

SCHEMA ST4 – General Terms and conditions Software as a Service [2023-12]

1 Subject Matter

- 1.1. These General Terms and Conditions (hereinafter referred to as "**GTC**") apply to all services provided by Quanos Content Solutions GmbH, Hugo-Junkers-Str. 15-17, 90411 Nuremberg, Germany (hereinafter referred to as "**Quanos**") in connection with making available of the contractually agreed version of the software Schema ST4 (hereinafter referred to as "**Contractual Software**") to Customer for access through the internet and support services related thereto, both now and in the future.
- 1.2. The functions of the Contractual Software are specified in the user manual published by Quanos for the Contractual Software.
- 1.3. Any deviating or supplementary contractual terms and conditions of Customer shall only apply if expressly agreed to in writing by Quanos.

2 Conclusion of Agreement

- 2.1. The agreement shall be concluded upon Customer's written acceptance of the quote issued by Quanos, but no later than upon Customer's use of the Services listed in the quote.
- 2.2. Quanos solely issues quotes to entrepreneurs as per section 14 of the German Civil Code [Bürgerliches Gesetzbuch – BGB]. Accordingly, Quanos reserves the right to require Customer to adequately verify its entrepreneurial activities, e.g. by stating its VAT ID or other relevant documentation, prior to concluding an agreement. All information required to confirm Customer's status as an entrepreneur must be submitted truthfully and in full by Customer.

3 Provision of the Contractual Software as a Service

- 3.1. Subject to the network availability stipulated in Section 4 of these GTC, Customer shall have access to the Contractual Software on a server or servers operated by Quanos or a third party authorized by Quanos (hereinafter '**Server**', also in the case of several servers) to host the Contractual Software (hereinafter '**Services**', including the provision of storage as stipulated in Section 3.2 below). In no event shall Customer obtain a copy of the Contractual Software for on premise use.
- 3.2. Subject to the network availability stipulated in Section 4 of these GTC, Quanos shall, for the term of the agreement, make available to Customer storage space for the data uploaded onto the Server by Customer and its authorized employees (hereinafter '**Customer Data**').
- 3.3. Customer shall be authorized to use the Services for the term agreed between the parties (hereinafter referred to as the "**Initial Term**") as well as for subsequent Renewal Terms (as defined below, hereinafter referred to collectively as the "**Service Term**"). The Initial Term shall commence upon making available of the Services on the Server. The Service Term shall automatically renew for additional twelve-month term(s), unless either party terminates the Services at the end of the then current term by giving two (2) months prior written notice to the other party (**Renewal Term(s)**). The termination rights granted to the parties under these GTC and each party's right to

terminate on legitimate grounds under statutory laws. (Kündigung aus wichtigem Grund) shall remain unaffected by the above.

- 3.4. Unless otherwise agreed between the parties, Customer shall be entitled to make the Services available to its employees as well as to third parties, provided that (1) such users are acting only for and on behalf of Customer, and in accordance with these GTC and the agreement, (2) such users have been named to Quanos by being registered by Customer in the technical environment as designated by Quanos and (3) the number of users using the Services during the Service Term does not exceed the contractually agreed maximum number of users.
- 3.5. The delivery of the Services takes place at the technical point of transmission at the data centre in which the Server is located. Customer is responsible for maintaining the internet connection between its premises and the data centre, including all hardware and software (e.g. computers, network connection) required in this regard, in addition to the configuration of its IT environment to facilitate access to the Services (e.g. firewall settings).
- 3.6. Customer grants Quanos a non-exclusive right to use Customer Data to fulfil its obligations arising from this agreement, particularly to reproduce such Customer Data itself, or to authorize a subcontractor to do so, in order to perform the Services on the Server, and to grant authorized users access to Customer Data.
- 3.7. The Contractual Software is updated on an ongoing basis. However, the basic features shall continue to be available. In addition, Quanos is entitled to add features at any time or, while taking into account Customer's interests, remove features, if they appear no longer useful.

