



# Data Privacy Terms

July 2024

The Data Privacy Terms ("DPT") are agreed between the evosoft entity ("evosoft") and the customer ("Customer") named in the Agreement.

## 1. Scope and compliance with laws

1.1. The DPT shall apply to the Processing of Personal Data by evosoft acting as Processor for Customer with respect to Offerings provided under the Agreement. In the Agreement, Offering as defined herein may be referred to as "Service". The DPT Annexes are incorporated into the DPT; the DPT are incorporated into the Agreement. In the event of conflicts, the DPT Annexes prevail over the DPT which prevail over the remainder of the Agreement.

1.2. The DPT describe Customer's and evosoft's data protection related rights and obligations with regard to the processing operations captured by the DPT. All other rights and obligations shall be exclusively governed by the other parts of the Agreement.

1.3. When providing the Offerings, evosoft will comply with data protection laws and regulations directly applicable to its provision of the Offerings acting as Customer's Processor, including security breach notification law. However, evosoft shall not be responsible for compliance with any data protection laws or regulations applicable to Customer that are not generally applicable to Processors. Customer shall comply with all laws and regulations applicable to Customer's use of the Offerings, including Applicable Data Protection Law, and ensure that evosoft and its Subprocessor are allowed to provide the Offerings as described in the DPT.

## 2. Details of the processing

The details of the Processing operations provided by evosoft, including the subject-matter of the Processing, the nature and purpose of the Processing, the types of Personal Data Processed and the categories of affected Data Subjects, are specified in the DPT Annexes.

## 3. Instructions

evosoft will Process Personal Data only in accordance with Customer's documented instructions. Customer agrees that the Agreement (including the DPT) are Customer's documented instructions to evosoft for the Processing of Personal Data. Any additional or alternative instructions must be agreed between the parties in writing.

## 4. Technical and organizational measures

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, evosoft shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The technical and organizational

measures implemented by evosoft for this purpose are described in the DPT Annexes. Customer understands and agrees that the technical and organizational measures are subject to technical progress and development. In that regard, evosoft shall have the right to implement appropriate alternative measures as long as the security level of the measures is maintained.

4.2. The technical and organizational measures described in the DPT Annexes apply to the IT-system and applications of evosoft and evosoft's Subprocessors. Customer is responsible for implementing and maintaining appropriate technical and organizational measures for components that Customer provides or controls, such as implementing physical and system access control measures for Customer's own premises, assets and IT-systems or configuring the Offerings to Customer's individual requirements.

## 5. Confidentiality of the processing

evosoft will ensure that personnel who are engaged in the Processing of Personal Data (i) are under an obligation to maintain the confidentiality of such data, (ii) will process such data only as described in the DPT or on Customer's documented instructions, and (iii) receive adequate privacy and security trainings.

## 6. Subprocessors

6.1. Customer hereby approves the engagement of Subprocessors by evosoft. A current list of Subprocessors commissioned by evosoft is available in the applicable DPT Annexes.

6.2. evosoft may remove or add new Subprocessors at any time. If required by Applicable Data Protection Law, evosoft will obtain Customer's approval to engage new Subprocessors in accordance with the following process: (i) evosoft shall notify Customer with at least 30 days' prior notice before authorizing any new Subprocessor to access Customer's Personal Data; (ii) if Customer raises no reasonable objections that include an explanation of the grounds for non-approval in writing within this 30 day period, then this shall be taken as an approval of the new Subprocessor; (iii) if Customer raises reasonable objections, evosoft will - before authorizing the Subprocessor to access Personal Data - use reasonable efforts to (a) recommend a change to Customer's configuration or use of the Offerings to avoid Processing of Personal Data by the objected-to new Subprocessor or (b) propose other measures that address the concerns raised in Customer's objection; (iv) if the proposed changes or measures cannot eliminate the grounds for non-approval, Customer may terminate the affected Offering without penalty with 14 days' written notice following evosoft response to Customer's objection. If Customer does not terminate the affected Offering



within the 14-day period, this shall be taken as an approval of the Subprocessor by Customer.

6.3 In case of any commissioning of Subprocessors, evosoft shall enter into an agreement with such Subprocessor imposing appropriate contractual obligations on the Subprocessor that are no less protective than the obligations in these DPT. evosoft remains responsible for any acts or omissions of our Subprocessors in the same manner as for evosoft's own acts and omissions hereunder.

