



logicscan GmbH | Claudius-Dornier-Straße 5b | 50829 Köln

## § 1. Introduction, scope, definitions

1. This annex to the contract regulates the rights and obligations of the client and recipient within the framework of the processing of personal data on behalf of the client.
2. The annex GCU applies to all activities in which the contractor, his employees and/or subcontractors (subcontractors) commissioned by him process personal data for the principal.
3. Terms used in this Annex are to be understood in accordance with their definition in the EU Basic Regulation on Data Protection. Insofar as declarations in the following must be made "in writing", the text form according to § 126b BGB is meant.

## § 2. Subject, duration and specification of the contract

The subject matter, the duration (duration) and further details of this order for data processing result from the main contract, consisting of the general terms and conditions logicscan, orders of the client, the service description logicscan and the specific product parameters (jointly "main contract") as well as the use of the client.

The GCU refers exclusively to the installation, operation, invoicing and termination of applications (SaaS) provided by logicscan.

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In particular, the following data are part of data processing:

<b>Type of data</b>	<b>Type and purpose of data processing</b>	<b>Categories of persons concerned</b>
<b>Customer master data;</b> contract master data (contractual relationship, product or contractual interest).	Customer Activation, Tech. Operation, terminate account, request for information Affected persons	Test customers, customers, users
<b>Configuration data;</b> personal master data, usage data (participant data etc.)	Customer Activation, Tech. Operation, terminate account, request for information Affected persons	Test customers, customers, users
<b>Operating data;</b> content data/content,	Technical operation, terminate account	Test customers, customers, users

The term of the GCU is based on the term of the main contract, provided that no further obligations arise from the provisions of this Schedule.

Insofar as the contractually agreed data processing takes place in a third country (neither a member state of the European Union nor any other state party to the Agreement on the European Economic Area), this may only take place if the special requirements of Art. 44 ff. GDPRs are fulfilled.

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### § 3. Duties of the contractor

1. The contractor may only process data of data subjects within the framework of the order and the instructions of the contracting authority, unless there is an exceptional case within the meaning of article 28 para. 3 a) GDPR. The instructions are initially laid down by this contract and the main contract and can then be changed, supplemented or replaced by the client in writing or in an electronic format (text form) to the place designated by the contractor by individual instructions (individual instructions). Instructions that are not provided for in the contract are treated as a request for a change in performance. Oral instructions must be confirmed immediately in writing or in text form. The contractor shall inform the customer without delay if he is of the opinion that an instruction violates applicable laws. The Contractor may suspend the implementation of the Directive until it has been confirmed or amended by the Customer.
2. The contractor shall design the internal organisation within his area of responsibility in such a way that it meets the special requirements of data protection. He will take technical and organisational measures to adequately protect the data of the contracting authority which meet the requirements of the Basic Data Protection Regulation (Art. 32 DS-GVO). The contractor shall take technical and organisational measures to ensure the long-term confidentiality, integrity, availability and resilience of the systems and services in connection with the processing. The client is aware of these technical and organizational measures (see appendix Technical-Organizational Measures of logicscan GmbH) and is responsible for ensuring that they offer an appropriate level of protection for the risks of the data to be processed.

The contractor reserves the right to change the security measures taken, but it must be ensured that they do not fall below the contractually agreed level of protection.

3. The contractor supports the principal, as far as agreed, in the fulfilment of the requests and claims of the persons concerned according to chapter III of the GDPR as well as in the compliance with the obligations mentioned in art. 33 to 36 GDPR. Insofar as these activities are not already provided for in the main contract, the contractor can demand an appropriate remuneration for this.
4. The contractor guarantees that the employees involved in the processing of the client's data and other persons working for the contractor are prohibited from processing the data outside

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the instructions. Furthermore, the contractor guarantees that the persons authorised to process the personal data have undertaken to maintain confidentiality or are subject to an appropriate statutory duty of confidentiality. The confidentiality/non-disclosure obligation shall continue to apply even after termination of the order.