4 Availability of Services

- 4.1. The Services are available 99.5% per annum, based on the transfer point stipulated in Section 3.5 of these GTC. This availability is calculated as follows:
$$\frac{\text{Total number of minutes in the year} - \text{Excluded downtime} - \text{Downtime}}{\text{Total number of minutes in a year} - \text{Excluded downtime}} * 100$$
- 4.2. The availability stipulated in Section 4.1 does not include the total number of minutes each year that can be attributed to the following ("Excluded Downtimes"): (i) previously announced maintenance services, (ii) limitations due to category 2 and category 3 errors as described in Section 5.5, (iii) in the event of category 1 errors as described in Section 5.5, the periods of time prior to the receipt of an error notification during regular business hours, (iv) suspension of Services on grounds for which Customer is responsible, and (v) periods of unavailability due to circumstances beyond the control of Quanos, e.g. due to unforeseeable events that cannot be prevented, even when applying reasonable care.

5 Support

- 5.1. During the Service Term, Quanos shall make available, as part of the Services, the latest versions of the Contractual Software in the form of updates and upgrades. Updates are a further developed version of the Contractual Software that contains bug fixes or workarounds and, in addition, possibly minor functional performance or function enhancements. Upgrades are a further developed version of the Contractual Software that contains significant functional changes, performance enhancements or function

enhancements. According to this Section 5.1 updates and upgrades made available by Quanos shall be deemed to be Contractual Software within the meaning of these GTC.

- 5.2. Customer may submit incident reports by telephone via a hotline, by email at productsupport.qcs@quanos.com and via a service desk by entering them into the Issue Tracking System (hereinafter "ITS"). Quanos shall, within business hours on business days (as defined in Section 5.5), without delay enter into the ITS incident reports received via the hotline and via email. No evaluation or correction of errors will be made by telephone. In the event of incident reports, the hotline shall only serve to receive such support and to subsequently enter the report into the ITS.
- 5.3. Quanos shall provide Customer with a quota of 36 hours per contractual year for initial support in case of user problems not caused by Customer (hereinafter "**Quota**"), during which Customer may call the Quanos hotline. Customer shall receive a written confirmation about the registration of the incident report. If the Quota is not used up, it shall expire at the end of a contractual year. If the Quota is exceeded, Customer shall pay for Quanos fees in the amount of EUR 190.00 per hour plus VAT for support services not covered by the Quota.
- 5.4. If Customer reports a reproducible error in the Services, Quanos shall, at its sole discretion, either correct the error or create a workaround to avoid the effect of the error. Error correction may also be accomplished by installing an improved version of the Contractual Software. Customer will cooperate in the containment of errors. In particular, Customer shall provide Quanos with verifiable documentation on the type and occurrence of errors and indicate how the error manifests itself and has an effect, and under what circumstances it occurs.
- 5.5. Services based on reports from Customer that are due to incorrect use of the Contractual Software, in particular troubleshooting when Customer reports user problems caused by improper system settings made by Customer, are not covered by the support. Quanos is entitled, at its own discretion, to either charge such services separately at an hourly rate of EUR 190.00 plus VAT or to account them against the Quota.
- 5.6. The support services are provided by Quanos on weekdays between 8:00 a.m. and 5:00 p.m. (hereinafter "**Business Hours**"). Business days within the meaning of these GTC are Monday to Friday, excluding (1) public holidays in the federal state of Bavaria as well as (2) December 24 and 31 (hereinafter "**Business Day(s)**"). Incident reports shall be processed in German or English within Business Hours subject to the following response times:

Cat-egory	Definition	Response times
1	Errors that do not hinder operation, errors that do not prevent operation, insignificant errors, slight errors	2 weeks
2	Errors hindering operation	2 weeks
3	Errors preventing operation	2 Business Days

The start of the response times is determined by the time of entry in the ITS.

An operation-preventing error exists if the use of the Services is impossible, for example, due to malfunctions, incorrect work results or poor response times or non-existent availability.

An operation-hindering error exists if the use of the Services is only possible to a significantly limited extent and the limitation cannot be circumvented by reasonable organizational measures.

Any other, insignificant or slight error exists if the error can be circumvented without reducing productivity or otherwise has no decisive effect on the usability of the Contractual Software.

- 5.7. In addition to the Services described above, Quanos offers Customer additional services from the Quanos service catalog. These can be ordered additionally and are subject to a separate written order. These are for example:
 - 5.7.1. Support of Customer through consulting, customization of the Contractual Software, layout support, training and
 - 5.7.2. individual support services extended in terms of time and/or content (e.g. support times beyond the Quota).

6 Subcontractor

Quanos reserves the right to engage qualified subcontractors for the provision of Services and support. Customer's rights granted under Art. 28 (2) GDPR are not affected thereby.

