

# Supplementary conditions for commissioned processing of personal data (Suppl-CDPA) of Open Telekom Cloud

The contractual partners are T-Systems International GmbH (hereinafter referred to as Telekom), Hahnstrasse 43d, 60528 Frankfurt am Main, and the customer.

## 1. General

### General

The subject matter of the agreement is the regulation of the rights and obligations of the responsible party (Customer) and the processor (Telekom), insofar as the processing of personal data by Telekom for the Customer within the meaning of the applicable data protection law takes place within the scope of the service provision (according to the General Terms and Conditions (GTC) and other applicable documents), This agreement shall apply mutatis mutandis to the (remote) testing and maintenance of automated procedures or of data processing systems, if access to personal data cannot be excluded. The GTC and the other applicable documents, these "Supplementary conditions of commissioned processing of personal data" and the "Attachment to the Supplementary conditions on commissioned processing of personal data" Attachment) - together "Suppl-CDPA" - shall define the legal basis, subject and duration, as well as scope and purpose of the processing, type of Personal Data and categories of Data Subjects.

### Definitions

For the purposes of this "Suppl-CDPA" the term

- (a) "Processor" is a natural or legal person, authority, organization or other agency that processes Personal Data on behalf of the Customer. "Processor" is the Telekom;
- (b) "third party" means a natural or legal person, public authority, agency, or body other than the Data Subject, Customer, Processor, and persons who, under the direct authority of the Customer or Processor, are authorized to process Personal Data;
- (c) "GTC and other applicable documents" are the documents governing the provision of services;
- (d) "controller" is the natural or legal person, authority, organization or other agency that makes decisions individually or together with other parties regarding the purposes and means for processing Personal Data; the "controller" is the contractual Party referred to above as the "Customer" that bears the sole responsibility under this Suppl-CDPA for making decisions regarding the purposes and means for processing Personal Data;
- (e) "processing" refers to every procedure performed with or without the aid of automated processes or any series of such procedures relating to Personal Data such as acquisition, recording, organization, filing, storage, adaptation or modification, reading out, querying, using, disclosing through communication, dissemination or any other form of provision, comparison or linking, applying restrictions, deletion or destruction;

- (f) "Personal Data" means any information relating to an identified or identifiable natural person (hereinafter Data Subject)
- (g) "Data Subject" an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of such a natural person;
- (h) "Additional Processor or Subprocessor" is the contractual partner of the Processor, engaged to carry out specific processing activities on behalf of the Customer;
- (i) "Sub-subcontractor" refers to the agreement partner of the Additional Processor or Subprocessor, who is commissioned by the latter to perform specific processing activities under the regulatory scope of this Suppl-CDPA.

## 2. Rights and obligations of the Customer

**2.1 [Lawfulness of the Data Processing]** The Customer is solely responsible for the assessment of the admissibility of the data processing as well as for the protection of the rights of the Data Subjects. The Customer will take care in his area of responsibility to ensure that the legally required conditions are met (for example, by obtaining declarations of consent), so that Telekom can provide the agreed services in a lawful manner.

**2.2 [Instructions]** Telekom will only process Personal Data on the basis of documented instructions from the Customer, including with regard to the transfer of Personal Data to a third country or an international organization, unless it is obliged to do so by the law of the Union or the Member States to which Telekom is subject. In such a case, Telekom will inform the Customer of these legal requirements prior to processing, unless the law prohibits such notification because of a significant public interest. Instructions shall be understood to be the GTC and other applicable documents as well as the Suppl-CDPA. Within the framework of the product-specific parameters, the Customer determines the type and scope of the data processing by the type of use of the product, by selecting the variants possibly made available there, e.g. with regard to the scope and nature of the data to be processed or the place of data processing.

All additional instructions will be given in writing or by e-mail. Telekom will inform the Customer immediately if it believes that an instruction violates the applicable legal provisions. Telekom is entitled to suspend the execution of such an instruction until it has been confirmed or changed by the Customer.

