General terms and conditions of business
of AutLay – Automatisches Layout GmbH

In case of differences between the German and English version of this Agreement, only the German version shall be decisive and applicable.

1. Scope

1.1. Unless otherwise expressly regulated in individual cases, the provisions of these General Terms and Conditions (hereinafter "GTC") apply to all contracts for the provision and use of the campaign tool (hereinafter: "AutLay Campaign Tool" or "Software") of AutLay -Automatisches Layout GmbH , Unter Käster 14-16, 50667 Cologne (hereinafter "AutLay") with those entrepreneurs who use the services of AutLay (hereinafter "customer"; AutLay and customer also individually "party" or together "parties"), as well as the implementation of printing and shipping services in the form of print mailings (hereinafter: "print mailing campaign") and the performance of additional consulting and implementation services by AutLay. The version of the GTC valid at the time of conclusion of the contract is decisive.

1.2. These terms and conditions apply exclusively to business transactions with entrepreneurs and legal entities under public law and special funds under public law. A contract is not concluded with consumers.

1.3. These GTC apply exclusively to the services of AutLay, even if they are not mentioned in subsequent contracts. The validity of general deviating contractual or business conditions of the customer is expressly excluded. This also applies if AutLay has not expressly objected to the customer's conditions and/or renders services without objection. There are no verbal or written ancillary agreements to these General Terms and Conditions.

1.4. The contract between AutLay and the customer consists of these terms and conditions and the appendices (collectively: "Contract"). All systems mentioned in these terms and conditions are a binding part of the contract.

1.5. AutLay may use third parties, in particular print service providers, to fulfill the obligations arising from this contract or to exercise rights.

1.6. Rights that AutLay is entitled to under the law beyond these terms and conditions remain unaffected.

1.7. Terms have the meaning defined in these GTC, unless the context otherwise dictates.

2. Subject of the contract, conclusion of the contract

2.1. The subject of these GTC is the provision of the AutLay campaign tool and the execution of print mailing and trigger campaigns and of consulting and implementation services by AutLay (hereinafter collectively: "Services"). The provision of services is determined in detail according to the following provisions.

2.2. The conclusion of the contract with regard to the provision of the AutLay campaign tool takes place when the customer registers in the AutLay campaign tool. Only entrepreneurs and legal

entities under public law and special funds under public law are entitled to register. The customer is obliged to truthfully declare the authorization to register.

2.3. On the basis of the contract concluded for the provision of the AutLay campaign tool, the customer can commission AutLay to carry out print mailing and trigger campaigns. To do this, the customer sends the respective individual order by pressing the corresponding order button in the AutLay campaign tool. The contract for the implementation of a print mailing campaign is only concluded when AutLay has confirmed the order.

2.4. The conclusion of the contract with regard to the provision of additional consulting and implementation services takes place when the customer accepts an individual offer from AutLay.

3. Provision of the AutLay campaign tool

3.1. AutLay provides the customer with the AutLay campaign tool as software-as-a-service for contractual use over the Internet. The contractual use includes access to the AutLay campaign tool and the input, storage, processing, and retrieval of data for creating campaign layouts (hereinafter: "Layouts") via the AutLay campaign tool. Software is not handed over. The AutLay campaign tool is operated exclusively on the AutLay systems. Access to the AutLay campaign tool is via the customer's personal user account. Setting up additional user access to the user account must be ordered separately (consulting and implementation services according to Section 5). If AutLay expressly offers the customer to invite other users to his user account, such user access will be set up without additional charge.

3.2. AutLay takes reasonable measures to enable and maintain the availability of the AutLay campaign tool under these GTC. However, it may happen that the campaign tool is temporarily unavailable, for example due to an internet connection failure, hardware problems or maintenance work. In such a case, AutLay endeavors to restore availability as quickly as possible, provided that the cause of the non-availability is within its own sphere of influence. Overall, AutLay guarantees an availability of the service of 97% calculated on an annual average.

3.3. Unavailability of the AutLay campaign tool for installing updates and other maintenance measures will be carried out by AutLay at night or at the weekend if possible and will be announced in advance in a suitable form, unless immediate action is indicated due to updates that are necessary at short notice (e.g., to close critical security gaps). Such an unavailability does not affect the accessibility according to the above number 3.2.