7 Obligations of Customer

- 7.1. Customer shall regularly back up Customer Data according to their significance and create backup copies outside the Server to facilitate the reconstruction of such Customer Data in the event of its loss.
- 7.2. Customer shall adhere to the applicable data protection laws when using the Services, particularly those concerning obtaining required consent from the respective data subjects, if Customer collects, processes or uses personal data when using the Services and no other statutory legal bases apply.
- 7.3. Furthermore, Customer shall ensure to observe all third-party rights to the content it uses (e.g. when transferring third-party content/data to the Server).
- 7.4. Before sending any Customer Data to the Server, Customer must first scan it for viruses and use anti-virus software in line with the current state of technology.
- 7.5. Customer is not permitted to use, or to permit the use of, the Services in an improper manner, in particular to use or make reference to illegal or improper content on the Server, or information that promotes sedition, leads to criminal offences or glorifies or trivializes violence, is sexually indecent or pornographic, is suitable to endanger or threaten the well-being of children or young people, or which could otherwise harm the reputation of Quanos.
- 7.6. Customer shall undertake appropriate measures to prevent unauthorized access to the Services, in particular to protect the Services against unauthorized use. Customer must keep usernames and passwords secret and protect them against unauthorized third-party access. Customer shall ensure that authorized users comply with these terms and conditions.
- 7.7. Customer shall notify Quanos without undue delay if Customer learns of an infringement of an industrial property right or copyright to the Contractual Software or Services, or the disclosure of usernames or passwords to unauthorized users.

8 Test System

Upon Customer's request and against separate remuneration, Quanos may grant to Customer a right, valid for the Service Term, to access by means of an Internet connection a test system for exclusively non-productive and internal use. Unless provided otherwise herein, such use shall be subject to the terms and conditions of these GTC.

9 Charges and Terms of Payment

- 9.1. Customer shall pay Quanos the agreed monthly fee for the Services and support. Payment for the Initial Term shall be due in full in advance within 30 days of receipt of the invoice. If the Service Term begins during a calendar month, use of the Services during such calendar month shall not be billed. The fee for Services and support provided during a Renewal Term is due for payment in advance prior to the start of such Renewal Term.
- 9.2. The fee owed by Customer in accordance with Section 9.1 covers the contractually agreed data volume. If the agreed data volume is exceeded, Customer shall pay Quanos the additional fees as agreed between the parties. In the event that the data volume is exceeded, Quanos shall bill Customer the additional fee at the end of the Initial Term or Renewal Term, as applicable. Quanos shall send a calculation of the data volume along with the invoice. The additional fee is due for payment within 30 days of receipt of the invoice.
- 9.3. Quanos reserves the right to adjust the fees owed by Customer in accordance with Sections 9.1 and 9.2 by a reasonable amount each year. When making an adjustment, Quanos shall take into account any cost changes that have occurred in the meantime in the area of wages, salaries and costs of acquiring IT services. An adjustment shall become effective on the date specified by Quanos, but no earlier than one month after receipt by Customer of the notification of the adjustment. In the event of an increase in fees by more than 5% in each case, Customer shall be entitled to terminate the agreement. The termination must be declared in writing without undue delay after receipt of the notification of the increase with effect from the time the increase becomes effective.
- 9.4. The prices specified by Quanos are subject to statutory VAT.
- 9.5. In the event of default in payment, Customer shall pay default interest at the statutory rate as well as the statutory default lump sum of EUR 40.00. For chargebacks of contractual direct debits for which Customer is responsible, costs in the amount of EUR 15.00 each will be charged; Quanos is entitled to prove higher costs, Customer is entitled to prove lower costs. If Customer is more than 14 days in arrears with payments, Quanos is entitled to suspend Customer's access to the Services until Customer has fulfilled his due payment obligations. Quanos reserves the right to assert further rights and claims due to late payment.

10 Liability

- 10.1. Quanos' strict liability, regardless of fault, for damages for defects of the Services already existing at the beginning of the agreement is excluded. In all other respects, Quanos' liability for damages, including liability for defects in the Services, shall be governed by law, as modified by the following provisions of this Section 10.

- 10.2. Quanos is liable without limitation for damages caused intentionally or by gross negligence.

