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STACKIT

Data Processing Agreement

STACKIT Cloud Services

Data Processing Agreement

Agreement between the **"Customer"** and the **"Contractor"** on the processing of personal data on behalf of a controller. The Customer is the party entering into a main agreement within the meaning of clause 1 of this Agreement by virtue of ordering STACKIT Cloud Services for operational use. The Contractor is Schwarz Digits Cloud GmbH & Co. KG, Am Campus 1, 74177 Bad Friedrichshall, Germany.

1. Subject Matter

For the purposes of the STACKIT Cloud Services subscription incorporating the STACKIT Cloud Terms of Use (hereinafter collectively referred to as the "Main Agreement"), it is necessary that the Contractor handles personal data in respect of which the Customer either acts as the controller within the meaning of the data protection law provisions or, on its part, as the processor for other controllers (e.g., affiliated group companies) (hereinafter referred to as "Customer Data"). This Agreement stipulates the rights and obligations of the parties under data protection law in connection with the Contractor's handling of Customer Data in the performance of the Main Agreement.

2. Scope and Subject Matter of the Data Processing

2.1. The Contractor shall process the Customer Data on behalf and in accordance with the instructions of the Customer within the meaning of Article 28 GDPR (processing on behalf of a controller); to the extent that the Customer itself is the processor, the Contractor shall act accordingly as a sub-contractor.

2.2. The Contractor shall process the Customer Data in the manner and scope and for the purpose specified in Annex 1 to this Agreement; the types of personal data and the categories of data subjects referred to therein will be subject to processing.

2.3. Moreover, the Contractor shall capture the usage of the STACKIT services by the Customer (hereinafter referred to as "Usage Data", which also constitute Customer Data within the meaning of this Agreement) and shall process said Usage Data on behalf of the Customer for the purposes of performing this Agreement, the need-based design of the STACKIT Services, the provision of usage overviews and analyses, ensuring IT and data security, error diagnostics and troubleshooting as well as the optimization and ongoing development of the STACKIT Services. For these purposes, the Contractor shall also anonymize the Usage Data and process said data in anonymized form. The Contractor reserves the right to process anonymized Usage Data for its own purposes. The parties agree that this Agreement does not apply to the processing of anonymized Usage Data. This does not affect the processing of Usage Data in a non-anonymized form for the Contractor's own

purposes within the parameters of what is permissible under data protection law (particularly in the performance of statutory obligations).

2.4. The duration of processing shall correspond with the term of the Main Agreement, unless otherwise agreed in the Main Agreement or in this Agreement.

2.5. The Contractor shall process the Customer Data within the European Union or the territory of another signatory to the Agreement on the European Economic Area (EEA).

The Contractor may, subject to compliance with the terms of this Agreement, also process the Customer Data outside the EEA, provided the parties make an express agreement to this effect (e.g. when concluding a subscription, in the service description associated with a STACKIT Cloud Service or in the associated service certificate), this is necessary for the provision of the service and the requirements of Articles 44 to 48 GDPR are met, or a derogation under Article 49 GDPR applies.

In derogation from the foregoing, the Contractor and any other processor engaged by the Contractor may transfer Customer Data to third countries to the extent the Customer instructs the Contractor to transfer Customer Personal Data to a recipient in a third country which is not an other processor within the meaning of clause 7, such as to end users in third countries to whom Customer grants access to the STACKIT Cloud Services. In such case, the Customer is responsible for compliance with the conditions set out in Chapter V of the GDPR (or, if the Customer is a processor, the Customer is responsible to ensure that the relevant controller fulfils the conditions set out in Chapter V of the GDPR for such transfers).

In the event that data is processed in a third country by another processor, the provisions in clause 7.5 shall apply.

3. Customer's Authority to Issue Instructions

3.1. The Contractor shall process the Customer Data in accordance with the Customer's instructions, unless the Contractor is under a statutory obligation to process said data in a different manner. In the latter case, the Contractor shall notify the Customer of these legal requirements prior to commencing processing, unless the relevant law forbids such notification on the grounds of important public interest.

3.2. As a rule, the Customer's instructions are exhaustively specified and documented in this Agreement and its annexes as well as the service configuration selected by the Customer. Individual instructions that deviate from the stipulations of this agreement or the service configurations, or give rise to additional requirements, are only permissible in concordance with the provision for the adjustment of subscribed STACKIT Cloud Services by the Customer as set forth in the Main Agreement.

3.3. The Contractor warrants that it will process the Customer Data in accordance with the Customer's instructions. Where the Contractor believes that an instruction of the

Customer is in contravention of this Agreement or the applicable data protection laws, the Contractor – after notifying the Customer accordingly – is entitled, but not obligated, to suspend the execution of said instruction until such time as the Customer confirms said instruction. The parties agree that the Customer itself is solely responsible for the legal conformity of the processing of Customer Data.