## 7. International Data Transfers

7.1. Restricted Transfers. In case Restricted Transfers relate to Personal Data originating from a Controller located within the EEA, Switzerland, or the United Kingdom, evosoft shall implement the Transfer Safeguards identified in the DPT Annexes. evosoft shall have the right to replace the Transfer Safeguard identified in the DPT Annexes by alternative adequate Transfer Safeguards. In this case the notification and objection mechanism in Section 6.2 shall apply mutatis mutandis.

7.2. Standard Contractual Clauses. The following shall apply if a Transfer Safeguard is based on the Standard Contractual Clauses:

(i) Option 1 - evosoft within the EEA. If the evosoft entity being a party to these DPT is located within the EEA or within a Country with an Adequacy Decision, then this Option 1 shall apply, and the Restricted Transfer shall be protected by Module 3 of the Standard Contractual Clauses EU and the respective provision of the Standard Contractual Clauses UK. evosoft shall be responsible to conclude the Standard Contractual Clauses covering the relevant Processing activities with its Subprocessors.

(ii) Option 2 - evosoft outside the EEA. If the evosoft entity being a party to these DPT is located outside the EEA or outside a Country with an Adequacy Decision, then this Option 2 shall apply, and evosoft and Customer hereby enter into Module 2, and, if the Customer itself acts as Processor for Further Controllers, then the parties hereby also enter into Module 3 of the Standard Contractual Clauses EU and the respective provision of the Standard Contractual Clauses UK. For this purpose, the Standard Contractual Clauses available at [www.siemens.com/DPT/SCC](http://www.siemens.com/DPT/SCC) are incorporated in these DPT by reference. The "DPT Annexes - Description of the Processing Operations", "DPT Annexes - Technical and organizational measures" and "DPT Annexes - List of approved Subprocessors" shall form Annex I to III of the Standard Contractual Clauses. Without prejudice to the statutory rights of Data Subjects, limitations of liability contained in the Agreement shall also apply to evosoft's and its Subprocessors' liability (taken together in the aggregate) vis-à-vis Customer under the Standard Contractual Clauses.

(iii) Switzerland. In case Restricted Transfers are subject to the Applicable Data Protection Law of Switzerland and the Standard Contractual Clauses are used, any reference in the Standard Contractual Clauses EU to the EU General Data Protection Regulation (EU) 2016/679 shall be understood as reference to Applicable Data Protection Law in Switzerland and references to the "competent supervisory authority" shall be interpreted as references to the Federal Data Protection and Information Commissioner. The Parties further agree that the governing law for the purposes of clause 17 of the Standard Contractual Clauses shall

be the law of Switzerland. For Data Subjects habitually resident in Switzerland, the courts of Switzerland are an alternative place of jurisdiction in respect of disputes.

7.3. BCR. The following shall apply if a Transfer Safeguard is based on BCR-P: evosoft shall contractually bind such Subprocessor to comply with the BCR-P with regard to the Personal Data Processed under the DPT.

## 8. Defending Customer Personal Data – Third party access requests

In the event evosoft receives an order from any third party for disclosure of Personal Data, evosoft shall (i) use every reasonable effort to redirect the third party to request data directly from Customer; (ii) without undue delay notify Customer, unless prohibited under applicable law, and, if prohibited from notifying Customer, use reasonable efforts to obtain the right to waive the prohibition in order to communicate as much information to Customer as soon as possible; and, (iii) use reasonable efforts to challenge the order for disclosure on the basis of any legal deficiencies under the laws of the requesting party or any relevant conflicts with the law of the EEA or applicable EEA member state law.

## 9. Personal Data Breach

9.1. evosoft shall notify the Customer without undue delay after becoming aware of a Personal Data Breach. Taking into account the nature of processing and the information available to evosoft, the notification shall describe (i) the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned, (ii) a contact point where more information can be obtained, (iii) the likely consequences of the Personal Data Breach; and (iv) the measures taken or proposed to be taken to address the Personal Data Breach. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

9.2. evosoft shall (i) reasonably assist the Customer in ensuring compliance with its Personal Data Breach obligations pursuant to Applicable Data Protection Law, and (ii) initiate respective and reasonable remedy measures.

