

## Terms of Use of Linde Service Manager

Linde Material Handling GmbH, Carl-von-Linde-Platz, 63743 Aschaffenburg, Germany ("LMH") offers the use of "Linde Service Manager" ("Service"), a mobile software application, to certain distributors (each a "Distributor" and jointly the "Distributors"), each qualifying as entrepreneurs within the meaning of section 14 of the German Civil Code ("BGB").

The Service enables the collection and combination of various information relating to material handling equipment and the interaction with the LMH service backend by virtue of the LMH service network ("LMH-Extranet").

Subject to the terms and conditions of the LMH-Extranet ("Extranet GT&Cs"), a Distributor may request LMH to enrol certain customers of the Distributors (each a "Customer" and jointly the "Customers"), each qualifying as entrepreneurs within the meaning of section 14 BGB, to obtain access to the Service on behalf of the Distributor and to permit further individuals (e.g. the Customers' employees) to obtain access to the Service on behalf of the Customer.

### 1. General

The use of the Service is solely subject to this general terms and conditions ("GT&Cs"). The current version of the GT&Cs is available under: <https://www.linde-mh.com/en/Legal-Notes/Privacy-Statement/>. In case of a change of these GT&Cs, such change will be published not later than four weeks prior to the respective effective date. The changes will become integral part of the agreement between LMH and the Distributor, permitting the use of the Service, unless the Distributor contradicts to such changes.

- 1.1. Each individual who obtained access to the Service either through the Distributor (including, for the avoidance of doubt, the Customer) or the Customer in accordance with the Extranet GT&Cs (each a "User" and jointly the "Users"), will act as a proxy of the Distributor under the GT&Cs. If the Distributor terminates or modifies the entitlement of the User in this regard, LMH shall be entitled to terminate this agreement with the Distributor for good cause and to remove the Users' access to the service.
- 1.2. No other general terms & conditions, including but not limited to the Distributors' or Customers' general terms and conditions, shall become part of the agreement between LMH and the Distributor respect to the Service even if LMH does not explicitly contradict to general terms and conditions presented to it.

### 2. Establishment of the Contract and General Access to the Service

- 2.1. As a general requirement to access the Service, the User must either use the login credentials obtained in the course of the registration in the LMH-Extranet to access the Service or active the Service through the LMH-Extranet. The access to the LMH-Extranet is subject to Extranet GT&Cs and for the avoidance of doubt, nothing herein shall entitle the Distributor or the User to access the LMH-Extranet.
- 2.2. By accepting the GT&Cs (by itself or by its User), the Customer accepts the offer of LMH to establishes this agreement with respect to the Service.

### 3. Scope of Service

- 3.1. The Scope of the Service is described in detail under <https://www.linde-mh.de/LSMScope> ("**Scope of Service**") together with the term of the Service.
- 3.2. Unless agreed otherwise, the relevant services to be rendered by LMH shall solely stem from the Scope of Service and be rendered as services within the meaning of section 611 BGB.
- 3.3. LMH shall be entitled to modify the Scope of Service for substantial reasons, in particular due to new technical developments, changes of relevant jurisdiction or other comparable reasons. To the extent that a change in the Scope of Service jeopardizes the contractual balance between LMH and the Distributor, LMH shall refrain to implement such change. Apart from the before mentioned scenarios, changes to the Scope of Service require the consent of the Distributor, which can be granted by the User.

### 4. Obligations to Cooperate

- 4.1. The Distributors' obligations for cooperation or the requirements for the delivery of the Service (technical requirements as well as required configurations) are detailed in the Scope of Service.
- 4.2. The Distributor and its Users shall cooperate free of charge. If the Distributor or its Users fail to or does not cooperate timely, the rendering of the Service shall be postponed accordingly.

### 5. Entitlement of LMH

- 5.1. LMH shall be entitled to any and all rights with respect to the Service and corresponding information thereof, including its configuration, in particular with respect to copyrights, inventions, databases and technical property rights. The same applies to usage data derived from the Service by use of the User ("**Usage Data**") and any kind of documentation with respect to the Service provided by LMH.
- 5.2. LMH will make use of Usage Data in pseudonymized form for its own business purposes.

