

## Processing agreement

**Schindler Systems, s.r.o.**

### 1. INTRODUCTORY PROVISIONS

1.1.

The User of the eIntranet.net Application (hereinafter referred to as the "Client") has entered into a contract on the basis of which he or she uses the Software Product created by Schindler Systems, s.r.o., Company ID 27902510 (hereinafter referred to as "SCHINDLER SYSTEMS, S.R.O."). The relationship between the Client and SCHINDLER SYSTEMS, S.R.O. is governed by a concluded contract.

1.2.

The Client has the right to **individual services, including advanced customer support services, such as expert services or remote administration. These services are provided only on the basis of a telephone or written request of the Client, and only by the user of the eIntranet.net application, who is listed as the administrator of the Client's eIntranet.**

1.3.

With regard to the fact that the Client, in the position of administrator, in connection with the exercise of the rights to individual services, discloses personal data or a part thereof to SCHINDLER SYSTEMS, S.R.O., and these data are stored on the servers of SCHINDLER SYSTEMS, S.R.O. for a precisely defined purpose and for a limited period of time, SCHINDLER SYSTEMS, S.R.O. has the status of a processor within the meaning of Article 4 (8) of the General Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of personal data (hereinafter referred to as the "**Regulation**").

1.4.

This Personal Data Processing Agreement is Annex No. 1 to the GTC and will be referred to as the "Annex".

### 2. SUBJECT MATTER OF PROCESSING

2.1.

The subject matter of the processing differs depending on the type of individual service provided to the Client, which are:

2.1.1.

**Remote administration**, which consists of connecting to the Client's computer for the purpose of assistance in case of problems with the operation of the Software Product, installation of the Software Product, etc. For the purposes of remote administration, the Team Viewer software or the Remote Desktop Services tool is used. These tools enable the service support worker of SCHINDLER SYSTEMS, S.R.O. (hereinafter referred to as the "**Service Worker**") to access the Client's computer in real time, while the Service Worker can see the personal data that was visible on the desktop of the Client's end user (hereinafter referred to as the "**User**") or personal data located in other applications that the Service Worker opened or had access to. The User has the option to terminate the remote access of the Service Worker at any time.

2.1.2.

**Maintenance services** that require access to the Client's data. In this case, the Client sends SCHINDLER SYSTEMS, S.R.O. the entire database operated through the Software Product or allows access to it by means of service access, secure access, or through the Team Viewer software ("File Transfer" console).

2.2.

The subject of processing in the case of Dotypos Cloud (Article 2.1.1) is the viewing of personal data by the Service Worker. The purpose of the processing is to resolve problems reported by the Client during the use of the Software Product or other claims raised by the Client in connection with the Dotypos Cloud service provided.

2.3.

The subject of processing in the case of the provision of Maintenance Services (Article 2.1.2) is the storage of a copy of the database containing personal data on the server of SCHINDLER SYSTEMS, S.R.O., viewing the personal data, making the database available by transmission (when the database is sent back to the Client) and performing automatic deletion of the database after the expiration of the storage period, which occurs in connection with the provision of the Services. The purpose of the processing is to analyse the request, resolve it and provide a record and evidence in the event of later complaints or other claims made by the Client in connection with the provided Maintenance Service.

2.4.

The Contracting Parties acknowledge that SCHINDLER SYSTEMS, S.R.O. will have access to and, based on the Client's instruction, will process the following categories of personal data for a limited period of time in connection with the provision of individual services:

2.4.1. identification and address personal data (including e-mail address and telephone or mobile number),

2.4.2. descriptive (including academic title),

2.4.3. selected data of a financial nature (personnel and payroll data, bank account numbers, accounting documents including personal data).

2.5.

The data subjects whose personal data will be processed by SCHINDLER SYSTEMS, S.R.O. are employees of the Client.

2.6.

The Client acknowledges that when using the Service Access or TeamViewer tools, servers of SCHINDLER SYSTEMS, s.r.o., or TeamViewer GmbH, with its registered office at Jahnstr, are used. 30 D-73037 Göppingen, Germany, which are thus involved in the processing of personal data as so-called other processors.

2.7

The processing of personal data is a subsidiary obligation of SCHINDLER SYSTEMS, S.R.O. arising from the contract pursuant to Article 1.1 of this Appendix. The fee for processing is therefore included in the price for the provision of individual services as stated in the Price List or as agreed between the Client and SCHINDLER SYSTEMS, S.R.O.

### **3. PROCESSING ON THE CLIENT'S INSTRUCTIONS**

3.1.