3.4. In addition, AutLay provides the customer with contact options (especially email) for support requests.

4. Implementation of trigger campaigns

4.1. If the customer commissions AutLay to carry out a trigger campaign, AutLay processes trigger events and creates automated orders on behalf of the customer for the execution of print mailing campaigns.

5. Implementation of print mailing campaigns

5.1. If the customer commissions AutLay to carry out a print mailing campaign, AutLay prints the layouts created with the AutLay campaign tool and hands over the print mailings to the shipping service provider. The service is provided as a service in accordance with §§ 611 ff. BGB.

5.2. After AutLay has confirmed the order, AutLay will immediately forward the order to its print service provider, allowing AutLay a reasonable period for manual quality assurance. Therefore, the customer can no longer cancel the contract. If the customer declares the cancellation of a confirmed order, he must pay the full amount. The customer is free to prove that AutLay has suffered no or only minor damage as a result of the cancellation.

5.3. AutLay transfers the print mailings created by the print service provider to the shipping service provider Deutsche Post AG. With the handover, the service is fully effected by AutLay. AutLay is not a contractual partner of the shipping service provider.

5.4. Upon conclusion of the contract, the customer authorizes AutLay to conclude a contract with Deutsche Post AG for him and in his name for the execution of the dispatch of the print mailings. The GTC BRIEF NATIONAL of Deutsche Post AG apply to the contract between the customer and Deutsche Post AG, available at https://www.deutschepost.de/content/dam/dpag/images/A_a/AGB/dp-agb-brief-national-2021.pdf. AutLay undertakes - after the customer has properly paid the fee in accordance with Section 8 of these General Terms and Conditions - to settle the costs incurred by the customer through the assignment of Deutsche Post AG to Deutsche Post AG.

5.5. For orders with at least 500 units the dispatch takes place exclusively as *Deutsche Post Dialogpost*. *Dialogpost* can be used to send items that address clients. Only advertising contents are permitted. When sending items by *Dialogpost*, the customer is responsible for ensuring that all content of the advertising material complies with the *Dialogpost* requirements and guidelines.

5.6. For orders with recipients in other countries than Germany the dispatch takes place exclusively as *Deutsche Post Dialogpost International*. When sending items by *Dialogpost International*, the customer is responsible for ensuring that all content of the advertising material complies with the *Dialogpost International* requirements and guidelines.

6. Consulting and implementation services

6.1. AutLay will only provide additional consulting and implementation services if and insofar as this has been expressly agreed between the parties. This includes z. B. the customer-specific onboarding to the AutLay campaign tool, the training of employees and the activation of additional user access. The parties determine the type, content and scope of the consulting and implementation services individually in an offer.

6.2. Consulting and implementation services are generally carried out from Monday to Friday between 9:00 a.m. and 6:00 p.m., with the exception of public holidays. If the customer wishes the services to be provided outside of the aforementioned times, AutLay will comply with this request within the scope of its operational possibilities.

7. Rights of Use

7.1. Upon conclusion of the contract, AutLay grants the customer the non-exclusive, non-transferrable, non-sublicensable right, limited in time to the contract period and unlimited in location, to use the AutLay campaign tool to the contractual extent.

7.2. The customer has no right to reproduce, decompile or make a back-up copy of the software, unless this is permitted by law. He is also not entitled to pass on the documentation or other accompanying materials to third parties without the prior consent of AutLay.

7.3. The customer grants AutLay the rights to use the layouts it creates, which are necessary for the performance of the services. This includes in particular the printing of the print mailings and the necessary forwarding of the layouts to the print service provider.

7.4. The customer guarantees that all layouts created by him to carry out the services (in particular the images and texts contained therein) are free of third-party property rights and that he is entitled to make these layouts available to AutLay for this purpose. The customer releases AutLay from all claims of third parties due to the use of the layouts created by him to fulfill the contract.

8. Customer's obligation to cooperate

8.1. In order for AutLay to be able to provide the services properly, the customer must carry out all necessary cooperation obligations in a timely and proper manner. As soon as the customer finds that he will not be able to meet his obligations to cooperate, he will inform AutLay of this immediately. If the customer does not properly fulfill his obligations to cooperate or is otherwise responsible for causes that delay, restrict, or impede the performance of AutLay, AutLay is released from providing the services as long as the causes exist. If the cause ceases to exist, AutLay will begin to provide the services again within a reasonable time. AutLay can charge the customer for additional expenses if the customer is responsible for the cause. In these cases, the customer is not entitled to claim damage caused by delay. Other rights on the part of AutLay remain unaffected by the above regulations.