### 6. Licenses

- 6.1. The Distributors' licenses to standard software (if any) are subject to the relevant license terms thereof. Such software may only be made available to the Distributor based on the relevant end-user-license-agreements (EULA) or similar. The Distributor shall procure that each User of such software adheres to the relevant license agreements.
- 6.2. Unless agreed otherwise and subject to the full payment of any fees due for the Service, LMH grants to the Distributor a non-exclusive, non-transferable license to the Service in its compiled state (without extending to the source code) for the Distributors' business purposes for the term of this agreement and permits the Distributor (as part of such license) to grant the User access to use the Service in the same manner.

## 7. Liability

- 7.1. LMH's liability for damages caused intentionally or gross negligently by LMH, its legal representatives or agents or in case of any injury to life, physical integrity or health shall be unlimited.
- 7.2. In case of a breach of contractual obligations by LMH, which are required for the proper execution of this agreement and which the Distributor particularly expects to be fulfilled, LMH's liability shall be limited to the typical foreseeable amounts, unless the circumstances set out under 7.1 apply.
- 7.3. Any further liability of LMH shall be excluded to the fullest extent.

## 8. Confidentiality

- 8.1. The Distributor and its Users shall treat all information provided to them confidentially. The Distributor and its Users shall not be entitled to transfer and or duplicate any information provided to them, unless expressly permitted by LMH. Information which was already known to the Distributor and its Users before shall not be considered confidential information for the purposes of this declaration.
- 8.2. If the Distributor and its Users should you be required by courts, authorities or other offices or institutions with special powers, or be otherwise legally obliged, to disclose confidential information, they are obliged to immediately inform LMH in order to give LMH the opportunity either to take steps to prevent the disclosure or to release it from its confidentiality obligation according to this confidentiality declaration. Should LMH not be successful in preventing the disclosure, the Distributor and its Users shall be entitled to disclose confidential information to the extent that, in the opinion of its legal advisor, the Distributor and its Users are obliged to do so, even if not been released from its confidentiality obligation.

## 9. Data Protection

- 9.1. LMH will adhere to all applicable data protection laws and, in particular, process any personal data provided to it in accordance with such laws.
- 9.2. With respect to the personal data provided to it by the Distributor and its Users, LMH will act as a processor within the meaning of Art. 4 of the Regulation (EU) 2016/679 (General Data Protection Regulation, "**GDPR**") and process such personal data in accordance with the data processing agreement entered into by LMH and the Distributor with respect to the Service ("**DPA**").
- 9.3. The Distributor will adhere to any and all data protection laws applicable to its activities as a controller (within the meaning of Art. 4 GDPR) in accordance with the GT&Cs and the DPA, in particular with respect to the Users' access to the Service and procure for legitimate processing of the personal data submitted to LMH with respect to the Service, including but not limited to the Users' personal data.

## 10. Term

The term of this agreement equals the term of the Service as set out in the Scope of Service. If the Scope of Service does not define a specific term, LMH and the Customer may terminate this agreement any time, subject to a notice period of three months to the end of a calendar year. This shall not affect the right to terminate the contract for good cause. An important reason is, in particular,

- 10.1. where the other party is in breach of any essential provision of this contract and does not remedy such an infringement within a reasonable period set by the other party,
- 10.2. the DPA is terminated or ends due to whatsoever reason,
- 10.3. if the Distributor terminates or modifies the entitlement of the User to represent the Distributor (see 1.1).

## 11. Applicable law and jurisdiction

German law applies to this contract. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the application of conflict-of-laws provisions are excluded. The place of jurisdiction in the event of disputes between LMH and the customer in connection with the present contract is Aschaffenburg.

Last revised: 2018-10

## Data Processing Agreement (“Agreement”) with respect to Linde Service Manager

This Agreement refers to the general terms and conditions of the “Linde Service Manager” (“GT&Cs”). Any capitalized terms used but not defined herein shall have the meaning as ascribed to such in the GT&Cs.

The Distributor (“Client” or “Controller”), represented by the User, and LMH (“Processor” and together with the Controller, the “Parties”) enter into this Agreement for the processing of personal data with respect to the Service. This Agreement governs the data protection obligations of the Parties in relation to the protection of Client’s personal data.

### 1. Definitions

In this Agreement, the following terms have the following meanings:

- 1.1. **“Processor”**: A natural or legal person, public authority, agency, or other body which processes personal data on behalf of the Controller.
- 1.2. **“Third Party”**: A natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorized to process personal data.
- 1.3. **“Personal Data”**: Any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.4. **“Pseudonymization”**: The processing of personal data in such a manner that the personal data can no longer be attributed to a specific Data Subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organizational measures to ensure that the personal data is not attributed to an identified or identifiable natural person.
- 1.5. **“Controller”**: The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.
- 1.6. **“Processing”**: Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **“Personal Data Breach”**: 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.
- 1.8. **“Main Agreement”**: The agreement entered into between the LMH and the Distributor with respect to the Services, as specified in the GT&Cs.

