

Agreement

between

ACC Contracting Company

– Controller –

– hereinafter referred to as customer –

and

Alarm IT Factory GmbH

Rotebühlstrasse 51A

D-70178 Stuttgart

– Processor –

– hereinafter referred to as contractor –

ALARM IT FACTORY GMBH
ROTEBÜHLSTRASSE 51A
D-70178 STUTTGART

IBAN DE58 6009 0100 0220 9500 08
BIC VOBADDE33
VOLKSBANK STUTTGART

MANAGING DIRECTORS
PETER GUNSSER, ING. DIPL. (FH)
DAVIDE ACQUADRO, M.SC.

VAT ID DE288432278
CREDITOR ID DE62AIF00000804341
STUTTGART HRB 744409

WWW.ALARM-IT-FACTORY.DE
INFO@ALARM-IT-FACTORY.DE

TEL +49 711 62 007 69 – 0
FAX +49 711 62 007 69 – 9

Subject matter and duration of the contract

(1) Subject matter

The subject matter of the contract stems from the service agreement of the offer/order referred to herein (hereinafter referred to as service agreement). The subject matter of the data processing contract is the performance of the following tasks by the contractor:

Provide a service for alerting and handling incidents and events.

(2) Duration

This contract is concluded for the duration of the service agreement of the order defined in paragraph 1. It begins with the contractor's data processing on the basis of the underlying contract. The contract also ends with the termination of the underlying contract. However, the obligations under the contract shall continue to exist for the contractor as long as they are in possession of personal data or have the possibility of accessing personal data for which the customer is the controller within the meaning of Art. 4 No. 7, Art. 24 GDPR.

Specification of the contract content

(1) Nature and purpose of the intended data processing

Detailed description of the subject matter of the contract with regard to the nature and purpose of the contractor's tasks:

The contractor processes the contact data and login data of the (app) users for the customer for the purpose of alerting, logging and contacting.

The provision of the contractually agreed data processing shall take place exclusively in a member state of the European Union or in another contracting state of the Agreement on the European Economic Area. Any relocation to a third country requires the prior consent of the customer and may only take place if the special requirements of Art. 44 ff. GDPR are fulfilled.

Microsoft Azure Cloud is used for processing under the configuration of Microsoft's EU Data Boundary.

(2) Type of data

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The subject matter of the processing of personal data is the following types/categories of data (list/description of the data categories)

The Alarm Control Center (ACC App/Webservice) functions require the following information from the customer:

- Access data,
- Contact details,
- Log files about alarms,
- Message history

The following information is stored about the processes on the ACC user interface:

- Access data,
- Contact details,
- Log files about alarms,
- Change log,
- Comment function for archived entries
- Archive entries
- User management data

(3) Categories of data subjects

The categories of data subjects affected by the processing include:

- ☒ Employees
- ☒ Suppliers / service providers, other users if obligated to use by the customer

Technical-organizational measures

(1) The contractor shall document the implementation of the technical and organizational measures (TOM) set out and required in advance of the award of the contract before the start of processing, in particular with regard to the specific execution of the contract, and shall hand them over to the customer for inspection. The TOM list can be found under <https://alarm-it-factory.de/informationssicherheit>. If accepted by the customer, the documented measures become the basis of the contract. If the review/audit by the customer reveals a need for adaptation, this must be implemented by mutual agreement.

(2) The contractor shall establish security pursuant to Art. 28 (3) c), 32 GDPR, in particular in conjunction with Art. 5 (1), (2) GDPR. Overall, the measures to be taken are data security

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measures and to ensure a level of protection appropriate to the risk with regard to confidentiality, integrity, availability and the resilience of the systems. 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 for the rights and freedoms of natural persons within the meaning of Article 32 (1) GDPR must be taken into account [details in Annex 1].

(3) The technical and organizational 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, the security level of the specified measures may not be reduced. Significant changes shall be documented.

Rectification, restriction and erasure of data

(1) The contractor may not rectify or delete data or restrict the processing of data processed under the order on their own authority, but only in accordance with documented instructions from the customer. Insofar as a data subject contacts the contractor directly in this regard, the contractor shall forward this request to the customer without delay.

(2) Provided that it is covered by the scope of services, the erasure concept, right to be forgotten, rectification, data portability and right of access shall be ensured directly by the contractor in accordance with documented instructions from the customer.