## 10. Data subject rights, evosoft's assistance

10.1. evosoft shall, to the extent legally permitted and where the Data Subject has provided information to identify the Customer, notify Customer without undue delay if evosoft receives a request from a Data Subject to exercise its Data Subject's rights (such as the right to access, rectification, erasure or restriction of Processing).

10.2. Taking into account the nature of the processing and the information available to evosoft, (i) evosoft shall assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights; (ii) at its own discretion, either (a) provide Customer with the ability to rectify or erase Personal Data via the functionalities of the Offerings, or (b) rectify or erase Personal Data as instructed by Customer; and (iii)



reasonably assist Customer to comply with its further obligations under Applicable Data Protection Law.

#### 11. Audits

11.1. Provided that an audit right is required by Applicable Data Protection Law, Customer shall have the right to audit, by appropriate means - in accordance with Sections 11.2 to 11.4 below - evosoft's and its Subprocessors' compliance with the data protection obligations hereunder annually, unless additional audits are necessary under Applicable Data Protection Law or follow a Personal Data Breach. Such audits shall be limited to information and data processing systems that are relevant for the provision of the Offerings provided to Customer.

11.2. evosoft may provide evidence of evosoft's and its Subprocessors' compliance with its obligations hereunder through providing (i) certification of its compliance with ISO 27001 or comparable standards (scope as defined in the certificate), or (ii) other compliance attestation and documents ("Certifications and Attestations"). Customer agrees that these Certifications and Attestations shall first be used to address Customer's audit rights under the DPT.

11.3. If required under Applicable Data Protection Law, evosoft will allow for additional reasonable information requests and audits, including onsite audits at evosoft facilities and premises by Customer or an independent, accredited third party audit firm, during regular business hours, with reasonable advance notice to evosoft.

11.4. The Certifications and Attestations and any further information and documentation provided during an audit shall constitute confidential information and may only be provided to Further Controllers pursuant to confidentiality obligations substantially equivalent to the confidentiality obligations contained elsewhere in the Agreement. In case audits relate to Subprocessors, evosoft may require Customer and Further Controllers to enter into non-disclosure agreements directly with the respective Subprocessor before issuing Certifications and Attestations and any further information or documentation to Customer or Further Controllers.

#### 12. Notices

12.1. evosoft may provide notice to Customer under the DPT by posting a notice as described in the Agreement.

12.2. Notices concerning Subprocessors under section 6 of the DPT may be given by listing the current Subprocessors at [www.siemens.com/dpt](http://www.siemens.com/dpt) and providing Customer with a mechanism to obtain notice of any new Subprocessor. It is Customer's obligation to register a point of contact to receive Subprocessor notifications at [www.siemens.com/dpt](http://www.siemens.com/dpt) and to keep contact information for notices current.

#### 13. Term and termination

The DPT shall have the same term as the Agreement. Upon termination of the DPT and unless otherwise agreed between the parties in the Agreement, evosoft shall erase all Personal Data made available to it or obtained or generated by it on behalf of Customer connection with the Offerings.

#### 14. Language

Unrestricted

If evosoft provides a translation of the English language version of the DPT or its Annexes, the English language version of the DPT or its Annexes will control in the event of any conflict.

#### 15. Country Terms

USA. If evosoft is Processing Personal Data of US residents, evosoft makes the following additional commitments to Customer: evosoft will Process Personal Data on behalf of Customer and, not retain, use, or disclose that Personal Data for any purpose other than for the purposes set out in the Agreement or these DPT and as permitted under relevant US data privacy law („US Data Privacy Law"). In no event will evosoft "sell" or "share" (as such terms are defined under US Data Privacy Law) any such Personal Data or shall combine the Personal Data that it collected in connection with performing the requested Offering under these DPT with Personal Data that it received from another person or persons or collected from its own interaction with the data subject, unless expressly permitted under US Data Privacy Law or the Agreement. These additional terms do not limit or reduce any data protection commitments evosoft makes to Customer in the DPT, Agreement, or other agreement between evosoft and Customer.

#### 16. Definitions

16.1. "Agreement" means the commercial agreement on the provision of the Offerings between evosoft and Customer.

