General Terms and Conditions of Business
Data protection for order processing in accordance with Art. 28 DS-GVO (German Data Protection Ordinance) of

keytech Software GmbH
Suderwichstraße 68
45665 Recklinghausen
Germany

– hereinafter referred to as the contractor –

Subject of the GTC

The subject matter of these GTC is the written agreement of data protection matters with the contractor. It applies to all activities connected with the individual client contract ("**main contract**") in which employees of the contractor or agents of the contractor process personal data ("**data**") of the client ("**order processing**").
The detailed processing agreements are defined by the individual client contract (**main contract**).

Subject, duration and specification of order processing

1. The subject matter and duration of the order are specified in the main contract. The duration of these General Terms and Conditions is based on the duration of the contract, provided that the provisions of these General Terms and Conditions do not give rise to additional obligations.

2. **The type and purpose** of the processing result from the scope of the individual processing of the client. These include system operation and digital data processing.

3. **The group of persons affected** by the handling of their personal data within the scope of this order - whereby the group of persons affected is determined by the data processing processes of the client:

    i. Employees of the client
    ii. Customers of the client
    iii. Employee data of the client's customer

4. The type of data processed within the scope of data processing shall be determined by the client himself. Examples of processed data are::

    i. Customer data of the client
    ii. Customer addresses of the client

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5. The provision of the contractually agreed data processing shall take place exclusively in the **territory of the Federal Republic of Germany**, in a **member state of the European Union** or in a **contracting country** to the Agreement on the European Economic Area. Any **transfer to a third country requires the consent of the client** and may only take place if the special requirements of Art. 44 ff. DS-GVO are fulfilled.

Scope and responsibility

The contractor processes personal data on behalf of the client. This includes activities that are specified in the main contract. Within the framework of this contract, the client is solely responsible for compliance with the legal provisions of the data protection laws, in particular for the legality of data transfer to the contractor and for the legality of data processing ("responsible person" within the meaning of Art. 4 No. 7 DS-GVO).

Commitment to confidentiality

1. The contractor confirms that he is aware of the relevant data protection regulations. He is obligated to ensure that the principles of legality, good faith and transparency are observed in the processing of the client's personal data in accordance with the order. Furthermore, he is obliged to abide by the same rules of secrecy protection as are incumbent on the client.

2. The contractor assures that he will strictly observe confidentiality during processing and has committed the employees involved in data processing in accordance with the order to confidentiality in writing and has made them familiar with the data protection regulations relevant to them. The contractor shall monitor compliance with data protection regulations.

3. The confidentiality/discretion obligation shall continue to apply even after termination of the contract.

4. The contractor obligates himself and his employees to maintain secrecy about not generally known, commercially relevant and significant matters of the client (business secrets).

5. The client is obliged to treat confidentially all knowledge of business secrets and data secrets of the contractor acquired within the scope of the contractual relationship.

Obligations of the customer

1. The client alone is responsible for assessing the admissibility of data processing / collection / use and for safeguarding the rights of those concerned.

2. The client places all orders or partial orders in writing. Changes to the object of processing and changes to procedures are to be agreed jointly and recorded in the contract.

3. The client must inform the contractor immediately and completely if he detects errors or irregularities with regard to data protection regulations in the order results.

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4. The client is obligated to treat confidentially all knowledge of business secrets and data security measures of the contractor acquired within the scope of the contractual relationship.

5. The client shall name to the contractor

    a) the contact person for data protection issues arising within the scope of the contract,

    b) the persons empowered to give orders and

    c) the extent to which these persons are authorized to give orders in accordance with b).

Obligations of the contractor

1. The contractor processes personal data exclusively within the framework of the agreements made and in accordance with the instructions of the contracting authority, unless there is an exceptional case within the meaning of Article 28 para. 3 a) DS-GVO. The contractor shall inform the client immediately 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 client.

2. The instructions are initially defined in an appendix to the main contract and can then be amended, supplemented or replaced (individual instructions) by the client in writing or in an electronic format (text form) to the place designated by the contractor (appendix 3). Instructions that are not provided for in the main contract are treated as a request for a change in service. Oral instructions must be confirmed immediately in writing or in text form.

3. The contractor has to correct, delete and block personal data if the client requests this in the agreement made or in an instruction.

