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<https://cn-mobility.eu/de/datenschutz/avv>

Appendix 1 to the User Agreement

Regulations on order processing in accordance with Art. 28 GDPR

between the

Recipient of the service / user responsible named in the contract

- hereinafter referred to as the client -

and the

cn-mobility GmbH, Am Seifen 12, 35756 Mittenaar

- Processors - hereinafter referred to as contractors -

0. Document information

0.1. Change overview

Version	Amendment	Author	Date
1.0	First version	Wolfgang Schüttler	10.04.2026

0.2. Approvals

Department	Name	Function	Date
Management	Christian Neumann	Managing Director - CEO	15.04.2026

1. Subject matter and duration of the contract

1.1. Re:

The subject matter of the data handling order and the essential processing operations result from the licence agreement and the user agreement (main contract) between the client and cn-mobility GmbH.

In addition, the provisions of § 8 of the User Agreement shall apply insofar as they relate to data protection aspects of the provision of services and do not contradict this contract.

1.2. Duration

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

1.3.

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

1.4.

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.

2. Specification of the content of the contract

2.1. 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.

2.2. Type of data

The subject matter of the processing of personal data is the following types/categories of data:

- 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 hours

2.3. Categories of data subjects

The categories of data subjects include:

- Employees / Former Employees
- Contact person

3. Technical and organisational measures

3.1.

In its area of responsibility, the Contractor shall take all necessary technical and organisational measures in accordance with Art. 32 GDPR for the protection of personal data and shall provide the Client with the documentation of these measures in the current version. If accepted by the client, the documented measures become the basis of the contract.

3.2.

If the examination/audit of the client reveals a need for adjustment, this must be implemented by mutual agreement.

3.3.

The current version of the technical and organisational measures can [be viewed at https://cn-mobility.eu/de/datenschutz/tom](https://cn-mobility.eu/de/datenschutz/tom).

They 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. The Contractor shall ensure versioning, including a change log.

4. Rights of data subjects

4.1.

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.

4.2.

Insofar as the scope of services includes, the rights to information, correction, restriction of processing, deletion and data portability are to be ensured directly by the contractor in accordance with documented instructions from the client.

5. Quality assurance and other obligations of the contractor

5.1.

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

5.1.1.

The preservation of confidentiality in accordance with Art. 28 para. 3 sentence 2 lit. b, 29, 32 para. 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.

5.1.2.

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

5.1.3.

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.

5.1.4.

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.

5.1.5.

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.

5.1.6.

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.

5.1.7.

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

5.1.8.

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.

5.1.9.

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.

5.1.10.

The Contractor is entitled to process personal data in the context of home office or mobile working, provided that it is ensured that:

- compliance with the agreed technical and organisational measures is also guaranteed in the home office,
- no unauthorized third parties gain access to personal data,
- local storage of personal data is generally prevented or secured by appropriate measures,
- devices used have state-of-the-art security measures (in particular encryption, access protection).

The contractor shall ensure that these requirements are reviewed regularly.

5.2.

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

5.3.

The contractor has appointed a data protection officer. At the time of conclusion of the contract, this is:

Dipl.-Ing. Lars Ebertz on behalf of EBERTZ DATENSCHUTZ GmbH (Mail: lars@ebertz-datenschutz.de).

If there are any changes, the current contact details will be [published and kept up to date](#) within the privacy policy on the www.cn-mobility.eu website.

5.4. Notification in the event of impairment of data or data carriers

If the Client's data or data carriers are affected or endangered by measures taken by third parties (in particular seizure, seizure, foreclosure or insolvency proceedings), the Contractor shall inform the Client immediately.

The Contractor shall provide the Client with appropriate support in safeguarding its rights.

6. Subcontracting

6.1.

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.

6.2.

The Client agrees to the commissioning of the subcontractors referred to in 6.5 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 subcontractors existing in accordance with Clause 6.5 are permissible, are incumbent on the Contractor and regularly require the Client to be informed with a notice period of 30 calendar days. Within the above-mentioned period, an objection by the client to cn-mobility GmbH is possible.

6.3.

Compliance with and implementation of the technical and organisational measures at the subcontractor is checked by the subcontractor in advance of 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.

6.4.

If the subcontractor provides the agreed service outside the EU/EEA, the contractor ensures that it is permissible 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.