16.2. "Applicable Data Protection Law" means all applicable law pertaining to the Processing of Personal Data hereunder.

16.3. "Binding Corporate Rules for Processors" or "BCR-P" means binding corporate rules for processors which are approved by the competent supervisory authority in the (i) European Union and (ii) the United Kingdom.

16.4. "Controller" means the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

16.5. "Country with an Adequacy Decision" means any country for which the European Commission has decided that such country ensures an adequate level of data protection, and for personal data originating from the UK, any country for which UK adequacy regulations have been made.

16.6. "Data Subject" means an identified or identifiable natural person.

16.7. "DPT" shall mean these Data Privacy Terms.

16.8. "DPT Annexes" shall mean the documents which describe the scope, the nature and purpose of the Processing, the types of Personal Data Processed, the categories of affected Data Subjects, the Subprocessors used and technical and organizational measures and which are referenced in the Agreement and/or the DPT. If the Standard Contractual Clauses apply, the DPT Annexes shall form Annex I to III of the Standard Contractual Clauses and are hereby incorporated by reference.

16.9. "EEA" shall mean the European Economic Area.

16.10. "Further Controller" shall mean any third party (such as an affiliated company of Customer) acting as Controller which is



entitled to use or receive Offerings under the terms of the Agreement.

16.11. "Offerings" shall mean the offerings under the Agreement provided by evosoft acting in its role as Processor. In the Agreement, Offering as defined herein may be referred to as "Service" or otherwise.

16.12. "Personal Data" means information that relates, directly or indirectly, to a Data Subject, including without limitation, names, email addresses, postal addresses, identification numbers, location data, online identifiers or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. Personal Data, for the purposes of the DPT, includes only such Personal Data submitted by or for Customer or any Further Controller to the Offerings or that is accessed by evosoft in the context of providing the Offerings.

16.13. "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data Processed under the terms of this DPT.

16.14. "Processor" means a natural or legal person, public authority, agency or any other body which Processes Personal Data on behalf of a Controller.

16.15. "Process" or "Processing" means any operation or set of operations which is performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, access to, transfer, and disposal.

16.16. "Restricted Transfer" shall mean (i) the Processing of Personal Data

outside the EEA or a Country with an Adequacy Decision or (ii) any accesses to Personal Data from outside the EEA or a Country with an Adequacy Decision by evosoft or any of its Subprocessors.

16.17.

"Sensitive Personal Data" shall mean information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, social security measures, administrative or criminal proceedings and sanctions, or genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

16.18. "Standard Contractual Clauses" means the Standard Contractual Clauses EU; and, for Personal Data originating from Controllers located in the United Kingdom, the Standard Contractual Clauses UK.

16.19. "Standard Contractual Clauses EU" means the Standard Contractual Clauses (EU) 2021/914 as of 4 June 2021.

16.20. "Standard Contractual Clauses UK" means such standard data protection clauses as are adopted from time to time by the UK Information Commissioner's Office in accordance with Applicable Data Protection Law in the UK including, but not limited to, the International Data Transfer Agreement, and the Standard Contractual Clauses EU as amended by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses.

16.21. "Subprocessor" shall mean any further Processor engaged by evosoft that has access to Personal Data.

16.22. "Transfer Safeguard(s)" shall mean appropriate safeguards for Restricted Transfers as required by Applicable Data Protection Law, such as appropriate safeguards as required by Article 46 "General Data Protection Regulation (EU) 2016/679.

Annex I to DPT (and, where applicable, the Standard Contractual Clauses)

Description of the Processing Operations

This Annex specifies the processing operations provided hereunder (including, but not limited to, the subject-matter of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects). The parties may provide further details in the Agreement, including the Offering specific Annexes available at [www.siemens.com/dpt](http://www.siemens.com/dpt), if required for a particular Offering.

A. LIST OF PARTIES

Customer (and, where the Standard Contractual Clauses apply, data exporter):

Name, address and contact person's name, position and contact details: Name and address of the Customer as well as contact details of a contact person are contained in the Agreement and/or collected as part of the Customer onboarding process.

Role (Controller/Processor): Customer acts as Controller for the processing activities provided by evosoft vis-à-vis Customer and, as the case may be, as Processor under the instructions of its Further Controllers for Processing activities provided by evosoft vis-à-vis Further Controllers.