- The customer is obliged to use the AutLay campaign tool exclusively within the scope of the functions provided.

- The customer is obliged to establish an Internet connection when using the AutLay campaign tool and to maintain it during use. The Internet connection must allow sufficient data throughput.

- The customer is obliged to take suitable measures to ensure that unauthorized third parties cannot access the AutLay campaign tool and that the software is not damaged by viruses or other malware. This includes, in particular, keeping the access data for the AutLay campaign tool secret and only accessing the AutLay campaign tool via secure IT systems and secure Internet connections. Any actions that are likely to cause an excessive load on the AutLay campaign tool or otherwise impair the functionality of the infrastructure or endanger the integrity, stability, or availability of the AutLay campaign tool are to be avoided.

- The customer is obliged to regularly carry out comprehensive backups of the data to be processed with the AutLay campaign tool. The performance of data backups is not part of the services to be provided by AutLay.

- In the event of inaccuracies or changes in the contact details, the customer is obliged to inform AutLay immediately by correcting the contact details in his user profile. If the customer ceases to be an entrepreneur, the customer is obliged to inform AutLay immediately in text form.

- The customer will not use any racist, discriminatory, pornographic, endangering the protection of minors, politically extreme or otherwise illegal data or data that violate official regulations or requirements to create layouts.

- The customer is obliged to provide all documents and information required for the provision of consulting and implementation services in good time and in full and to ensure that suitable contact persons with the necessary specialist knowledge are available on the customer's side for this purpose. The customer creates the necessary technical requirements for the proper provision of services by AutLay (e.g., by maintaining an Internet connection).

8.2. In particular, the customer is obliged to provide AutLay with all the information required for the implementation of the print mailing campaign (in particular address data of the recipients) correctly and completely in a suitable format (e.g., Excel) and in German so that the dispatch can be carried out correctly can. At the customer's request, AutLay will roughly check the plausibility of the address data (e.g., zip code) transmitted by the customer before the print mailings are handed over to the shipping service provider. In such a case, the customer is given the opportunity to check the address data for completeness before sending the order; AutLay assumes no liability for the completeness of the address data. AutLay assumes no liability for delivery delays or undeliverability resulting from incorrect information provided by the customer. Damage and additional costs based on incorrect information transmitted to AutLay are to be reimbursed by the customer.

9. Compensation

9.1. The AutLay campaign tool is provided free of charge for the customer.

9.2. The customer pays the amount shown during the checkout process from the AutLay campaign tool to AutLay for the implementation of the print mailing campaign. The price includes a basic fee for the execution of the print mailing campaign as well as the piecemeal costs for production and commissioning of the mailing service provider. Price lists available on the AutLay website are not binding.

9.3. If a trigger campaign is commissioned, the customer accepts the price overview displayed in the AutLay campaign tool during the checkout process. The print mailing campaigns that are automatically commissioned by the trigger campaign are invoiced according to this price overview.

9.4. AutLay will inform customers who have active trigger campaigns about adjustments to the pricing model by e-mail at least four weeks in advance. If the customer does not agree with the new pricing model, it is their responsibility to deactivate the affected trigger campaigns by the cut-off date on which the new pricing model becomes valid. After the cut-off date on which the new pricing model becomes valid, the print campaigns automatically commissioned via trigger campaigns will be billed at the new pricing model.

9.5. The provision of further consulting and implementation services takes place against payment of a fee, which is calculated according to the time required on the basis of a daily rate. The amount of the daily rate and the billing modalities result from the individual offer of AutLay. Cost of materials, travel expenses and other expenses will be reimbursed separately in the amount actually incurred.

9.6. AutLay accepts the payment methods specified during the checkout process. AutLay only carries out the order for the implementation of a print mailing campaign after the remuneration has been paid in full. AutLay is not obliged to perform until the remuneration has been paid in full.