- 10.3. In the event of a slightly negligent breach of a primary obligation or a secondary obligation, the breach of which jeopardizes the achievement of the purpose of the agreement or the fulfillment of which makes the proper execution of the agreement possible in the first place and on the fulfillment of which Customer could rely (hereinafter "**Essential Secondary Obligation**"), the liability of Quanos shall be limited to damages foreseeable at the time of the conclusion of the agreement and typical for the agreement. Quanos shall not be liable in the event of a slightly negligent breach of secondary obligations that are not Essential Secondary Obligations.

- 10.4. The foregoing exclusions of liability of this Section 10 shall not affect Quanos' liability for an assumed guarantee of quality, for fraudulent intent, for damages resulting from injury to life, body and health as well as for product defects in accordance with the Product Liability Act. A change in the burden of proof to the disadvantage of Customer is not associated herewith.

- 10.5. To the extent that liability under this Section 10 is excluded or limited, this shall also apply to the personal liability of Quanos' employees, representatives and vicarious agents.

11 Suspension

Quanos is entitled to temporarily or permanently suspend access to the Services if there are legitimate grounds to believe that Customer has breached these GTC, the Agreement and/or statutory laws, or if Quanos has a legitimate interest in suspending Customer's access. When deciding whether to suspend access, Quanos shall take Customer's legitimate interests into consideration.

12 Confidentiality; Reference Customer; Data; Data Protection

- 12.1. The parties agree to maintain strict confidentiality on all confidential information, including know how of the other party, they get to know when performing the agreement, and to neither disclose nor use such confidential information in another manner. This applies towards all unauthorized third parties, provided the disclosure of information is not required for the due performance of the agreement.

- 12.2. Quanos is nevertheless permitted to use Customer's name and logo on its website, in financial reports, press releases, marketing materials and in customer lists to show that Customer is a customer of Quanos.

- 12.3. Furthermore, Quanos reserves the right to use derivative data to expand and improve the functionality of its Services. To this end, Quanos may aggregate Customer Data with data from other customers subject to the proviso that the aggregated data (i) cannot be identified as (partially) being Customer's data, (ii) cannot be used as a source to identify Customer and (iii) do not involve personal data.

- 12.4. If Customer appoints Quanos to collect, process or use personal data, or Quanos is granted access to personal data used by Customer in order to perform its contractual obligations, Quanos shall be required to solely process and use this data in compliance with data protection regu-

lations, in particular those stipulated in the German Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR).

- 12.5. Customer shall provide Quanos with information on all relevant facts Quanos needs to know for reasons of data protection or secrecy.
- 12.6. Quanos shall process all personal data transmitted by Customer to the Server or entered on the Server by Customer on behalf of Customer. The contractual terms on contracted data processing as per Annex 1 to these GTC apply between the parties (Art. 28 (3) GDPR).

13 Beta Versions

At its own discretion, Quanos may provide Customer with access to beta features, i.e. features included to test a test version "as is". Beta features are not included in the Services and support. The use of beta features is limited to use for test purposes; the use of beta features in a production environment is not permitted. Customer may at its own discretion decide whether to use the beta features it has been granted access to. The use of beta features does not incur any fees. Liability for beta features is excluded, with the exception of liability for intent.

14 Term of Agreement; Termination of Agreement

- 14.1. Subject to Section 9.3 and the following provisions of this Section 14 termination prior to the expiry of the Service Term shall be excluded. The statutory right of both parties to terminate without notice in the event of good cause (Kündigung aus wichtigem Grund) shall remain unaffected.
- 14.2. Subject to section 112 of the German Insolvency Code [Insolvenzordnung – InsO], Quanos may in particular terminate without notice for cause if:
 - 14.2.1. Customer is late in payment amounting to the pro rata fee for two months over a period that exceeds one month;
 - 14.2.2. Customer's financial situation significantly worsens or may worsen, jeopardizing its ability to pay the fee or comply with any other material obligations towards Quanos, in particular if Customer not only temporarily ceases payment, but is unable to pay, insolvent or enforcement measures are taken against its assets, or;
 - 14.2.3. Customer fails to immediately cease a violation of essential contractual duties and hereby substantially infringes the rights of Quanos. No written warning is necessary if it is evident it would not result in success, or if certain circumstances exist that justify immediate termination in consideration of the interests of both parties.
- 14.3. The right of the parties to terminate for any other good cause shall remain unaffected.
- 14.4. Notice of termination must be given in writing.
- 14.5. If the agreement is terminated by Quanos on legitimate grounds for which Customer is responsible, Quanos shall be entitled to seek payment of any overdue gross payments and the net payments which would become due for the remainder of the agreed contractual term. The crediting of saved interest, other saved expenses and other benefits gained from termination shall be governed by the respective statutory provisions. All payments due to Quanos shall be payable upon receipt of the notice of termination. Quanos reserves the right to claim any other damages under the agreement and / or applicable laws.

