

# Data Processing Agreement pursuant to Art. 28 GDPR

between the **users of the "LCi platforms"** (consisting of the online services www.agroparts.com and www.logiparts.com and all modules and services contained therein)

- hereinafter referred to as the "Controller" -

and the

**LexCom Informationssysteme GmbH, Rüdeshheimer Str. 23, 80686 Munich, Germany**

- hereinafter referred to as the "Processor" -

## 1. Entry into force and duration of the order

(1) Entry into force

This agreement comes into force upon registration on the respective LCi platform and use of the services by explicit confirmation by the user.

(2) Duration

The duration of this agreement corresponds to the term of the service agreement or the duration of use of the LCi platforms by the user.

## 2. Subject of the order / data types / data subjects

The subject matter of the order, the types of personal data processed and the data subjects are listed in **Annex 1**.

## 3. Place of processing

The provision of the contractually agreed data processing shall take place exclusively in a member state of the European Union or in another state party to the Agreement on the European Economic Area. Relocation to a third country may only take place with the consent of the client and under the conditions contained in Chapter V of the General Data Protection Regulation and in compliance with the provisions of this contract.

## 4. Technical and organisational measures

(1) The Contractor shall document the level of implementation of the technical and organisational measures set out and required prior to the award of the contract in **Annex 2** and shall make this documentation available to the Client for inspection together with this declaration upon request. If accepted by the client, the documented measures shall form the basis of the contract. Otherwise, the parties shall not enter into a service agreement.

(2) The Contractor shall establish security in accordance with Art. 28 para. 3 lit. c, 32 GDPR, in particular in conjunction with Art. 5 para. 1, para. 2 GDPR. Overall, the measures to be taken are data security measures and measures to ensure a level of protection appropriate to the risk with regard to the confidentiality, integrity, availability and resilience of the systems. In doing so, the contractor shall take into account the state of the art, the implementation costs and the nature, scope and purposes of the processing as well as the varying likelihood and

severity of the risk to the rights and freedoms of natural persons within the meaning of Art. 32 para. 1 GDPR.

(3) The technical and organisational measures are subject to technical progress and further development. In this respect, the Contractor shall be permitted to implement alternative adequate measures. In doing so, it shall not fall below the security level of the specified measures. Significant changes shall be documented.

(4) The Contractor shall carry out a review of the effectiveness of the technical and organisational measures to ensure the security of the processing as required, otherwise at regular intervals. If this results in a need to adapt the measures taken, the Contractor shall implement these after consultation with the Client.

## **5. Commitment to confidentiality**

In the fulfilment of this contract, the Contractor shall only use persons who have been bound to confidentiality in writing before the start of the order processing or who are subject to an appropriate statutory duty of confidentiality.

## **6. Rectification, restriction and erasure of data**

(1) The Contractor shall not rectify, erase or restrict the processing of data processed on behalf of the Client without authorisation, but only in accordance with documented instructions from the Client. If a data subject contacts the Contractor directly in this regard, the Contractor shall forward this request to the Client without delay.

(2) To the extent covered by the scope of services, the Contractor shall directly ensure the erasure concept, right to be forgotten, rectification, data portability and information in accordance with documented instructions from the Client. Individual instructions that deviate from the service agreement or impose additional requirements shall require the Contractor's prior consent.

## **7. Rights of data subjects ("data subject")**

(1) The Contractor shall support the Client as far as possible with suitable technical and organisational measures in safeguarding the rights of the data subjects referred to in Art. 12 to 22 GDPR. The Contractor shall be entitled to demand reasonable remuneration from the Client for these support services. This does not apply if the support is necessary due to a breach of law or contract by the Contractor.

(2) If a data subject contacts the Contractor directly to assert their rights pursuant to Art. 12 to 22 GDPR, the Contractor shall forward the request to the Client in a timely manner.

## **8. Further support obligations of the contractor**

(1) The contractor is obliged to support the client in complying with the obligations set out in Articles 32 to 36 GDPR, taking into account the type of processing and the information available to him.

(2) The Contractor shall inform the Client immediately if it becomes aware of a breach of the protection of Client data in its area of responsibility and shall support the Client in the fulfilment of any reporting and notification obligations within the scope of what is reasonable and necessary.