4. The contractor shall not use the data provided for data processing for any other purposes. Copies or duplicates are not made without the knowledge of the client.

5. The contractor shall design the internal organization within his area of responsibility in such a way that it meets the special requirements of data protection.

    a) The contractor shall take technical and organizational measures to ensure the long-term confidentiality, integrity, availability and resilience of the systems and services in connection with the processing.

    b) The contractor shall keep a register of all categories of processing activities under Article 30 paragraph 2 of the DS-GVO which he carries out on behalf of a responsible person.

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c) The client is aware of these technical and organizational measures and is responsible for ensuring that they offer an appropriate level of protection for the risks of the data to be processed.

d) The contractor reserves the right to modify, further develop or adapt the safety measures taken to technical progress, however, it must be ensured that the level of protection does not fall below the contractually agreed level. Important changes are documented and the documentation is made available to the client without being asked.

6. Should the security measures taken by the contractor no longer meet the requirements of the client, he shall inform the client immediately. The same applies to disturbances, infringements of data protection regulations or the specifications made in the order by the contractor or his employees as well as to suspected data protection infringements or irregularities in the processing of personal data.

7. The contractor shall not use the data provided by the client for any purpose other than that specified in the service contract or these general terms and conditions. Copies or duplicates are not made without the knowledge of the client.

8. The data carriers provided by the client or used for the client are specially marked and are subject to ongoing -automated - administration. Input and output are documented.

9. To the extent agreed, the contractor shall assist the client within his possibilities in fulfilling the requests and claims of the persons concerned in accordance with Chapter III of the DS-GVO and in complying with the obligations specified in Articles 33 to 36 DS-GVO. For support services which are not included in the main contract or which are attributable to misconduct on the part of the contractor, the contractor can demand payment.

10. 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 the instructions. Furthermore, the contractor guarantees that the persons authorized to process the personal data have obligated themselves to confidentiality or are subject to an appropriate statutory duty of confidentiality. The confidentiality / discretion obligation shall continue to apply even after termination of the order.

11. The contractor shall immediately inform the client if he becomes aware of any breaches of the protection of the client's personal data. The contractor shall take the necessary measures to secure the data and to reduce possible adverse consequences of the persons concerned and shall consult with the client without delay.

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Data protection officer of the contractor
The contact person for data protection issues arising within the scope of the contract is

Mr. Dipl. Inform. Olaf Tenti
GDI Gesellschaft für Datenschutz und Informationssicherheit mbH
as external data protection officer
Fleyer Str. 61
58097 Hagen
Germany
Phone: +49 (0) 2331 / 35 68 32-0
Fax: +49 (0) 2331 / 35 68 32-1
Email: datenschutz@gdi-mbh.eu
Internet: http://gdi-mbh.eu/

The client will be informed immediately of any change of data protection officer.

Requests from affected persons

1. If an affected person addresses the contractor with claims for correction, deletion or information, the contractor shall refer the person concerned to the client, provided that an association to the client is possible according to information provided by the person concerned. The contractor shall immediately forward the application of the person concerned to the client. The Contractor shall support the client as far as agreed upon within the scope of his possibilities. 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.

2. In the event of a claim against the client by a person concerned with regard to any claims under Art. 82 DS-GVO, the contractor is obligated to support the client in defending the claim within the scope of his possibilities. For support services which are not included in the main contract or which are attributable to misconduct on the part of the contractor, the contractor can demand payment.

3. In the event of a claim against the contractor by a person concerned with regard to any claims under Art. 82 DS-GVO, No. 2 shall apply accordingly.

Proof of obligations

1. Upon request, the contractor shall prove to the client compliance with the obligations laid down in this contract, in particular the technical and organizational means pursuant to § 3 para. 2 of this contract, by suitable means. Proof of the implementation of the technical and organizational measures can be provided by

    a) Certificate on data protection (issued by the data protection officer)

b) Current reports of the data protection officer

2. If inspections by the client or an auditor commissioned by the client are required in individual cases, they shall be carried out during normal business hours without disrupting operations after notification and taking into account an appropriate lead time of at least 3 weeks. The contractor may make them subject to prior notification with a reasonable lead time and to the signing of a confidentiality agreement with regard to the data of other customers and the technical and organizational measures set up.