Provider (and, where the Standard Contractual Clauses apply, data importer):

Name, address and contact person's name, position and contact details: The provider / data importer providing the Processing services hereunder is the evosoft company specified in the Agreement. Point of contact for data privacy inquiries is the Office of the evosoft Data Protection Officer, Marienbergstr. 80-82, 90411 Nuremberg, Germany, E-Mail: [datenschutz@evosoft.com](mailto:datenschutz@evosoft.com).

Role (Controller/Processor): Siemens acts as Processor Processing Personal Data on behalf of Customer and, as the case may be, Customer's Further Controllers.

B. DESCRIPTION OF TRANSFER / PROCESSING OPERATIONS

Categories of data subjects whose Personal Data is transferred/Processed

Data Subjects include:

- employees,
- contractors,
- suppliers,
- business partners; and
- other individuals whose Personal Data is stored on the Offerings and/or is Processed in the context of providing the Offerings.

Categories of personal data transferred

The Personal Data transferred/Processed concern the following categories of Personal Data:

- contact and user information, including name, address data, phone number, email address, and time zone;
- system access, usage or authorization data, containing Personal Data or any other application-specific data which users enter into the Offerings; and
- where applicable further Personal Data as determined by Customer and its Further Controllers by uploading or connecting it to the Offerings or otherwise granting access to it via the Offerings.

Sensitive data transferred (if applicable)

The Offerings are not intended for the processing of Sensitive Personal Data and Customer and its Further Controllers shall not transfer, directly or indirectly, any such Sensitive Personal Data to evosoft.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

- If the Offering involves the provision of Cloud Services (as specified further below), evosoft continuously hosts the Personal Data on behalf of the Customer.
- If the Offering involves the provision of Support and Professional Offerings (as specified further below), evosoft may access Personal Data only when providing the respective Offering, unless specified otherwise in the Agreement.

Nature of the processing and purpose(s) of the data transfer and further processing

evosoft and its Subprocessors will Process Personal Data to provide the Offerings, including:

- internet accessible or similar Offerings made available and hosted by evosoft ("Cloud Offerings"); or
- administration, management, installation, configuration, migration, maintenance and support Offerings or any other Offerings requiring (remote) access to Personal Data ("Support and Professional Offerings").

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The Personal Data will be retained for the period of the Agreement. Customer has the ability to rectify, erase or restrict the Processing of Personal Data via the functionalities of the services, or (ii) evosoft rectifies, erases or restricts the Processing of Personal Data as instructed by Customer.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The subject matter, nature and duration of the processing are specified per Subprocessor in Annex III.

C. Where the Standard Contractual Clauses apply: COMPETENT SUPERVISORY AUTHORITY

Where Customer is the data exporter under Module 2 or Module 3, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the EU Standard Contractual Clauses.. A list of the supervisory authorities in the European Union is available here: [https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm)



Annex II to DPT (and, where applicable, the Standard Contractual Clauses)

Technical and organisational measures

This document describes the technical and organizational measures (TOMs) implemented by evosoft and its Subprocessors to protect evosoft's and Subprocessors' IT-systems and applications. Some Offerings may be protected by different or additional TOMs, as set forth in the respective Agreement, including the Offering specific Annexes available at [www.siemens.com/dpt](http://www.siemens.com/dpt).

Scenario 1: TOMs applicable to Cloud Offerings.

Scenario 2: TOMs applicable to Support and Professional Offerings provided via remote access tools provided and controlled by evosoft.

Scenario 3: TOMs applicable to Support and Professional Offerings provided via remote access tools provided and controlled by Customer.