- 14.6. Quanos shall make Customer Data stored on the Server available to Customer for download in a common format for 14 days from the date of termination of the agreement. After expiration of this period, Quanos shall delete any Customer Data still on the Server. Claims of Customer under data protection laws shall remain unaffected hereby.

15 Miscellaneous

- 15.1. Quanos may assign the agreement to any of its affiliate enterprises as per section 15 et seq. of the German Stock Corporation Act [Aktengesetz – AktG] by notifying Customer of such assignment. Customer hereby consents to any such assignment.
- 15.2. This agreement is governed by the laws of the Federal Republic of Germany to the exclusion of the rules of private international law, which would result in the applicability of another jurisdiction.
- 15.3. The legal venue for all disputes arising from or in connection with this agreement is Nuremberg. Quanos also reserves the right to file a lawsuit at Customer's place of domicile or another competent court.
- 15.4. There are no verbal ancillary agreements between the parties.
- 15.5. Quanos may amend these GTC during the Service Term, in order to (1) adjust the GTC to new statutory law requirements or supreme court jurisdiction, (2) dispel doubts with respect to the interpretation of these GTC or (3) adopt these GTC to new technological or market developments. Quanos shall inform Customer of such amendments to these GTC in writing upon at least 4 weeks notice prior to them coming into effect. If Customer does not object to an amendment within 4 weeks after having received the respective notification, the amendment shall be deemed effectively agreed. When notifying Customer of such amendments Quanos shall inform Customer of Customer's right to object and the consequences of failing to raise an objection.
- 15.6. In the event that individual provisions of these GTC and/or the agreement are deemed invalid or found to be void after conclusion of the agreement, in full or in part, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid provision by a valid provision which comes as close as possible to fulfilling the economic purpose of the invalid provision. The same applies to any loopholes found in the agreement.

Annex 1 - Data Processing Agreement

1 Subject of the contract and contents of the order

- 1.1. The subject matter of the contract is derived from the agreement concluded between the parties on the provision of software for access via the Internet (SaaS) and/or the provision of maintenance, support, and/or IT services by Quanos (hereinafter "**Contractor**") to the Client (hereinafter "**Client**"), to which reference is made herein (hereinafter "**Main Contract**"). This contract for data processing (the "**Contract**" / "Contract") shall apply to all activities related to data processing in the provision of services pursuant to the Main Contract and during which the Contractor may come into contact with personal data transmitted or disclosed to the Contractor by the Client.
- 1.2. The type of data processed, the categories of data subjects and the type and purpose of the collection, processing, and use of personal data by the Contractor for the Client are specified in detail in **Annex 1** to this Contract.
- 1.3. Unless expressly stated otherwise in this Contract, provision of the contractually agreed data processing takes place exclusively in Germany, a European Union (EU) Member State, or another country party to the Agreement on the European Economic Area (EEA). Any transfer to a third country shall only take place if the special requirements of Art. 44 et seq. GDPR are fulfilled.

2 Technical and organizational measures

- 2.1. The Contractor shall establish security in accordance with Art. 28 Para. 3, lit. c, 32 GDPR, in particular in connection with Art. 5 Para. 1 and Para. 2 GDPR. As a whole, the measures to be executed are measures for data protection and measures to guarantee a protection level appropriate to the risk in terms of confidentiality, integrity, availability, and capacity of the systems. The state of the art, the implementation costs, and the type, scope, and purpose of the processing, as well as the varying probability of occurrence and severity of the risk for the rights and freedoms of natural persons within the meaning of Art. 32 Para. 1 GDPR must thereby be considered. The Contractor documents the individual measures in a plan of action in **Annex 2**.
- 2.2. The technical and organizational measures are subject to technical progress and development. The Contractor is therefore permitted to implement adequate alternative measures. The security level of the specified measures shall thereby not fall below the minimum requirement. Substantial changes must be documented.
- 2.3. The Contractor shall regularly monitor the internal processes and the technical and organizational measures to ensure that processing within Contractor's area of responsibility is in accordance with the requirements of applicable data protection law and the protection of the rights of the data subject.