5. The contractor shall inform the principal immediately if he becomes aware of any violation of the protection of the principal's personal data. The contractor shall take the necessary measures to secure the data and to mitigate possible adverse consequences of the persons concerned and shall consult with the customer without delay.
6. The contractor shall name the contact person for any data protection issues arising within the framework of the contract.
7. The contractor guarantees to fulfil his obligations under Art. 32 para. 1 lit. d) GDPR to implement a procedure for the regular review of the effectiveness of the technical and organisational measures to ensure the security of processing.
8. The contractor corrects or deletes the data covered by the contract if the client instructs this and this is covered by the framework of instructions. If deletion in conformity with data protection or a corresponding restriction of data processing is not possible, the contractor shall undertake the destruction of data carriers and other materials in conformity with data protection on the basis of an individual order by the customer or shall return these data carriers to the customer, unless already agreed in the contract.

In special cases to be determined by the client, the goods shall be stored or handed over. Remuneration and protective measures for this are to be agreed separately, unless already agreed in the contract.

9. Data, data carriers and all other materials shall either be surrendered or deleted at the request of the customer at the end of the order.
10. In the event of a claim against the principal by a person concerned with regard to any claims under Art. 82 GDPR, the contractor undertakes to support the principal in defending the claim within the scope of his possibilities. The contractor may demand an appropriate remuneration for this.

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## § 4. Obligations of the customer

1. The customer must inform the contractor immediately and completely if he detects errors or irregularities with regard to data protection regulations in the order results.
2. In the event of a claim against the principal by a person concerned with regard to any claims pursuant to Art. 82 GDPR, Section 3 (10) shall apply mutatis mutandis.
3. The customer shall name the contact person for any data protection issues arising within the framework of the contract.

## § 5. Requests from affected persons

If a data subject contacts the contractor with claims for correction, the contractor will refer the data subject to the principal, provided that an assignment to the principal is possible according to the data of the data subject. The contractor shall immediately forward the application of the person concerned to the contracting authority. The Contractor shall support the Customer within the scope of his possibilities and upon instruction, to the extent agreed. The contractor shall not be liable if the client does not respond to the request of the person concerned, does not respond correctly or does not respond in due time.

## § 6. Verification Possibilities

1. The contractor shall prove to the principal that he has complied with the obligations laid down in this contract by suitable means.

The client and contractor agree that proof is provided by carrying out a self-audit/inspection via a questionnaire.

2. The contracting authority agrees to the appointment of an independent external auditor by the consultant, provided that the consultant provides a copy of the audit report.

The costs for the inspection shall be borne by the customer and the contractor may demand payment for assistance in carrying out an inspection. The cost of an inspection is generally limited to one day per calendar year for the contractor.

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3. If an inspection is carried out by a data protection supervisory authority or another sovereign supervisory authority of the contracting authority, paragraph 2 shall apply mutatis mutandis. It is not necessary to sign a confidentiality agreement if this supervisory authority is subject to professional or legal secrecy, in which a violation is punishable under the Criminal Code.

## § 7. Subcontractors (other contractors)

1. The use of subcontractors as additional contractors is only permitted if the customer has given his prior consent.
2. A subcontractor relationship requiring approval exists if the contractor commissions further contractors to perform all or part of the service agreed in the contract. The Contractor shall enter into agreements with such third parties to the extent necessary to ensure appropriate data protection and information security measures.

The contractually agreed services or the partial services described below are carried out with the involvement of the following subcontractors:

Name and address of the subcontractor	Description of the partial services	Comments
-	-	-

3. The Contractor shall inform the Principal about the involvement of further subcontractors or the replacement of listed subcontractors. The client cannot object to this request without good cause under data protection law.
4. If the Contractor places orders with subcontractors, the Contractor shall be responsible for transferring its data protection obligations under this contract to the subcontractor.

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## § 8. Information obligations, written form clause, choice of law

1. Should the client's data be endangered by seizure or confiscation, by insolvency or composition proceedings or by other events or measures of third parties, the contractor must inform the client immediately. The contractor shall immediately inform all persons responsible in this context that the sovereignty and ownership of the data lies exclusively with the principal as "person responsible" within the meaning of the Basic Data Protection Ordinance.
2. Amendments and supplements to this Annex and all its components - including any warranties of the Contractor - require a written agreement, which can also be made in an electronic format (text form), and an express indication that these terms and conditions are to be amended or supplemented. This also applies to the waiver of this formal requirement.
3. In the event of any contradictions, the provisions of this appendix on data protection shall take precedence over the provisions of the contract. Should individual parts of this Annex be invalid, this shall not affect the validity of the remainder of the Annex.
4. German law applies.

## § 9. Liability and Damages

A liability provision agreed between the parties in the main contract shall also apply to order processing.

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