4. Customer's Responsibility

4.1. With regard to the internal relationship between the parties, the Customer bears sole responsibility for the lawfulness of the processing of Customer Data as well as the protection of the rights of data subjects.

4.2. The Customer shall provide the Contractor with the Customer Data in good time for the purposes of performing its services under the Main Agreement; the Customer is responsible for the quality of the Customer Data. The Customer shall inform the Contractor, comprehensively and without undue delay, should the Customer detect any errors or irregularities in respect of data protection law provisions or the Customer's instructions when checking the Contractor's processing results.

4.3. Upon request, the Customer shall provide the Contractor with the information specified in Article 30(2) GDPR, to the extent that this information is not yet available to the Contractor.

4.4. If the Contractor is under a disclosure duty vis-à-vis any government agency or person with regard to the processing of Customer Data, or obligated to cooperate with any such entities in any other regard, the Customer shall assist the Contractor in the performance of such disclosure duty or other obligations to cooperate.

5. Duty of Confidentiality

The Contractor shall require all persons who process the Customer Data to give a confidentiality undertaking with respect to the processing of Customer Data.

6. Security of Processing

6.1. Pursuant to Article 32 GDPR, the Contractor shall implement any and all necessary and appropriate technical and organizational measures with regard to the STACKIT services subscribed by the Customer to ensure a level of security for the Customer Data that is in line with the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing Customer Data as well as the varying degrees of likelihood that the risk will materialize and the severity of the risk in respect of the rights and freedoms of data subjects. The Contractor undertakes to implement the technical and organizational measures that can be retrieved in their current version from https://stackit.com/en/gtc/cloud-services and to maintain said measures for the duration of the term of the Agreement.

6.2. The Contractor is permitted to modify or adjust technical or organizational measures during the term of the Agreement, provided that said measures are still compliant with statutory requirements.

7. Use of Other Processors

7.1. The Customer hereby grants the Contractor general authorization to engage other processors for the processing of Customer Data. Annex 2 contains an overview of any other processors used at the time of entering into this Agreement. As a general rule, the engagement of service providers who inspect or maintain data processing facilities or processes or other ancillary services that do not entail the processing of Customer Data does not require any authorization, even if access to Customer Data cannot be excluded, provided that the Contractor takes appropriate measures to protect the confidentiality of Customer Data.

7.2. The Contractor shall notify the Customer by e-mail about any intended changes with regard to the engagement or replacement of other processors. The Customer has the right to object, on a case-by-case basis, to the engagement of any potential other processor. However, the Customer may only object if it has good reason to do so and demonstrates such reason to the Contractor. The Customer's right to object to a specific engagement will lapse if the Customer fails to object within 14 days of receiving such notification. Where the Customer raises an objection, the Contractor will be entitled to terminate the Main Agreement and this Agreement by giving four weeks' notice, subject to the provisions of the Main Agreement.

7.3. Any Customer objections must be raised in text form by e-mail to sub-processor-info@digits.schwarz.

7.4. The agreement between the Contractor and the other processor must impose the same obligations on the other processor that are imposed on the Contractor under this Agreement. The parties agree that this requirement will be deemed to have been met if said agreement provides for a level of protection that corresponds to the level of protection under this Agreement, or the obligations stipulated in Article 28(3) GDPR are imposed on the other processor.

7.5. Subject to compliance with the requirements of clause 2.5 of this Agreement, the provisions of this clause 7 shall also apply if another processor in a third country is engaged. In such a case, the Contractor shall be entitled and – insofar as the requirements of clause 2.5 are not otherwise met – obligated to enter into an agreement with the other processor incorporating the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council in accordance with Commission Implementing Decision (EU) 2021/914 of 4 June 2021, including Module 3 (Transfer processor to processor). The parties agree that such an agreement also meets the requirements under clause 7.4. The Customer agrees to cooperate in meeting the requirements under Article 49 GDPR to the necessary extent.

8. Rights of Data Subjects

8.1. To the extent that this is reasonable, the Contractor shall assist the Customer by means of technical and organizational measures to comply with its obligation to respond to requests from data subjects to exercise their rights.

8.2. Where a data subject makes a request to exercise their rights directly vis-à-vis the Contractor, the Contractor shall forward such request in a timely manner to the Customer, provided that the Contractor is able to reliably verify said data subject's identity and the verification of said data subject's association with the Customer is feasible and can reasonably be expected of the Contractor.

8.3. To the extent reasonable and necessary and in return for reimbursement of the verifiable expenses and costs incurred by the Contractor, the Contractor shall enable the Customer to rectify or erase Customer Data, or restrict their further processing, or, at the Customer's request, rectify or erase Customer Data or restrict their further processing if and to the extent that the Customer is unable to do so.

