

ATTACHMENT to the license certificate and maintenance
and support contract

Regulations on order processing in accordance with Art. 28 GDPR

Between the

BENEFICIARIES OF CN-Mobility GmbH

**according to license certificate + maintenance and
support contract (main contract)**

- Controller - hereinafter referred to as the Client -

and the

CN-Mobility GmbH, Am Seifen 12, 35756 Mittenaar

- Processors - hereinafter referred to as contractors -

0. Subject matter and duration of the contract

0.1. Object

The subject matter of the data handling contract results from the license certificate and the maintenance and support contract (main contract) between the client and CN-Mobility GmbH.

0.2. Duration

The order is directly linked to the main contract referenced under point (1) and ends with it.

0.3.

Without prejudice to the preceding paragraph, the Agreement shall apply for as long as the Contractor processes the Client's personal data (including backups).

0.4.

Insofar as other agreements between the Client and the Contractor result in other agreements for the protection of personal data, this contract for order processing shall take precedence, unless the parties expressly agree otherwise.

1. Specification of the content of the contract

1.1. Nature and purpose of the envisaged processing of data

The performance of the services by the Contractor requires the processing and use of personal data.

The specific content of the contract, and the associated data processing, results from the main contract.

1.2. Type of data

The subject matter of the processing of personal data is the following data types/categories (enumeration/description of data categories)

- ☒ Personal master data
- ☒ Communication data (e.g. telephone, e-mail)
- ☒ Contract master data (contractual relationship, product or contract interest)
- ☒ Employee data and history
- ☒ User-specific data:
 - terminal number/identifier;
 - Last successful/unsuccessful synchronization;
 - Service shift data
 - Personnel number
 - (Annual)Working time

1.3. Categories of data subjects

The categories of data subjects include:

- ☒ Employees / Employees / Former Employees
- ☒ Contact

2. Technical and organisational measures

2.1.

The Contractor shall take all necessary technical and organisational measures in accordance with Art. 32 GDPR for the protection of personal data in its area of responsibility and shall hand over the documentation to the Client for review [Annex 1]. If accepted by the client, the documented measures become the basis of the contract.

2.2.

Insofar as the examination/audit of the Client reveals a need for adjustment, this shall be implemented by mutual agreement.

2.3.

The agreed technical and organisational measures are subject to technical progress and further development. In this respect, the contractor is permitted to implement alternative adequate measures in the future. The safety level of the defined measures must not be undercut. The Client shall be informed immediately of any significant changes to be documented by the Contractor.

3. Rights of data subjects

3.1.

The Contractor shall support the Client in its area of responsibility and, as far as possible, by means of suitable technical and organisational measures in answering and implementing requests from data subjects with regard to their data protection rights. The Client may not provide information, port, correct, delete or restrict the processing of the data processed on behalf of the Client on its own authority, but only in accordance with the Client's documented instructions. If a data subject contacts the Contractor directly in this regard, the Contractor shall immediately forward this request to the Client.

3.2.

Insofar as the scope of services includes, the rights to information, correction, restriction of processing, deletion and data portability shall be ensured directly by the Contractor in accordance with the Client's documented instructions.

4. Quality assurance and other obligations of the contractor

4.1.

In addition to complying with the terms of this Agreement, the Contractor shall have its own legal obligations under the GDPR; in this respect, it shall in particular ensure compliance with the following requirements:

4.1.1.

The preservation of confidentiality in accordance with Artt. 28 (3) sentence 2 (b), 29, 32 (4) GDPR. In carrying out the work, the Contractor shall only use employees who have been obliged to maintain confidentiality and who have previously been familiarised with the data protection provisions relevant to them. The Contractor and any subordinate to the Contractor who has legitimate access to personal data may only process such data in accordance with the instructions of the Client, including the powers granted in this Agreement, unless they are legally obliged to process it.

4.1.2.

The Client and the Contractor shall cooperate with the Supervisory Authority in the performance of their duties upon request.

4.1.3.

The immediate information of the Client about control acts and measures of the supervisory authority, insofar as they relate to this contract. This shall also apply to the extent that a competent authority investigates the processing of personal data during order processing at the Contractor in the context of administrative offence or criminal proceedings.

4.1.4.

Insofar as the Client is exposed to an inspection by the supervisory authority, administrative offence or criminal proceedings, the liability claim of a data subject or a third party, another claim or a request for information in connection with the order processing from the Contractor, the Contractor shall support the Contractor to the best of its ability.

4.1.5.

The Contractor regularly checks the internal processes as well as the technical and organizational measures to ensure that the processing in its area of responsibility is carried out in accordance with the requirements of the applicable data protection law and that the protection of the rights of the data subject is guaranteed.

4.1.6.

Verifiability of the technical and organisational measures taken vis-à-vis the Client within the scope of its supervisory powers pursuant to Clause 8 of this contract.

4.1.7.

The Contractor shall immediately notify the Client of any breach of personal data protection in such a way that the Client complies with its legal obligations, in particular pursuant to Art. 33, 34 GDPR. He prepares documentation of the entire process, which he makes available to the client for further measures.

4.1.8.

The Contractor shall support the Client in its area of responsibility and, as far as possible, within the framework of existing information obligations vis-à-vis supervisory authorities and data subjects, and shall provide it with all relevant information in this context without delay.

4.1.9.

Insofar as the Client is obliged to carry out a data protection impact assessment, the Contractor shall support the Client, taking into account the nature of the processing and the information available to it. The same applies to any obligation to consult the competent data protection supervisory authority.

4.2.

This contract does not release the Contractor from complying with other requirements of the GDPR.

5. Subcontracting

5.1.