9.7. In individual cases, the remuneration is payable on account. In such a case, the remuneration is to be paid to the account specified in the invoice within 14 days of receipt of the invoice by the customer. If the payment deadline is exceeded, AutLay is entitled to demand default interest of 9 percentage points above the applicable base rate of the European Central Bank. The assertion of further damage is not affected by this. If the customer is in default of payment, AutLay is entitled to demand immediate cash payment for all due and undisputed claims from the business relationship.

9.8. A payment is deemed to have been made when AutLay can dispose of the amount at the place of business. In the event that AutLay accepts cashless means of payment, only the unconditional credit to the account or the possibility of disposing of the amount owed is deemed to be fulfillment.

9.9. Invoices must be checked carefully by the customer. Any invoice corrections must be reported to AutLay within 14 days of receipt of the invoice.

9.10. All prices do not include the applicable sales tax.

9.11. The amount to be paid to AutLay is regularly based on a scale of prices and discounts, based on the volume of print mailings to be created. If AutLay determines before handing over to the shipping service provider that the customer has not fulfilled his obligation to provide address data properly (cf. Section 7.2) to the extent that the number of layouts to be created after sorting out the wrong address data after the above underlying price and discount scale, the customer is obliged to pay the corresponding amount according to this price and discount scale. This also applies in particular if the total price is higher according to the price and discount scale above it than would be the case according to the price displayed during the checkout process.

9.12. For services not provided (e.g., due to incorrect address data transmitted to AutLay), a corresponding reimbursement will be made to the customer. If a refund is required due to incorrect information provided by the customer, AutLay may incur damages and additional costs, which must be borne by the customer. Such claims for damages will be offset against the reimbursement. The basic fee will not be reimbursed, not even pro rata. The refund will be made in the following month as a credit.

9.13. Counterclaims by the customer only entitle him to offsetting and asserting a right of retention if they have been legally established or are undisputed.

10. Contract term, termination

10.1. The contract for the provision of the AutLay campaign tool is concluded for an unlimited period. The customer can terminate the contract at any time by removing his user account.

10.2. If compatible with the type of service and unless otherwise agreed in the individual contract, the contract for the provision of consulting and implementation services can be terminated with a notice period of six weeks to the end of the month. The termination must be in writing.

10.3. The right of the parties to extraordinary termination without notice for important reasons remains unaffected. The extraordinary termination must be in writing to be effective.

11. Liability

11.1. AutLay is liable without limitation in the following cases:

- for damages, reimbursement of expenses and value resulting from intentional or grossly negligent behavior on the part of AutLay, a legal representative or vicarious agents of AutLay,

- for damages, reimbursement of expenses and value from injury to life, limb, or health, which are based on negligent behavior on the part of AutLay, a legal representative or a vicarious agent of AutLay,

- within the scope of an expressly assumed guarantee,

- in the event of liability under the Product Liability Act.

11.2. Otherwise, AutLay is liable for damages, expenses, and compensation due to the violation of a cardinal obligation, i.e., an obligation that is essential for the fulfillment of the contract and on whose observance the customer can legitimately rely, by AutLay, its legal representatives or a vicarious agent to the typically foreseeable damage.

11.3. In addition, AutLay, its representatives and vicarious agents are not liable. Claims for lost profits are excluded.

11.4. If AutLay cannot perform the services or other obligations arising from this contract due to circumstances for which AutLay is not responsible, AutLay shall be released from its performance obligation for the time in which the circumstance preventing the performance of the services exists and for a reasonable start-up period, without being obliged to pay compensation to the customer. The same applies if AutLay or its vicarious agents are made unreasonably difficult or temporarily impossible to fulfill their obligations due to unforeseeable circumstances for which they are not responsible, in particular bad weather, continuous rain, storms, drought, floods, pandemics, official measures, or major operational disruptions. The same applies to industrial action, such as strikes or similar, affecting AutLay or its vicarious agents. If the preventing circumstances last longer than 10 working days, both the customer and AutLay can withdraw from the contract without one of the parties being able to assert any claims for damages against the other party because of the withdrawal. At the request of one party, the other party will declare after the deadline whether it will exercise its right of termination or whether it will insist on the provision of the service.

