Supplementary Terms and Conditions for Commissioned Processing (Sup-CP) for Microsoft Online Services (Office 365/Dynamics 365/Azure)

These CP terms refer to the services of Telekom, in particular to product provision, billing, and support. Data storage by Microsoft is not included in the scope of this CP.

The agreement is concluded between Telekom Deutschland GmbH (hereinafter referred to as Telekom), Landgrabenweg 151, 53227 Bonn, Germany and the customer.

1 General

The subject matter of the agreement is the regulation of the rights and obligations of the controller (customer) and the commissioned processor (Telekom), to the extent that the processing of personal data as part of the service provision (in accordance with the GT&C and other applicable documents) is carried out by Telekom for the customer within the meaning of the applicable data protection laws. The agreement shall apply accordingly to the (remote) testing and maintenance of automated procedures or of data processing systems if, in doing so, the possibility of access to personal data cannot be ruled out. The GT&C and other applicable documents, these "Supplementary Terms and Conditions for Commissioned Processing (Sup-CP)" and the "Annex to Supplementary Terms and Conditions for Commissioned Processing" (attached Annex)

– jointly referred to as "Sup-CP" – provide the legal basis, subject matter, and duration as well as the type and purpose of processing, type of personal data, and the data subject categories.

Terms and definitions

For the purposes of these "Sup-CP" the following definitions apply:

a) **The "processor" is a natural or legal person, authority, organization, or other agency that processes personal data on behalf of the controller; Telekom is the "processor."**
b) **"Third party" means a natural or legal person, public authority, agency, or body other than the data subject, controller, processor, and persons who, under the direct authority of the controller or processor, are authorized to process personal data.**
c) **"GT&C and other applicable documents" refer to documents that regulate the provision of services.**
d) **The "controller"" is the natural or legal person, authority, organization, or other agency that makes decisions individually or jointly with other parties regarding the purposes and means for processing personal data.**
The controller is the contractual party referred to as the

"customer" that bears the sole responsibility under these Sup-CP for making decisions regarding the purposes and means for processing personal data.

e) **"Processing"** refers to every procedure performed with or without the aid of automated processes or any series of such procedures relating to personal data such as acquisition, recording, organization, filing, storage, adaptation or modification, reading out, querying, using, disclosing through transmission, dissemination, or any other form of provision, matching, linkage,

restriction, deletion, or destruction.

f) **"Personal data"** means any information relating to an identified or identifiable natural person (hereinafter "data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of such a natural person.

g) **"Additional processor or subprocessor" is the contractual partner of Telekom, engaged to carry out specific processing activities on behalf of the controller.**
h) **"Sub-subprocessor" refers to the agreement partner of the additional processor or subprocessor, who is commissioned by the latter to perform specific processing activities under the regulatory scope of this Sup-CP agreement.**

2 Rights and obligations of the customer

2.1 **[Lawfulness of data processing]** The customer shall be solely responsible for assessing whether data can be processed lawfully and for safeguarding the rights of the data subjects. The customer shall ensure in its area of responsibility that the necessary legal requirements are met (e.g., by collecting declarations of consent) so that Telekom can provide the agreed services in a way that does not violate any legal regulations.
2.2 **[Instructions]** Telekom shall process personal data only upon the documented instructions of the customer — including

the transfer of personal data to a non-EU country or an international organization — unless Telekom is obliged to do so by the law of the European Union or of the member states, to which Telekom is subject. In such a case, Telekom shall notify the customer of such legal requirements prior to the processing, insofar as the relevant law does not prohibit such a notification due to significant public interest.

Instructions are deemed to be the GT&C, other applicable documents, and the Sup-CP. As part of the product-specific parameters, the customer shall determine the nature and scope of the data processing through the type of use of the product, by selecting the options that may be enabled there, e.g., in relation to the scope and type of the data to be processed, or the location of the data processing.

Any and all additional instructions shall be issued in writing or by email. Telekom shall inform the customer immediately if it believes that an instruction violates any applicable legal provisions. Telekom shall be entitled to suspend performance of such an instruction until it is confirmed or changed by the customer.

2.3 **[Settlement for additional services]** Insofar as agreements on service modifications have been entered into in the GT&C and the other applicable documents, such agreements shall take precedence over the provisions in this clause. Insofar as no agreement on service changes has been made in the GT&C and the other applicable documents, additional instructions and measures which constitute a deviation from the services specified in these Sup-CP or in the GT&C and the other applicable documents shall be treated as an application for changes to services. Where additional expenses are incurred beyond these contractually agreed services, Telekom shall be paid separately for additional instructions and measures, unless explicitly agreed otherwise. In this case, the contractual parties shall reach a separate agreement about suitable remuneration. In the event of justified instructions, the implementation of which is not possible for Telekom or only possible with disproportionately high additional expense and therefore cannot be implemented by Telekom, the customer may terminate the agreement without notice.