3. If the auditor commissioned by the client is in a competitive relationship with the contractor, the contractor has a right of objection against the auditor.

4. For assistance in carrying out an inspection which is not included in the main contract, the contractor may demand payment.

5. The expense of an inspection is generally limited to one day per calendar year for the contractor.

6. If an inspection is carried out by a data protection supervisory authority or another sovereign supervisory authority of the client, 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.

Subcontractors (other contract processors)

1. By signing this contract, the client agrees that the contractor may call in subcontractors (general written approval pursuant to Art. 28 para. 2 DS-GVO).

2. The subcontractors consulted by the contractor in accordance with Appendix 2 (with contractual basis) to these GTC shall be deemed to have been approved upon signing of the contract.

3. Changes (involvement or substitution) of subcontractors shall be notified by publication. The contractor can object within 14 days after publication of the change for an important reason. If there is no objection within this period, the consent to the change shall be deemed given. The order is placed with the subcontractor only after the deadline has expired.

4. If the contractor places orders with subcontractors, the contractor is responsible for transferring its data protection obligations under the main contract and these GTC to the subcontractor.

5. The contractor verifiably and conscientiously verifies compliance with the contractually guaranteed safety measures.

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6. Not to be understood as sub-contractual relationships in the sense of these GTC are such services which the contractor uses with third parties as an ancillary service to support the execution of the order (e.g. telecommunication services, maintenance and user service, cleaning staff, inspectors or the disposal of data carriers). However, in order to guarantee the protection and security of the client's data, the contractor is obligated to make appropriate contractual agreements in accordance with the law and to take control measures, even in the case of ancillary services provided by third parties.

7. The registered office of the subcontractors involved is in one or more EU member states.

Information obligations, written form clause, right of retention, 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 client as "person responsible" within the meaning of the Basic Data Protection Regulation.

2. Additional agreements must be made in writing.

3. The plea of the right of retention in the sense of § 273 BGB is excluded with regard to the processed data and the associated data carriers.

4. 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 appendix be invalid, this shall not affect the validity of the remaining parts of this appendix.

5. German law applies.

Correction, deletion, blocking and return of personal data

1. The contractor shall correct, delete or block the data subject to the contract if the client instructs this and this is covered by the instruction framework and shall keep a record of the deletion or correction.

2. If a deletion in conformity with data protection or a corresponding restriction of data processing is not possible, a) the contractor takes over the data protection conform destruction of data carriers and other materials on the basis of an individual order by the client or b) returns these data carriers to the client, unless already agreed in the contract.

3. Should the contractor incur costs due to the destruction of data carriers and other materials in conformity with data protection regulations for which the contractor is not responsible, he may demand payment.

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

5. After the end of the contract, all data, data carriers and all other materials, including processing and usage results, must either be handed over or physically deleted at the request of the client. In the case of test and scrap materials, an individual order is not required. If additional costs arise due to deviating specifications in the handing over or deletion of the data, the client shall be liable for these. The deletion or destruction must be documented.

Payment
The payment is determined by the individual main contract.

Liability and compensation
The liability and the liability framework are determined by our General Terms and Conditions or by the individual client contracts.

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Appendix 1: Description of Technical and Organizational Measures - Data protection measures (TOM)

In the following, the technical and organizational measures to guarantee data protection and data security are defined, which the contractor must at least set up and maintain on an ongoing basis. The aim is to guarantee in particular the **confidentiality**, **integrity**, **resilience** and **availability** of the information processed in the order.

Established technical and organizational measures:

Confidentiality (Art. 32 para. 1 lit. b DS-GVO)

1. **Physical access control:**
   Measures to prevent unauthorized persons from gaining access to the data processing equipment used to process personal data:

   The outside area is illuminated. An alarm system is installed in the rooms of the building. The system has increased protection against overcoming attempts in both the active and inactive state, and the detectors have increased sensitivity. The safety-relevant functions are extensively monitored. There is a connection to an external security service for alarming. The rooms are secured by motion detectors. In the event of an alarm, several contact persons of the company who have been specified to the external security service are alerted in a specified sequence one after the other.

   A named person is responsible for the internal access regulation. The roles are assigned to natural and identifiable persons in writing (key list). The allocation of keys is carried out according to a minimum authorization system and documented by the person responsible.