12. Data Protection

12.1. The parties will observe the applicable data protection regulations.

12.2. The parties conclude the contract processing agreement attached as **appendix 1** in accordance with Art. 28 GDPR.

13. Confidentiality

13.1. The parties are obliged to treat the confidential information of the other party confidentially and not to pass it on to third parties unless this is expressly permitted or is necessary to fulfill the

obligations and exercise the rights arising from this contract. Each party may share the other party's Confidential Information with its employees, vicarious agents, or contractors, provided they have a legitimate interest in knowing the Confidential Information and are themselves obligated to maintain confidentiality to a reasonable extent.

13.2. These confidentiality obligations do not apply to information that: (i) is or becomes public knowledge through no fault of the receiving party; (ii) was known to the receiving party prior to receipt of the Confidential Information; (iii) the receiving party lawfully received from a third party without breach of any duty of confidentiality; or (iv) is developed by the receiving party without using the disclosing party's Confidential Information. A party may also disclose the other party's Confidential Information to the extent required by law or court order, provided it gives the other party advance notice (if permitted by law).

14. Reference and press release

14.1. Each party is entitled to announce the conclusion of the contract and the contractual cooperation of the parties in any form or to advertise it through the use of company names, trademarks and other protected signs (e.g., in reference lists), if the other party has expressly consented to this beforehand.

14.2. Each party is entitled to issue a press release reporting in general terms on the conclusion of the contract and the cooperation between the parties. The draft of a planned press release must be agreed between the parties in advance.

15. Final Provisions

15.1. Changes and additions to these GTC must be in writing. This also applies to the change, addition, or cancellation of this clause 14.1.

15.2. The place of performance is the registered office of AutLay.

15.3. The law of the Federal Republic of Germany applies to this contract. The application of the UN sales law (CISG) is excluded.

15.4. The exclusive place of jurisdiction for disputes arising from or in connection with this contract is Cologne.

15.5. Should a provision of these GTC or a future provision included here be wholly or partially invalid or unenforceable or later lose their legal validity or enforceability, the validity of the remaining provisions of these GTC shall not be affected. The same applies if it should turn out that the General Terms and Conditions contain a loophole. Instead of the ineffective or unenforceable provisions or to fill the gap, an appropriate regulation shall apply which, as far as legally possible, comes closest to what the parties wanted or would have wanted in terms of the meaning and purpose of the contractual cooperation, provided that they agreed upon the conclusion or would have considered the point when later including the relevant provision.

Order processing contract
in terms of §28 (3) of the General Data Protection Regulation (GDPR)

In case of differences between the German and English version of this Agreement, only the German version shall be decisive and applicable.

Preamble

This annex specifies the obligations of the contracting parties with regard to data protection. It shall apply to all activities which are connected with the contract and in which employees of the contractor or persons commissioned by the contractor process personal data ("data") of the customer.

16. Subject matter, duration and specification of the commissioned processing

The subject and duration of the order as well as the type and purpose of the processing result from the contract. In particular, the following data are part of the data processing:

Type of data	Nature and purpose of data processing	Categories of affected persons
Data of the client's customers (esp. names, address data, prefe-rence data)	Order fulfillment	Customers of the client
Contact information of the client's employees	Order fulfillment	Employees of the client
Billing address of the client (incl. contact)	Order accounting	Employees of the client

The term of this annex shall be governed by the term of the contract unless the provisions of this annex impose obligations in excess thereof.

17. Scope and responsibility

17.1. The contractor shall process personal data on behalf of the client. This includes activities that are specified in the contract and in the service description. Within the scope of this contract, the client shall be solely responsible for compliance with the statutory provisions of the data protection laws, in particular for the lawfulness of the transfer of data to the contractor as well as for the lawfulness of the data processing ("controller" within the meaning of article 4 No. 7 GDPR).

17.2. The instructions shall initially be stipulated by the contract and may thereafter be amended, supplemented, or replaced by individual instructions (individual instructions) by the customer in writing or in an electronic format (text form) to the place designated by the contractor. Instructions not provided for in the contract shall be treated as a request for a change in performance. Verbal instructions shall be confirmed immediately in writing or in text form.

18. Obligations of the contractor

18.1. The contractor may only process data of data subjects within the scope of the order and the client's instructions, unless there is an exceptional case within the meaning of article 28 (3) a) of

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the GDPR. The contractor shall inform the client without undue delay if it is of the opinion that an instruction violates applicable laws. The contractor may suspend the implementation of the instruction until it has been confirmed or amended by the client.