SCHINDLER SYSTEMS, S.R.O., as a processor, is obliged to process personal data only on the basis of documented instructions from the Client, who is in the position of a controller.

3.2.

SCHINDLER SYSTEMS, S.R.O. provides Dotypos Cloud services (Article 2.1.1) and Maintenance Services (Article 2.1.2) on the basis of a separate order of the Client made in writing.

3.3.

SCHINDLER SYSTEMS, S.R.O. is not entitled to carry out processing on the basis of instructions given to it in any form other than that agreed in this article of the Appendix. SCHINDLER SYSTEMS, S.R.O. is obliged to document any instructions (orders) and is obliged to archive them for this purpose. In case of doubts on the part of SCHINDLER SYSTEMS, S.R.O., the Client may be required to confirm the order.

### **4. DURATION OF PROCESSING**

4.1.

The duration of personal data processing is agreed for a definite period of time, until the end of the provision of individual services related to their processing. The individual service associated with the processing of personal data continues even after the initial intervention of SCHINDLER SYSTEMS, S.R.O., for the purpose of testing and verifying the functionality of the Software Product to which the individual service relates, and for the settlement of any subsequent complaints of the Client, for which SCHINDLER SYSTEMS, S.R.O. provides a warranty for a period of 6 months from the performance of the intervention. Unless otherwise instructed by SCHINDLER SYSTEMS, S.R.O., records of Dotypos Cloud or the database sent by the Client shall be stored for a period not longer than 6 months from the provision of the relevant service.

4.2.

SCHINDLER SYSTEMS, S.R.O. is aware that in the absence of a valid data processing agreement, it is not entitled to process the personal data made available to it by the Client.

4.3.

After the expiry of the period specified in Article 4.1 of this Annex, SCHINDLER SYSTEMS, S.R.O. is obliged to delete or return all personal data to the Client, as well as to delete all existing copies, unless the law of the Union or an EU Member State requires the storage of the personal data in question. This is without prejudice to the right of SCHINDLER SYSTEMS, S.R.O. under Article 4.1 of this Appendix.

## **5. PLACE OF PROCESSING, PROHIBITION OF TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES**

5.1.

The place of processing of personal data is the Czech Republic or another member state of the European Union. SCHINDLER SYSTEMS, S.R.O. is not entitled to transfer personal data to third countries or international organizations or to carry out personal data processing on means located in third countries in connection with the processing of personal data performed for the Client, or to carry out personal data processing on means located in third countries.

5.2.

Any processing of personal data in a third country outside the EU is possible only with the prior written consent of the Client and at the same time only if the conditions for transfer to a third country set out in Article 44 et seq. of the Regulation are met.

## **6. DUTY OF CONFIDENTIALITY**

6.1.

SCHINDLER SYSTEMS, S.R.O. is obliged to maintain confidentiality of all facts that it has learned in connection with the provision of performance related to the use of the Software Product, in particular confidentiality regarding personal data made available to it by the Client or otherwise provided in connection with the provision of individual services described in Article 2.1. This confidentiality obligation is not limited in time and is not tied to the duration of the contract between SCHINDLER SYSTEMS, S.R.O. and the Client.

6.2.

SCHINDLER SYSTEMS, S.R.O. is obliged to take appropriate organizational measures and demonstrably inform all its employees to whom personal data could be disclosed of the duty of confidentiality and the fact that this duty of confidentiality is unlimited.

## **7. TECHNICAL AND ORGANISATIONAL MEASURES FOR THE PROTECTION OF PERSONAL DATA**

7.1.

SCHINDLER SYSTEMS, S.R.O. is obliged to take appropriate technical measures to protect the personal data it processes, taking into account the latest state of the art, the nature, scope, context and purposes of processing this Appendix, as well as the risks to the rights and freedoms of individuals.

7.2.

SCHINDLER SYSTEMS, S.R.O. hereby declares that it has taken appropriate technical measures as set out on its website, in particular the following measures:

7.2.1.

When performing Dotypos Cloud, the User must allow the Service Worker to access through the Team Viewer tool by active action; The User grants access to the Service Agent by providing him with his/her customer ID and password for connection. For the entire duration of Dotypos Cloud, the User can see in real time what the Service Worker is doing on his device and can terminate the Service Worker's access and interrupt the connection at any time.

7.2.2.

Security of Service Access, including through a user password and the use of the HTTPS protocol, which enables secure communication via the Internet network.

7.2.3.