3 Rectification, restriction, and deletion of data; rights of the data subject

- 3.1. The Contractor shall not modify or delete data that is processed in the order or restrict its processing on their own authority, and shall only do so after receiving documented

instructions from the Client. Should a data subject contact the Contractor directly in this respect, the Contractor will immediately forward this request to the Client.

- 3.2. The Contractor shall assist the Client with suitable technical and organizational measures to ensure the rights of data subjects with regards to data deletion, rectification, portability, and information. The Contractor may claim compensation for support services that are not owed under the Main Contract.

4 Quality assurance and other duties of the contractor

- 4.1. In performing the work, the Contractor shall only use employees who have been obliged to maintain confidentiality. The Contractor shall only process the data in accordance with the instructions issued by the Client, including the authorizations granted in this Contract and in the Main Contract, unless the Contractor is legally obliged to process the data. The Client shall confirm verbal instructions immediately (in text form as a minimum). The Contractor must inform the Client immediately if the Contractor believes that an instruction violates data protection regulations. The Contractor is entitled to suspend implementation of the corresponding instruction until it is confirmed or modified by the Client.
- 4.2. The Contractor shall assist the Client in complying with the obligations set out in Art. 32-36 GDPR regarding the security of personal data, reporting obligations in the event of data breaches, data protection impact assessments, and prior consultations. This includes:
 - 4.2.1. The obligation to immediately report breaches of personal data to the Client;
 - 4.2.2. The obligation to support the Client within the scope of their duty to inform data subjects and to make all relevant information available to the data subject in this context without delay;
 - 4.2.3. Supporting the Client in their data protection impact assessment;
 - 4.2.4. Supporting the Client within the framework of prior consultations with the supervisory authority.
- 4.3. The Contractor may claim compensation for support services that are not included in the service description of the Main Contract, or that cannot be attributed to a failure on the part of the Contractor.

5 Subcontracting relationships

- 5.1. For the purpose of this provision, subcontracting relationships are services that relate directly to the provision of the main service. These do not include secondary services that the Contractor uses. e.g., in the form of telecommunication services, post/transport services, maintenance and user services, or the disposal of data carriers, as well as other measures to ensure the confidentiality, availability, integrity, and capacity of the hardware and software of data processing systems. However, the Contractor is obliged to use appropriate and lawful contractual agreements and control measures to guarantee the data protection and data privacy of the Client's data, even in the case of outsourced secondary services.
- 5.2. The Contractor is entitled to engage subcontractors based within the EU or the EEA, provided that the Contractor concludes a contractual agreement with the subcontractor in accordance with Art. 28 Para. 4 GDPR.

- 5.3. Subject to the condition specified in clause 5.2, the Client hereby permits the Contractor to engage the companies specified in **Annex 3** as subcontractors.
- 5.4. The Contractor shall inform the Client in advance of any intended change in relation to the addition or replacement of subcontractors. The Client can submit an objection to this change to the Contractor within 14 days of receipt of the information by the Client. If no objection is forthcoming within this period, consent to the change is deemed to have been granted. An objection shall not be made unless an interest of the Client outweighs the interests of the Contractor.

6 Control rights of the client

- 6.1. The Client has the right, in consultation with the Contractor, to carry out reviews or have reviews carried out by inspectors named on a case-by-case basis. The Client has the right to satisfy themselves of the Contractor's compliance with this Contract within their business operations by means of random checks, whereby notification of such checks shall be provided in a timely manner.
- 6.2. The Contractor shall ensure that the Client is able to satisfy themselves of the former's compliance with the obligations in accordance with Art. 28 GDPR. The Contractor is obliged to provide the Client with the necessary information upon request and, in particular, to provide evidence of the implementation of the technical and organizational measures.
 - 6.3.1. - Compliance with approved rules of conduct in accordance with Art. 40 GDPR;
 - 6.3.2. - Certification per an approved certification process in accordance with Art. 42 GDPR;
 - 6.3.3. - Current attestations, reports or report extracts from independent entities (e.g., auditors, audits, data protection officers, IT security departments, data protection auditors, quality auditors);
 - 6.3.4. - Suitable certification by means of IT security or data protection audits (e.g., in accordance with BSI Baseline Protection or ISO/IEC 27001).
- 6.4. The Contractor can assert a claim for compensation for facilitating inspections by the Client.

