 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 violation by ALOS or its sub-processors of the requirements of this Data Processing Agreement, the Contract, or applicable data protection laws, ALOS must provide the Customer with all reasonable assistance in addressing the personal data breach, taking into account the nature of the personal data breach and the varying likelihood and severity of the risk to the rights and freedoms of the natural persons concerned. The Customer is responsible for all costs arising from ALOS's provision of such assistance.

Artikel 10 Data Protection Impact Assessments and Prior Consultation

ALOS shall provide the Customer with appropriate assistance in conducting data protection impact assessments and prior consultation with supervisory authorities, as reasonably required of ALOS by the Customer pursuant to Articles 35 or 36 of the GDPR or equivalent provisions of other data protection laws, in each case exclusively with respect to the processing of personal data by ALOS and taking into account the nature of the processing and the information available to ALOS.

Artikel 11 International Data Transfers

- 11.1 **International data transfers:** If ALOS transfers personal data to a third party established 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 ensures that the international data transfer complies with the GDPR and applicable data protection laws by, among other things, conducting an assessment of the data transfer and ensuring that appropriate data protection safeguards apply to the data processing activities, which guarantee an effective level of data protection equivalent to that provided by the GDPR. To ensure adequate data protection safeguards, ALOS uses standard contractual clauses for data transfers from the EU to third countries.
- 11.2 **Conflict:** In the event of a conflict or inconsistency between this Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

Artikel 12 Deletion and Return

- 12.1 **Deletion and Return:** At the customer's discretion, ALOS must delete or return the personal data to the customer in accordance with the provisions of Sections 12.2 and 12.3 after the provision of services under the contract relating to the processing of personal data has been completed.
- 12.2 **Deletion:** If the Customer has chosen the deletion option pursuant to Article 12.1, ALOS shall delete the personal data without delay and in any event within thirty (30) days of the request for deletion.
- 12.3 **Return:** If the Customer has chosen the return option pursuant to Section 12.1, ALOS is obligated to (a) return to the Customer a complete copy of all personal data via secure file transfer in a format that the Customer has reasonably specified to ALOS, and (b) delete all other copies of the personal data processed by ALOS. ALOS must comply with such a written request within thirty (30) days of the date of the request.

- 12.4 **Retention:** ALOS is entitled to retain a copy of the personal data to the extent required by applicable laws, and only to the extent and for the period prescribed by such applicable laws, and always provided that ALOS ensures the confidentiality of all such personal data and ensures that such personal data is processed only to the extent necessary for the purpose(s) specified in the applicable laws requiring its retention, and for no other purpose.
- 12.5 **Confirmation:** ALOS shall confirm to the Customer in writing that it has fully complied with the provisions of this Article 12 within thirty (30) days of the date on which the Customer requested the deletion or return of the data.

Artikel 13 Liability

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

Artikel 14 Term and Termination

This Data Processing Agreement shall run concurrently with the Contract. It shall commence on the Effective Date and terminate on the date of expiration or termination of the Contract.

Artikel 15 Changes to Data Protection Laws

ALOS undertakes to negotiate with the Customer in a reasonable manner regarding any amendment to this Data Processing Agreement and the Standard Contractual Clauses if such an amendment is required due to the introduction of new or amended laws regarding the protection of personal data.

Artikel 16 Governing Law and Jurisdiction, Electronic Signature

- 16.1 The place of jurisdiction is Düsseldorf. ALOS is also entitled to sue the contracting party at the court having jurisdiction over its registered office. This contract is governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods.
- 16.2 The annexes attached to this contract are an integral part of this contract. The conclusion, amendments, and supplements to this contract must be made in writing or through the exchange of electronic declarations of intent within the framework of electronic signature procedures provided by reputable providers of such procedures (e.g., "Sproof"). When using electronic signature procedures, 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" for "Sproof"). No oral agreements outside the scope of this contract have been made.