**2.3 [Settlement for additional services]** Insofar as agreements on changes in the service have been made in the GTC and the other applicable documents, these shall take precedence over

the provisions in this clause. Insofar as no agreement has been made regarding changes in the service in the GTC and other applicable documents, additional instructions and measures that represent a deviation from the services specified in this Suppl-CDPA or in the GTC and other applicable documents are treated as an application for a change in the service. Additional instructions and measures which go beyond the contractually agreed services are to be remunerated separately - if not expressly agreed otherwise - in case of additional expenses for Telekom. In this case, the contracting parties will separately agree on appropriate remuneration. In case of reasonable additional instructions, the implementation of which is either not possible for Telekom or only possible with disproportionately high overhead, and are therefore not implemented by Telekom, the Customer can terminate the contract without notice.

Unless otherwise expressly agreed, support services provided by Telekom pursuant to clauses 2.5, and 3.4, 3.5, 3.7, 3.8, (there sentence 2), 3.9 and 3.10 of this agreement shall be separately remunerated.

**2.4 [Proof from the Telekom]** Telekom is free to substantiate the sufficient implementation of its legal obligations and the duties arising from this Suppl-CDPA, in particular the technical and organizational measures (Section 4) and measures that do not only concern the specific contract by the evidence specified in the attachment.

**2.5 [Checks inspections]** The Customer can audit at its own expense the compliance with the regulations for data protection and the obligations stipulated in this Suppl-CDPA by obtaining information and requesting the proofs listed under 2.4 from Telekom with regard to the processing in which it is involved. The Customer will primarily check whether the possibility for inspection granted in Sentence 1 of this clause is sufficient. Moreover, the Customer may, at its own expense, inspect on site the compliance with the data protection regulations. The Customer may perform the checks itself or have them performed by a Third Party it has commissioned at its own expense. Persons or Third Parties entrusted with such checks by the Customer must be obliged in a documented form at the time of commissioning to maintain confidentiality. The persons or Third Parties entrusted with the checks by the Customer shall be pre-announced to Telekom in an appropriate form and enabled to prove their legitimation for carrying out the checks. Third Parties in the meaning of this paragraph may not be representatives of Telekom's competitors. The Customer shall announce checks within a reasonable period of time and shall take due care during their performance not to disturb business operations.

**2.6 [Support from the Customer]** The Customer shall immediately and fully inform Telekom in case of suspected breaches of data protection and/or other irregularities in the processing of personal data in relation to the Processing concerned. The Customer will provide Telekom with timely and comprehensive support in examining possible violations and defending against claims by interested parties or third parties as well as in the defense against sanctions by supervisory authorities.

### 3. Rights and obligations of Telekom

**3.1 [Data Processing]** Telekom will process the personal data exclusively in accordance with the GTC and other applicable documents and this Suppl-CDPA and according to the instructions of the Customer in accordance with the provision of clause 2.2. Telekom does not use the Personal Data for any other purpose and will not disclose the Personal Data it processes to unauthorized third parties. Copies and duplicates are not created without the prior consent of the Customer. This does not include backup copies to ensure proper data processing. Telekom warrants that the employees involved in the processing of the Personal Data of the Customer and other persons operating on behalf of Telekom shall process such Personal Data only on the basis of the instructions of the Customer, unless they are obliged to process the data in accordance with the law of the European Union or the member states.

**3.2 [Data Privacy Officer]** Telekom shall appoint an independent, knowledgeable and reliable data protection officer if required by the applicable law of the European Union or the member state to which Telekom is subject.

**3.3 [Space restrictions; power of attorney]** Telekom will provide the contractual services in Germany or from the service locations agreed with the Customer in the GTC and other applicable documents as well as the Suppl-CDPA. Changes to the place of data processing shall be agreed upon by the parties in accordance with the form stipulated in this GTC and other applicable documents and this Suppl-CDPA in accordance with clause 6.2 to clause 6.6 if necessary.