Unless expressly agreed otherwise, Telekom's support services shall be remunerated separately pursuant to Items 2.5, 3.4, 3.5, 3.7, 3.8 (Sentence 2), 3.9, and 3.10 of this agreement.

2.4 **[Proof from Telekom]** Telekom is entitled to document the adequate implementation of its legal obligations arising from these Sup-CP, in particular the technical and organizational measures (Item 4) and measures that do not only affect the specific commission, with the proofs specified in the Annex.

2.5 **[Checks, inspections]** The customer can audit at its own expense the compliance with the regulations for data protection and the obligations stipulated in these Sup-CP by obtaining information and requesting the proofs listed under Item 2.4 from Telekom with regard to the processing in which it is involved. The customer shall primarily check whether the possibility for inspection granted in Sentence 1 of this paragraph is sufficient. Moreover, the customer may, in exceptional cases to be

specially justified, at its own expense, inspect on site the compliance with the data protection regulations. The customer may perform the checks itself or have them performed by a third party it has commissioned at its own expense. Persons or third parties entrusted with such checks by the customer must be obliged in a documented form at the time of commissioning to maintain confidentiality. The persons or third parties entrusted with the checks by the customer shall be announced to Telekom in an appropriate form and enabled to prove their legitimation for carrying out the checks. Third parties in the meaning of this paragraph may not be representatives of Telekom or its Group companies' competitors. The customer shall announce checks within a reasonable period of time and shall take due care during their performance not to disturb business operations. The costs incurred by Telekom for on-site inspections shall be borne by the customer.

2.6 **[Support from the customer]** In terms of the processing relating to the customer, the latter shall inform Telekom immediately and in full about any suspicion of data protection infringements and/or other irregularities in the processing of the personal data. In terms of the processing relating to the customer, the latter shall support Telekom promptly and in full in the inspection of possible infringements and in a defense against any claims of affected parties or third parties and in a defense against any sanctions imposed by regulatory authorities.

3. Rights and obligations of Telekom

3.1 **[Data Processing]** Telekom shall process the personal data exclusively in the context of the agreement entered into and under the instructions of the customer in accordance with the provisions under Item 2.2. Telekom shall not use the personal data for any other purposes and shall not pass on the personal data submitted to it to unauthorized third parties. Copies and duplicates must not be created without the prior consent of the customer. This excludes backups required to assure proper data processing.

Telekom guarantees that the employees involved in the processing of the personal data of the customer and other persons operating on behalf of Telekom shall process such personal data only on the basis of the instructions of the customer, unless they are obliged to process the data in accordance with the law of the European Union or the member states.

3.2 **[Data Protection Officer]** Telekom undertakes to appoint an independent, expert and reliable Data Protection Officer, insofar as this is required by the applicable law of the European Union or the member state to which Telekom is subject.

3.3 **[Spatial restrictions; power of attorney]** Telekom shall provide the contractual services in Germany or from the service locations agreed with the customer in the GT&C and other applicable documents as well as the Sup-CP. The parties shall agree any changes to the location of the data processing if required, in compliance with the form specified in this agreement in accordance with Items 6.2 to 6.6.

This translation is not the authentic text. The German version shall be part of the agreement.

Any data processing in non-EU countries (i.e., countries that are not member states of the European Union and that do not possess an appropriate level of data protection) shall be carried out with due consideration of the relevant, applicable legal provisions of the European Union on the basis set forth in the Annex.

If the EU standard contract clauses are used for this purpose, Telekom shall conclude these in the name and on behalf of the customer or authorize its subcontractors to conclude the EU standard contract clause in the name and on behalf of the customer with its subprocessors. The power of authority for this purpose is hereby granted by the customer.

3.4   [Support for obligations of the Controller] Telekom shall – to the contractually agreed extent, taking into account the nature of the processing and the information available to Telekom – support the customer in complying with its obligations imposed on the customer by the applicable, legal provisions.

3.5   [Support in verification and furnishing requested information] If the customer is obligated to furnish information on the processing of personal data to a state agency or to a data subject, Telekom shall support the customer in furnishing the said information, provided the said information relates to the data processing under the terms of the agreement, and insofar as the customer is not able to meet the information request itself, or is able to do so merely by selecting specific product parameters.