18.2. The contractor shall organize the internal organization in its area of responsibility in such a way that it meets the special requirements of data protection. It shall take technical and organizational measures for the adequate protection of the customer's data that meet the requirements of the data protection regulation (Art. 32 GDPR). The contractor shall take technical and organizational measures to ensure the confidentiality, integrity, availability and resilience of the systems and services in connection with the processing on a permanent basis. The customer is aware of these technical and organizational measures and is responsible for ensuring that they provide an appropriate level of protection for the risks associated with the data to be processed.

These technical and organizational measures are listed in the attached **appendix "Technical and Organizational Measures"**. The contractor reserves the right to change the security measures taken, however, it must be ensured that the contractually agreed level of protection is not undercut.

18.3. The contractor shall support the client - to the extent agreed - within the scope of its possibilities in fulfilling the requests and claims of data subjects pursuant to chapter III of the GDPR and in complying with the obligations set forth in articles 33 to 36 of the GDPR.

18.4. The contractor warrants that the employees involved in the processing of the client's data and other persons working for the contractor are prohibited from processing the data outside the scope of the instruction. Furthermore, the contractor warrants that the persons authorized to process the personal data have committed themselves to confidentiality or are subject to an appropriate statutory duty of confidentiality. The confidentiality/confidentiality obligation shall continue to exist even after termination of the order.

18.5. The contractor shall inform the client without delay if it becomes aware of any violations of the client's personal data protection.
The contractor shall take the necessary measures to secure the data and to mitigate possible adverse consequences for the persons concerned and shall consult with the client on this without delay.

18.6. The contractor shall inform the customer of the contact person for data protection issues arising within the scope of the contract.

18.7. The contractor shall ensure that it complies with its obligations under article 32 (1) d) of the GDPR to implement a procedure for the regular review of the effectiveness of the technical and organizational measures to ensure the security of the Processing.

18.8. The contractor shall correct or delete the contractual data if the client instructs it to do so and this is covered by the scope of the instructions. If deletion in compliance with data protection or a corresponding restriction of data processing is not possible, the contractor shall undertake the destruction of data carriers and other materials in compliance with data protection on the basis of an individual order by the customer or shall return these data carriers to the customer, unless already agreed in the contract.
In special cases to be determined by the client, storage or transfer shall take place. Protective measures for this are to be agreed separately, unless already agreed in the contract.

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18.9. Data, data carriers and all other materials shall be either surrendered or deleted at the request of the client after the end of the order.
If additional costs are incurred due to deviating specifications for the return or deletion of the data, these shall be borne by the client.

18.10. In the event of a claim against the client by a data subject with regard to any claims pursuant to art. 82 of the GDPR, the contractor undertakes to support the client in defending the claim within the scope of its possibilities.

19. Obligations of the customer

19.1. The customer shall inform the contractor immediately and in full if it discovers errors or irregularities in the results of the order with regard to provisions of data protection law.

19.2. In the event of a claim against the client by a data subject with regard to any claims pursuant to art. 82 of the GDPR, section 3 (10) shall apply accordingly.

19.3. The customer shall inform the contractor of the contact person for data protection issues arising within the scope of the contract.

20. Requests from affected persons

If a data subject approaches the contractor with requests for correction, deletion or information, the contractor shall refer the data subject to the client, provided that an assignment to the client is possible according to the data subject's information. The contractor shall immediately forward the request of the data subject to the customer. The contractor shall support the client within the scope of its possibilities upon instruction to the extent agreed. The contractor shall not be liable if the request of the person concerned is not answered by the client, is not answered correctly, or is not answered in due time.

21. Verification possibilities

21.1. The contractor shall prove to the client compliance with the obligations set forth in this agreement by appropriate means.

21.2. If, in individual cases, inspections by the customer or an inspector commissioned by the customer are necessary, these shall be carried out during normal business hours without disrupting operations after notification and taking into account a reasonable lead time. The contractor may make such inspections dependent on prior notification with a reasonable lead time and on the signing of a confidentiality agreement with regard to the data of other customers and the technical and organizational measures implemented. If the auditor appointed by the customer is in a competitive relationship with the contractor, the contractor shall have a right of objection against him.
The customer agrees to the appointment of an independent external auditor by the contractor, provided that the contractor provides a copy of the audit report.
The expenditure of an inspection is generally limited to one day per calendar year for the contractor.