**3.4 [Support for obligations of the Customer]** Telekom will assist the Customer in complying with its obligations under applicable law, as contractually agreed, taking into account the nature of the Processing and the information at its disposal.

**3.5 [Support for checks and requests for information]**

If the Customer is obliged to provide information on the processing of Personal Data to a governmental body or a data subject, Telekom will assist the Customer in providing this information, provided that such information relates to the contractual Data Processing and if the Customer cannot already comply with the request for information by itself or by appropriate selection of certain product parameters. Depending on the nature of the processing, Telekom will, where possible, support the Customer with appropriate technical and organizational measures in its area of responsibility to respond to requests for the exercise of rights of the Data Subject. To the extent that a person concerned directly applies to the Telekom for the purpose of asserting an affected right, Telekom will forward the inquiries of the Data Subject promptly to the Customer. To the extent legally permissible, Telekom will inform the Customer about notifications by the supervisory authorities (e.g. inquiries, notification of measures or requirements) in connection with the processing of Personal Data according to this Suppl-CDPA. To the extent legally permissible, Telekom shall provide information to third parties, including supervisory authorities, only after written approval by and in consultation with the Customer.

**3.6 [Incident reporting]** Telekom will inform the Customer without culpable delay about cases of serious breakdowns,

suspected violations of data protection and/or other irregularities in the processing of Personal Data.

**3.7 [Proof and documentation]** The Parties shall assist each other in demonstrating and documenting their accountability with respect to the principles of due processing of Personal Data.

**3.8 [Directory of commissioned processing activities]**

Telekom will keep a record of all categories of personal data processing activities carried out on behalf of the Customer, in accordance with the relevant applicable legal provisions to which it is subject. Telekom will assist the Customer upon request and provide the Customer with the information necessary to maintain its directory of processing activities, provided that such information is in the contractually defined area of responsibility and service of Telekom as processor and the Customer has no other access to this information.

**3.9 [Privacy impact assessment]** If the Customer conducts a privacy assessment and/or intends to consult the supervisor for a privacy impact assessment, then the parties will agree on the content and scope of any support provided by Telekom as and when requested by the Customer.

**3.10 [Conclusion of the contractual work]** Personal Data that is no longer required, with the exception of the Personal Data to be maintained due to Telekom's statutory obligations, are, unless otherwise stipulated in the GTC and other applicable documents, returned to the Customer or destroyed or deleted at the expense of the Customer, unless otherwise agreed. The same applies to test and waste material. If not already possible through the Customer's selection of certain product parameters, the Customer may demand, at the termination of the contractual relationship or at the end of the contract, at his own expense and in a pre-agreed format, that Personal Data that is not destroyed or deleted pursuant to sentence 1 will be handed over and give the Telekom a deadline (at the latest until end of contract) for such handover. The request for release must be received by Telekom one month before the end of the deadline specified by the Customer or one month before the end of the contract.

**4. Technical and organizational security measures**

**4.1 [Technical and organizational measures]** The Customer and Telekom will take appropriate technical and organizational measures to ensure a level of protection appropriate to the risk. The measures currently considered suitable by Telekom are described in the Appendix. The Customer has assessed the technical and organizational measures against the background of his specific Data Processing needs with regard to an appropriate level of protection and accepted them as appropriate. Any further developments shall be implemented in accordance with clause

**4.2 [Further developments]** The technical and organizational measures may be adjusted to the further technical and organizational developments during the course of the contractual relationship.

The Customer shall check the security of the processing and the appropriateness of the level of protection on a regular basis and shall inform Telekom immediately about any possible need for adjustments. The Customer shall provide Telekom with all necessary information in this respect. For its part, Telekom checks

the internal processes and the technical and organizational measures on a regular basis, in order to warrant that the processing in its area of responsibility complies with the requirements of the GDPR and that the protection of the rights of the Data Subjects is guaranteed. The Customer shall compensate Telekom, unless explicitly agreed otherwise, for any additional expenses incurred by the adjustment of the protective measures in line with technical progress.