Depending on the type of processing, Telekom shall support the customer with its obligation to respond to requests for the assertion of the rights of data subjects, if possible with suitable technical and organizational measures. Insofar as a data subject consults Telekom directly with regard to the assertion of a data subject right, Telekom shall forward the requests of the data subject promptly to the customer.

Telekom shall also notify the customer – insofar as legally permissible – of any communications from the supervisory authorities (e.g., inquiries, notification of measures or requirements) to Telekom in its role as commissioned processor in connection with the processing of personal data under these Sup-CP. Insofar as legally permissible, Telekom shall provide information to third parties, including supervisory authorities, only with the prior written consent of and in coordination with the customer.

3.6 [Incident reporting] Telekom shall inform the customer without culpable delay of any incidents of serious disruption to operations, any suspicion of data protection violations, and/or other irregularities in relation to the processing of the personal data.

3.7 [Proof and documentation] The parties shall support each other mutually in providing proof and documentation of their due accountability in terms of the principles of proper data processing.

3.8 [Directory of processing activities performed by commission] In accordance with the relevant, applicable legal provisions, to which Telekom is subject, Telekom shall maintain a directory of all categories of personal data processing activities performed by commission of the customer. Telekom shall support the customer on request and shall provide the customer with any details necessary for maintaining its directory of processing activities, insofar as such information lies within the contractually defined scope of responsibility and service of Telekom and insofar as the customer has no other access to this information.

3.9 [Data protection impact assessment] If the customer carries out a data protection impact assessment and/or intends to consult the supervisory authority following a data protection impact assessment, the contractual parties shall coordinate the content and scope of any possible support services provided by Telekom, if necessary and on the customer's request.

3.10 [Completion of the contractual work, return, or deletion] Personal data that is no longer required, with the exception of personal data that must be retained due to the legal obligation of Telekom, must be returned to the customer, or destroyed or deleted at the expense of the customer, unless provisions are already stipulated in the GT&C and the other applicable documents and unless agreed otherwise. The same shall apply to test and waste material. Insofar as it is not already possible for the customer to select certain product parameters accordingly, the customer may, during the existence of the contractual relationship or at the end of the agreement, request in writing, at the customer's expense and in a format agreed in advance, that personal data which has not been destroyed or deleted in accordance with Sentence 1 be surrendered and state a date by when Telekom should surrender the data (at the latest by end of the agreement). A request for a return must be received by Telekom one month prior to the return date specified by the customer and/or one month prior to expiry of the agreement.

4.   Technical and organizational security measures

4.1   [Technical and organizational measures] The customer and Telekom shall take any suitable technical and organizational measures in order to guarantee a level of protection appropriate to the risk.

Measures that are currently deemed by Telekom to be appropriate are described in the Annex. The customer has evaluated the technical and organizational measures against the background of its specific data processing with regard to an appropriate level of protection and accepted them as appropriate. Any further developments shall be implemented in accordance with Item 4. 2.

4.2   [Further developments] The technical and organizational measures may be adjusted to the further technical and organizational developments during the course of the contractual relationship. The level of protection must not fall below the agreed level.

The customer shall regularly check the security of the processing and the adequacy of the level of protection and inform Telekom immediately if the technical and organizational measures no longer meet its requirements. The customer shall provide Telekom with all necessary information in this respect.

For its part, Telekom regularly monitors the internal processes and the technical and organizational measures to ensure that processing in its area of responsibility complies with the requirements of the EU GDPR and that the rights of the data subject are protected. Where additional expenses are incurred beyond these contractually agreed measures, Telekom shall be paid separately for additional technical and organizational measures, unless explicitly agreed otherwise. In this case, the contractual parties shall reach a separate agreement about suitable remuneration. In the event of instructions being issued that Telekom is not able to implement or only able to implement at disproportionately high additional cost, Telekom shall be entitled to terminate the Agreement.

4.3 **[Verification and proof]** Items 2.4 and 2.5 shall apply to the possibilities of verification and proof.

5. Confidentiality

5.1 **[Confidentiality]** Telekom shall maintain the confidentiality of the personal data in relation to the processing agreed in this document. It shall ensure that persons authorized to process the personal data have committed themselves to confidentiality, insofar as they are not already subject to an appropriate statutory obligation of confidentiality.

Any agreements in the GT&C and the other applicable documents regarding the maintenance of confidentiality and the protection of non-personal data shall remain unaffected. Insofar as no agreement in this regard has been concluded in the GT&C and the other applicable documents, both parties shall treat as confidential all information relating to the other party that is disclosed to them during the course of the business relationship, and is not common knowledge, and shall not use this information for purposes of their own that fall outside the scope of this agreement or for the purposes of any third party.