#	Measures	Scenario		
		1	2	3
1. Physical and Environmental Security				
	evosoft implements suitable measures to prevent unauthorized persons from gaining access to the data processing equipment (namely database and application servers and related hardware). This shall be accomplished by:			
	a) establishing security areas;	X	X	-
	b) protecting and restricting access paths;	X	X	-
	c) securing the decentralized data processing equipment and personal computers;	X	X	X
	d) establishing access authorizations for employees and third parties, including the respective documentation;	X	X	-
	e) all access to the data center where Personal Data is hosted will be logged, monitored, and tracked;	X	-	-
	f) the data center where Personal Data is hosted is secured by restricted access controls, and other appropriate security measures; and	X	-	-
	g) maintenance and inspection of supporting equipment in IT areas and data centers shall only be carried out by authorized personnel	X	X	-
2. Access Control (IT-Systems and/or IT-Application)				
	2.1 evosoft implements an authorization and authentication framework including, but not limited to, the following elements:			
	a) role-based access controls implemented;	X	X	X
	b) process to create, modify, and delete accounts implemented;	X	X	X
	c) access to IT systems and applications is protected by authentication mechanisms;	X	X	X
	d) appropriate authentication methods are used based on the characteristics and technical options of the IT system or application;	X	X	X
	e) access to IT systems and applications shall require adequate authentication;	X	X	X

#	Measures	Scenario		
		1	2	3
	f) authorization and logging measures for network connections to IT systems and applications (including firewalls to allow or deny inbound network connections) implemented;	X	X	-
	g) privileged access rights to IT systems, applications, and network Offerings are only granted to individuals who need it to accomplish their tasks (least-privilege principle);	X	X	X
	h) privileged access rights to IT systems and applications are documented and kept up to date;	X	X	X
	i) access rights to IT systems and applications are reviewed and updated on regular basis;	X	X	X
	j) password policy implemented, including requirements re. password complexity, minimum length , no re-use of recently used passwords;	X	X	X
	k) IT systems and applications technically enforce password policy;	X	X	X
	l) policy to lock user terminal when leaving the workplace;	X	X	X
	m) automatic time-out of user terminal if left idle;	X	X	X
	n) automatic turn-off of the user identification when several erroneous passwords are entered, along with log file of events (monitoring of break-in-attempts);	X	X	X
	o) access rights of employees and external personnel to IT systems and applications is removed without undue delay upon termination of employment or contract; and	X	X	X
	p) use of secure industry standard authentication certificates.	X	X	-
	2.2 evosoft implements a roles and responsibilities concept.	X	X	-
	2.3 IT systems and applications lock down automatically or terminate the session after exceeding a reasonable defined idle time limit.	X	X	-
	2.4 evosoft maintains log-on procedures on IT systems with safeguards against suspicious login activity (e.g. against brute-force and password guessing attacks).	X	X	X
3. Availability Control				
	3.1 evosoft defines, documents and implements a backup concept for IT systems. , including the following technical and organizational elements:			
	a) backups storage media is protected against unauthorized access and environmental threats (e.g., heat, humidity, fire);	X	-	-
	b) defined backup intervals; and	X	-	-
	c) the restoration of data from backups is tested based on the criticality of the IT system or application.	X	-	-
	3.2 evosoft stores backups in a physical location different from the location where the productive system is hosted.	X	-	-
	3.3 evosoft implements industry standard anti-malware solutions to protect its systems and applications against malicious software.	X	X	X
	3.4 IT systems and applications in non-production environments are logically or physically separated from IT systems and applications in production environments.	X	-	-
	3.5 Data centers in which Personal Data is stored or processed are protected against natural disasters, physical attacks or accidents.	X	-	-



#	Measures	Scenario		
		1	2	3
	3.6 Supporting equipment in IT areas and data centers, such as cables, electricity, telecommunication facilities, water supply, or air conditioning systems are protected from disruptions and unauthorized manipulation.	X	-	-
4. Operations Security				
	4.1 evosoft maintains and implements a company-wide Information Security Framework based on ISO 27001 which is regularly reviewed and updated.	X	X	X
	4.2 evosoft defines and logs security-relevant events.	X	X	X
	4.3 evosoft continuously analyzes the respective IT systems and event logs for anomalies, irregularities, indicators of compromise and other suspicious activities.	X	X	X
	4.4 evosoft scans IT systems and applications for security vulnerabilities on a regular basis.	X	X	X
	4.5 evosoft implements and maintains a change management process for IT systems and applications.	X	X	X
	4.6 evosoft maintains a process to update and implement vendor security fixes and updates on the respective IT systems and applications.	X	X	X
	4.7 evosoft irretrievably erases data or physically destroys the data storage media before disposing or reusing of an IT system.	X	X	X
5. Transmission Controls				
	5.1 evosoft continuously and systematically monitors IT systems, applications and relevant network zones to detect malicious and abnormal network activity which may include;			
	a) Firewalls (e.g., stateful firewalls, application firewalls);	X	X	-
	b) Proxy servers;	X	X	-
	c) Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS);	X	X	-
	d) URL Filtering; and	X	-	-
	e) Security Information and Event Management (SIEM) systems.	X	X	-
	5.2 evosoft documents and updates network topologies and its security requirements on regular basis.	X	X	-
	5.3 evosoft administers IT systems and applications by using industry standard encrypted connections.	X	X	-
	5.4 evosoft protects the integrity of content during transmission by industry standard network protocols, such as TLS.	X	X	-
	5.5 evosoft encrypts, or enables its customers to encrypt, customer data.	X	X	-
	5.6 evosoft uses secure key management to store secret keys in the cloud.	X	-	-
6. Security Incidents				
	evosoft maintains and implements an incident handling process, including but not limited to			