## 9. Subcontracting relationships

(1) Subcontracting relationships within the meaning of this provision shall be understood as those services that relate directly to the provision of the main service. This does not include ancillary services which the contractor utilises, e.g. as telecommunication services, postal/transport services, maintenance and user service or the disposal of data carriers as well as other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of data processing systems. However, the Contractor is obliged to take appropriate and legally compliant contractual agreements and control measures to ensure the data protection and data security of the Client's data, even in the case of outsourced ancillary services.

(2) The Contractor may have the processing of the data carried out in whole or in part by other contractors ("subcontractors") or change them, provided that the requirements of this Section 9 are met ("general authorisation").

The Contractor shall inform the Client in text form in advance of the planned commissioning or modification of the subcontractor by providing the information described in Section 9.3. The Client shall then have the opportunity to object to the subcontracting after receiving the information. If the client does not object within 14 days of receipt of the notification, the subcontractor shall be deemed to have been approved. In the event of an objection by the client, the parties shall agree on possible alternative solutions. Any additional costs shall be borne by the client. If no agreement is reached, the Contractor shall be entitled to terminate the main contract and this order processing contract with a notice period of three months. The subcontractors listed in **Annex 3** shall be deemed to have been approved by the Client upon conclusion of the contract.

(3) For the approval of a subcontractor within the meaning of Section 9.2, the following information must be submitted to the client in advance: Name and registered office of the subcontractor, place of processing, which processing operations are carried out by the subcontractor and proof of the appropriate technical and organisational measures taken, and in the case of third country transfers, proof of appropriate guarantees, unless an adequacy decision has been made.

(4) The Contractor shall enter into agreements with the subcontractor that essentially impose the same data protection obligations on the subcontractor as are imposed on the Contractor by this Data Processing Agreement. The parties agree that this requirement is fulfilled if the contract between the contractor and the respective subcontractor corresponds to the content of this contract.

(5) If the Contractor intends to use a subcontractor based or established in a third country and if this makes it necessary to transfer personal data to a third country, the Contractor must ensure that the requirements pursuant to Art. 44 et seq. GDPR are complied with.

(6) If the subcontractor fails to fulfil its obligations under data protection law, the contractor shall be liable to the controller for compliance with the subcontractor's obligations. In this case, the contractor shall, at the request of the controller, terminate the employment of the subcontractor in whole or in part or terminate the contractual relationship with the subcontractor if and to the extent that this is not disproportionate.

## 10. Control rights of the client

(1) The Client shall have the right to inspect the Contractor's compliance with the obligations on site. In order to carry out the on-site inspection, the contractor shall grant the client or an

external auditor commissioned by the client access to the respective business premises in which data of the controller is processed. Unless otherwise indicated for urgent reasons to be documented by the controller, the inspections shall take place after reasonable advance notice. The controller shall carry out the inspection on site without disrupting operations and in strict compliance with the contractor's business and trade secrets. The controller shall demonstrably bind the persons entrusted with the on-site inspection to secrecy.

(2) The Contractor shall ensure that the Client can satisfy itself of the Contractor's compliance with its obligations under Art. 28 GDPR. The Contractor undertakes to provide the Client with the necessary information upon request and, in particular, to provide evidence of the implementation of the technical and organisational measures.

(3) The Contractor shall be entitled, at its own discretion, taking into account the Client's legal obligations, not to disclose information that is sensitive with regard to the Contractor's business or if the Contractor would be in breach of legal or contractual obligations by disclosing it.

(4) The Contractor may assert a claim for remuneration for the facilitation of inspections by the Client. This shall not apply if the support is necessary due to a breach of law or contract by the Contractor.

## **11. Authorisation of the client to issue instructions**

(1) The Contractor shall inform the Client immediately if it is of the opinion that an instruction violates data protection regulations. The Contractor shall be authorised to suspend the implementation of the corresponding instruction until it is confirmed or amended by the Client.

(2) The client shall issue all orders, partial orders or instructions in documented form. In urgent cases, instructions may be issued verbally. The client shall confirm such instructions in writing without delay.

## **12. Deletion and return of personal data**

(1) Copies or duplicates of the data shall not be created without the client's knowledge. Excluded from this are backup copies, insofar as they are necessary to ensure proper data processing, as well as data that is required in order to comply with statutory retention obligations.

(2) After completion of the contractually agreed work or earlier at the request of the Client - at the latest upon termination of the service agreement - the Contractor shall hand over to the Client all documents, processing and utilisation results and data pertaining to the contractual relationship that have come into its possession or, with prior consent, destroy them in accordance with data protection regulations. The same applies to test and scrap material. The deletion log must be submitted on request.