## 2. Subject Matter and Term of this Agreement

- 2.1. This Agreement governs the duties of Processor in respect of Personal Data of the Client being processed by Processor on behalf of Client.
- 2.2. The provisions of this Agreement do not apply if and to the extent that, in accordance with the engagement, Processor is not required to carry out processing activities in respect of Client's Personal Data. In this case Client shall ensure that its Personal Data is adequately shielded from Processor.
- 2.3. Solely the Client shall determine whether the Processing is lawful and ensure that the rights of the data subjects are protected.
- 2.4. This Agreement commences at the time when the Main Agreement commences and ends upon the end of the term of Main Agreement. If Processor processes the Personal Data on the instructions of Client even after the Main Agreement ended, this Agreement shall also remain in force until the Processing carried out on the instructions of Client has ended.
- 2.5. Notwithstanding the provision in 2.4, the Parties may terminate this Agreement for good cause. If the cause relates to the breach of a duty under the Agreement, termination is permitted only after a period specified for the remedy of the breach has expired without the breach being remedied or after a warning has failed to produce any effect. Good cause for Processor shall be in particular if
  - 2.5.1. Client repeatedly issues unlawful instructions, Processor has informed Client of this without undue delay and Client has not revoked the instructions;
  - 2.5.2. Client has violated the provisions of this Agreement;
  - 2.5.3. Client has objected to the engagement of a subcontractor pursuant to this Agreement.

Moreover, the terms of the Main Agreement shall apply mutatis mutandis to this Agreement.

## 3. Nature, Scope and Place of Processing

- 3.1. Processor is authorized to access Client's Personal Data for the purpose of rendering the services pursuant to the Main Agreement to the extent described in Annex 1. The provisions of this Agreement do not expand the duties of Processor, but merely specify them in greater detail. This Agreement also governs the duties of Client.
- 3.2. Client may issue instructions that specify Processor's duties in further detail.
- 3.3. Processor is not permitted to use the Personal Data for other purposes as described in the Main Agreement and in this Agreement and in particular must not, without the prior explicit instruction of Client, transfer the Personal Data to a third party or disclose it to other recipients, unless otherwise specified in this Agreement
- 3.4. Processing under this Agreement is restricted to the territory of the European Union and the EEA, unless otherwise specified in the Annex(es) to this Agreement.

#### **4. Instructions of Client, Rights of Data Subjects, Data Protection Impact Assessment**

- 4.1. Through its instruction(s), Client is entitled to specify or to update the nature, scope, and method of data processing, security measures, Personal Data to be processed, and the groups of data subjects. This applies primarily to cases when a regulatory authority or changes to the legislation cause or require Client to issue instructions. If a Data Subject contacts Processor directly, Processor shall inform Client in text form without undue delay and ask for instructions as to how to proceed.
- 4.2. If Client carries out a data protection impact assessment, Processor shall assist it as instructed as far as is reasonable and necessary, including in respect of any prior consultations with the competent regulatory authority.
- 4.3. Instructions of Client are limited to the implementation of statutory or regulatory requirements of data protection law. They are to be distinguished from change requests. Change requests refer to changes to the scope of services that are not required in order to implement statutory or regulatory requirements or which go further than the measures necessary to implement such requirements. They are not instructions in the sense of this Agreement, but requests by Client for changes to services. Processor is entitled, but not obliged, to implement such change requests. The implementation of change requests will be remunerated separately.
- 4.4. Client will always issue instructions in writing, by fax, or by email. Client will confirm any instructions issued orally, by way of exception, without undue delay in writing or in text form.
- 4.5. Processor shall inform Client without undue delay in text form if Processor is of the view that an instruction of Client is in breach of data protection provisions or is, other than in a merely negligible way, erroneous, incomplete, contradictory, or legally or technically infeasible. When providing this information, Processor will explicitly notify Client in text form to state without undue delay whether it wishes Processor to comply with the instruction or to continue processing the Personal Data without following the instruction, until Client has reviewed the information and come to a decision.