5.2 **[Obligations of persons involved]** Telekom shall familiarize any persons who have access to personal data with the data protection regulations and the provisions of this agreement that are relevant for them.

6. Sub-processors

6.1 **[Authorization]** Telekom is entitled to deploy further processors (subprocessors and sub-subprocessors) in order to perform the tasks described in this agreement.

Commissions that Telekom places with third parties as ancillary services to support the execution of the work assigned to it and that do not involve commissioned processing of personal data for the customer shall not be regarded as a subcontractual relationship within the meaning of this provision.

6.2 **[Special approval]** The customer's approval shall be deemed to have been granted for the subprocessors and sub-subprocessors listed in the annex and for the areas of responsibility specified therein.

6.3 **[General written approval]** The customer hereby grants Telekom general permission for the future use of other processors (subprocessor and sub-subprocessors).

6.4 **[Information in the event of changes]** Telekom shall inform the customer of any intended change with regard to the involvement of further subprocessors or the replacement of existing subprocessors and/or sub-subprocessors, whereby the customer shall have the opportunity to object to such changes within 14 days of receipt of the information by the customer. The customer shall not refuse its approval of such changes without a significant reason. If the customer exercises its right of objection and Telekom nevertheless uses the subprocessor and/or sub-subprocessor, the customer may terminate the agreement without notice.

6.5 **[Selection]** Telekom shall select subprocessors who provide sufficient guarantees that the agreed suitable technical and organizational measures will be implemented in such a way that the processing is carried out in accordance with the requirements of the relevant, applicable legal provisions. Telekom shall make contractual agreements with subprocessors which correspond to the contractual arrangements of these Sup-CP. Telekom shall define the technical and organizational measures with the subprocessor and have the subprocessor regularly confirm compliance with the agreed technical and organizational measures.

6.6 **[Sub-subprocessors]** The assignment of sub-subprocessors shall be permissible in accordance with Items 6.1 to 6.5.

7. Term and termination of the agreement

This agreement shall be valid for the duration of the actual provision of services by Telekom. This shall apply regardless of the term of any other agreements (in particular the GT&C and other applicable documents) that the parties have also concluded regarding the provision of the agreed services.

8. Liability and indemnification

8.1 **[Area of responsibility of the customer]** Within its area of responsibility, the customer guarantees the implementation of the obligations arising from the relevant, applicable statutory provisions with regard to the processing of personal data.

8.2 **[Liability]** The liability regulation from the GT&C and the other applicable documents shall apply to these Sup-CP, unless a limitation of liability in accordance with the relevant applicable legal provisions applies in favor of Telekom.

9. Other

9.1 **[Validity of the agreement]** The invalidity of a provision of these Sup-CP shall not affect the validity of the remaining provisions. If a provision proves to be invalid, the parties shall replace it with a new provision which approximates to the intentions of the parties as closely as possible.

9.2 **[Changes to the agreement]** Any changes to these Sup-CP and any side agreements shall be made in writing (including in electronic form). This shall also apply to the waiver of this written form clause itself.

This translation is not the authentic text. The German version shall be part of the agreement.

9.3   **[General Terms and Conditions]** The parties agree that the "General Terms and Conditions" of the customer shall not apply to these Sup-CP.

9.4   **[Place of jurisdiction]** The sole place of jurisdiction for all disputes arising from and in connection with these Sup-CP shall be Bonn, Germany. This shall apply subject to any sole statutory place of jurisdiction.

9.5   **[Legal basis]** These Sup-CP are based on the provisions of the EU General Data Protection Regulation (EU GDPR). Supplementary country-specific regulations, if any, are listed in the Annex.

9.6   **[Priority regulation]** In the event of contradictions between the provisions of these Sup-CP and the provisions of other agreements, in particular the GT&C and the other applicable documents, the provisions of these Sup-CP shall prevail. In all other respects the provisions of the GT&C and the other applicable documents shall remain unaffected and shall apply to these Sup-CP accordingly.

This translation is not the authentic text. The German version shall be part of the agreement.

Annex to the Supplementary Terms and Conditions for Commissioned Processing of Personal Data for Microsoft Online Services

These CP terms refer to the services of Telekom, in particular to product provision, billing, and support. Data storage by Microsoft is not included in the scope of this CP.