Quality assurance and other obligations of the contractor

In addition to compliance with the provisions of this contract, the contractor shall have statutory obligations pursuant to Articles 28 to 33 GDPR; in this respect, the contractor shall in particular ensure compliance with the following requirements:

- a. ☒ Written appointment of a data protection officer who carries out their activity in accordance with Art. 38 and 39 GDPR.
 - The customer will be informed of the contact details of the data protection officer for the purpose of direct contact. A change of the data protection officer will be communicated to the customer without delay.
 - Mr. Jan Schmidt of secopan GmbH, Am Schönblick 14, D-71229 Leonberg, phone: +49-7152-56958-0, datenschutz@secopan.de is appointed as data protection officer at the contractor. The customer shall be informed immediately of any change of the data protection officer.

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- The contractor's current contact details are easily accessible on the contractor's homepage.
- b. not applicable
- c. not applicable
- d. The maintenance of confidentiality pursuant to Art. 28 (3) sentence 2 point b), 29, 32 (4) GDPR. When performing the work, the contractor shall only use employees who have been obligated to maintain confidentiality and who have previously been familiarized with the data protection provisions relevant to them. The contractor and any person subordinate to the contractor who has access to personal data may process this data exclusively in accordance with the customer's instructions, including the powers granted in this contract, unless they are legally obliged to process it.
- e. The implementation of and compliance with all technical and organizational measures required for this order in accordance with Art. 28 (3) sentence 2 point c), 32 GDPR [details in Annex 1].
- f. The customer and the contractor shall, upon request, cooperate with the supervisory authority in the performance of their duties.
- g. The immediate notification of the customer about control and inspection activities and measures of the supervisory authority, insofar as they relate to this order. This shall also apply insofar as a competent authority investigates in the context of administrative offense or criminal proceedings with regard to the processing of personal data during the order processing at the contractor.
- h. Insofar as the customer is subjected to an inspection by the supervisory authority, administrative offense or criminal proceedings, a liability claim by a data subject or a third party or any other claim in connection with the order processing at the contractor, the contractor shall support the customer to the best of their ability.
- i. The contractor shall regularly monitor the internal processes, as well as the technical and organizational measures, to ensure that the processing in their area of responsibility is carried out in accordance with the requirements of applicable data protection law and that the protection of the rights of the data subject is guaranteed.
- j. Verifiability of the technical and organizational measures taken vis-à-vis the customer within the scope of their monitoring and supervisory powers under this contract.

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Subcontracting

(1) Subcontracting within the meaning of this provision shall be understood to be those services which relate directly to the provision of the main service. This does not include ancillary services which the contractor uses, for example, telecommunications 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 shall be obligated to enter into appropriate and legally compliant contractual agreements, as well as adopt control measures, to ensure data protection and data security of the customer's data, including in the case of outsourced ancillary services.

(2) The contractor may only engage subcontractors (further processors) with the prior express written or documented consent of the customer.

a. The customer consents to the engagement of the following subcontractors subject to the condition of a contractual agreement in accordance with Article 28 (2-4) GDPR:

Company Subcontractor	Address/Country	Service
Microsoft Ireland	South County Business Park, One Microsoft Place, Carmanhall and Leopardstown, Dublin, D18 P521, Ireland Eu-Data Boundary configured by Microsoft 365 Advanced Data Residency	Provision of Microsoft Azure/Cloud service and Azure Exchange (Outlook); Office 365 (management of customer profiles in SharePoint)
Agent ERP GmbH	Balduinstraße 24, 20359 Hamburg	Service provider of the ERP system where customer data is stored

b. Outsourcing to subcontractors or change of existing subcontractor document titles are permitted to the extent:

- the contractor notifies the customer of such outsourcing to subcontractors within a reasonable time in advance in writing or text form, and
- the customer does not object to the planned outsourcing in writing or in text form to the contractor by the time the data is handed over, and
- a contractual agreement in accordance with Article 28 (2-4) GDPR is used as a basis.

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(3) The transfer of personal data of the customer to the subcontractor and their first activity shall be permitted only after all requirements for subcontracting have been met.

(4) If the subcontractor provides the agreed service outside the EU/EEA, the contractor shall ensure that it is permissible under data protection law by taking appropriate measures. The same shall apply if service providers within the meaning of paragraph 1 sentence 2 are to be used.

(5) Further outsourcing by the subcontractor is not permitted. For their part, the contractor shall ensure that, in the case of supply chains, the rights of the customer are safeguarded, if necessary, by the contractor or the subcontractor asserting their own rights. In case of doubt, control rights shall be exercised in each case between the direct contracting parties, whereby the contractor shall in each case control their subcontractors. The passing on of the control results to the customer shall be ensured.

Control rights of the customer

(1) The customer shall be entitled to carry out inspections in consultation with the contractor or to have such inspections carried out by an inspector to be named in the individual case. They shall have the right to satisfy themselves of the contractor's compliance with this agreement in their business operations by means of spot checks, which must generally be notified in good time.

