

DATA PROCESSING AGREEMENT OF FIDECTUS AG FOR FIDECTUS CLOUD SERVICES

(the "DPA" or "ADV") of 24 September 2024, Version 1.3

1. BACKGROUND

- 1.1. Purpose and application. This document ("DPA") is incorporated into the agreement and forms part of a written contract (including contracts concluded in electronic form) between Fidectus and the customer. This DPA applies to Personal Data processed by Fidectus and its sub-processors in connection with the provision of the Cloud Service. This DPA does not apply to non-production environments of the Cloud Service provided by Fidectus, and the Client shall not store any Personal Data in such environments.
- 1.2. GDPR. Fidectus and the Client agree that it is the responsibility of each party to review and adopt the requirements imposed on controllers and processors by the General Data Protection Regulation 2016/679 ("GDPR") impose on controllers and processors, in particular with regard to Articles 28 and 32 to 36 of the GDPR, if and to the extent that they apply to the Client's/Controller's Personal Data processed in the course of the provision of services.
- 1.3. Data categories and purpose of processing. Fidectus collects and processes contact information (name, title, email address, telephone number, postal address and other relevant contact information), access/use/authorisation data (login data, password), technical information (IP address and browser metadata) and company-specific billing and contract data (company name, account details) for the purpose of providing cloud services (Art. 6 (1) lit. b GDPR). Insofar as this information relates to the client's employees or other individuals, this processing is based on Fidectus' legitimate interest in providing cloud services to the client (Art. 6 (1) lit. f GDPR).
- 1.4. Fidectus acts as a processor and the client and the legal entities to whom it permits the use of the cloud service act as controllers within the framework of the DPA. The client is the sole point of contact and is solely responsible for obtaining all relevant authorisations, consents and approvals for the processing of personal data in accordance with this DPA and, where necessary, the consent of the controllers for the use of Fidectus as a processor. Insofar as authorisations, consents, instructions or consents are granted by the client, these are granted not only on behalf of the client, but also on behalf of other controllers who use the cloud service. When Fidectus informs the client or sends it notifications, this information or these notifications are deemed to have been received by those controllers whom the client has authorised to use the cloud service. It is the client's responsibility to forward this information and these messages to the relevant controllers.

2. DEFINITIONS

Terms highlighted that are not defined here have the meaning assigned to them in the agreement (equivalent to the order agreement).

- 2.1. "Controller" means the natural or legal person, public authority or agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; for the purposes of this DPA, the controller in relation to Fidectus, where the customer acts as a processor for another controller, shall be deemed to be an additional and independent controller with the corresponding rights and obligations of a controller under this DPA.
- 2.2. "Data Centre" means the location where the production instance of the Cloud Service is hosted for the Client in its region, or the location that has been communicated to the Client or agreed in an order agreement.
- 2.3. "Data Protection Law" means the applicable legal provisions for the protection of the fundamental rights and freedoms of individuals and their privacy rights in relation to the processing of Personal Data within the scope of the Agreement (and includes, in relation to the relationship between the parties regarding the processing of Personal Data by Fidectus on behalf of the Client, the GDPR as a minimum standard, regardless of whether the Personal Data is subject to the GDPR or not).
- 2.4. "Data Subject" means an identified or identifiable natural person as defined in data protection law.
- 2.5. "EEA" means the European Economic Area, i.e. the member states of the EU as well as Iceland, Liechtenstein and Norway.
- 2.6. "European sub-processor" means a sub-processor that is commissioned to physically process personal data in the EEA or Switzerland and/or, through the use of alternative processing and transfer mechanisms, ensures a level of data protection that complies with the GDPR.
- 2.7. "Technical and Organisational Measures" refers to the technical and organisational measures for the respective Fidectus service, which are published in the Support Centre (provided via Fidectus Support) or on the Fidectus website at <https://trust.fidectus.com/>.
- 2.8. "Personal data" refers to all information relating to a data subject that is subject to data protection law. In this DPA, this refers only to personal data that (i) is collected by the Client or its Authorised Users in the Cloud Service or through its use, or (ii) is provided by Fidectus or its sub-processors, or which Fidectus or its sub-processors access in order to provide support in accordance with the Agreement. Personal data is a subset of the Client Data (as defined in the Agreement).
- 2.9. "Personal Data Breach" means a confirmed
 - 2.9.1. accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or unauthorised access by third parties to Personal Data, or
 - 2.9.2. a comparable incident involving personal data, in which case the controller is in any event obliged under data protection law to report this to the competent data protection authorities or to the data subjects.