Subcontracting relationships within the meaning of this provision are to be understood as those services which relate directly to the provision of the main service. This does not include ancillary services that the Contractor uses, e.g. telecommunications services, postal/transport services, cleaning services or security services. Maintenance and testing services constitute a subcontracting relationship if they are provided for IT systems that are provided in connection with a service provided by the Contractor in accordance with this contract. However, the Contractor is obliged to conclude appropriate and legally compliant contractual agreements and to take control measures to ensure the data protection and data security of the Client's data, even in the case of outsourced ancillary services.

5.2.

The contracting authority agrees to the commissioning of the subcontractors referred to in Annex 2

under the condition of a contractual agreement in accordance with Art. 28 para. 2-4 GDPR with the subcontractor.

The contractual agreement shall be presented to the Client at the Client's request, with the exception of commercial clauses without any reference to data protection law.

The outsourcing to subcontractors or the change of contractors referred to in Annex 2 existing subcontractors are permissible, are incumbent on the contractor and regularly require the information of the client with a notice period of 30 calendar days.

5.3.

Compliance with and implementation of the technical and organisational measures at the subcontractor shall be monitored by the subcontractor prior to the processing of personal data and then regularly by the contractor, taking into account the risk at the subcontractor. The Contractor shall make the inspection results available to the Client upon request. The Contractor shall also ensure that the Client can also exercise its rights under this Agreement (in particular its rights of control) directly vis-à-vis the subcontractors.

5.4.

If the subcontractor performs the agreed service outside the EU/EEA, the contractor shall ensure the admissibility under data protection law by taking appropriate

measures. The same applies if service providers within the meaning of subsection 1 sentence 2 are to be used.

6. International data transfers

6.1.

Any transfer of personal data to a third country or to an international organisation requires documented instructions from the client and requires compliance with the requirements for the transfer of personal data to third countries in accordance with Chapter V of the GDPR.

- The contractually agreed data processing takes place exclusively in a member state of the European Union or in another contracting state of the Agreement on the European Economic Area.

The Client shall permit data to be transmitted to a third country to the recipients listed in Appendix 2. The annex specifies the measures approved by the contracting authority to ensure an adequate level of protection under Art. 44 et seq. GDPR in the context of subcontracting.

6.2.

Insofar as the Client instructs a data transfer to third parties in a third country, it is responsible for compliance with Chapter V of the GDPR.

7. Client's rights of control

7.1.

The Client shall have the right to carry out inspections in consultation with the Contractor or to have them carried out by auditors to be appointed in individual cases. He has the right to satisfy himself of the Contractor's compliance with this agreement in the Contractor's business operations during normal business hours by means of random checks, which must usually be notified in good time.

7.2.

The Contractor shall ensure that the Client can satisfy itself that it has complied with the Contractor's obligations under Art. 28 GDPR. The Contractor undertakes to provide the Client with the necessary information upon request and, in particular, to provide evidence of the implementation of the technical and organisational measures.

7.3.

Proof of the technical and organisational measures to comply with the special requirements of data protection in general as well as those relating to the contract may be provided by:

- compliance with approved rules of conduct in accordance with Art. 40 GDPR;
- certification according to an approved certification procedure in accordance with Art. 42 GDPR;
- current attestations, reports or report extracts from independent bodies at the Contractor's choice (e.g. auditors, auditors, data protection officers, IT security departments, data protection auditors, quality auditors);
- a suitable certification by IT security or data protection audit (e.g. according to BSI baseline protection) at the contractor's choice.

8. Authority of the Client

8.1.

The Contractor shall process personal data only on the basis of documented instructions from the Client, unless it is obliged to process it under the law of the Member State or under Union law. Verbal instructions shall be confirmed by the Client immediately (at least in text form). The Client's initial instructions are set out in this Agreement.

8.2.

The Contractor shall inform the Client without delay if it is of the opinion that an instruction violates data protection regulations. The Contractor shall be entitled to suspend the execution of the corresponding instruction until it is confirmed or amended by the Client.

9. Deletion and return of personal data

9.1.

Copies or duplicates of the data shall not be made without the knowledge of the Client. This does not apply to backup copies, insofar as they are necessary to ensure proper data processing, as well as data that is necessary with regard to compliance with statutory retention obligations.

9.2.

After completion of the contractually agreed work or earlier upon request by the Client – but at the latest upon termination of the service agreement – the Contractor shall hand over to the Client all documents that have come into its possession, the processing and usage results created as well as data stocks in connection with the contractual relationship or, subject to prior consent, destroy them in accordance with data protection regulations. The same applies to test and scrap material. The protocol of the deletion must be submitted on request.

Place_____

Date_____

Signatures:

(Client)

(Contractor)

Appendix 1 – Technical and organisational measures

The current technical and organisational measures of the Contractor can be viewed [here](#).

Appendix 2 - Approved subcontracting

Company Subcontractor	Address/Country	Achievement	Warranties / Collateral
1&1 IONOS SE (formerly Profitbricks)	Elgendorfer Str. 57 56410 Montabaur	Server/Platform Hosting	DPA according to Art. 28 GDPR https://www.ionos.de/terms-gtc/awv/
Datadog	Eschersheimer Landstr. 14, D-60322 Frankfurt a. Main (EU Representative Office)	Monitoring, log analysis	Data Processing Addendum https://www.datadoghq.com/legal/data-processing-addendum/ Version 01- 2024 basierend auf EU-US- Data Privacy Framework
Functional Software, Inc. (Sentry)	132 Hawthorne St San Francisco, CA 94107	Error tracking / data transfer only in the event of an app/application error, stating the error code and the user	Standard Contractual Clauses (SCC) https://sentry.io/legal/dpa/ version 5.1 as of 05-2024