8.4. Where the data subject, in relation to the Customer, has a right to data portability with regard to the Customer Data pursuant to Article 20 GDPR, the Contractor shall assist the Customer, to the extent reasonable and necessary and for compensation of any documented expenses and costs resulting therefrom, in providing the Customer Data in a commonly used and machine-readable format.

9. Contractor's Notification Obligations and Obligations to Provide Assistance

9.1. To the extent that the Customer is subject to a statutory reporting and notification obligation whenever the protection of Customer Data has been violated (particularly under Articles 33 and 34 GDPR), the Contractor shall notify the Customer without undue delay of any reportable events in its area of responsibility. At the Customer's request, the Contractor shall assist the Customer, to the extent reasonable and necessary, in the performance of its reporting and notification obligations; the Customer shall compensate the Contractor for any documented expenses and costs resulting therefrom.

9.2. The Contractor shall assist the Customer, to the extent reasonable and necessary and for compensation of any documented expenses and costs resulting therefrom, in connection with any data protection impact assessments to be carried out by the Customer and, if applicable, assist with subsequent consultations with the supervisory authorities in accordance with Articles 35 and 36 GDPR.

10. Erasure of Data

10.1. Upon termination of this Agreement, the Contractor shall erase the Customer Data, unless the Contractor is under a statutory obligation to continue to store the

Customer Data. The Contractor shall prepare an erasure report regarding the erasure of Customer Data and, upon request, provide the Customer with said report.

10.2. Records serving to document proper processing of Customer Data may be retained by the Contractor even after the contractual term expires.

11. Documentation and Inspections/ Audits

11.1. At the Customer's request, the Contractor shall provide the Customer with all the necessary information the Contractor holds to demonstrate that it has met its obligations hereunder.

11.2. The Customer is entitled to audit the Contractor, including by way of inspections, with regard to compliance with the provisions of this Agreement, in particular the implementation of technical and organizational measures.

11.3. To carry out inspections under clause 11.2, the Customer is entitled to enter the Contractor's business premises, where Customer Data are processed, during normal business hours (Monday to Friday from 10 a.m. to 6 p.m.) after prior notification in good time pursuant to clause 11.5, at its own cost, without disrupting operations and in strict observance of the Contractor's business and trade secrets.

11.4. The Contractor is entitled, at its discretion, but allowing for the Customer's statutory obligations, to refrain from disclosing information that is sensitive with regard to the Contractor's business or if the Contractor would violate statutory or other contractual provisions by disclosing any such information. The Customer is not entitled to gain access to data or information concerning other customers of the Contractor or to information concerning costs, quality inspection and contract management reports or any other confidential data of the Contractor that are not directly relevant to the agreed audit purposes.

11.5. The Customer shall inform the Contractor in good time (usually at least two weeks in advance) about any and all circumstances related to the performance of said audit. The Customer is entitled to perform one audit per calendar year. Any additional audits may be performed if so agreed with the Contractor and are subject to the reimbursement of expenses.

11.6. If the Customer engages a third party to perform the audit, the Customer shall obligate said third party, in writing, to the same extent that the Customer is obligated vis-à-vis the Contractor under clause 11 hereof. Furthermore, the Customer shall commit the third party to secrecy and confidentiality, unless said third party is subject to a professional duty of secrecy. Upon the Contractor's request, the Customer shall provide the Contractor, without undue delay, with the confidentiality agreements entered into with said third party. The Customer may only engage independent third parties, such as consultancy firms, auditors or similar, to carry out any such audit. Prior to any such engagement, the Contractor will be informed about the company to be engaged for the audit. The Contractor has the right to object to any third party

deemed unsuitable. Third parties may be deemed unsuitable, in particular, if they belong to a group of companies that operates in the same markets as the companies of Schwarz Group or that is a supplier or buyer, or a potential supplier or buyer.

11.7. Instead of an audit, proof of compliance with the obligations hereunder may, at the Contractor's choice, also be provided by presentation of a suitable current letter of attestation or a report by an independent entity (e.g., a certified public accountant (Wirtschaftsprüfer) or a data protection or quality auditor) or a suitable certification by way of an IT security or data protection audit – e.g., pursuant to ISO 27001 or the German Federal Office for Information Security's "IT-Grundschutz" (BSI-Grundschutz) – ("Audit Report"), provided that the Audit Report appropriately enables the Customer to satisfy itself that the Contractor has complied with its contractual obligations.

12. Term, Termination and Amendment

12.1. Term and termination of this Agreement generally conform to the term and termination provisions of the Main Agreement, unless otherwise stipulated in this Agreement. However, the term shall cover at least the period until the processing of the Customer Data has been completed. Termination of the Main Agreement will automatically trigger termination of the specific data processing agreement that relates to the Main Agreement. However, termination of this Agreement shall take effect at the earliest at the end of the processing of the Customer Data. This Agreement may not be terminated in isolation.