#### **5. Duties of the Processor to Provide Information**

- 5.1. In the event of a Personal Data Breach, Client may have a duty to report the breach. Processor shall inform Client if it suspects or is aware of a (more than merely negligible) breach of the protection of Client's Personal Data by Processor or by persons under Processor's control.
- 5.2. Client may demand that Processor takes all reasonable and necessary steps to assist Client in complying with its reporting requirements.

#### **6. Duties of Client**

- 6.1. Client shall inform Processor without undue delay if it ascertains errors or irregularities when checking the output of the rendered service.
- 6.2. Client must satisfy itself, both before data processing commences and thereafter, that the technical and organizational measures put in place at Processor are being complied with. The outcome of such checks must be documented.

- 6.3. Client is responsible for compliance with the duties arising from Art. 33, 34 of the EU General Data Protection Regulation vis-à-vis the regulatory authority or vis-à-vis any data subjects affected by a Personal Data Breach.
- 6.4. Client shall inform Processor of the requirements for erasure and retention of Personal Data, and for the implementation of these requirements.

## 7. Data Protection Officer

- 7.1. Processor has appointed a data protection officer ("DPO"). The contact details are as follows: [datenschutz@kiongroup.com](mailto:datenschutz@kiongroup.com). Processor shall notify Client of changes or imminent changes in this respect.
- 7.2. Client appointed a data protection officer, or – to the extent Client is not required to appoint a data protection officer and has not done so – will provide Processor with the name of a person at Client who has accepted the duties and the responsibility of a data protection officer. Client shall notify Processor of changes or imminent changes in this respect, without being specifically requested to do so by Processor.
- 7.3. If Client is required to appoint a representative within the meaning of Art. 27 of the EU General Data Protection Regulation, it will notify Processor of the identity of this representative. Client shall notify Processor of changes or imminent changes in this respect, without being specifically requested to do so by Processor.

## 8. Persons Under Control of Processor

- 8.1. In carrying out data processing under the terms of this Agreement, Processor shall use only persons who have given a documented confidentiality undertaking and who have been familiarized in advance with the statutory data protection provisions of relevance to them and to the processing activities to be carried out on behalf of Client.
- 8.2. Processor shall ensure that all persons under its control that have access to Client's Personal Data only process such Personal Data within the scope of and in accordance with the instructions of Client and the provisions of this Agreement. The sole exception to the above provision concerns individual instances of processing activities, particularly data transfers, which Processor or the persons under its control is/are explicitly ordered to perform by a court or government authority on the basis of a statutory provision. To the extent permitted by law, Processor shall inform Client of such orders, preferably before any Personal Data is transferred.

## 9. Secure Processing Principles

- 9.1. Taking into account the currently available technology, the implementation costs, and the nature, scope, circumstances, and purposes of the Data Processing stipulated with Client, as well as the likelihood and potential severity of the risk to the rights and freedoms of individuals (risk analysis), Processor shall put in place the technical and organizational measures that are necessary to ensure that the Personal Data is appropriately protected.
- 9.2. When assessing the appropriate security level, Processor shall take account of the risks inherent in processing Client's Personal Data, including, but not limited to, the risk of inadvertent or unlawful destruction, and the loss, amendment, or unauthorized disclosure of or unauthorized access to Client's Personal Data.



- 9.3. Processor shall update and adjust the technical and organization measures in its security plan to take account of changes to the available technology, although these measures must not fall below the security and protection level specified in this Agreement.
- 9.4. Processor shall document the technical and organizational measures pursuant to this Agreement in detail in the Annex to this Agreement. Processor must keep the documentation up to date and must document any material changes.
- 9.5. The technical and organizational measures in the Annex of this Agreement are deemed to be approved and necessary when the contract is entered into; they represent all requirements which Processor is required to meet.
- 9.6. Client is obliged to review the technical and organizational measures based on its own risk analysis. Client is responsible for ensuring that the technical and organizational measures offer a level of data protection that is commensurate to the risks of the Personal Data to be processed. If the Client's risk analysis produces a result that differs from Processor's risk analysis, Client is entitled to negotiate with Processor on the adjustment of the security measures. If the Parties are unable to agree, they each have a right to terminate the Agreement by giving 14 days prior notice.