APPENDIX 2: Subprocessors

Subcontractors of ALOS

External Subcontractor	Location of Service / Data Processing	ALOS Service	Number
ABBY Europe GmbH*	Germany	ALOS Scan: Software Maintenance	HRB 131467, Munich Local Court
Behrens & Schuleit GmbH	Germany	Software Maintenance, Service	HRB 18838, Düsseldorf Local Court
Canon AT*	Austria	Hardware Maintenance for Austria	104024 b, Vienna Commercial Court
DocuWare Europe GmbH*	Germany	DocuWare: Software Maintenance, Service	HRB 196221, Munich Regional Court
GIID GmbH*	Germany	DocuWare: Software Maintenance, Service	HRB 10262, Wuppertal Local Court
Google Cloud Japan G.K. (Google data center Belgium)	Belgium	Scanservices: Cloud hosting services for KCIM	Company: Google Cloud EMEA Limited Headquarters: Ireland LEI: 98450052CF14CFEB6435
Heindl Scanning Systems*	Germany	Hardware Maintenance	AG Regensburg VAT ID DE198225121
Hetzner Online GmbH	Germany	Scanservices: Provision of SFTP server (located in Germany)	HRB 6089, Ansbach Local Court LEI 391200XMWUW8G8MXV439
IBML*	Germany	Hardware Maintenance	HRB 381994
Ic-solution GmbH*	Germany	Software Maintenance (Existing Contracts Only)	HRB 26422, Leipzig Local Court
Image Access GmbH	Germany	Hardware Maintenance	HRB 8290, Wuppertal Local Court
ImageWare Components GmbH	Germany	License Activation and Management, Software Maintenance	HRB 7682, AG Bonn
Intarsys*	Germany	Professional Service (SignLive)	HRB 741688, Mannheim Local Court
JobRouter AG*	Germany	JobRouter: Software Maintenance, Professional Service	HRB 9205, Mannheim Local Court
K7 IT-Solutions GmbH	Germany	ALOS Scan: Software Maintenance, Service	HRB 9414
KODAK Alaris Germany GmbH*	Germany	Software and Hardware Maintenance	HRB 746032, Stuttgart Regional Court
Lexmark Deutschland GmbH	Germany	ALOS Scan: Software Maintenance, Service	HRB 9709
May Computer GmbH*	Austria	ALOS Scan: Service (FileConverter)	FN84021k, Vienna Commercial Court
MSV-Systemhaus GmbH*	Germany	Hardware Maintenance	HRA 100642, Hildesheim Regional Court
PFU (EMEA) Limited—A RICOH Company *	Germany	Hardware Maintenance	HRB 79757, Munich Local Court
ProComp Professional Computer GmbH *	Germany	JobRouter: Professional Service (SAP)	HRB 1637, Hof/Saale Local Court
REMONDIS Data Office GmbH	Germany	Scanservices: Document Destruction	HRB 2671, Coesfeld Local Court
Sattel Business Solution GmbH*	Germany	Professional Service	HRB 723482, Ulm Local Court
Scan Workflow*	Germany	Professional Service (Software Complete Service)	Sole Proprietorship VAT ID DE305812920
SCR by Gottschalk GmbH	Germany	Scanservices: Logistics services, document storage	HRB 52205, Cologne Regional Court
Simplify Services GmbH*	Germany	Professional Service	HRB 96359, Cologne Regional Court
Steigauf Data Systems GmbH	Germany	DocuWare: Software Maintenance, Service	HRB 103664, Munich Regional Court VAT ID DE 159425248
Support-4-IT*	Germany	Hardware Maintenance for Switzerland	HRB 200194, Hanover Local Court
TA Triumph-Adler GmbH—The Document Business—A Kyocera Group Company	Germany	Hardware Maintenance	HRB 27276, AG Nuremberg LEI 529900VQN7R1CFQUU946
Tungsten Automation Deutschland GmbH*	Germany	Software Maintenance	HRB 725671, Freiburg im Breisgau Local Court
UDIT GmbH*	Germany	DocuWare: Software Maintenance	HRB 14916, AG Montabaur LEI 391200EFA0PRL0WHUT20
VareImann Consulting GmbH*	Germany	DocuWare: Professional Service (SAP)	HRB 4385, Oldenburg Local Court
Zeuschel GmbH*	Germany	Software and Hardware Maintenance (Scanners)	HRB 380917, Stuttgart Local Court LEI 529900OXU6IR8QIC1988

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

subcontractors.

