

Data Privacy Terms

September 2021

The Data Privacy Terms (“DPT”) are agreed between the Siemens entity (“**Siemens**”) 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 Siemens 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 Siemens’ 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, Siemens 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, Siemens shall not be responsible for compliance with any data protection laws or regulations applicable to Customer or Customer’s industry that are not generally applicable to Processors. Customer shall comply with all laws and regulations applicable to Customers use of the Offerings, including Applicable Data Protection Law, and ensure that Siemens 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 Siemens, 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

Siemens 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 Siemens 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, Siemens shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The technical and organizational measures implemented by Siemens 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, Siemens 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 Siemens and

Siemens’ 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

Siemens 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 Siemens. A current list of Subprocessors commissioned by Siemens is available in the applicable DPT Annexes.

6.2. Siemens may remove or add new Subprocessors at any time. If required by Applicable Data Protection Law, Siemens will obtain Customer’s approval to engage new Subprocessors in accordance with the following process: (i) Siemens 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, Siemens 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 Siemens 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, Siemens shall enter into an agreement with such Subprocessor imposing appropriate contractual obligations on the Subprocessor that are no less protective than the obligations in this DPT. Siemens remains responsible for any acts or omissions of our Subprocessors in the same manner as for Siemens’ own acts and omissions hereunder.

7. International Data Transfers

7.1. Restricted Transfers. In case Transfers to Non-EEA Recipients relate to Personal Data originating from a Controller located within the EEA, Switzerland, or the United Kingdom, Siemens shall implement the Transfer Safeguards identified in the DPT Annexes. Siemens 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) Siemens, if located outside the EEA or outside a Country with an Adequacy Decision- and Customer hereby enter into the Standard Contractual Clauses. Customer enters into the Standard Contractual Clauses as data exporter acting as (i) Controller (in which case Module 2 of the Standard Contractual Clauses applies), and (ii) Processor for its Further Controller (in which case Module 3 of the Standard Contractual Clauses applies). 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.

(ii) Siemens within the EEA. Siemens - if located within the EEA or within a Country with an Adequacy Decision - shall enter into the Standard Contractual Clauses (Module 3) with its Subprocessors. The Standard Contractual Clauses (Module 3) shall cover the Processing activities provided by the respective Subprocessor.

(iii) Onward Transfers. Any further onward transfer must comply with the applicable Module of the Standard Contractual Clauses. In case Customer is located outside the EEA and acts on its part as a data importer for its Further Controllers under the Standard Contractual Clauses, the third-party beneficiary clause stipulated by Clause 9 (e) of the Standard Contractual Clauses shall be in favor of the respective Further Controllers acting as the data exporter under such Standard Contractual Clauses.

(iv) United Kingdom and Switzerland. In case the Customer is located in the United Kingdom or Switzerland and the Standard Contractual Clauses are used to protect restricted transfers, any reference in the Standard Contractual Clauses to the Eu General Data Protection Regulation shall be understood as reference to Applicable Data Protection Law in that respective country. The Parties further agree that in this case the Standard Contractual Clauses shall be governed by the laws of the country in which the Customer is located. The Parties are further aware that the Applicable Data Protection Law and enforcement practice of data protection authorities in the United Kingdom do not yet recognize the Standard Contractual Clauses (EU) 2021/914 as adequate means to protect international data transfers but continues to rely on the Standard Contractual Clauses 2010/87/EU. Therefore, personal data transfers originating from Controllers located in the United Kingdom shall additionally be governed by the Standard Contractual Clauses 2010/87/EU.

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

7.4. Customer outside the EEA. In case the Customer or a Further Controller is located outside the EEA or outside a Country with an Adequacy Decision and Siemens is located within the EEA, Module 4 of the Standard Contractual Clauses shall apply.

8. Defending Customer Personal Data – Third party access requests

In the event Siemens receives an order from any third party for disclosure of Personal Data, Siemens shall (i) use every reasonable effort to redirect the third party to request data directly from Customer; (ii) promptly notify Customer, unless prohibited under applicable law, and, if prohibited from notifying Customer, use all lawful 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 all reasonable lawful 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. Siemens 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 Siemens, 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. Siemens 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, Siemens’ assistance

10.1. Siemens shall, to the extent legally permitted, notify Customer without undue delay if Siemens 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 Siemens, (i) Siemens 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 (ii) 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 - Siemens’ and its Subprocessors’ compliance with the data protection obligations hereunder annually, unless additional audits are necessary under Applicable Data Protection Law. 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. Siemens and its Subprocessors may use (internal or external) auditors to perform audits to verify compliance with the data protection obligations hereunder. Each audit will result in the generation of an audit report (“**Audit Report**”). Upon Customer’s request, Siemens shall provide such relevant Audit Reports for the Offerings concerned. Customer agrees that these Audit Reports shall first be used to address Customer’s audit rights under these DPT.