#	Measures	Scenario		
		1	2	3
	a) records of security breaches;	X	X	X
	b) customer notification processes; and	X	X	X
	c) an incident response scheme to address the following at time of incident:(i) roles, responsibilities, and communication and contact strategies in the event of a compromise (ii) specific incident response procedures and (iii) coverage and responses of all critical system components.	X	X	X
7. Asset Management, System Acquisition, Development and Maintenance				
	7.1 evosoft implements an adequate security patching process that includes:			
	a) monitoring of components for potential weaknesses (CVEs);	X	X	-
	b) priority rating of fix;	X	X	-
	c) timely implementation of the fix; and	X	X	-
	d) download of patches from trustworthy sources.	X	X	-
	7.2 evosoft identifies and documents information security requirements prior to the development and acquisition of new IT systems and applications as well as before making improvements to existing IT systems and applications.	X	X	-
	7.3 evosoft establishes a formal process to control and perform changes to developed applications.	X	X	-
	7.4 evosoft plans and incorporates security tests into the System Development Life Cycle of IT systems and applications.	X	X	-
8. Human Resource Security				
	8.1 evosoft implements the following measures in the area of human resources security:			
	a) employees with access to Personal Data are bound by confidentiality obligations; and.	X	X	X
	b) employees with access to Personal Data are trained regularly regarding the applicable data protection laws and regulations	X	X	X
	8.2 evosoft implements an offboarding process for evosoft employees and external vendors.	X	X	X

Annex III to DPT (and, where applicable, the Standard Contractual Clauses)

List of approved Subprocessors

A reference to the Subprocessors used by us when providing the Offering is available at [www.siemens.com/dpt](http://www.siemens.com/dpt) or contained in the respective Agreement.

#### **Annex IV to DPT**

##### **General Data Protection Regulation (EU) 2016/679 (GDPR) Overview**

The following table sets out the relevant Articles of GDPR and corresponding terms of the DPT for illustration purposes.

#	GDPR Reference	DPT Section	Title
1.	Article 28 (1)	Section 4 and DPT Annexes	Technical and organizational measures and DPT Annexes
2.	Article 28 (2), (3) (d) and (4)	Section 6 and DPT Annexes	Subprocessors
3.	Article 28 (3) sentence 1	Section 2 and DPT Annexes	Details of the processing and DPT Annexes
4.	Articles 28 (3) (a) and 29	Section 3	Instructions
5.	Article 28 (3) (b)	Section 5	Confidentiality of the processing
6.	Articles 28 (3) (c) and 32	Section 4 and DPT Annexes	Technical and organizational measures and DPT Annexes
7.	Article 28 (3) (e)	Section 10.1	Data subject rights
8.	Articles 28 (3) (f) and 32	Sections 10.2, Section 4 and DPT Annexes	evosoft's assistance, Technical and organizational measures and DPT Annexes
9.	Articles 28 (3) (f) and 33 to 34	Section 9	Personal Data Breach
10.	Articles 28 (3) (f) and 35 to 36	Section 10.2	evosoft's assistance
11.	Article 28 (3) (g)	Section 13	Term and termination
12.	Article 28 (3) (h)	Section 11	Audits
13.	Article 28 (4)	Section 6	Subprocessors
14.	Article 46 (1) (b) und (c)	Section 7 and Standard Contractual Clauses	International Data Transfers and Standard Contractual Clauses