Subcontractors within the Group	Location of service / data processing	KYOCERA Services	Number
AKI GmbH	Germany	Professional Services	HRB 24043, AG Neuss
Annodata Ltd.	United Kingdom	First Level Support	02246366 Company Number (FCA) 669037
KYOCERA Document Solutions Development America, Inc.*	USA	Scan Services: KCIM (Remote) Maintenance	LEI 549300D0RT3SDEXCIB17
KYOCERA Document Solutions Austria GmbH	Austria	Professional Services	FN67121h, Vienna Commercial Court
KYOCERA Document Solutions Deutschland GmbH.	Germany	Professional Services	HRB 6581, Neuss Local Court
KYOCERA Document Solutions Europe Management B.V.* (KDE) (Brand Office Germany)	Netherlands	Scan Services: KCIM Maintenance	LEI 724500SZWWG01K8KQM83
KYOCERA Document Solutions Inc.*	Japan	Scanning Services: KCIM (Remote) Maintenance	Company Address: 1-2-28 Tamatsukuri, Chuo-ku, Osaka 540-8585 Japan
OPTIMAL SYSTEMS GmbH*	Germany	Scan Services: KCIM (Remote) Maintenance	HRB 38560m, AG Charlottenburg
TA Triumph-Adler GmbH—The Document Business—A Kyocera Group Company	Germany	Hardware Maintenance	HRB 27276, AG Nuremberg LEI 529900VQN7R1CFQUU946

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

APPENDIX 3: DETAILS OF THE PROCESSING OF PERSONAL BUSINESS DATA

This Appendix 3 contains specific details regarding the processing of personal data in accordance with Article 28(3) of the GDPR.

This Appendix applies if you, as a customer or the end customer of your company, utilize (remote) maintenance and service services. The exact services are also specified in the detailed concept/specifications agreed upon between the parties.

Aspect	Description
Subject matter and duration of the processing of personal data	The subject matter and duration of the processing of personal data are described in the contract and in these Data Processing Terms.
Name and purpose of the processing of personal data	(Remote) maintenance and service of or for hardware and software. In individual cases, the customer's representative grants ALOS access to a portion of the company network, following the customer's consent, for the maintenance or servicing of the hardware and/or software by ALOS.
The types of personal data to be processed	All personal data that the ALOS service technician may encounter on the end customer's network during his (remote) maintenance and service activities.
The categories of data subjects to whom the personal data relate	All categories of data subjects, including the end customer's employees, whom the service technician may encounter while performing (remote) maintenance and service activities on the end customer's network.
The rights and obligations of the customer and ALOS	The rights and obligations of the customer are set forth in the contract and in these data processing terms.

APPENDIX 4: SECURITY MEASURES

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

of ALOS GmbH, Dieselstraße 17, 50859 Cologne

As of: January 2023

“Organizations that collect, process, or use personal data themselves or on behalf of others must implement the technical and organizational measures necessary to ensure compliance with data protection laws. Measures are required only if their cost is proportionate to the intended purpose of protection.”

The following documents show how the aforementioned organization fulfills this requirement.

1. Confidentiality

1.1. Access Control

- Alarm system;
- Security locks;
- Visitor logging;
- Key management;
- Video surveillance of entrances;
- Transponders for all sensitive access areas with an authorization system;
- Separate support area with additional access control.

1.2. Access control

- Assignment of user rights;
- Authentication using individual usernames with secure, regularly changing passwords;
- Use of antivirus software;
- Use of a hardware firewall;
- Use of VPN technologies;
- Encryption of hard drives and portable storage devices;
- Encryption of communication channels.

1.3. Access control

- Authorization policy and access rights tailored to needs;
- Proper destruction of data storage media;
- Physical erasure of data storage media prior to reuse;
- Management of rights by system administrators;
- Password policies;
- Use of document shredders or certified service providers;
- Access to the remote maintenance software via logins is granted exclusively through individual user accounts with secure passwords;
- Access to the customer’s data processing systems can be initiated on a case-by-case basis exclusively by the customer’s employees by entering a secure numerical combination generated individually for each instance—remote access without initialization by the customer is technically impossible.

1.4. Separation control

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

1.5. Pseudonymization

- Pseudonymization measures are generally not taken, as no data is stored or retained in the context of remote maintenance.

2. Integrity

2.1. Data transfer control

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

2.2. Input control

- Traceability of data entry, modification, and deletion through individual usernames or pseudonyms;
- Use of document management;
- The software used for remote maintenance logs user inputs 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 at a secure, off-site location;
- Air conditioning in server rooms;
- Protected power strips in server rooms;
- Existing backup and recovery plan;
- Separate email archiving;
- Offshoring to a secure external data center;
- Outsourcing of the complete backup;
- Redundant server environment.

4. Procedures for regular review, assessment, and evaluation

- Data protection management;
- Information Security Management System;
- No data processing on behalf of a client within the meaning of Article 28 of the GDPR without appropriate instructions from the client, e.g., clear contract terms, formalized contract management, strict selection of service providers, a duty to verify compliance in advance, and follow-up checks.
- Regular employee training through in-person training sessions and e-learning platforms.