11.3. If required under Applicable Data Protection Law, Siemens will allow for additional audits, including onsite audits at Siemens facilities and premises by Customer or an independent, accredited third party

audit firm, during regular business hours, with reasonable advance notice to Siemens.

11.4. The Audit Reports 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, Siemens may require Customer and Further Controllers to enter into non-disclosure agreements directly with the respective Subprocessor before issuing Audit Reports and any further information or documentation to Customer or Further Controllers.

12. Single point of contact and liability

The following shall apply, unless required otherwise by Applicable Data Protection Law or the respective applicable Transfer Safeguard:

12.1. Customer shall serve as a single point of contact for Siemens, also with regard to Further Controllers under the DPT.

12.2. In case the DPT or any of the Transfer Safeguards in Section 7 (such as Standard Contractual Clauses) provide rights to Controllers (including Controllers other than Customer) in relation to Siemens and/or its Subprocessors, Customer shall exercise these rights by contacting Siemens directly, in its own name and/or on behalf of the respective Controller.

12.3. In case the DPT or any of the Transfer Safeguards contain notification obligations vis-a-vis Controllers, Siemens shall be discharged of its obligation to notify a Controller when Siemens has provided such notice to Customer.

12.4. Without prejudice to the statutory rights of Data Subjects, limitations of liability contained in the Agreement shall also apply to Siemens' and its Subprocessors' liability (taken together in the aggregate) vis-à-vis Customer and its Further Controllers.

12.5. Customer shall be responsible to ensure that Sections 12.1 to 12.4 above are enforceable by Siemens and its Subprocessors vis-à-vis its Further Controllers.

13. Notices

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

13.2. Notices concerning Subprocessors under section 6 of the DPT may be given by listing the current Subprocessors at 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 and to keep contact information for notices current.

14. 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, Siemens shall erase all Personal Data made available to it or obtained or generated by it on behalf of Customer connection with the Offerings.

15. Language

If Siemens 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

16. Country Terms

16.1. **Russian Federation.** If Siemens is Processing Personal Data within the scope of the Data Protection Act No. 152 FZ (i) Customer shall be responsible for the initial collection, recording, systematization, storing, updating, amending, transferring and extraction (collectively "**Initial Processing**") of such Personal Data; and (ii) Customer hereby represents that it will conduct the Initial Processing in compliance with the laws governing processing and protection of such information. Customer represents that it has obtained the Data Subject's consent on the transfer (including international transfer) and Processing of their Personal Data by Siemens and its Subprocessors.

16.2. **USA.** If Siemens is Processing Personal Data of US residents, Siemens makes the following additional commitments to Customer: Siemens 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 DPT and as permitted under relevant US data privacy law ("**US Data Privacy Law**"), including under any "sale" exemption. In no event will Customer sell (as such term is defined under US Data Privacy Law) any such Personal Data. These additional terms do not limit or reduce any data protection commitments Siemens makes to Customer in the DPT, Agreement, or other agreement between Siemens and Customer. Siemens hereby certifies that Siemens understands the restrictions contained herein and will comply with them.

17. Definitions

17.1. "**Agreement**" means the commercial agreement on the provision of the Offerings between Siemens and Customer.

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

17.3. "**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.

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

17.5. "**Country with an Adequacy Decision**" shall mean a country outside the EEA where the European Commission has decided that the country ensures an adequate level of protection with respect to Personal Data.

17.6. "**Data Subject**" means an identified or identifiable natural person.

17.7. "**DPT**" shall mean these Data Privacy Terms.

17.8. "**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.

17.9. "**EEA**" shall mean the European Economic Area.

17.10. "**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.

17.11. **“Offerings”** shall mean the Offerings under the Agreement provided by Siemens acting in its role as Processor. In the Agreement, Offering as defined herein may be referred to as “Service”.

17.12. **“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 Siemens in the context of providing the Offerings.

17.13. **“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.

17.14. **“Processor”** means a natural or legal person, public authority, agency or any other body which Processes Personal Data on behalf of a Controller.

17.15. **“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.

17.16. **“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.

17.17. **“Standard Contractual Clauses”** means the Standard Contractual Clauses (EU) 2021/914 as of 4 June 2021. Any reference made to the Standard Contractual Clauses herein, shall refer to the Standard Contractual Clauses document available at: www.siemens.com/DPT/SCC (which includes the parties' selection on certain Modules and optional clauses).

17.18. **“Subprocessor”** shall mean any further Processor engaged by Siemens that has access to Personal Data.

17.19. **“Transfer Safeguards”** shall mean (i) an adequacy decision in the meaning of Article 45 of the General Data Protection Regulation (EU) 2016/679 or (ii) appropriate safeguards as required by Article 46 of the General Data Protection Regulation (EU) 2016/679.