7 Deletion and return of personal data

- 7.1. Copies or duplicates of data shall not be produced without the knowledge of the Client. Exceptions are backup copies, if these are necessary to guarantee proper data processing, and data that is necessary in terms of compliance with statutory retention obligations.
- 7.2. Following completion of the contractually agreed work or earlier upon request by the Client (and at the latest upon termination of the Main Contract) the Contractor must hand over all documents, processing and usage results produced, and databases that the Contractor obtains in connection with the contractual relationship with the Client, or destroy these items in accordance with data protection law after obtaining prior permission. The deletion log must be presented on request. The obligations of the Contractor according to this clause 7.2 do not apply if there is an obligation to store the personal data under European Union or Member State law.

- 7.3. Documentation that serves as proof of the order-related data processing must be retained by the Contractor in accordance with the respective retention periods beyond the end of the Contract. The Contractor can transfer this to the Client for the Contractor's discharge at the end of the Contract.

8 Order period, termination

- 8.1. The term of this Contract corresponds to the term of the Main Contract and also includes the period after the end of the Main Contract until complete return or deletion of the data provided to the Contractor by the Client in connection with the execution of the Main Contract. The right of each party to terminate the Contract with good reason shall not be affected.

9 Miscellaneous

- 9.1. The Contract shall be governed by German law, excluding the provisions of private international law which would lead to the application of a different law.
- 9.2. The exclusive place of jurisdiction for all disputes arising from or in connection with the Contract is Nuremberg. Quanos is also entitled to take legal action at the Customer's place of business or at any other competent court.
- 9.3. No verbal agreements have been made.
- 9.4. Should individual provisions of the Contract be or become totally or partly ineffective, this shall not affect the validity of the remaining provisions. In such cases, both parties undertake to replace any invalid provision with a provision that reflects insofar as possible the commercial purpose of the invalid provision. The same applies to any loopholes in the Contract.

Appendices:

Annex 1: Type and purpose of processing, object of processing, type of data, group of data subjects

Annex 2: Technical and organizational measures

Annex 3: Subcontracting relationships

Annex 1: Type and purpose of processing, object of processing, type of data, group of data subjects

Data subjects and data subject groups	In particular: <ul style="list-style-type: none">• Users of the software (in particular employees of the Client)• Employees of the Customer's business partners
Type of data or categories of data	<ul style="list-style-type: none">• Contact Details• Data about the use of the contractual software (log data)
Recipients	Contractors and subcontractors
Type and purpose of processing	<ul style="list-style-type: none">• Provision of software for access via the internet (SaaS)• Provision of IT services, in particular support and IT services

Annex 2: Technical and organizational measures

If personal data is processed or used automatically, the internal company organisation must be designed such that it meets the specific data protection requirements. This includes implementing measures that are suitable based on the type of personal data or data categories requiring protection. Quanos Service Solutions GmbH ensures that the following measures are implemented:

1 Confidentiality (Article 32(1)(b) GDPR)

1.1 Entry control

Measures that prevent unauthorised access to data processing equipment

- Key management for employees; controlled entry to offices
- Defined entry authorisations for the server room
- Rules for visitors and maintenance personnel

1.2 Access control

Measures that prevent unauthorised persons from being able to use data processing equipment

- Control of access to data processing systems by means of a user and authorisation concept ("principle of least privilege")
- Assignment of personalised user accounts with appropriate password guidelines (minimum password length ten characters, complexity requirements, regularly changed)
- Access blocked after ten unsuccessful log-in attempts
- Workstations are locked when employees leave the workplace (automatic after 15 minutes or manual lock with reactivation password)
- Administrator accesses are documented and stored securely
- Login and logout processes are logged
- Implementation of a firewall (including an intrusion prevention system), spam filter and anti-virus software
- Encryption of mobile data carriers/smartphones

1.3 Data access control

Measures that prevent unauthorised reading, copying, modification or deletion within the system