21.3. Should a data protection supervisory authority or another sovereign supervisory authority of the client carry out an inspection, paragraph 2 shall apply accordingly. It shall not be necessary to

sign a confidentiality agreement if this supervisory authority is subject to a professional or statutory confidentiality obligation for which a violation is punishable under the German Criminal Code.

22. Subcontractors (other processors)

22.1. The processor shall inform the contractor prior to any intended change with regard to the use or replacement of a subcontractor. The contractor may object to the intended use or replacement of a subcontractor for good cause under data protection law. A subcontractor relationship subject to approval exists if the contractor commissions other contractors to perform all or part of the work agreed in the contract. The contractor shall conclude agreements with these third parties to the extent necessary to ensure appropriate data protection and information security measures.

The contractually agreed services or the partial services described below shall be performed with the involvement of the following subcontractors:

Name and address of the subcontractor	Description of partial services
DATEN_PARTNER Gesellschaft für Direktmarketing und Informations-Technologie mbH Feldheider Str. 39 – 45 40699 Erkrath Deutschland (EU)	Printing and shipping of personalized advertising materials
STRATO AG Pascalstraße 10 10587 Berlin Deutschland (EU)	The customer-specific advertising materials (including the above-mentioned customer data of the client) are calculated in data centers of STRATO AG.
QualityHosting AG Uferweg 40-42 63571 Gelnhausen Deutschland (EU) Microsoft Ireland Operations Limited Leopardstown, Dublin 18, D18 P521, Irland (EU)	Use of Microsoft Office 365: • Exchange (communication with the client) • Teams (conference calls, web telephony) • SharePoint, OneDrive (file storage and versioning)
SoftwareONE Deutschland GmbH Blochstraße 1 04329 Leipzig Deutschland (EU)	Leveraging Azure through SoftwareONE as an end-to-end software and cloud technology solution provider.
HubSpot, Inc. 25 1st Street Cambridge MA 0214 USA	Storage of the client's billing address for invoicing purposes

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Before calling in further subcontractors or replacing listed subcontractors, the contractor shall obtain the consent of the client, which may not be refused without an important reason under data protection law.

22.2. If the contractor places orders with subcontractors, it shall be incumbent upon the contractor to transfer its obligations under data protection law from this agreement to the subcontractor.

23. Information obligations, written form clause, choice of law

23.1. If the customer's data at the contractor is endangered by attachment or seizure, by insolvency or composition proceedings or by other events or measures of third parties, the contractor shall inform the customer thereof without undue delay. The contractor shall immediately inform all persons responsible in this context that the sovereignty and ownership of the data lie exclusively with the client as the "responsible person" within the meaning of the general data protection regulation.

23.2. Amendments and supplements to this annex and all its components - including any assurances of the contractor - shall require a written agreement, which may also be in an electronic format (text form), and the express indication that it is an amendment or supplement to these terms and conditions. This shall also apply to the waiver of this formal requirement.

23.3. In the event of any contradictions, the provisions of this annex on data protection shall take precedence over the provisions of the agreement. Should individual parts of this annex be invalid, this shall not affect the validity of the rest of the annex.

23.4. German law shall apply.

24. Liability and compensation

The client and the contractor shall be liable vis-à-vis data subjects in accordance with the provision set out in article 82 of the GDPR.

25. Costs and expenses

25.1. Insofar as data protection obligations incumbent upon the client are fulfilled by the contractor on the client's instructions, the client shall remunerate these services.

25.2. The contractor may also demand reimbursement from the client for costs and expenses incurred for checks or inspections by the client, in particular costs for checks not related to the cause. The above provision in sentence 1 shall not apply to inspections carried out by the client in the course of fulfilling its statutory inspection obligations.

25.3. The amount of the remuneration and the settlement modalities result from the price list sent with the offer.

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TECHNICAL AND ORGANIZATIONAL MEASURES

In case of differences between the German and English version of this Agreement, only the German version shall be decisive and applicable.

1. Introduction

1.1. Responsible

The responsible party pursuant to article 4 (7) of the EU General Data Protection Regulation (GDPR) is AutLay - Automatisches Layout GmbH, Unter Käster 14-16, 50667 Cologne, Germany, e-mail: mail@autlay.com. We are legally represented by Dr. David Schölgens, Sven Müller.

