Terms and Conditions and Agreement on Contract Data Processing

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of

ACA Advanced Computer Advertisement GmbH

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88213 Ravensburg

represented by the Managing Director Jan Brandt

TABLE OF CONTENTS

For the contractual relationship between ACA Advanced Computer Advertisement GmbH, Zuppinger Straße 18, 88213 Ravensburg (hereinafter referred to as "**Contractor**") and its customers (hereinafter referred to as "**Customer**"), the following Agreement on Contract Data Processing applies as part of the General Terms and Conditions (https://www.remoso.com/legal/agb.html).

The following agreements and conditions are deemed agreed upon conclusion of the Main Contract. By concluding the Main Contract, the Customer confirms that it has taken note of this Agreement on Contract Data Processing and accepts it.

§ 1 Object

The Parties have concluded an IT contract (hereinafter referred to as Main Contract) under which the Contractor processes personal data for the Customer within the meaning of Art. 4 (2) and Art. 28 GDPR and/or has access to said data.

These provisions apply for the specification of the mutual rights and obligations under data protection law. In case of doubt, the provisions of this Agreement take precedence over the provisions of the Main Contract.

This Agreement on Contract Processing replaces all previous regulations agreed between the Parties regarding the processing of personal data by the Contractor on behalf of the Customer.

The provisions apply to all activities that are related to the Main Contract and in which the Contractor and its employees or persons contracted by the Contractor come into contact with personal data that originate from the Customer or are collected for the Customer.

The contractually agreed service is provided exclusively in a member state of the European Union or in a state party to the Agreement on the European Economic Area.

Any relocation of the activities or parts thereof to a third country requires the prior consent of the Customer and may only take place if the special requirements of Art. 44 ff. GDPR are met (e.g. adequacy decision of the Commission, standard data protection clauses, approved codes of conduct).

§ 2 Term

The provisions apply from the date of signing of the Main Contract. The latest version of the Agreement on Contract Data Processing is always contractually relevant.

The term and notice periods are set out in the Main Contract.

The Agreement ends automatically when the Main Contract concluded between the Parties on which the data processing is based ends.

The Customer may terminate this Agreement at any time without notice if

- there is a serious breach by the Contractor of data protection regulations or the provisions of this Agreement,
- the Contractor willfully fails to carry out an instruction of the Customer,
- the Contractor denies the Customer's rights of inspection in breach of contract, or
- the Contractor persistently and continuously fails to comply with the obligations agreed in this Agreement and derived from Art. 28 GDPR

§ 3 Type and purpose of processing

The types of data processing covered by this Agreement, pursuant to Art. 4 (2) GDPR, are described below.

Purpose/type of processing:

- Hosting and operation of the **remoso Mobility Manager** application software
- Application software support
- Other services of ACA Advanced Computer Advertisement GmbH

§ 4 Groups of data subjects

The data subjects within the scope of the Main Contract, pursuant to Art. 4 (1), (13), (14), (15) GDPR, are as follows:

- Customers of the Customer
- Suppliers of the Customer
- Employees of the Customer
- Employees of the Customer's suppliers

- Employees of the Customer's business partners

- Employees of the Customer's customers

§ 5 Categories of personal data

The categories of data affected under this Agreement, pursuant to Art. 4 (1) GDPR, are:

- Address data

- Communication data

- Date of birth

- Personnel master data

- Payment data and, if applicable, credit checks

- Employee data

- Telemetry data

- Location data

- Penalty data

§ 6 Special categories of personal data, Art. 9 GDPR

The special categories of personal data, pursuant to Art. 9 GDPR, such as racial and ethnic origin, religious or philosophical beliefs, genetic data, biometric data, health data, data concerning sex life or sexual orientation or other special data are **not processed**.

§ 7 Rights and obligations and authority to issue instructions of the Customer

The Customer is solely responsible for assessing the permissibility of the processing in accordance with Art. 6 (1) GDPR and for safeguarding the rights of the data subjects in accordance with Art. 12 to 22 GDPR.

The Contractor is obliged to forward all inquiries to the latter without delay.