- 2.10. "Processor" means a natural or legal person, public authority or agency or other body that processes personal data on behalf of the controller, either directly as a processor of a controller or indirectly as a sub-processor of a processor who processes personal data on behalf of the controller.
- 2.11. "Standard Contractual Clauses (2010)" (also referred to as "EU Model Clauses") means the standard contractual clauses (processors) published by the European Commission, reference 2010/87/EU.
- 2.12. "Subprocessors" means affiliated companies of Fidectus and third parties engaged by Fidectus or affiliated companies of Fidectus to provide the Cloud Service and who process Personal Data in accordance with this DPA.
- 2.13. "New Standard Contractual Clauses" means the unmodified standard contractual clauses published by the European Commission, reference 2021/914, or subsequent final versions of these clauses, which apply automatically. For clarification, Modules 2 and 3 as described in Section 8 apply.
- 2.14. "Third Country" means any country, organisation or territory that is not recognised by the European Union as a safe country with an adequate level of data protection in accordance with Article 45 of the GDPR.
- 2.15. "Relevant transfer under new standard contractual clauses" means a transfer (or onward transfer) of personal data to a third country that is subject to either the GDPR or applicable data protection law and where all adequacy measures under the GDPR or applicable data protection law can be fulfilled by agreeing to the new standard contractual clauses.

3. SECURITY OF PROCESSING

- 3.1. Appropriate technical and organisational measures. The contractor shall organise its internal operations in such a way that they meet the specific requirements of data protection. It shall take technical and organisational measures to adequately protect the client's data against misuse and loss in accordance with the legal requirements of the General Data Protection Regulation 2016/679 (GDPR). These shall take into account the state of the art, the implementation costs, the nature, scope, context and purpose of the processing of personal data. This includes in particular
 - 3.1.1. a) preventing unauthorised persons from accessing data processing equipment used to process and use personal data (access control),
 - 3.1.2. b) preventing unauthorised persons from using data processing systems (access control),
 - 3.1.3. c) ensuring that persons authorised to use a data processing system can only access data to which they have access authorisation, and that personal data cannot be read, copied, modified or removed without authorisation during processing, use and after storage (access control),
 - 3.1.4. d) ensure that personal data cannot be read, copied, modified or removed without authorisation during electronic transmission or during transport or storage on data carriers, and that it is possible to check and determine to which locations personal data is to be transmitted by data transmission facilities (transfer control),
 - 3.1.5. e) ensure that it can be subsequently verified and determined whether and by whom personal data has been entered, modified or removed from data processing systems (input control),
 - 3.1.6. f) ensure that personal data processed on behalf of others can only be processed in accordance with the instructions of the client (order control),
 - 3.1.7. g) ensure that personal data is protected against accidental destruction or loss (availability control),
 - 3.1.8. h) ensure that data collected for different purposes can be processed separately (separation control).
 - 3.1.9. A measure under b to d is, in particular (but not limited to), the use of state-of-the-art encryption methods.
- 3.2. Changes. Fidectus applies these technical and organisational measures equally to all Fidectus customers who are hosted in the same data centre and receive the same cloud service. Fidectus may change the measures at any time without notice, as long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without compromising the level of security for the protection of personal data.
- 3.3. The contractor shall provide the client with the contact details of the company data protection officer upon request.

4. OBLIGATIONS

- 4.1. Client's instructions. Fidectus will only process personal data in accordance with the documented instructions of the client. The agreement (including this DPA) constitutes such a documented initial instruction, and each use of the cloud service then constitutes a further instruction. Fidectus shall make every reasonable effort to follow all other instructions from the client, insofar as they are required under data protection law, technically feasible and possible without changes to the cloud service. If any of the above exceptions apply, or if Fidectus is otherwise unable to comply with an instruction or believes that an instruction violates data protection law, Fidectus will notify the client immediately (email permitted).
- 4.2. Processing based on legal requirements. Fidectus may also process personal data if required by applicable law. In such a case, Fidectus will inform the client of these legal requirements prior to processing, unless the law in question prohibits such information due to an important public interest.
- 4.3. Authorised persons. Fidectus and its sub-processors shall only grant access to the processing of personal data to authorised persons who have committed themselves to confidentiality. Fidectus and its sub-processors shall regularly train persons who have access to personal data in relation to the applicable data security and data protection measures.