**4.3 [Audits and proofs]** With regard to the audit and proof possibilities, clauses 2.4 and 2.5 shall apply.

**5. Confidentiality**

**5.1 [Confidentiality]** Telekom will maintain confidentiality in connection with the processing of Personal Data agreed herein. It will oblige the persons authorized to process the Personal Data to confidentiality, insofar as these are not already subject to an appropriate statutory confidentiality obligation. Agreements in the terms and conditions and the other applicable documents to maintain the confidentiality and protection of non-personal data remain unaffected. Insofar as no agreement has been reached in the GTC and the other applicable documents, both parties undertake to keep secret all information in the area of the other party that is not generally disclosed, which they become aware of through the business relationship

**5.2 [Obligations of persons involved]** Telekom shall familiarize any persons who have access to Personal Data with the data protection regulations and the provisions of this Agreement that are relevant for them.

**6. Subprocessors**

**6.1 [Authorization]** Telekom may use additional processors (Subprocessors and Sub-subprocessors) to perform the tasks described in this Suppl-CDPA. Commissions that Telekom places with Third Parties as ancillary services to support the execution of the work assigned to it and that do not involve commissioned processing of Personal Data for the Customer shall not be regarded as a subprocessing relationship within the meaning of this provision.

**6.2 [Special authorization]** The Customer's approval shall be deemed granted for the Subprocessors, Sub-subprocessors and the areas of responsibility specified in the Appendix.

**6.3 [General written authorisation]** Subject to clause 6.4, the Customer's consent shall be deemed granted to involve further Processors (Subprocessors and Sub-subprocessors) in the performance of the Services.

**6.4 [Information of intended changes]** Telekom informs the Customer of any intended change in the use of further or the replacement of existing Processors (Subprocessors and Sub-subprocessors), giving the Customer the opportunity to object to such changes within 14 days of receipt of the information by the Customer. Customer will not refuse to approve such changes without good cause. If the Customer makes use of his right of objection and Telekom uses the subcontractor anyway, the Customer can terminate the contract without notice.

**6.5 [Selection of Subprocessors]** Telekom will select Subprocessors who provide reasonable guarantees that the

agreed appropriate technical and organizational measures will be performed in such a way that the processing will be carried out in accordance with the requirements of the relevant applicable legal provisions. Telekom will enter into contractual agreements with Subprocessors that comply with the content of the contractual provisions of this Suppl-CDPA. Telekom will agree with the Subprocessor on the technical and organizational measures and will have the compliance with the agreed technical and organizational measures regularly confirmed by the latter.

**6.6 [Sub-subprocessors]** The commissioning of Sub-subprocessors is permitted in accordance with clause 6.1 to clause 6.5.

## 7. Term and termination of the Agreement

This agreement is valid for the duration of the actual service provision by Telekom. This applies regardless of the term of any other contracts (in particular the GTC and the other applicable documents), which the parties have also concluded with regard to the provision of the agreed services.

## 8. Liability and Indemnity

**8.1 [Area of responsibility of the Customer]** The Customer, in its area of responsibility, ensures the implementation of the obligations arising from the relevant applicable legal provisions in the Processing of Personal Data.

**8.2 [Liability]** The liability regulation from the GTC and the other applicable documents applies to this Suppl-CDPA, as far as a limitation of liability in accordance with the relevant applicable legal provisions in favor of Telekom does not apply.

## 9. Miscellaneous

**9.1 [Validity of the Agreement]** The validity of the remaining provisions shall remain unaffected by the invalidity of any provision of this Suppl-CDPA. If a provision proves ineffective, the parties will replace it with a new one that comes closest to that desired by the parties.