(3) The Contractor shall retain documentation that serves as proof of proper data processing in accordance with the order beyond the end of the contract in accordance with the respective retention periods. The Contractor may hand them over to the Client at the end of the contract in order to discharge the Client.

## **13. Final provisions**

(1) Amendments and supplements to this contract must be made in writing. This also applies to the waiver of this formal requirement.

(2) Should individual provisions of this agreement be or become invalid or contain a loophole, the remaining provisions shall remain unaffected. In this case, the parties hereby undertake to replace the invalid provision with a legally permissible provision that comes closest to the purpose of the invalid provision and best fulfils the requirements of Art. 28 GDPR.

(3) Insofar as adjustments to this contract are necessary in order for the parties to comply with legal requirements, the parties shall make the corresponding adjustments without delay.

(4) This contract is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The sole place of jurisdiction for all disputes arising from and in connection with this contract is Munich. This shall apply subject to any exclusive statutory place of jurisdiction.

(5) In the event of contradictions between this agreement and other agreements between the parties, in particular the main agreement, the provisions of this agreement shall take precedence.

## **Annexes**

**Annex 1 - Subject of the order / data types / data subjects**

**Annex 2 - Technical and organisational measures**

**Annex 3 - Subcontractors and third countries used**

## **Appendix 1 - Subject of the order / data types / data subjects**

### **1. Subject of the order**

The order may include the following processing operations as part of the provision of the respective LCi platform described in the respective main contract:

- a) Processing of personal data for the purpose of transmitting and processing spare parts orders entered by the client in the LCi platform
- b) Processing of personal data in the context of the use of special services of the respective LCi platform, such as the processing of warranty cases via the "*Warranty*" module.
- c) Processing of personal data for which access by the contractor in the context of maintenance and/or support services cannot be ruled out.
- d) Access to the personal data mentioned under a) to c) may also exist in the context of the contractor's own evaluations for the purpose of needs-based design, further development, protection and optimisation of the service covered by the order as well as for measuring success and usage. The data affected by the order is anonymised/pseudonymised or aggregated so that it is not possible for the contractor to identify individual data subjects. The parties agree that this data is not the subject of this contract.

### **2. Data types**

The following data types/categories are subject to the processing of personal data:

- a) Contact/address data of third parties (end customers), including in particular: name, address, telephone, e-mail address in the context of the processing referred to in 1. a) and b)
- b) Customer data stored locally by the client as part of the processing mentioned under 1. c)

### **3. Affected parties**

Customers of the client

## **Annex 2 - Technical and organisational measures**

- The contractor's IT security is certified in accordance with ISO/IEC 27001.
- The contractor's IT security is certified in accordance with TISAX/VDA.

The complete list of technical-organisational measures can be submitted to the client if required.



### Annex 3 - Subcontractors

Subcontractor	Address/country	Performance
Belenus LOB GmbH	Rüdesheimer Str. 23 80686 Munich Germany	Provision of all internal and external IT operations
LexCom (China) Co, Ltd	Suite G, 9/F Huamin Empire Plaza, 728 Yan An West Road, Changning Shanghai, 200050 CHINA	Provision of customer support
LexCom Japan K.K.	Shin-Yokohama Daini Centre Bldg., 7F, 3-19-5 Shin-Yokohama, JAPAN	Provision of customer support
LexCom Information Systems Ltd	Unit C3 Arena Business Centre, 9 Nimrod Way, Wimborne, BH21 7UH, UNITED KINGDOM	Provision of customer support
LexCom France SARL	Espace Mama Works 51 Quai Lawton 33300 Bordeaux FRANCE	Provision of customer support
OiC Imaging Comercial Ltda	Rua Kara 419, CEP 09750-300, São Bernardo do Campo, São Paulo, BRAZIL	Provision of customer support
LAM Service Corp.	1230 Peachtree St. NE, Suite 3100, Atlanta, GA 30309, USA	Provision of customer support
Pimcore GmbH	Söllheimer Straße 16, 5020 Salzburg, Austria	Support service for internal CMS
almuc Advertising GmbH & Co KG	Friedenstr. 22b, 81671 Munich, Germany	Provision of marketing services
enuvo GmbH	Seefeldstrasse 25, 8008 Zurich, Switzerland	Provision of marketing services
CD Werbemittel Vertriebs GmbH	Industriestr. 1, 82110 Germering, Germany	Provision of marketing services
FACT GmbH	Einsteinstrasse 43, 73230 Kirchheim/Teck, Germany	Provision of marketing services