- 4.4. Cooperation. At the request of the client, Fidectus will cooperate appropriately with the client and the controllers to handle enquiries from data subjects or supervisory authorities regarding the processing of personal data by Fidectus or a personal data breach. Fidectus shall inform the client as soon as reasonably possible of any request received by Fidectus from a data subject in connection with the processing of personal data, without responding to such request itself without further instructions from the client. Fidectus provides functions that support the client's ability to correct or delete personal data from the cloud service or to restrict processing in accordance with data protection law. If such functionality is not provided, Fidectus will correct or delete personal data or restrict its processing in accordance with the client's instructions and data protection law.
- 4.5. Notification of personal data breaches. Fidectus will notify the client of a personal data breach immediately after becoming aware of it and provide the client with appropriate information available to Fidectus to assist the client in fulfilling its obligations to report a personal data breach in accordance with the requirements of data protection law. Fidectus may provide this information in instalments, depending on when it becomes available. Such notification shall not be construed as an admission of fault or liability on the part of Fidectus.
- 4.6. Data protection impact assessment. If the client (or its controllers) is required under data protection law to conduct a data protection impact assessment or prior consultation with a supervisory authority, Fidectus shall, at the client's request, provide those documents that are generally available for the cloud service (e.g. this DPA, the agreement, audit reports or certifications). Any additional support shall be agreed upon by mutual consent between the contracting parties.

5. CERTIFICATIONS AND AUDITS

- 5.1. Client audit. The client or an independent external auditor appointed by the client and acceptable to Fidectus (excluding auditors who are either competitors of Fidectus or who are not suitably qualified or independent) may audit Fidectus' control environment and security practices with regard to the personal data processed by Fidectus if:
 - 5.1.1. (a) Fidectus has not provided sufficient evidence of compliance with the technical and organisational measures that protect the cloud service's production systems. This evidence may be provided by (i) appropriate certification (e.g. compliance with ISO 27001 or other standards, report in accordance with ISAE 3402 and/or ISAE 3000, SOC1-3 audit report). At the request of the client, evidence is available from the external auditor or Fidectus;
 - 5.1.2. (b) there has been a breach of the protection of personal data;
 - 5.1.3. (c) an official audit by a supervisory authority of the client; or
 - 5.1.4. (d) the client has a direct right of audit under mandatory data protection law and the client only audits once within a 12-month period, unless mandatory data protection law requires more frequent audits.
- 5.2. Audits by other controllers. Any other controller may only review Fidectus' control environment and security practices relevant to the personal data processed by Fidectus in accordance with Section 5.1 if one of the cases specified in Section 5.1 applies to the other controller. Such a review must be carried out by the client in accordance with Section 5.1, unless the review must be carried out by the other controller itself in accordance with data protection law. If several controllers whose personal data is processed by Fidectus require an audit, the client shall use all reasonable means to combine the audits and avoid multiple audits.
- 5.3. Scope of the audit. The client is obliged to give at least sixty days' notice of audits, unless mandatory data protection law or a competent data protection authority requires a shorter period. The frequency and scope of the audits shall be agreed between the parties in good faith and on a reasonable basis. Client audits shall be limited to a maximum of three working days. Beyond such restrictions, the parties shall use current certifications or other audit reports to avoid or minimise repeated audits. The client shall provide Fidectus with the results of each audit.
- 5.4. Audit costs. The client shall bear the costs of audits, unless such an audit reveals a material breach of this DPA by Fidectus, in which case Fidectus shall bear its own costs of the audit. If an audit reveals that Fidectus has failed to comply with its obligations under this DPA, Fidectus shall remedy such breach immediately at its own expense.