The servers of the downstream processor, TeamViewer GmbH, are located in ISO 27001-compliant data centers and use multiple redundant carrier connections and redundant power supplies, using state-of-the-art branded hardware; all servers on which data is stored when using the TeamViewer software are located in Germany or Austria.

7.3.

SCHINDLER SYSTEMS, S.R.O. hereby declares that it has taken appropriate organizational measures to protect the personal data it processes and that are appropriate to the risks arising from the nature of the processing of personal data according to this Appendix, in particular:

7.3.1. Acquaint the relevant employees with the obligation to maintain confidentiality of personal data and any other confidential information or trade secrets with which they come into contact, as well as to maintain confidentiality of security, technical or organizational measures, the disclosure of which would jeopardize the security of the Client's personal data, confidential information or trade secrets.

7.3.2. It shall not provide any unauthorized person (even if it is an unauthorized person from among its own employees) with access to personal data and to the means enabling access to them (in particular to personal computers, data carriers, keys and passwords enabling access to them or to on-line services of third parties used for the purpose of providing individual services within the meaning of this Annex).

7.3.3. Restricts the groups of Service Personnel who have access to the service access and records all access to the service access.

7.3.4. It does not use any on-line services of third parties to store or otherwise process personal data without the prior consent of the Client, in the same form as an instruction may be given (Article 3.2).

7.4.

For the purposes of sending the database operated through the Software Product, SCHINDLER SYSTEMS, S.R.O. uses service access and does not allow its employees to agree with the Client on any other method of sending or making it available, e.g. through cloud storage operated by third parties (e.g. Google Drive). If the Client nevertheless chooses such a method of sending/accessing its database, SCHINDLER SYSTEMS, S.R.O. does not bear any responsibility for it.

7.5.

SCHINDLER SYSTEMS, S.R.O. shall enable the Client or its authorized persons to check compliance with its obligations under this Article.

## **8. COOPERATION OF SCHINDLER SYSTEMS, S.R.O., OBLIGATION TO ASSIST**

8.1.

SCHINDLER SYSTEMS, S.R.O. is obliged to provide the Client with all necessary cooperation in connection with any inspection carried out by the supervisory authority in the area of personal data protection, e.g. The Office for Personal Data Protection, in particular to provide all information and explanations necessary to prove that the processing of personal data by SCHINDLER SYSTEMS, S.R.O. is in accordance with the Regulation and that both SCHINDLER SYSTEMS, S.R.O. and the Client comply with the basic principles and principles set out in the Regulation.

8.2.

SCHINDLER SYSTEMS, S.R.O. is obliged to assist in ensuring compliance with the obligations under Articles 32 to 36 of the Regulation, in particular to assist in cases of personal data breaches so that the Client can evaluate whether the breach resulted in a risk to the rights and freedoms of the individuals concerned, or be instrumental in enabling the Client to properly and timely report a personal data breach to the supervisory authority (including data pursuant to Article 33 (3) of the Regulation) and to report it data subjects. In performing this obligation, SCHINDLER SYSTEMS, S.R.O. is obliged to respond without undue delay to the instructions and requirements of the Client.

8.3.

Should SCHINDLER SYSTEMS, S.R.O. discover any breach of personal data security in connection with the provision of individual services to the Client, including their unauthorized processing, damage, loss or destruction, it is obliged to inform the Client of this fact immediately, but no later than within 24 hours, stating at least the detected method of breach, the categories of personal data to which it relates, the definition of the entities whose personal data the breach relates, a description of the likely consequences of the breach and a description of the measures taken by SCHINDLER SYSTEMS, S.R.O. to resolve the personal data breach, including possible measures to mitigate possible adverse effects if the breach occurred on its part.

8.4.

SCHINDLER SYSTEMS, S.R.O. is also obliged, if possible, to assist by means of appropriate technical and organisational measures to fulfil the obligations of the Client as the controller to respond to requests for the exercise of the rights of data subjects, e.g. in connection with the right to erasure, rectification, portability of personal data, etc. If the Advertiser requires assistance within the meaning of this Article of this Annex, SCHINDLER SYSTEMS shall carry out: S.R.O. provides these activities for a reasonable fee, which will be based on the current price list published on its website <https://www.eintranet.net/cs/cenik>.

8.5.

In the event of termination of individual services related to the processing of personal data, SCHINDLER SYSTEMS, S.R.O. is obliged to proceed in accordance with the Client's instructions and Article 4.1 of this Annex. Unless otherwise stipulated by the Client in relation to specific personal data or their category, SCHINDLER SYSTEMS, S.R.O. is obliged to delete such data from all data repositories upon termination of services related to the processing of personal data.