**9.2 [Changes to Agreement]** All changes to this Suppl-CDPA and ancillary agreements must be in writing (including the electronic form). This also applies to the termination of this written form clause itself.

**9.3 [General Terms and Conditions]** It is agreed between the parties that the "General Terms and Conditions" of the Customer do not apply to this Suppl-CDPA.

**9.4 [Place of jurisdiction]** The sole place of jurisdiction for all disputes arising from and in connection with this Suppl-CDPA is Bonn. This is subject to any exclusive legal jurisdiction.

**9.5 [Applicable law]** This Suppl-CDPA is founded on the EU General Data Protection Regulation (EU GDPR). If additional "Country-Specific Terms" (hereinafter referred to as "CST") will apply, they are detail in the Attachment.

**9.6 [Precedence]** In the case of contradictions between the provisions of this Suppl-CDPA and provisions of other agreements, in particular the GTC and the other applicable documents, the provisions of this Suppl-CDPA shall prevail. Incidentally, the provisions of the GTC and the applicable documents remain unaffected and apply accordingly to these Suppl-CDPA.

# Attachment to Supplementary Conditions for Data Processing of Personal Data of Open Telekom Cloud

## 1. Country-Specific Terms ("CST")

**[Additional specific provisions]** In addition, the contractual parties hereby agree that the Federal Data Protection Act of Germany shall apply

## 2. Details about the Data Processing

Processing categories, Personal Data to be processed/relevant Personal Data; type of access:

### a) Details about the "Processing Categories"

IaaS

PaaS

SaaS

### b) Categories of Data Subjects:

Customers

personnel data of persons processed by customers of Open Telekom Cloud

### c) Affected Personal Data:

Name

Contact data (e.g., telephone, e-mail)

Data that can be traced back to individuals or personal log data (usernames, IP address)

All other personal data, which is defined in Article 4 no. 1 of GDPR, that is transmitted by the customer or stored during the use of the product where the access by the Telekom's System administrators cannot be excluded.

### d) Special categories of Personal Data (e.g., Section 9 of the EU GDPR (must be specified here in detail)):

None

## 3. Access to Personal Data

The Controller provides the Processor with the Personal Data, enables the Processor to access the Personal Data, or allows the Processor to collect the Personal Data by transferring such personal data via a secure connection.

## 4. Services, purpose of the Processing

The type of service as well as the processing purpose are conclusively regulated in the product terms and conditions and the service description.

## 5. Processing location

The processing of the data takes place in Germany, Netherlands, Hungary and Slovakia

## 6. Technical and organizational measures

The following measures shall be agreed for the commissioned collection and/or processing of Personal Data:

### a) Confidentiality (Section 32 (1) Para. b of the EU General Data Protection Regulation – EU GDPR)

- Admittance control  
No unauthorized access to data processing systems, e.g.: magnetic or chip cards, keys, electric door openers, plant security and/or concierge, alarm systems, video systems;
- Access control  
No unauthorized use of the system, e.g.: (secure) passwords, automatic locking mechanisms, two-factor authentication, encryption of data media;
- Data access control  
No unauthorized reading, copying, modifying or removal within the system, e.g.: authorization concepts and needs-based access rights, and logging of accesses;
- Separation control  
Separate processing of data that has been collected for different purposes, e.g.: multitenancy, sandboxing;

### b) Integrity (Section 32(1) Para. b of the EU GDPR)

- Disclosure control  
No unauthorized reading, copying, modifying or removal during electronic transfers or transport, e.g.: encryption, Virtual Private Networks (VPN), electronic signatures;
- Input control  
Definition of whether and by whom Personal Data was input into, modified or removed from data processing systems, e.g.: logging, document management;

### c) Availability and resilience (Section 32(1) Para. b of the EU GDPR)

- Availability control  
Protection against accidental or deliberate destruction and/or loss, e.g.: backup strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS), anti-virus protection, firewall, reporting paths and emergency plans;