6. DATA EXPORT AND DELETION

- 6.1. Export and removal by the client. During the term and in accordance with the provisions of the agreement, the client may access their personal data at any time. The client may retrieve its personal data and export it in a standard format. Retrieval and export may be subject to technical limitations and requirements. In this case, Fidectus and the client shall agree on an appropriate method to enable the client to access the personal data.
- 6.2. Deletion. Before the end of the contract, the client may use the tools available from Fidectus to perform a final export of the personal data from the cloud service (which corresponds to a return of the personal data). The client hereby instructs Fidectus to delete the personal data remaining on the servers used to host the cloud service within a reasonable period of time in accordance with data protection law (within 6 months at the latest) after the end of the contract, unless its retention is required by applicable law.
- 6.3. If additional costs are incurred after the end of the contract due to the disclosure or deletion of the data, these shall be borne by the client.
- 6.4. If the client issues individual instructions that go beyond the contractually agreed scope of services, the costs incurred as a result shall be borne by the client.

7. SUBCONTRACTORS

- 7.1. Permissible use. Fidectus hereby receives prior general written authorisation to transfer the processing of personal data to subcontractors under the following conditions:
 - 7.1.1. Fidectus shall engage subcontractors under written contracts (including electronic form) that are consistent in content with this DPA with regard to the processing of personal data by the subcontractor. Fidectus shall be liable for any breaches by the subcontractor;
 - 7.1.2. Fidectus will analyse the security, data protection and confidentiality practices of a sub-processor prior to its selection to determine that it is capable of ensuring the level of protection for personal data required by this DPA; and
 - 7.1.3. The sub-processors deemed approved at the time of conclusion of the contract are listed as an appendix to the order agreement.
- 7.2. New Sub-processors. The use of new sub-processors shall be at the discretion of Fidectus, provided that the following rules are complied with:
 - 7.2.1. Fidectus shall inform the Client in advance (by email or by posting on the support portal provided by Fidectus Support) of any planned new or replacement sub-processors. This advance notice shall be given at least thirty (30) calendar days in advance ("notice period") and shall include the name, address and role of the new sub-processor; and
 - 7.2.2. The Client may object to the appointment of a new Subprocessor by notifying Fidectus in writing within the Notice Period, stating the legitimate reasons for the objection. Fidectus may not appoint a new Subprocessor before the expiry of the Notice Period. If the Client does not object during the notice period, the new sub-processor shall be deemed to have been accepted by the Client.
 - 7.2.3. If the client objects, Fidectus may: (i) not engage the sub-processor, or (ii) take reasonable steps to address the client's reasons for objection and engage the sub-processor, or (iii) if the previous options are not possible, engage the sub-processor. If the client still has a valid reason, they may terminate the Fidectus Cloud Service for which the new sub-processor is intended. The termination may take effect at any time during the term of the agreement specified by the client in its written notice of termination, provided that the client accepts the use of the proposed sub-processor until the effective date of termination. If the Client terminates, the provisions of Section 6.2 (limited to Client data processed in the Cloud Service for which the new Subprocessor is to be used) shall apply accordingly.
 - 7.2.4. If the Client has raised an objection and Fidectus has not proceeded in accordance with the options under 7.2.3 (i) or (ii) and Fidectus has not received a notice of termination, the Subprocessor shall be deemed to have been accepted by the Client.
 - 7.2.5. Termination with reference to this section 7.2 shall not be deemed an admission of liability by either party and shall be subject to the terms and conditions of the agreement.
- 7.3. Emergency replacement. Fidectus may replace a Subprocessor without prior notice if the reason for the replacement is beyond Fidectus' reasonable control and immediate replacement is necessary for security or other urgent reasons. In such case, Fidectus shall notify the Client of the new Subprocessor promptly upon its appointment, providing the name, address and role of the new Subprocessor. Section 7.2 shall apply accordingly.

