



## Commissioned Processing

### Support for and Maintenance of IT Software Systems

*The following provisions apply to the customer (hereinafter referred to as "Principal") and ecoDMS GmbH, Dresdener Straße 1, 52068 Aachen (hereinafter referred to as "Contractor") in all cases in which ecoDMS GmbH processes data on behalf of e.g. support- / training measures, maintenance and/or care work on the client's IT software systems.*

#### **Preamble**

A contractual relationship concerning system support for and maintenance of IT software systems or a training order with possibly remote access has been established between the Parties.

This Agreement is concluded between the Parties as a supplementary regulation concerning compliance with the data protection law requirements under the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679), especially the provisions concerning commissioned processing under Art. 28 of the General Data Protection Regulation.

#### **1. General Provisions**

The Contractor will perform support or training services and/or maintenance measures on IT software systems of and on behalf of the Principal. It cannot be excluded that the Contractor may thereby obtain access to, knowledge of or process personal data to perform IT software system maintenance work or support orders of the Principal.

#### **2. Order Duration and Termination**

(1) The Contractor will perform services (support for and/or maintenance of IT software systems or training services) for the Principal. A contractual relationship ("Main Contract") has been established between the Parties based on

- a support package ([www.ecodms.de](http://www.ecodms.de)) acquired from the Principal or
- a training order placed by the Principal

This Agreement will commence upon its establishment, i.e., following acquisition of the support or training package and the documented acceptance by the Principal.

(2) Extraordinary termination rights of each Party remain unaffected.

#### **3. Subject of Contract**

The Client's order to the Contractor shall include the following work and/or services:

- Creating users on server or application level
- Setting up/granting, modifying and/or deleting user privileges
- Entering, modifying or deleting database fields
- Remote maintenance of IT systems



The order may also include the processing of the following types of personal data:

- Name and contact details of users of the IT systems
- If applicable, further data from the people concerned, that is stored in the respective IT system of the Principal.

People concerned by data processing:

- Staff of the Principal
- If applicable, customers of the Principal
- Suppliers
- Staff
- If applicable, third parties

#### **4. Principal's Rights and Obligations**

(1) The Principal has the right to issue supplementary directives concerning the type, scope and procedures of the IT software system maintenance to the Contractor. Directives may be issued:

- By email (before utilizing maintenance services)
- Orally (before utilizing maintenance services and during remote sessions)

(2) Regulations concerning compensation for additional expenditures incurred by the Contractor due to supplementary directives of the Principal will remain unaffected.

(3) The Principal will inform the Contractor without undue delay if the Principal discovers errors or irregularities related to the Contractor's maintenance work.

#### **5. Contractor's General Obligations**

(1) The Contractor must organize its business and operations to ensure protection against unauthorized third-party obtainment of data which the Contractor may access through the maintenance work.

(2) The Contractor must inform the Principal without undue delay if the Contractor considers a directive of the Principal to infringe on legal regulations. The Contractor may suspend performance of such directives until they are confirmed or amended by the Principal.

(3) The Contractor must inform the Principal without undue delay about any violation of data protection regulations, contractual agreements and/or directives of the Principal caused in relation to data processing by the Contractor or by another person involved in the processing.

(4) If the Contractor discovers or if facts justify suspicions that:

- Special types or special categories of personal data in the sense of Art. 9 of the General Data Protection Regulation or
- Personal data subject to professional secrecy or



- Personal data referring to criminal actions or administrative offenses or suspicions thereof or
- Personal data concerning bank or credit accounts

has been unlawfully transferred or obtained, the Contractor must inform the Principal completely and without undue delay in written or text form (fax/email) about the time, type and scope of the incident(s). This information must explain the unlawful obtainment and its potential adverse effects. Furthermore, the Contractor must state without undue delay which measures the Contractor implemented to prevent future unlawful transfers or obtainment by third parties.

(5) The Contractor must fulfill the obligations under Art. 30(2) of the General Data Protection Regulation to maintain a record of all categories of processing activities.

(6) In accordance with Art. 28 (3)(f) of the GDPR, the contractor undertakes to support the person responsible in complying with his obligations under Art. 32 to 36 of the GDPR.

## **6. Monitoring Rights**

(1) The Principal has the right to monitor at any time to the necessary extent compliance with legal regulations concerning data protection and/or contractual regulations concluded between the Parties and/or directives of the Principal by the Contractor.

(2) The Contractor must provide information to the Principal if necessary for monitoring in the sense of Subsection 1.