## 10. Controls

- 10.1. Client is entitled to check the performance of the services by Processor in respect of Client's Personal Data and compliance with the provisions of this Agreement, including, but not limited to, the technical and organizational measures to ensure security of the processing.
- 10.2. Upon request, Processor shall provide Client with evidence that the technical and organizational security measures have been implemented. This includes
  - evidence of compliance with approved codes of conduct pursuant to Art. 40 of the General Data Protection Regulation or
  - certification in accordance with an approved certification procedure pursuant to Art. 42 of the General Data Protection Regulation or
  - qualified self-assessment from an independent third party (such as DPO, auditor, external data protection/security auditors) in text form or
  - appropriate certification through an IT security or data protection audit (e.g. ISO 27001).

Such evidence must contain all information necessary to prove compliance with and implementation of the duties under this Agreement and of the relevant technical and organizational measures, that are intended to guarantee the security of the processing. Client may request this information once per calendar year and at shorter intervals only in the event of a legitimate suspicion of a breach by Processor of this Agreement, of which Client must inform Processor in text form.

- 10.3. Client is entitled to check compliance with the Agreement, in particular compliance with the security of the processing, by carrying out pre-announced on-site inspections at the business premises of Processor during usual business hours (9 a.m. to 6 p.m.) once every three years or to have such checks conducted by an external auditor who is subject to statutory or contractual non-disclosure obligations. Client must give two weeks' advance notice in text form of such inspections. This restriction upon Client does not apply in urgent cases (for example if there is a

suspicion of more than merely negligible breaches of this Agreement by Processor); Client must notify Processor in text form in advance in such cases.

## 11. Subcontractors

- 11.1. If and to the extent that Processor is entitled on the basis of an explicit agreement with Client to engage additional processors (subcontractors), and if the possibility that these subcontractors will have access to Client's Personal Data cannot be excluded, Processor may only engage such subcontractors and thereby potentially enable Client's Personal Data to be accessed if it has informed Client in text form of the details set out in the next paragraph and has given Client the opportunity to object, and Client has not objected within the stipulated period.
- 11.2. The information to be provided by Processor as set out above must, as a minimum, include the following in specific and detailed form:
  - 11.2.1. Identity of the subcontractor,
  - 11.2.2. The specific services to be rendered by the subcontractor for Processor,
  - 11.2.3. The experience, capacity, reliability, and IT security and data protection measures that are essential for compliance with the data protection obligations in this Agreement,
  - 11.2.4. The guarantees or assurances of the subcontractor that it will comply with the provisions of this Agreement.
- 11.3. Client is entitled, within seven days of receiving the information above, to raise an objection in text form to the engagement of a subcontractor, provided it has legitimate reason to do so. In the event of such an objection Processor is obliged to perform this Agreement and to render its services and fulfill its duties without using this subcontractor, while remaining entitled to terminate this Agreement.
- 11.4. If and to the extent that a subcontractor is given access to Client's Personal Data, Processor is obliged to enter into a data processing agreement with the subcontractor which imposes upon the subcontractor the duties set out in this Agreement. Such agreement must be established before the subcontractor first gains access to Client's Personal Data.

## 12. Return and Erasure

- 12.1. Processor is obliged, after the end of this Agreement or earlier, if so requested by Client, to return or to hand over all Personal Data of Client.
- 12.2. Details of the obligations to erase data are contained may be added in the Annex of this Agreement and, where applicable, by explicit instructions of Client. Processor is not required to have its own erasure plan. Processor is obliged without undue delay after the end of this Agreement or earlier, if so requested by Client, to erase all Personal Data that is not subject to a statutory storage or retention requirement on the part of Processor under the law of the EU or of an EU Member State, or to an explicit agreement to the contrary governing the storage or erasure of Personal Data that has been agreed with Client. Processor shall make and keep records of the erasure.

### 13. Costs to be Borne by Processor

All costs incurred by Processor or by subcontractors through processing Personal Data on behalf of Client under the terms of this Agreement, particularly those incurred on the basis of

- 13.1. an obligation to respond to data subject requests on the instructions of Client, in particular to correct, erase, or restrict Personal Data or to return Personal Data to Client and, where applicable, to transfer data (portability), or assisting in such measures,
- 13.2. an obligation to assist with the data protection impact assessment,
- 13.3. compliance with or implementation of Client's instructions,
- 13.4. the obligation to provide assistance in the fulfillment of requirements to disclose information to the regulatory authority or to data subjects,
- 13.5. the production of a qualified self-assessment,
- 13.6. on-site inspections by Client or (external) auditors required by Client, unless such inspection has identified considerable shortcomings; the burden of proof in this regard shall be with the Client,
- 13.7. additional costs for technical and organizational measures for guaranteeing security of the processing, where such measures are put in place as a result of the Parties' differing risk analyses,
- 13.8. compliance with duties to return or erase Personal Data,

will be reimbursed separately to Processor based on market hourly rates. Processor shall keep records of the costs and expenses incurred.