8. INTERNATIONAL PROCESSING

- 8.1. Rules for international processing. Fidectus is entitled to process personal data with the involvement of sub-processors within the meaning of this DPA outside the country in which the client is located, in compliance with data protection law.
- 8.2. Applicability of Standard Contractual Clauses (2010) Standard Contractual Clauses (Standard Data Protection Clauses). Provided that, for the period up to and including 26 September 2021 (i) personal data of an EEA or Swiss controller is processed in a country outside the EEA, Switzerland or outside a country, organisation or territory recognised by the European Union as a safe country with an adequate level of data protection in accordance with Art. 45 GDPR, or (ii) personal data of another controller is processed internationally and such international processing requires an appropriate measure under the applicable law of the controller, and the appropriate measure can be fulfilled by concluding standard contractual clauses, the following shall apply:
 - 8.2.1. Fidectus and the client agree on the validity of the standard contractual clauses;
 - 8.2.2. The client agrees to the standard contractual clauses with each relevant sub-processor as follows: (i) The client, as an independent holder of rights and obligations, accedes to the standard contractual clauses agreed between Fidectus and the sub-processor ("accession model") or (ii) the sub-processor (represented by Fidectus) agrees to the standard contractual clauses with the client ("power of attorney model"). The power of attorney model applies if and to the extent that Fidectus has expressly declared via the list of sub-processors in accordance with Section 7.1.3 or via a notification to the client that this model is available for a sub-processor; and/or
 - 8.2.3. Other controllers whom the client permits to use the cloud service in accordance with the agreement may also agree to the standard contractual clauses with Fidectus and/or the relevant sub-processors in the same manner as the client in accordance with sections 7.2.1 and 7.2.2 above. In such cases, the client agrees to the standard contractual clauses on behalf of the other controllers.

- 8.3. Relationship between standard contractual clauses and agreement. None of the provisions in the agreement may be interpreted, in the event of conflicting provisions, as taking precedence over a provision in the standard contractual clauses. For clarification: where this DPA describes provisions for audits and sub-processors in more detail in sections 5 and 6, these provisions also apply in relation to the standard contractual clauses.
- 8.4. Governing law for the Standard Contractual Clauses. The Standard Contractual Clauses are governed by the law of the country in which the controller is established.
- 8.5. **Applicability of the New Standard Contractual Clauses:** The following applies with effect from 27 September 2021 and exclusively to relevant transfers under the New Standard Contractual Clauses:
- 8.5.1. If Fidectus is not based in a third country and acts as a data exporter, Fidectus has agreed the New Standard Contractual Clauses with each sub-processor as a data importer. Module 3 (Processor to Processor) of the New Standard Contractual Clauses applies to the Relevant Transfer under the New Standard Contractual Clauses.
- 8.5.2. If Fidectus is based in a third country: Fidectus and the client hereby agree to the New Standard Contractual Clauses, with the client acting as data exporter and Fidectus acting as data importer, and the following applies:
- 8.5.2.1. (i) Module 2 (Controller to Processor) applies if the Client is a controller; and
- 8.5.2.2. (ii) Module 3 (Processor to Processor) applies if the Client is a processor. If the Client acts as a processor under Module 3 (Processor to Processor) of the New Standard Contractual Clauses, Fidectus acknowledges that the Client acts as a processor in accordance with the instructions of its controller(s).
- 8.5.3. Other controllers or processors authorised by the client under this agreement to use the Cloud Services may also agree to the New Standard Contractual Clauses with Fidectus on the same terms as the client in accordance with Section 8.4.2. In such a case, the client agrees to the New Standard Contractual Clauses on behalf of the other controllers or processors.
- 8.5.4. With regard to a Relevant Transfer under the New Standard Contractual Clauses, the Client may, upon request by a data subject, produce a copy of Module 2 or 3 of the New Standard Contractual Clauses agreed between the Client and Fidectus (including the relevant annexes) and make it available to the data subject.
- 8.5.5. Law applicable to the New Standard Contractual Clauses. The New Standard Contractual Clauses are governed by the law of the country in which the controller is established.
- 8.5.6. Relationship between the Standard Contractual Clauses and the provisions of the Agreement. None of the provisions in the Agreement shall, in the event of a conflict, be interpreted as taking precedence over any provision of the Standard Contractual Clauses (2010) or the New Standard Contractual Clauses. For the avoidance of doubt, if this DPA provides for additional provisions for audit and sub-processors, these provisions shall also apply in relation to the Standard Contractual Clauses (2010) and the New Standard Contractual Clauses.
- 8.5.7. Rights of third-party beneficiaries under the New Standard Contractual Clauses:
- 8.5.7.1. If the client is located in a third country and acts as a data importer in accordance with Module 2 or Module 3 of the New Standard Contractual Clauses, and Fidectus acts as a sub-processor of the client within the scope of the relevant module, the respective data exporter has the following rights as a third-party beneficiary:
- 8.5.7.2. In the event that the client no longer exists de facto or de jure or has become insolvent (in all cases without a successor company that has assumed the client's legal obligations contractually or by law), the respective data exporter has the right to terminate the cloud service concerned exclusively to the extent that the data exporter's personal data is processed. In this case, the respective data exporter shall also instruct Fidectus to delete or return the personal data.