- Assignment of access rights according to user group
- Authorisation concepts and needs-based access rights ("principle of least privilege")
- Annual review of access controls
- Destruction of written documents no longer required, in accordance with DIN 66399 security level P3 (paper)
- Irreversible erasure/destruction of electronic data carriers once out of service

1.4 Separation control

Measures to separate processing of data that has been collected for different purposes

- IT systems with multi-client capability
- Separation of development environment and production environment

- Access authorisations in accordance with functional responsibility

1.5 Pseudonymisation (Article 32(1)(a) GDPR; Article 25(1) GDPR)

The processing of personal data in such a manner that the data can no longer be attributed to a specific data subject without referring to additional information, provided that this additional information is stored separately and is subject to adequate technical and organisational measures

- Not relevant to the contract

2 Integrity (Article 32(1)(b) GDPR)

2.1 Transfer control

Measures that prevent unauthorised reading, copying, modification or deletion during electronic transfer or transport

- Transfer of data by electronic means in accordance with the capabilities of the Customer
- Remote maintenance concept
- Logging of data transmission or data transport
- Encrypted data connections (VPN, SFTP, HTTPS)

2.2 Data entry control

Determination of whether personal data has been entered, modified or deleted in the data processing systems, and by whom

- Control of organisational responsibilities
- System-based logging
- Control of access authorisations to log data

3 Availability and resilience (Article 32(1)(b) GDPR)

3.1 Availability control

Measures to protect against accidental or malicious loss or destruction

- Redundant data storage (e.g. RAID)
- Backup Internet connection
- Uninterruptible power supply (UPS)
- Fire extinguishers/fire alarms
- Backup strategy
- Secure storage of backup media (e.g. fire-proof/anti-theft safe)
- Regular installation of security updates
- Temperature-controlled server room
- Reporting channels and disaster recovery plans
- Rapid recoverability (Article 32(1)(c) GDPR)
- Cloud services

4 Process for regular testing, assessment and evaluation (Article 32(1)(d) GDPR; Article 25(1) GDPR)

4.1 Data protection management

Measures that ensure a structure is in place that satisfies the fundamental legal data protection requirements

- Guidelines/instructions to ensure the implementation of technical and organisational data security measures
- Appointment of a data protection officer
- Obligating employees to maintain confidentiality (data secrecy)

- Providing adequate training on data protection matters to employees
- Maintaining an overview of processing activities (Article 30 GDPR)
- Performing data protection impact assessments where required (Article 35 GDPR)
- Periodic review by data protection officer

4.2 Incident response management

Measures that ensure a reporting process is triggered in the event of data protection breaches

- Reporting process for breaches of contract and data protection with respect to the Customer in accordance with Article 28(3)(3), Article 33 and Article 34 GDPR
- Reporting process for data protection breaches in accordance with Article 4(12) GDPR with respect to the supervisory authorities
- Support for the Customer during the reporting process for data protection breaches in accordance with Article 4(12) GDPR with respect to the supervisory authorities (Article 33 GDPR)

4.3 Default privacy settings

Measures that ensure that as a default the minimum possible data is collected, saved and shared

- Privacy by design
- Privacy by default

4.4 Contract control

Measures that ensure personal data is only processed in accordance with the Customer's instructions

- Sub-contractors with written data protection agreements in accordance with Article 28 GDPR
- Agreement on Commissioned Processing with provisions on the rights and obligations of the Contractor and Customer
- Appointment of contact persons and/or responsible employees
- Obligating employees to maintain data secrecy
- Formal contract management system
- Standardised contract management system to control service providers

Annex 3: Subcontracting relationships

Subcontractor including address	Service description
PlusServer GmbH Hohenzollernring 72 50672 Cologne Germany	Server-Hosting
Hetzner Online GmbH Industriestr. 25 91710 Gunzenhausen Germany	Server-Hosting
IONOS SE Elgendorfer Str. 57 56410 Montabaur Germany	Server-Hosting
noris network AG Thomas-Mann-Straße 16-20 90471 Nuremberg Germany	Server-Hosting
Amazon Web Services EMEA SARL Niederlassung Deutschland Marcel-Breuer-Str. 12 80807 Munich Germany	Server-Hosting
TeamViewer AG Bahnhofplatz 2 73033 Göppingen Germany	Software für Fernwartung
Host Europe GmbH Hansestraße 111 51149 Cologne Germany	Hosting Prototype-Kataloge, Hosting Partner-Portal, Hosting FTP-Server