1. Details about the data processing

   a. **Information on "Processing Categories":**

   ☒ SaaS (Software as a Service)

   ☒ IaaS (Infrastructure as a Service)

   ☒ PaaS (Platform as a Service)

   b. **Categories of data subjects:**

   ☒ Customers of the Controller

   ☒ Employees of the Controller

   ☒ Interested parties of the Controller

   ☒ Suppliers of the Controller

   ☒ Employees of external companies

   c. **Affected personal data:**

   ☒ Master data of the Controller's customers

   ☒ Contact data of the Controller's customers

   ☒ Master data of the Controller's employees

   ☒ Contact data of the Controller's employees

   ☒ Personal log data (user names, IP addresses)

   d. **Special types of personal data: (e.g., Article 9 EU General Data Protection Regulation (GDPR)**

   None.

2. Access to personal data

   The customer shall provide Telekom with personal data in accordance with
   the respective service specifications and GT&C of the various Microsoft online services.

3. Services; purpose of the agreement:

   Telekom shall provide the customer
   with services in accordance with the respective service specifications and GT&C of the
   various Microsoft online services.

4. Processing location:

   Germany

5. Technical and organizational security measures

   The following measures shall be agreed for the commissioned collection and/or processing of personal data:

   a) **Confidentiality (Article 32 (1) letter b of the EU General Data Protection Regulation – EU GDPR)**
   - Admittance control
     No unauthorized access to data processing systems, e.g.: magnetic or chip cards, keys, electric door openers, plant security and/or concierge, alarm systems, video systems;
   - Access control
     No unauthorized use of the system, e.g.: (secure) passwords, automatic locking mechanisms, two-factor authentication, encryption of data media;
   - Data access control
     No unauthorized reading, copying, modifying, or removal within the system, e.g.: authorization concepts and needs-based access rights, and logging of accesses;
   - Separation control
     Separate processing of data that has been collected for different purposes, e.g.: multitenancy, sandboxing;
   - Pseudonymization (Article 32 (1) letter a and Article 25 (1) of the EU GDPR)
     The Processing of Personal Data in a manner that ensures that the data can no longer be assigned to a specific data subject without applying additional information, insofar as such additional information is stored separately and is subject to appropriate technical and organizational measures;

   b) **Integrity (Article 32 (1) letter b EU GDPR)**
   - Disclosure control
     No unauthorized reading, copying, modifying, or

removal during electronic transfers or transport, e.g.: encryption, Virtual Private Networks (VPN), electronic signatures;

- Input control
Definition of whether and by whom Personal Data was entered into, modified, or removed from data processing systems, e.g.: logging, document management;

c) **Availability and resilience (Article 32 (1) letter b EU GDPR)**
- Availability control
Protection against accidental or deliberate destruction and/or loss, e.g.: backup strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS), anti-virus protection, firewall, reporting paths and emergency plans;
- Ability to restore availability quickly (Article 32 (1) letter c EU GDPR)

d) **Process for regularly testing, assessing, and evaluating (Article 32 (1) letter d EU GDPR; Article 25 (1) EU GDPR)**
- Data protection management;
- Incident response management;
- Default settings that promote data protection (Article 25 (2) EU GDPR);
- Commission control
No commissioned processing within the meaning of Article 28 of the EU GDPR without corresponding instructions from the customer, e.g.: unequivocal drafting of the agreement, formalized commission management, stringent selection of the service provider, obligation to conduct thorough checks in advance, follow-up checks.

6. **Proof by Telekom**

Telekom is entitled to document the adequate implementation of the obligations arising from these Sup-CP, in particular the technical and organizational measures (Item 5) and measures that do not only affect the specific commission, with one of the following proofs:

- ☒ Compliance with the approved rules of conduct
- ☒ Certification in accordance with an approved certification procedure
- ☒ Current certificates, reports or excerpts from reports from independent instances (e.g., auditors, audit department);
- ☒ A suitable certification from an IT security or data protection audit
- ☒ Affidavit by the processor

7. **Approved subprocessors**

Details about subprocessors/services/processing locations

Special approval:
Telekom intends to deploy the following subprocessors for the following services/at the following processing locations:

Subprocessor:

Deutsche Telekom AG,
Friedrich-Ebert-Allee 140, 53113 Bonn, Germany
Service: TelekomCLOUD platform operator (commercial);
Processing location: DE

Telekom intends to commission further subcontractors. The actual names are available on request or can be requested via GDPR@telekom.de

8. **Approved sub-subprocessors**

None.

9. **Requirements for commissioned processing in third countries**

None.

This translation is not the authentic text. The German version shall be part of the agreement.