9. DOCUMENTATION; PROCESSING DIRECTORY

Each party is responsible for complying with its documentation obligations, in particular for maintaining processing records, to the extent required by data protection law. Each party shall provide reasonable assistance to the other party in fulfilling its documentation obligations, including providing the information required by the other party in a form reasonably requested by the other party (e.g. through the use of an electronic system) so that the other party can comply with its obligations relating to the maintenance of processing records.

SCHEDULE 1 DESCRIPTION OF PROCESSING

This Schedule 1 applies to the processing of Personal Data under the Agreement and for the purposes of the EU Standard Contractual Clauses and data protection law.

[NOTE: THE FOLLOWING PROVISIONS IN ITALIC ONLY APPLY IF FIDECTUS IS BASED IN A THIRD COUNTRY.]

If the Client and Fidectus agree to the EU Standard Contractual Clauses, Schedule 1 shall be included as Annex I to the EU Standard Contractual Clauses.

10. OPTIONAL CLAUSES OF THE EU STANDARD CONTRACTUAL CLAUSES

- 10.1. *The law applicable to the EU Standard Contractual Clauses is German law, and the place of jurisdiction for all disputes arising from or in connection with the EU Standard Contractual Clauses is Germany.*
- 10.2. *Optional Clause 7 and the option in Clause 11a of the EU Standard Contractual Clauses shall not apply.*
- 10.3. *Option 2, General Written Authorisation of Clause 9 of the EU Standard Contractual Clauses, applies in accordance with the notification periods set out in Section 7 of this DPA.*

11. A. LIST OF PARTIES

- 11.1. *In accordance with the EU Standard Contractual Clauses (Section 8.4 of the DPA)*
 - 11.1.1. *Module 2: Transfer from controller to processor: If the client is the controller and Fidectus is the processor, the client is the data exporter and Fidectus is the data importer.*
 - 11.1.2. *Module 3: Transfer from processor to processor: If the client is a processor and Fidectus is also a processor, the client is the data exporter and Fidectus is the data importer.*

12. B. DESCRIPTION OF THE TRANSFER AND PROCESSING

- 12.1. Categories of data subjects whose personal data is transferred or processed: Unless otherwise specified by the data exporter, personal data can generally be assigned to one of the following categories of data subjects: Employees, contractors, business partners or other persons whose personal data has been stored, transferred or made available to the data importer, or to which the data importer had access or which was otherwise processed by the data importer.
- 12.2. Categories of personal data that are transferred or processed: The client determines the data categories and/or data fields that are transferred or processed as specified in the order agreement within the scope of the Fidectus service. For cloud services, the client can configure the data fields during the implementation of the cloud service or as otherwise permitted in the cloud service. Personal data can generally be assigned to one of the following data categories: Name, telephone number, email address, postal address, system access/use/authorisation data, company name, contract data, billing data and application-specific data transmitted by Authorised Users or entered into the Fidectus Service, e.g. financial data such as bank account details and credit or debit card details.
- 12.3. Purposes of data transfer and further processing; type of processing
 - 12.3.1. For cloud services: Personal data is subject to the following basic processing measures:
 - 12.3.1.1. Use of personal data to set up, operate, monitor, provide and support the cloud service (including operational and technical support);
 - 12.3.1.2. Continuous improvement of the functionality provided as part of the cloud service, including automation, transaction processing and machine learning;
 - 12.3.1.3. Provision of professional services or consulting services;
 - 12.3.1.4. Communication with authorised users;
 - 12.3.1.5. Storage of personal data in data centres;
 - 12.3.1.6. Release, development and upload of corrections or upgrades to the cloud service;
 - 12.3.1.7. Backup and restoration of personal data stored in the cloud service;
 - 12.3.1.8. Computer-based processing of personal data, including data transmission, retrieval and access;
 - 12.3.1.9. Network access to enable the transmission of personal data;
 - 12.3.1.10. Monitoring, troubleshooting and administration of the infrastructure and database underlying the cloud service;
 - 12.3.1.11. Security monitoring, network-based intrusion detection support, penetration testing; and