   If a key is lost, the corresponding locking system is replaced. If a chip is lost, it is blocked in the system so that the lost chip has no access authorization.

   Visitors are received at a central entrance area by the reception staff and are then constantly supervised in the company. At the end of the visit, visitors log off.

2. **Access control**
   Measures to prevent unauthorized persons from using the data processing systems and method:

   The company's access to all systems is protected from unauthorized access by user profiles with user ID and password.

   Access authorizations are severely restricted, are used area-wide and are consistently

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documented. There is a person responsible for assigning and resetting authorizations.

Due to their qualifications, all employees are familiar with the basics of the secure handling of data processing systems, in particular with the assignment of secure passwords, or have been verifiably trained in this area. Employees are forced by the Active Directory to use cryptic passwords: Maximum lifespan 63 days, minimum 8 characters, 3 of 4 different types of characters (special characters, uppercase letters, lowercase letters, numbers) must be included, tracking of 6 passwords against repetition.

3. **Permission control**
   Measures to ensure that those authorized to use the data processing procedures can only access personal data subject to their access authorization:

   There is a user-specific authorization concept that is implemented in the Active Directory. The implemented authorization structure relates to the entire system of the company: The authorizations can be differentiated for files, data records, applications and the operating system and limit the read, change and delete rights. It is ensured that each user can only access the data to which he or she has access authorization. The authorization concept, which is based on the positions of the employees, is recorded in writing (documentation via the Active Directory). Different access rights are combined by pre-defined user profiles. The authorization concept is also stored in the Active Directory in the programmatically relevant application. There is an authorization concept that is fixed in writing (stored in the AD) and is checked for compliance. A person responsible is defined at personnel management level.

   The allocation and withdrawal of rights are requested and documented by the respective head of department via email to IT.

   The personal data is stored exclusively at a central location.

   The personal data collected, processed or used by files are stored in locked cabinets, which are locked both during working hours and at the end of a workday. The same applies to the offices containing filing cabinets and the company's data processing systems.

4. **Separation control**
   Measures to ensure that data collected for different purposes can be processed separately:

   The data is separated at the physical, logical and organizational level.

5. **Pseudonymization (Art. 32 para. 1 lit. a, Art. 25 para. 1 DS-GVO)**
   Measures to ensure that the data can no longer be assigned to a specific person without the use of additional information. The additional information is kept separately and is subject to appropriate technical and organizational measures.

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The client is responsible for pseudonymizing the data.

Integrity (Art. 32 par. 1 lit. b DS-GVO)

1. **Transfer control**
   Measures to ensure that personal data cannot be read, copied, altered or removed without authorization during electronic transmission or during transport or storage on data carriers, and that it is possible to check and verify where personal data is to be transmitted by data transmission equipment:

   Personal data will not be passed on to third parties.

2. **Entry control**
   Measures to ensure that it can be subsequently checked and verified whether and by whom personal data have been entered, modified or removed from data processing systems:

   All entries of personal data are logged with time, modifying user and the reason for change. This always takes place when the client announces a change.

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Availability and resilience (Art. 32 par. 1 lit. b and c DS-GVO)

Availability control and rapid recovery
Measures to ensure that personal data is protected against accidental destruction or loss:

Data is backed up centrally using professional backup software and a person responsible for data backup is named. This ensures that all relevant company data is saved.
Papers and files are collected in lockable containers and destroyed by an external, certified company in compliance with data protection regulations.
For constant availability, a UPS is used, which is regularly tested automatically. The result of the execution is sent to the IT via email.
Daily updated virus scanners check data carriers, files and incoming and outgoing mails on all servers and PCs. The employees are informed about the dangers of computer viruses.
The hardware and software used is purchased and maintained centrally.
Remote maintenance for customers is carried out via the TeamViewer software. This ensures that no unauthorized interaction with customer systems is possible.

Procedures for regular review, analysis and evaluation (Art. 32 par. 1 lit. d DS-GVO; Art. 25 par. 1 DS-GVO)

1. **Data protection management**
   The DS-GVO entails comprehensive accountability obligations for companies. The purpose of this process is to establish a continuous improvement process. As part of this process, technical and organizational measures are first conceived and planned ("plan"), tested in a "small group" ("do"), the effectiveness checked ("check"), adjusted if necessary and then introduced in a "large group" ("act")..