1.2. Data protection officer

Our data protection officer is heyData GmbH, Schützenstraße. 5, 10117 Berlin, www.heydata.eu, e-mail: datenschutz@heydata.eu.

1.3. Subject of the document

This document summarizes the technical and organizational measures taken by the controller within the meaning of article 32 (1) of the GDPR. These are measures with which the controller protects personal data. The purpose of the document is to support the controller in fulfilling its accountability obligations under article 5 (2) of the GDPR.

2. Confidentiality (Art. 32 para. 1 lit. b GDPR)

2.1. Entry control

The following implemented measures prevent unauthorized persons from gaining access to the data processing facilities:

- Manual locking system (e.g., key)
- Security locks
- Key regulation / key book
- Careful selection of cleaning personnel.

2.2. Access control

The following implemented measures prevent unauthorized persons from accessing the data processing systems:

- Authentication with user and password
- Authentication with biometric data
- Use of mobile device management
- Encryption of data carriers
- Encryption of notebooks / tablets
- Management of user authorizations
- Creation of user profiles

- Central password rules
- Use of 2-factor authentication
- Key regulation / key book

2.3. Control of data retrieval

The following implemented measures ensure that unauthorized persons do not have access to personal data:

- Use of document shredders (with cross cut function).
- Logging of accesses to applications (especially when entering, changing, and deleting data)
- Use of an authorization concept
- Number of administrators is kept as small as possible
- Management of user rights by system administrators.

2.4. Separation control

The following measures ensure that personal data collected for different purposes are processed separately:

- Separation of productive and test system
- Logical client separation (on the software side)
- Creation of an authorization concept
- Definition of database rights

3. Integrity (Art. 32 para. 1 lit. b GDPR)

3.1. Transfer control

It is ensured that personal data cannot be read, copied, changed or removed without authorization during transfer or storage on data carriers and that it is possible to check which persons or bodies have received personal data. The following measures have been implemented to ensure this:

- WLAN encryption (WPA2 with strong password)

3.2. Input control

The following measures ensure that it is possible to check who has processed personal data in data processing systems and at what time:

- Logging of the entry, modification, and deletion of data
- Traceability of data entry, modification, and deletion through individual usernames (not user groups)
- Allocation of rights for entering, changing, and deleting data based on an authorization concept.

4. Availability and resilience (Art. 32 para. 1 lit. b GDPR)

The following measures ensure that personal data is protected against accidental destruction or loss and is always available to the client:

- Hosting (at least of the most important data) with a professional hoster

5. Procedures for regular review, assessment, and evaluation (Art. 32(1)(d) GDPR; Art. 25(1) GDPR)

5.1. Data protection management

The following measures are intended to ensure that an organization that meets the basic requirements of data protection law is in place:

- Use of the heyData platform for data protection management
- Designation of the data protection officer heyData
- Obligation of employees to maintain data secrecy
- Regular training of employees in data protection
- Maintaining an overview of processing activities (Art. 30 GDPR).

5.2. Incident-Response-Management

The following measures are intended to ensure that notification processes are triggered in the event of data protection breaches:

- Notification process for data protection breaches pursuant to Art. 4 No. 12 GDPR towards supervisory authorities (Art. 33 GDPR)
- Notification process for data protection breaches pursuant to Art. 4 No. 12 of the GDPR towards the data subjects (Art. 34 of the GDPR)
- Involvement of the data protection officer in security incidents and data breaches

5.3. Privacy-friendly default settings (Art. 25 (2) GDPR)

The following implemented measures consider the requirements of the "Privacy by de-sign" and "Privacy by default" principles:

- Training of employees in "Privacy by design" and "Privacy by default".
- No more personal data is collected than is necessary for the respective purpose.

5.4. Order control

The following measures ensure that personal data can only be processed in accordance with instructions:
- Written instructions to the contractor or instructions in text form (e.g., by order processing contract).
- Ensuring the destruction of data after completion of the order, e.g., by requesting corresponding confirmations.
- Confirmation by contractors that they obligate their own employees to maintain data secrecy (typically in the order processing contract)
- Careful selection of contractors (especially regarding data security).