- 12.3.1.12. Execution of instructions from the client in accordance with the order agreement.
- 12.3.1.13. The purpose of the transfer and processing is to provide the Cloud Service and support. Fidectus and its sub-processors may provide remote support for the Cloud Service. Fidectus and its sub-processors provide support when a Client submits a support request in accordance with the Order Agreement.
- 12.3.2. For Fidectus Support and Professional Services: Personal data is subject to the following basic processing measures:
 - 12.3.2.1. Access to systems containing personal data in order to provide Fidectus support and professional services;
 - 12.3.2.2. Use of personal data to provide and support the Fidectus service;
 - 12.3.2.3. Continuous improvement of the service functionalities provided as part of the Fidectus service, including automation, transaction processing and machine learning;
 - 12.3.2.4. Storage of personal data;
 - 12.3.2.5. Computerised processing of personal data for data transmission; and
 - 12.3.2.6. Execution of instructions from the client in accordance with the order agreement.
- 12.3.3. For Fidectus Support: Fidectus or its sub-processors provide support when the client submits a support ticket because the software is unavailable or not functioning as expected. Fidectus or its sub-processors answer phone calls, perform basic troubleshooting and process support tickets in a tracking system.
- 12.3.4. For Professional Services: Fidectus or its subcontractors provide professional services in accordance with the order agreement for professional services and the corresponding scope document.
 - 12.3.4.1. The purpose of the transfer is to provide the relevant Fidectus service and support. Fidectus and its sub-processors may provide or support the Fidectus service remotely.
 - 12.3.4.2. Frequency of transfer (e.g. whether the data is transferred once or on an ongoing basis): Personal data is transferred on an ongoing basis for the duration of the order agreement.
 - 12.3.4.3. The period for which the personal data will be stored or, if this is not possible, the criteria used to determine this period: Personal data will be stored by Fidectus as described in Section 6 of the DPA.
 - 12.3.4.4. For transfers to (sub)processors, also specify the subject matter, nature and duration of the processing.
 - 12.3.4.5. Fidectus transfers personal data to sub-processors for the duration of the order agreement, as specified in the relevant list of sub-processors.

[NOTE: THE FOLLOWING PROVISIONS IN ITALIC ONLY APPLY IF FIDECTUS IS BASED IN A THIRD COUNTRY.]

13. C. COMPETENT SUPERVISORY AUTHORITY

13.1. 4.1. With regard to the EU Standard Contractual Clauses:

If the client is the data exporter in accordance with Module 2 or Module 3, the supervisory authority is the competent supervisory authority that supervises the client in accordance with Clause 13 of the EU Standard Contractual Clauses.

SCHEDULE 2 – TECHNICAL AND ORGANISATIONAL MEASURES

The Technical and Organisational Measures (as defined in Section 2.7 of this DPA) are hereby incorporated by reference as part of this document.

These Technical and Organisational Measures also describe the applicable technical and organisational measures within the meaning of the EU Standard Contractual Clauses and data protection law.

[NOTE: THE FOLLOWING PROVISIONS IN ITALIC ONLY APPLY IF FIDECTUS IS BASED IN A THIRD COUNTRY.]

If the client and Fidectus agree to the EU Standard Contractual Clauses, Schedule 2 shall be included as Annex II to the EU Standard Contractual Clauses.

Insofar as the provision of Fidectus Service(s) involves international data transfers to which the EU Standard Contractual Clauses apply, the Technical and Organisational Measures describe the measures and safeguards that take into account the nature of the Personal Data and the associated risks. If local laws interfere with compliance with the EU Standard Contractual Clauses, additional safeguards may be put in place during the transfer and processing of Personal Data in the destination country (where applicable: encryption of data during transfer, encryption of data at rest, anonymisation, pseudonymisation).