   - Annual data protection audits with review of data protection procedures
   - Regular training and instruction of employees
   - Guidelines for our own employees

2. **Incident-Response-Management**
   A workflow strategy must be in place, what to do if a security breach is detected.

   A process for dealing with security incidents has been defined and implemented. The effectiveness is checked. Messages and events are logged.

3. **Data protection through technical design and data protection-friendly presettings (Art. 25 par. 2 DS-GVO)**
   Data protection through technological design: Problems of data protection are already taken into account in the planning and design of digital technologies.

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Data protection by data protection-friendly presettings is the principle according to which an organization (the person responsible) ensures that only data which are absolutely necessary for the respective specific processing purpose are processed by presettings (without intervention of the user).

Attention is paid to data protection-friendly presettings for the customer. The legality of data processing and the scope of data processing is the responsibility of the client.

4. **Order control**
   Without the relevant instructions of the client, the contractor may not process order data within the meaning of Art. 28 DS-GVO (examples: Clear contract design, formalized order management, strict selection of the service provider, obligation to convince in advance, follow-up checks).

   The order control describes the responsibility of the contractor to closely examine the protective measures of other companies to which he awards orders in the course of order data processing.

   The implementation of security measures at our service providers is checked and monitored.

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Appendix 2: Contractor's subcontractors

Status of the list		**24. April 2018**	
Company	**Address**	**Contact details**	**Type of processing**
Sattel Business Solutions GmbH	Zillenhardtstr. 5 73037 Göppingen Germany	Mrs. Sattel	Provider of scanning solutions
CADENAS GmbH	Berliner Allee 28 b+c 86153 Augsburg Germany	Mr. Lang	Supplier of standard parts and geometric part recognition
XPLM Solution GmbH	Altmarkt 25 01067 Dresden Germany	Mrs. Schulze	Provider of CAD interfaces
Varelmann Beratungsgesellschaft mbH	Uhlhornsweg 99 26129 Oldenburg Germany	Mr. Niehues	Provider of an SAP Content Solution
SEAL Systems AG	Arheilger Weg 17 64380 Roßdorf Germany	Mrs. Geske	Provider of plot management solutions
netcup GmbH	Daimlerstraße 25 76185 Karlsruhe Germany	Email: mail@netcup.de	Hosting of the website
Atos IT-Dienstleistung und Beratung GmbH	Bruchstraße 5 45883 Gelsenkirchen Germany	Mr. Mühlbach	SAP Interface
TID Informatik GmbH	Landsberger Str. 57 82266 Steegen am Ammersee Germany	Mr. Schäfer	Creation of automated documentation
Online4Business GbR	Hermann-Ehlers-Str. 65 42109 Wuppertal Germany	Mrs. Reuter	Email communication
schrempp edv GmbH	Rainer-Haungs-Straße 7 77933 Lahr Germany	Mr. Hancioglu	ERP Partner
Sophos	Officially registered in England and Wales, with registered offices in The Pentagon, Abingdon Science Park, Abingdon OX14 3YP, United Kingdom, Vat-Id-No GB 991 2418 08	**Karlsruhe** 0800 2782761 (free of charge from Germany) +49 721 25516-0 (Foreign country) Sophos Technology GmbH (Karlsruhe) Amalienbadstr. 41/ Bau 52	Firewall

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		76227 Karlsruhe Germany **Wiesbaden** +49 800 2782761 (free of charge from Germany) +49 611 5858-0 (Foreign country) Sophos Technology GmbH (Wiesbaden) Gustav-Stresemann-Ring 1 65189 Wiesbaden Germany	
Symantec (Deutschland) GmbH	c/o Regus Munich 5 Höfe Theatinerstrasse 11 80333 München Germany	Tel.: +49 (0) 89 710 422 430	Virus protection
Steuerbüro Schwer	Auf der Heide 8a 44803 Bochum Germany	Mr. Schwer	Tax adviser
M.A.T.C.H.-Vertriebsmarketing	Auf der Au 18 72336 Balingen	Mrs. Löffler	Sales and Marketingsupport

Appendix 3: Recipient of instructions at the contractor

Name	Contact details	Position	Area of authority / Powers
Dr. Reiner Heimsoth	Phone: +49 23631-98580-0 Email: Reiner.Heimsoth@keytech.de	CEO	Full authority