12.2. Any amendment to this Agreement shall generally require the consent of both parties. By way of exception, this Agreement may be amended by unilateral notice given by the Contractor, insofar as the amendment is prompted by a justified need to amend the Contractor's contracts with all its customers identically, e.g., because it concerns a standardized process of the Contractor, and the amendment reasonably takes the interests of the Customer into account and the Customer does not object to the amendment. To this end, the Contractor shall notify the Customer of the future amendment to this Agreement in text form no later than two months prior to the date proposed for its entry into effect. If the Customer does not notify the Contractor of its objection to the amendment prior to the date proposed for its entry into force, the Customer shall be deemed to have given its consent thereto. The Contractor will specifically advise the Customer in the notice of amendment of this legal consequence, the start of the period, the deadline and the date on which the amendment enters into force. In the event that the Customer objects to the amendment of this Agreement, the Contractor shall have a special right of termination with immediate effect with regard to this Agreement and the Main Agreement.

13. Miscellaneous

13.1. Where individual provisions of this Agreement are or become invalid, this shall not affect any other provisions hereof. Instead of the invalid provision, the parties

undertake to agree to a legally valid provision that most closely reflects the purpose of the invalid provision and thus complies with the requirements of Article 28 GDPR.

13.2. Should this Agreement not contain a particular provision, the provisions of the Main Agreement shall apply. In the event of conflicts between this Agreement and any other agreements between the parties, particularly the Main Agreement, the provisions of this Agreement shall take precedence.

13.3. In the event that the parties have made this Agreement in multiple language versions, the German version alone shall be binding.

Annexes:

Annex 1: Purpose, Type and Scope of Data Processing, Type of Data and Categories of Data Subjects

Annex 2: Other Processors

Annex 1: Purpose, Type and Scope of Data Processing, Type of Data and Categories of Data Subjects

Purpose of Data Processing	Provision and operation of the STACKIT Cloud Services subscribed by the Customer.
Type and Scope of Data Processing	Type and scope of data processing depend on the services commissioned by the Customer and the Customer's instructions. These services include, above all, the collection, capturing, storing, reading, retrieving and erasing of data.
Type of Data	Name, business address, e-mail address, personal or personally identifiable log data (user name, IP address, log files). In addition, all types of personal data contained in documents and other electronic formats processed using the STACKIT Cloud Services; in particular all personal data of any kind which the Customer stores in the STACKIT Cloud. The type of data is not limited according to the agreed terms; therefore, the processing may include the following types of personal data: salutation, name, business address, e-mail address, telephone number, depending on the STACKIT Cloud Services used.
Categories of Data Subjects	Business customers and their employees and/or other third parties in a relationship with the business customer.

Annex 2: Other Processors

Company Name, Address	Purpose of Data Processing
Anynines GmbH, Science Park, 2, 66123 Saarbrücken, Germany	Development support and operational support
CGI Deutschland B.V. & Co. KG, Bertha-Benz-Platz 1, 70771 Leinfelden-Echterdingen, Germany	Development support and operational support
Cloud&Heat Technologies GmbH, Königsbrücker Str. 96, 01099 Dresden, Germany	Development support and operational support
Exivity BV, Kabelweg 21, 1014 Amsterdam, Netherlands	Development support and operational support
Freiheit.com Technologies GmbH, Budapester Str. 45, 20359 Hamburg, Germany	Consultancy and development support
Inovex GmbH, Karlsruher Str. 71, 75179 Pforzheim, Germany	Consultancy and development support
ISD Feniqs GmbH, Sternstraße 166-168, 67063 Ludwigshafen, Germany	Consultancy and operational support
Nextevolution GmbH, Van-der-Smissen-Straße 9, 22767 Hamburg, Germany	Development support and operational support
Rewion GmbH, Fichtenweg 6, 71711 Murr, Germany	Consultancy and operational support
Schwarz Digits Bulgaria EOOD, 51 Cherni vrah Blvd. Office X – Floor 11, BG-1407 Sofia, Lozenets District, Bulgaria	Development support and operational support
Schwarz Digits IT KG, Am Campus 1, 74177 Bad Friedrichshall, Germany	Development support and operational support
Schwarz Digits Romania S.C.S., Dimitrie Pompeiu Bd. 6E 2,3 u. 4,2, 20337 Bukarest, Romania	Development support and operational support
Schwarz IT S.L.U., calle Bergara n °13, 08002 Barcelona, Spain	Development support and operational support

SOCIAL BIGDATA COMUNICACION SL, Calle Bergara 13 P, 4, 08002 Barcelona, Spain	Development support and operational support