### 14. Amendments to this Agreement

If Processor is obliged by law to implement changes and amendments, Client is obliged to support and approve them.

### 15. Liability

- 15.1. If a data subject and/or a third party brings action against Processor in connection with data processing activities carried out by Processor on behalf of Client, Client is obliged to indemnify Processor and to pay the associated legal costs, damages, and/or fines under administrative or criminal law.
- 15.2. Above provision does not apply if Processor has failed to comply with the duties incumbent upon it under the General Data Protection Regulation or has failed to comply with lawfully issued instructions of Client or has acted in contravention of such instructions.
- 15.3. Liability limits agreed between Client and Processor in favor of Processor in the Main Agreement, also apply to Processor's liability for data processing activities under this Agreement.

## Annex

- I. Categories of Data Subjects
  - Customers
  - Others: distributors, network partners
- II. Types of Data
  - Personnel Master data
  - Communication master data
  - Customer history
- III. Scope of Processing
 

Client's core requirements are as follows:  
Creation and processing of service notifications and orders
- IV. Place where Personal Data is to be Processed
 

EEA
- V. Processing System(s), incl. Import and Export of Personal Data from Other Systems
 

Linde Global Extranet, SAP Netweaver Gateway, SAP ERP und other ERP systems of our distributors, OneSignal Mobile Push Notifications
- VI. Processor's Technical and Organizational Security Measures

### Implementation of technical and organizational measures

#### a. Confidentiality (Art. 32 (1) GDPR)

##### (1) Access control (premises)

- Alarm
- Automatic control of access
- Security locks
- Video surveillance of entries
- Key control / List
- Reception / Gate keeper
- Visitors' list
- Employee / Visitors' ID
- Visitors are in employee's company

##### (2) Access control (systems)

- Login w/ user name + password
- Antivirus-software server
- Antivirus-software clients
- Firewall
- Intrusion detection systems
- Mobile device management
- use of VPN for remote-access
- Encryption of data storages
- Encryption of smartphones
- BIOS protection (separate password)

### (3) Access control (data)

- Administration of user's rights
- Creation of user profiles
- Guideline „Safe passwords“
- Guideline „Deletion / Destruction“
- General guideline data protection and/or data security
- Manual „Manual desktop-lock“
- Frequent training of employees
- Use of authorization scheme
- User-right's administration by admins

### (4) Separation control

Separation of productive and test environment

### (5) Pseudonymization (Art. 32 (1) GDPR; Art. 25 (1) GDPR)

n/a

## b. Availability and resilience (Art. 32 (1) GDPR)

- Fire and smoke detectors
- Fire extinguisher in server room
- Control of temperature and humidity in server room
- Air-conditioned server room
- UPS system
- Safety outlet strip used in server room
- RAID System / mirror image of HD
- Video-surveillance server room
- Alarm signal for unauthorized access to server room
- Backup & recovery-concept (worded)
- Control of backup
- No sanitary equipment in or above server room
- Existence of an emergency plan (iE BSI IT-Grundschutz 100-4)
- Separated partitions for operating systems and data

## c. Integrity (Art. 32 Sec. 1 GDPR)

- Personal data can solely be changed by admins
- Supply of encrypted connections such as sftp, https
- Logging of access and retrieval
- Overview on regular processes of retrieval and transfer
- Carefully selected staff

d. Process for regularly testing, assessing and evaluating (Art. 32 (1) GDPR; Art. 25 (1) GDPR)

**(1) Data protection management**

- Security certification by ISO 27001
- The effectiveness of the technical security measures is reviewed at least once a year
- Employees trained and are obliged to maintain confidentiality

**(2) Incident response management**

- Use of a firewall and regular updating
- Use of spam-filters and regular updating
- Use of virus-scanner and regular updating
- Intrusion Detection System (IDS)
- Intrusion Prevention System (IPS)

**Data protection by default (Art. 25 (2) GDPR)**

- The amount of personal data is limited to what is necessary in relation to the purposes for which they are processed