(3) With prior registration and with appropriate notice, the Principal may perform monitoring actions in the sense of Subsection 1 during regular business hours at the Contractor's establishment. The Principal will ensure that monitoring actions are only performed to the necessary extent if the Contractor's operations are disturbed thereby.

(4) If supervisory authorities take measures against the Principal under Art. 58 of the General Data Protection Regulation pursuant to Section 40 of the German Federal Data Protection Act [Bundesdatenschutzgesetz, BDSG], the Contractor must provide any necessary information to the Principal, especially concerning obligations to provide information and to perform monitoring actions.

## **7. Remote Maintenance**

(1) If the Contractor performs IT system maintenance remotely, the Contractor must enable effective monitoring of the remote maintenance by the Principal. This may be done, e.g., through technology that allows the Principal to track the work performed by the Contractor on a monitor or similar device.

(2) If the Principal is subject to professional secrecy in the sense of Section 203 of the German Criminal Code [Strafgesetzbuch, StGB], the Principal will be responsible for preventing unauthorized disclosure in the sense of Section 203 of the German Criminal Code through the remote maintenance.



(3) If the Principal does not wish to watch the remote maintenance activities via a monitor or similar device, the Contractor must document the work performed by the Contractor in an appropriate manner.

## **8. Subcontractors**

(1) For the performance of the Main Contract, the Contractor commissioned the subcontractor:

applord GmbH  
Dresdener Straße 1  
D-52068 Aachen  
Germany

Like the Contractor, this subcontractor is a subsidiary of the applord Holding Europe GmbH. (2) The Contractor may only commission additional subcontractors with the written authorization of the Principal.

(3) The Contractor must select subcontractors diligently and check whether they are able to fulfill the agreements concluded between the Principal and the Contractor prior to their commissioning. The Contractor must especially monitor in advance and regularly during the duration of the contract whether subcontractors implemented the technical and organizational measures required by Art. 32 of the General Data Protection Regulation for the protection of personal data. The results of these reviews must be documented by the Contractor and submitted to the Principal on request. The Contractor must obtain confirmation from subcontractors of the appointment of a company data protection officer under Art. 37 of the General Data Protection Regulation pursuant to Section 38 of the German Federal Data Protection Act if subcontractors are required by law to appoint a data protection officer.

(4) The Contractor must ensure that the regulations of this Agreement and any supplementary directives of the Principal also apply to subcontractors. The Contractor must regularly monitor compliance with these obligations.

(5) Subcontractors must be obligated in writing. A written copy of the obligation must be submitted to the Principal on request.

(6) The Contractor must especially ensure through contractual regulations that the monitoring rights (Section 5 of this Agreement) of the Principal and of supervisory authorities also apply to subcontractors and that corresponding monitoring rights of the Principal and of supervisory authorities are agreed. It must also be regulated contractually that subcontractors must accept these monitoring measures and on-site inspections.

## **9. Data Secrecy**

(1) When processing data for the Principal, the Contractor must maintain confidentiality. The Contractor must comply with the same secrecy protection rules as the Principal. The Principal must inform the Contractor about any special secrecy protection rules.

(2) The Contractor assures awareness of applicable data protection regulations and of their application. The CP Agreement - 5/6 Contractor further assures that employees involved in the



performance of the work will be familiarized with applicable data protection regulations and appropriately subjected to confidentiality requirements in accordance with Art. 28(3) Letter b of the General Data Protection Regulation if they are not already subject to adequate legal confidentiality requirements.

## **10. Safeguarding Data Subject Rights**

The Principal is solely responsible for safeguarding data subject rights. In accordance with Art. 28(3)(e) GDPR, the Contractor undertakes to support the person responsible in exercising the rights of the persons concerned.

## **11. Technical and Organizational Data Security Measures**

The Contractor assures compliance with technical and organizational measures necessary for compliance with applicable data protection regulations to the Principal.

## **12. Termination**

(1) After this Agreement ends, the Contractor must hand over to the Principal any documents, data and produced processing and usage results related to the order and in the Contractor's possession. Data carriers of the Contractor must then be physically erased, including backups of the Contractor. Erasure must be adequately documented. Testing and scrap material must be destroyed or physically erased without undue delay.

(2) The Principal has the right to monitor the complete and contractual return and erasure of the data by the Contractor, including by inspecting data processing systems at the Contractor's establishment. On-site inspections will be announced by the Principal with appropriate notice.

## **13. Final Provisions**

(1) The law of the Federal Republic of Germany applies. The UN sales convention is excluded.

(2) Should individual parts of this Agreement be invalid, this will not affect the validity of the remaining regulations of this Agreement.