17.20. **“Transfers to Non-EEA Recipients”** 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 Siemens or any of its Subprocessors.

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 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 Siemens vis-à-vis Customer and, as the case may be, as Processor under the instructions of its Further Processors for Processing activities provided by Siemens vis-à-vis the 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 Siemens company specified in the Agreement. Point of contact for data privacy inquiries is the Office of the Siemens Data Protection Officer, Werner-von-Siemens-Straße 1, 80333 Munich, Germany, E-Mail: dataprotection@siemens.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, authorization data, operating data and any system log-files 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 Siemens.

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), Siemens 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), Siemens 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

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

- internet accessible or similar Offerings made available and hosted by Siemens (“**Cloud Offerings**”); or
- administration, management, installation, configuration, migration, maintenance and support Offerings or any other Offerings requiring (remote) access to Personal Data stored in the Cloud Offerings or on Customer’s IT systems (“**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) Siemens 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 the Standard Contractual Clauses apply, the supervisory authority responsible for the Customer shall act as competent supervisory authority in the context of the 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

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 Siemens and its Subprocessors to protect Siemens' and Subprocessors' IT-systems and applications. Some Offerings may be protected by different or additional TOMs, as set forth in the respective Agreement.

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 Siemens.

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			
	Siemens 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 Siemens 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) all access to data (including personal data) is logged;	X	X	-
	g) authorization and logging measures for inbound and outbound network connections to IT systems and applications (including firewalls to allow or deny inbound network connections) implemented;	X	X	-
	h) 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
	i) privileged access rights to IT systems and applications are documented and kept up to date;	X	X	X
	j) access rights to IT systems and applications are reviewed and updated on regular basis;	X	X	X
	k) password policy implemented, including requirements re. password complexity, minimum length and expiry after adequate period of time, no re-use of recently used passwords;	X	X	X
	l) IT systems and applications technically enforce password policy;	X	X	X
	m) policy to lock user terminal when leaving the workplace;	X	X	X
	n) automatic time-out of user terminal if left idle;	X	X	X
	o) 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
	p) access rights of employees and external personnel to IT systems and applications is removed immediately upon termination of employment or contract; and	X	X	X
	q) use of secure state-of-the-art authentication certificates.	X	X	-
	2.2 Siemens 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 Siemens 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 Siemens 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 regularly based on the criticality of the IT system or application.	X	-	-
	3.2 Siemens stores backups in a physical location different from the location where the productive system is hosted.	X	-	-

#	Measures	Scenario		
		1	2	3
	3.3 Siemens implements state-of-the-art 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	-	-
	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 Siemens maintains and implements a company-wide ISO 27001 Information Security Framework which is regularly reviewed and updated.	X	X	X
	4.2 Siemens logs security-relevant events, such as user management activities (e.g., creation, deletion), failed logons, changes on the security configuration of the system on IT systems and applications.	X	X	X
	4.3 Siemens continuously analyzes the respective IT systems and applications log data for anomalies, irregularities, indicators of compromise and other suspicious activities.	X	X	X
	4.4 Siemens scans and tests IT systems and applications for security vulnerabilities on a regular basis.	X	X	X
	4.5 Siemens implements and maintains a change management process for IT systems and applications.	X	X	X
	4.6 Siemens maintains a process to update and implement vendor security fixes and updates on the respective IT systems and applications.	X	X	X
	4.7 Siemens 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 Siemens continuously and systematically monitors IT systems, applications and relevant network zones to detect malicious and abnormal network activity by;			
	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 Siemens documents and updates network topologies and its security requirements on regular basis.	X	X	-
	5.3 Siemens administers IT systems and applications by using state-of-the-art encrypted connections.	X	X	-
	5.4 Siemens protects the integrity of content during transmission by state-of-the-art network protocols, such as TLS.	X	X	-

#	Measures	Scenario		
		1	2	3
	5.5 Siemens encrypts, or enables its customers to encrypt, customer data that is transmitted over public networks.	X	X	-
	5.6 Siemens uses secure Key Management Systems (KMS) to store secret keys in the cloud.	X	-	-
6. Security Incidents				
	Siemens maintains and implements an incident handling process, including but not limited to			
	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 Siemens 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 Siemens 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 Siemens establishes a formal process to control and perform changes to developed applications.	X	X	-
	7.4 Siemens plans and incorporates security tests into the System Development Life Cycle of IT systems and applications.	X	X	-
8. Human Resource Security				
	8.1 Siemens 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 Siemens implements an offboarding process for Siemens 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 or contained in the respective Agreement.

Annex IV to DPT

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	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	Siemens' assistance, Technical and organizational measure 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	Siemens' assistance
11.	Article 28 (3) (g)	Section 14	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