The Contractor may only collect, process, use or view data within the scope of the Main Contract and only in accordance with the instructions of the Customer; this applies in particular with regard to the transfer of personal data to a third country or to an international organization.

The Customer's instructions are initially set out in this Agreement and may subsequently be amended, supplemented or replaced by the Customer in writing or in text form by individual instructions. The instructions may also include corrections, deletions and blocking of data. All instructions issued must be documented by both the Customer and the Contractor.

Changes to the object of processing and procedural changes must be jointly agreed between the Customer and the Contractor and must be recorded in writing or in a documented electronic format.

The Customer informs the Contractor immediately if it discovers errors or irregularities in the examination of the order results.

§ 8 Authorized instructors

The persons authorized to issue instructions on the part of the Customer and the Contractor are specified in the Main Contract.

This also applies to the communication channels to be used for the instructions.

In the event of a change or a longer-term absence of contact persons, the contractual partner must be informed immediately and always in writing or electronically of the successors or representatives. The instructions must be kept for their period of validity and subsequently for three full calendar years.

§ 9 Confidentiality

All information exchanged between the Parties in connection with the execution of the Main Contract, in particular documents of the Parties, must be treated as strictly confidential. This also applies to all information of which the Parties become aware within the scope of this Agreement.

This information may only be passed on to third parties or viewed by third parties if this is necessary for the fulfillment of the purpose of the Agreement, permitted by law or with the consent of both the

Parties. The obligations of this provision will also remain in force after the termination of this Agreement.

§ 10 Obligations of the Contractor

The Contractor processes personal data exclusively within the framework of the Agreement made and in accordance with the instructions of the Customer, unless the Customer is obliged to process the data differently under the law of the European Union or of the Member States to which the Contractor is subject. In such a case, the Contractor notifies the Customer of these legal requirements prior to processing, unless the law in question prohibits such notification due to an important public interest (Art. 28 (3) point (a) GDPR).

The Contractor does not use the personal data provided for processing for any purposes other than the contractual purposes, in particular not for its own purposes.

The Contractor ensures that all agreed measures are carried out in accordance with the Agreement in the area of processing personal data. The Contractor ensures that the data processed for the Customer is strictly separated from other data stocks.

The data carriers that originate from the Customer or are used for the Customer are specially marked. Input and output as well as current use are documented.

The Contractor must carry out all necessary data protection checks throughout the provision of the service and repeat these regularly.

The Contractor is obliged to cooperate in the following tasks of the Customer:

– Fulfillment of the rights of data subjects in accordance with Art. 12-22 GDPR
– Creation of records of processing activities
– Carrying out any necessary data protection impact assessment
– Supporting the Customer in its tasks, insofar as these affect the contractual relationship in question
– Notification to the Customer if, in the opinion of the Contractor, an instruction issued violates statutory provisions

- Correction. Deletion and restriction of the processing of data, provided the Customer instructs this and this does not conflict with the legitimate interests of the Contractor

- Provision of information about personal data from the contractual relationship to the Contractor

- Information to third parties or data subjects, provided that the Customer gives its consent

The Contractor agrees that the Customer is entitled to check compliance with the provisions on data protection and data security as well as the provisions of this Agreement to an appropriate and necessary extent itself or through third parties commissioned by the Customer.

The Contractor warrants that it will cooperate in these checks to the extent necessary.

The Contractor warrants that it has appointed a company data protection officer where required by law. For data protection issues, you can contact datenschutz@remoso.com.

§ 11 Mobile working

Mobile working by the Contractor's employees is permitted. This means that data can also be processed outside the office (e.g. in private homes). Strict rules apply here in order to also ensure the measures pursuant to Art. 32 GDPR. Processing is only permitted via company hardware. Data is transferred via an encrypted VPN connection, ensuring strict separation between the company network and other networks (e.g. home network).

The Contractor warrants that it will familiarize the employees engaged in the performance of the work with the data protection provisions applicable to them before they commence their work and that they will be bound to secrecy in an appropriate manner for the duration of their work and after termination of the employment relationship (Art. 28 (3) point (b) and Art. 29 GDPR). The Contractor monitors compliance with data protection regulations in its operations.

