

# Supplementary General Terms and Conditions for Processing according to the GDPR („SCP“)

08.08.2019

## 1. SCOPE, SUBJECT MATTER, DURATION

- 1.1. If, within the scope of the AutoLogg Contract, the Supplier processes personal data on behalf of the Customer and acts thereby as a processor within the meaning of Art 4(8) GDPR, these Supplementary General Terms and Conditions for Processing (hereinafter referred to as “SCP”) shall apply. In this case, the Customer is the controller as defined in Art 4 (7) GDPR. Where the Supplier acts as a controller, these SCP shall not apply.
- 1.2. The subject of the processing carried out by the Supplier are personal data, which have been made available to the Supplier in the context of the respective AutoLogg Contract. Nature and purpose of the processing of personal data are defined through the AutoLogg Contract. Unless otherwise stipulated in the AutoLogg Contract, the type of personal data processed by the Supplier includes name, contact data and other personal data generated or transmitted within the use of AutoLogg. Unless otherwise stipulated in the AutoLogg Contract, the categories of data subjects are Customers and authorized Users.
- 1.3. The duration of the processing on the basis of these SCP shall be corresponding to the duration of the use of AutoLogg within the AutoLogg Contract. In addition, either party may terminate the contractual relationship with immediate effect if the other party intentionally and seriously violates data protection regulations in connection with the existing Contract between the Customer and the Supplier; in the case of a non-intentional or non-serious violation, this right shall only exist if the other party does not immediately remedy the violation after giving notice of such a violation.

## 2. PLACE OF PERFORMANCE OF DATA PROCESSING

- 2.1. All data processing shall be exclusively executed within the EU or the EEA. Any dislocation into a third country shall be subject to prior acceptance of the Customer and is only allowed, when the conditions of Art 44 et seqq. GDPR have been fulfilled.

## 3. PROCESSING BY THE SUPPLIER

- 3.1. The Customer shall be solely responsible for the assessment of the lawfulness of the processing according to Art 6 (1) GDPR as well as for the safeguarding of the rights of the data subjects according to Art 12 to 22 GDPR. Nevertheless, the Supplier shall forward any such inquiries, as far as they are recognizably addressed exclusively to the Customer, immediately to him or her.
- 3.2. The Supplier shall process the personal data only on documented instructions of the Customer (whereby the respective AutoLogg Agreement including these SCPs constitute the complete and final documented instructions of the Customer; supplementary instructions or amendments require a separate written agreement between the parties), unless required to do so by Union or Member State law to which the Supplier is subject; in such case, the Supplier shall inform the Customer of that legal requirements before processing, unless that law prohibits such information on important grounds of public interest. The Customer shall only give lawful instructions and shall indemnify and hold the Supplier harmless in the event of any claim because of performance of non-lawful instructions.

- 3.3. The Supplier shall not use the personal data for any other purposes than the agreed purposes, in particular not for its own purposes or the purposes of third parties. Should the Supplier be required to release data of the Customer by request of the authorities, he shall – as far as it is legally permitted - inform the Customer of the above without delay and refer the authorities to the Customer.
- 3.4. The Supplier ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 3.5. The Supplier shall take all necessary measures required pursuant to Art 32 GDPR. A description of the technical and organizational measures is available here: [TOMs](#) The technical and organizational measures are subject to the technical progress. In this respect, the Supplier shall be permitted to implement alternative adequate measures, whereby the security level may not be undercut. Material changes shall be documented by the Supplier.
- 3.6. Taking into account the nature of the processing, the Supplier shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customers's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III.
- 3.7. The Supplier shall assist the Customer in complying with the obligations referred to in Articles 32 to 36, taking into account the nature of the processing and the information available to the Supplier.
- 3.8. The Supplier shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Art 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. The Customer shall have such inspections carried out only by suitably qualified personnel bound to secrecy or by suitably qualified external auditors to be appointed in each individual case and bound to secrecy. The costs incurred by the Supplier as a result of his participation in the inspections shall be reimbursed by the Customer, provided and to the extent these costs exceed an usual extent.
- 3.9. The Supplier shall, at the choice of the Customer, delete or return all the personal data to the Customer after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the personal data.
- 3.10. The Supplier will immediately inform the Customer if, in its opinion, an instruction infringes Union or Member State data protection provisions.

#### **4. OTHER PROCESSORS**

- 4.1. The Supplier shall be entitled to engage other processors (sub-processors).
- 4.2. The Customer agrees to the engagement of these [other processors](#).
- 4.3. Prior to the involvement of any other processors or the replacement of any approved processors, the Supplier shall inform the Customer. The Customer may object to the change for good cause if he or she sets out legitimate reasons for the refusal of the further processor in question.
- 4.4. The Supplier shall conclude the necessary agreements within the meaning of Art 28(4) GDPR with the other processor. It must be ensured that the same data protection obligations as set out in this agreement are imposed on that other processor. Where that other processor fails to fulfil its data protection obligations, the Supplier shall remain fully liable to the Customer for the performance of that other processor's obligations.

#### **5. REPORTING IN CASE OF A PERSONAL DATA BREACH**

- 5.1. In the event of a personal data breach regarding personal data from the Customer, the Supplier shall notify the Customer in writing without undue delay after it has become aware of such breach. The Supplier shall provide the Customer with all information required for the fulfilment of the obligation to report or notify a breach of personal data protection in accordance with Art. 33, 34 GDPR.
- 5.2. The Supplier shall cooperate with the Customer and support him in the investigation, reduction and rectification of a personal data breach.

5.3. In the event of a personal data breach, the Supplier may not notify third parties without the prior consent of the Customer, unless he is subject to a statutory reporting obligation.

**6. CONTRADICTORY PROVISIONS**

6.1. In the event of inconsistencies or incompatibilities between the provisions of these SCPs and the AutoLogg General Terms and Conditions, the provisions of these SCPs shall prevail.