6.5 List of subcontractors

At the time of the conclusion of the contract, the following subcontractors are involved in the provision of services:

Company Subcontractor	Address/Country	Performance	Warranties / Collateral
1&1 IONOS SE (formerly Profitbricks)	Elgendorfer Str. 57 56410 Montabaur	Server/Platform Hosting	AVV according to Art. 28 GDPR https://www.ionos.de/terms-gtc/avv/
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 based on 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

The current list of subcontractors is published under <https://cn-mobility.eu/de/datenschutz/avv> and may deviate from the overview listed here - in accordance with Clause 6.2 - due to changes.

7. International data transfers

7.1.

Any transfer of personal data to a third country or to an international organisation requires a documented instruction 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 provision of contractually agreed data processing generally takes place 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 transfer to a third country in the recipients referred to in 6.5. The measures approved by the client to ensure an adequate level of protection under Art. 44 et seq. GDPR are specified in the context of subcontracting.

7.2. Additional safeguards for third-country transfers

The Contractor shall ensure that appropriate safeguards in accordance with Art. 44 et seq. GDPR exist and are actually effective in the case of transfers of personal data to third countries.

It carries out a transfer impact assessment of the level of data protection in the recipient country prior to transmission and documents in particular:

- the legal situation in the recipient country with regard to official access powers,
- the actual probability of access,
- as well as the effectiveness of the protective measures used.

The Contractor shall implement – if necessary – additional technical and organisational measures, in particular:

- Encryption of personal data before transmission and during processing,
- ensuring that only the client or entities authorised by it have access to the decryption keys,

- Pseudonymization of personal data, insofar as this is possible in the context of processing,
- strict access restrictions according to the need-to-know principle,
- Logging and monitoring of access to personal data.

The Contractor shall ensure that access to personal data by authorities of the third country only takes place within the framework of the legal requirements and – as far as permissible – that the Client is informed of this without delay.

The Contractor shall regularly review the effectiveness of the guarantees used and adjust them if necessary.

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.

8. Client's rights of control

8.1.

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.

8.2.

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.

8.3.

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 assignment can 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;
- up-to-date attestations, reports or report extracts from independent bodies at the Contractor's choice (e.g. 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.

8.4. Extension of control rights for mobile working

The Client's control rights also extend to processing activities in the home office or in the context of mobile working – with due regard for the rights and freedoms of employees and third parties.

The Contractor shall ensure that compliance with the agreed technical and organisational measures is also possible in these cases, in particular by:

- Appropriate evidence (e.g. guidelines, protocols, technical documentation),
- Audit reports or certifications,
- as well as – where necessary and appropriate – event-related examinations.

Direct on-site inspections in private premises are only carried out to the extent necessary and in compliance with proportionality and the consent of the employee concerned (Art. 13 of the Basic Law).

9. Authority of the Client

9.1. Persons authorised to issue instructions and persons authorised to receive instructions

The Client shall designate in writing the persons authorised to issue instructions (authorised persons).

The Contractor shall accordingly designate the persons authorised to receive instructions (authorised recipients).

Changes of these persons must be notified to the other party immediately in text form.

Instructions are generally given in text form (e.g. e-mail). Verbal instructions must be confirmed immediately by the client in text form.

The Contractor is obliged to document the receipt of instructions and to record their implementation in a comprehensible manner.

The Contractor shall process personal data only on the documented instructions of the Client, unless it is obliged to process otherwise by Union or Member State law to which the Contractor is subject.

In such a case, the Contractor shall communicate these legal requirements to the Client prior to processing, unless the relevant law prohibits such communication on grounds of an important public interest.

9.2.

The Contractor shall inform the Client immediately if it is of the opinion that an instruction violates data protection regulations. The Contractor shall be entitled to suspend the execution of the relevant instruction until it is confirmed or amended by the Client.

10. Deletion and return of personal data

10.1.

Copies or duplicates of the data will 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.

10.2.

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, with 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.

11.Liability

The liability of the parties towards data subjects is governed by Art. 82 GDPR.

In the internal relationship between the client and the contractor, the following shall also apply:

- The Contractor shall be liable without limitation for damages resulting from an intentional or grossly negligent breach of its obligations under this contract or under the GDPR.
- In the event of a simple negligent breach of essential contractual obligations (cardinal obligations), the Contractor's liability shall be limited to the foreseeable damage typical for the contract.
- In all other respects, liability for simple negligent breaches of duty is excluded.

The above limitations of liability do not apply to damages resulting from injury to life, limb or health.

A limitation of liability towards data subjects within the meaning of Art. 82 GDPR is excluded.

As of: April 2026