§ 12 Notification obligations of the Contractor

The Contractor notifies the Customer immediately of any disruptions and breaches of data protection provisions, including those of this Agreement, by the persons employed by the Contractor. This also applies in particular with regard to any reporting and notification obligations of the Customer pursuant

to Art. 33 and Art. 34 GDPR. The Contractor undertakes to support the Customer appropriately, if necessary, in its obligations under Art. 33 and 34 GDPR (Art. 28 (3) point (f) GDPR). The Contractor may only carry out notifications for the Customer pursuant to Art. 33 or 34 GDPR in accordance with the prior instructions of this Agreement.

§ 13 Subcontractors

The Contractor is only permitted to engage subcontractors with the approval of the Customer (Art. 28 (2) GDPR).

Consent may be granted if the Contractor informs the Customer of the name and address of the subcontractor and the intended activity. In addition, the Contractor must ensure that it carefully selects the subcontractor, taking particular account of the suitability of the technical and organizational measures taken by them within the meaning of Art. 32 GDPR.

Subcontractors in third countries may only be engaged if the special requirements of Art. 44 ff GDPR are fulfilled.

The Contractor must contractually ensure that the regulations agreed between the Customer and the Contractor also apply to subcontractors. If several subcontractors are used, this shall also apply to the responsibilities between these subcontractors. In particular, the Customer must be entitled, if necessary, to carry out appropriate checks and inspections, including on site, at the premises of subcontractors or have them carried out by third parties engaged by the Customer.

The contract with the subcontractor must be drawn up in writing. (Art. 28 (4) and (9) GDPR).

The Contractor is liable to the Customer for ensuring that the subcontractor complies with the data protection obligations contractually imposed on it by the Contractor in accordance with this section of the Agreement.

The processor always informs the controller of any intended change with regard to the involvement of new subcontractors or the replacement of existing subcontractors, which gives the Customer the opportunity to object to such changes (Section 28 (2) GDPR).

A list of the subcontractors engaged is documented in the Main Contract.

§ 14 Technical and organizational measures pursuant to Art. 32 GDPR

The Contractor guarantees an appropriate level of protection for data processing. The Contractor undertakes to achieve the protection objectives pursuant to Art. 32 (1) GDPR by means of suitable technical and organizational measures.

The technical and organizational measures pursuant to Art. 32 GDPR will be provided immediately upon request.

These correspond to the state of the art at the time the Agreement is concluded.

The measures described are binding.

The Contractor undertakes to subject the measures described to regular review, assessment and evaluation of their effectiveness and to adapt them to the state of the art

The Contractor reserves the right to change the security measures taken, whereby significant changes must be agreed with the Customer and documented.

Where required by law, a company data protection officer has been appointed at the Contractor and the Customer.

§ 15 Obligations of the Contractor after termination of the Agreement, Art. 28 (3) point (g) GDPR

After completion of the contractual work, the Contractor must hand over to the Customer all data, documents and processing or usage results created in connection with the contractual relationship that have come into its possession and its subcontractors' possession, or delete them or have them destroyed in accordance with the Customer's instructions and in compliance with data protection regulations.

The deletion or destruction must be confirmed to the Customer in writing or in a documented electronic format, stating the date.

§ 16 Remuneration

No separate remuneration is agreed for the fulfillment of this Agreement.

§ 17 Liability

In the internal relationship with the Contractor, the Customer alone is responsible to the data subject for compensation for damages suffered by a data subject due to data processing or use that is inadmissible or incorrect under data protection laws.

The Parties release each other from liability if one Party proves that it is in no way responsible for the circumstance that caused damage to a data subject.

§ 18 General

Modifications of and supplements to this Agreement must be in written form. This also applies to amendments to this written form clause.

Should individual provisions of this Agreement be invalid in whole or in part or be in conflict with mandatory statutory provisions, this shall not affect the validity of the remainder of the Agreement.

The invalid provision shall be replaced by a provision that comes closest to the purpose of the cooperation agreement and the intention of the Parties.