(2) The contractor shall ensure that the customer can satisfy themselves of the contractor's compliance with their obligations pursuant to Art. 28 GDPR. The contractor undertakes to provide the customer with the necessary information upon request and, in particular, to provide evidence of the implementation of the technical and organizational measures.

(3) Evidence of such measures, which not only concern the specific order, can be provided by
☒ compliance with approved codes of conduct pursuant to Art. 40 GDPR;

☒ certification in accordance with an approved certification procedure pursuant to Art. 42 GDPR;

☒ current certificates, reports or report extracts from independent bodies (e.g. auditors, inspection boards, data protection officers, IT security department, data protection auditors, quality auditors);

☒ suitable certification by IT security or data protection audit (e.g. according to BSI Basic Protection, ISO 27001, ISO 27701, etc.).

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(4) The customer shall be enabled to carry out one ad hoc inspection per calendar year free of costs and expenses of the contractor. Any further inspections without due cause shall be remunerated by the customer according to the time and the contractor's staff required. The costs for the inspection and monitoring personnel used shall be borne by the customer in each case. An inspection shall be deemed to be without due cause if there are no objective indications of a possible deviation of the contractor from the provisions of this contract or of data protection violations. In addition to the random inspection, further inspections may be carried out on appropriate occasions free of costs and expenses of the contractor.

Notification of violations by the contractor

(1) The contractor shall support the customer in complying with the obligations set out in Articles 32 to 36 GDPR regarding the security of personal data, data breach notification obligations, data protection impact assessments and prior consultations. This includes, among other things

- a. Ensuring an adequate level of protection through technical and organizational measures that take into account the circumstances and purposes of the processing, as well as the predicted likelihood and severity of a potential security breach, and allow for the immediate detection of relevant breaches
- b. The obligation to report personal data breaches to the customer without delay
- c. The obligation to assist the customer within the scope of their duty to inform the data subject and, in this context, to provide them with all relevant information without delay
- d. The support of the customer for their data protection impact assessment
- e. The support of the customer within the framework of prior consultations with the supervisory authority

(2) The contractor may claim remuneration for support services that are not included in the service description or are not due to the contractor's misconduct and do not relate to the fulfillment of notification obligations or the handling of data subject requests.

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Authority of the customer to issue instructions

- (1) The customer shall confirm verbal instructions without delay (at least in text form).
- (2) The contractor shall inform the customer without delay if they are of the opinion that an instruction violates data protection regulations. The contractor shall be entitled to suspend the implementation of the corresponding instruction until it is confirmed or amended by the customer.

Deletion and return of personal data

- (1) Copies or duplicates of the data shall not be made without the knowledge of the customer. Excluded from this are backup copies, insofar as they are necessary to ensure proper data processing, as well as data required with regard to compliance with statutory retention obligations.
- (2) After completion of the contractually agreed work or earlier upon request by the customer - at the latest upon termination of the service agreement - the contractor shall hand over to the customer or, after prior consent, destroy in accordance with data protection law all documents, processing and utilization results created and data files related to the contractual relationship that have come into their possession. The same shall apply to test and reject material. The deletion protocol shall be submitted upon request.
- (3) Documentation that serves as proof of proper data processing in accordance with the order shall be kept by the contractor beyond the end of the contract in accordance with the respective retention periods. The contractor may hand them over to the customer at the end of the contract to relieve the contractor.

Final provisions

- (1) Annex I to this contract shall form an integral part of this contract.
- (2) The parties agree that the contractor's right of retention within the meaning of Section 273 BGB (German Civil Code) with respect to the data to be processed and the associated data carriers is excluded.
- (3) Amendments and supplements to this agreement must be made in writing. This shall also apply to any waiver of this formal requirement.

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(4) Should any of the provisions of this contract or any provision subsequently incorporated herein be or become void or unenforceable, in whole or in part, or should any loophole in this agreement become apparent, the validity of the remaining provisions shall not be affected thereby (preservation). It is the express intention of the parties to maintain the validity of the remaining provisions in all circumstances and thus to waive Section 139 BGB as a whole.

(5) This agreement is subject to the law of the Federal Republic of Germany. The exclusive place of jurisdiction shall be the competent court nearest to the registered office of the customer.

You can confirm the conclusion of the contract informally by sending an e-mail to datenschutz@alarm-it-factory.de. Please clarify the power of representation for your company in advance.

Contract status: July 2023

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Annex 1

Technical-organizational measures

List of implemented technical and organizational measures is available for download at:
<https://alarm-it-factory.de/informationssicherheit>

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