- Ability to restore availability (Section 32(1) Para. c of the EU GDPR);
- d) Process for regularly testing, assessing and evaluating (Section 32(1) Para. d of the EU GDPR; Section 25(1) of the EU GDPR)
- Data protection management;
  - Incident response management;
  - Default settings that promote data protection (Section 25(2) of the EU GDPR);
  - Order control
- No commissioned Data Processing within the meaning of Section 28 of the EU GDPR without corresponding instructions from the Customer, e.g.: unequivocal drafting of the agreement, formalized commission management, stringent selection of the service provider, obligation to conduct thorough checks in advance, follow-up checks.

## 7. Proof from the Processor

The Processor is entitled to document the adequate implementation of the obligations arising from this CDP Agreement, in particular the technical and organizational measures (§ 7) and measures that do not only affect the specific commission, with Certifications in accordance with an approved certification procedure; see [open-telekom-cloud.com](https://open.telekom-cloud.com).

## 8. Approved Subprocessors

### Details about Subprocessors/services/processing locations

The Processor intends to deploy the following Subprocessors for the following services/at the following processing locations:

Deutsche Telekom Systems Solutions Hungary Kft.  
H-1097 Budapest, Toth Kalman u 2/B  
Services: Operation, 2nd Level Support  
Processing location: Hungary

Deutsche Telekom IT & Telecommunications Hungary Kft.  
H-1097 Budapest, Toth Kalman u 2/B  
Services: 2nd Level Support  
Processing location: Hungary

Deutsche Telekom IT GmbH  
53227 Bonn, Landgrabenweg 151  
Services: MyWorkplace  
Processing location: Germany

Deutsche Telekom AG  
53113 Bonn, Friedrich-Ebert-Allee 140  
Services: Cloud Provider  
Processing location: Germany

Deutsche Telekom Systems Solutions Slovakia s.r.o.  
040 01 Košice, Žriedlová 13  
Services: Cloud Provider  
Processing location: Slovakia

T-Systems Multimedia Solutions GmbH  
01129 Dresden, Riesaer Straße 5  
Service: Cloud Provider  
Processing location: Germany

T-Systems on site services GmbH  
13509 Berlin, Holzhauser Str. 4-8  
Service: Cloud Provider  
Processing location: Germany

operational services GmbH & Co. KG  
60549 Frankfurt am Main,  
Frankfurt Airport Center  
Gebäude 234, HBK25  
Service: Cloud Provider  
Processing location: Germany

Deutsche Telekom Individual Solutions & Products GmbH  
53113 Bonn, Friedrich-Ebert-Allee 70  
Services: 1st & 1,5 Level Support, Hardware maintenance  
Processing location: Germany, Netherlands

GULP Solutions Services GmbH & Co.KG  
50667 Köln, Breite Straße 137-139  
Service: Servicedesk  
Processing location: Germany  
Used by Deutsche Telekom Individual Solutions & Products GmbH

I.T.E.N.O.S. International Telecom Network  
Operation Services GmbH  
53119 Bonn, Lievelingsweg 125  
Service: Hardware maintenance  
Processing location: Germany  
Used by Deutsche Telekom Individual Solutions & Products GmbH

Deutsche Telekom Security GmbH  
53113 Bonn, Bonner Talweg 100  
Service: Cloud Provider  
Processing location: Germany

Sendinblue GmbH  
10179 Berlin, Köpenicker Str. 126  
Service: Communication-Tool  
Processing location: Germany

Reply AG  
33334 Gütersloh, Bartholomäusweg 26  
Service: Maintenance and Consulting  
Processing location: Germany

Red Reply GmbH  
60314 Frankfurt, Umlandstr. 2  
Service: Maintenance and Consulting  
Processing location: Germany

ImpressSol GmbH  
84072 Au i.d.Hallertau, Am Bahndamm 10  
Service: Consulting  
Processing location: Germany