

Data Privacy Terms

March 2023

The Data Privacy Terms (“DPT”) are agreed between the 1000Kelvin entity (“**1000Kelvin**”) and the customer (“**Customer**”) named in the Agreement.

1. Scope and compliance with laws

1.1. The DPT shall apply to the Processing of Personal Data by 1000kelvin acting as Processor for Customer with respect to Offerings provided under the Agreement. In the Agreement, Offering as defined herein may be referred to as “Service”. The DPT Annexes are incorporated into the DPT; the DPT are incorporated into the Agreement. In the event of conflicts, the DPT Annexes prevail over the DPT which prevail over the remainder of the Agreement.

1.2. The DPT describe Customer’s and 1000Kelvin’s data protection related rights and obligations with regard to the processing operations captured by the DPT. All other rights and obligations shall be exclusively governed by the other parts of the Agreement.

1.3. When providing the Offerings, 1000Kelvin will comply with data protection laws and regulations directly applicable to its provision of the Offerings acting as Customer’s Processor, including security breach notification law. However, 1000Kelvin shall not be responsible for compliance with any data protection laws or regulations applicable to Customer or Customer’s industry that are not generally applicable to Processors. Customer shall comply with all laws and regulations applicable to Customer’s use of the Offerings, including Applicable Data Protection Law, and ensure that 1000Kelvin and its Sub-processor are allowed to provide the Offerings as described in the DPT.

2. Details of the processing

The details of the Processing operations provided by 1000Kelvin, including the subject-matter of the Processing, the nature and purpose of the Processing, the types of Personal Data Processed and the categories of affected Data Subjects, are specified in the DPT Annexes.

3. Instructions

1000Kelvin will Process Personal Data only in accordance with Customer’s documented instructions. Customer agrees that the Agreement (including the DPT) are Customer’s documented instructions to 1000Kelvin for the Processing of Personal Data. Any additional or alternative instructions must be agreed between the parties in writing.

4. Technical and organizational measures

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, 1000Kelvin shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The technical and organizational measures implemented by 1000Kelvin for this purpose are described in the DPT Annexes. Customer understands and agrees that the technical and organizational measures are subject to technical progress and development. In that regard, 1000Kelvin shall have the right to implement appropriate alternative measures as long as the security level of the measures is maintained.

4.2. The technical and organizational measures described in the DPT Annexes apply to the IT-system and applications of 1000Kelvin and

1000Kelvin’s Sub-processors. Customer is responsible for implementing and maintaining appropriate technical and organizational measures for components that Customer provides or controls, such as implementing physical and system access control measures for Customer’s own premises, assets and IT-systems or configuring the Offerings to Customer’s individual requirements.

5. Confidentiality of the processing

1000Kelvin will ensure that personnel who are engaged in the Processing of Personal Data (i) are under an obligation to maintain the confidentiality of such data, (ii) will process such data only as described in the DPT or on Customer’s documented instructions, and (iii) Receive adequate privacy and security trainings.

6. Sub-processors

6.1. Customer hereby approves the engagement of Sub-processors by 1000Kelvin. A current list of Sub-processors commissioned by 1000Kelvin is available in the applicable DPT Annexes.

6.2. 1000Kelvin may remove or add new Sub-processors at any time. If required by Applicable Data Protection Law, 1000Kelvin will obtain Customer’s approval to engage new Sub-processors in accordance with the following process: (i) 1000Kelvin shall notify Customer with at least 30 days’ prior notice before authorizing any new Sub-processor to access Customer’s Personal Data; (ii) if Customer raises no reasonable objections that include an explanation of the grounds for non-approval in writing within this 30 day period, then this shall be taken as an approval of the new Sub-processor; (iii) if Customer raises reasonable objections, 1000Kelvin will - before authorizing the Sub-processor to access Personal Data - use reasonable efforts to (a) recommend a change to Customer’s configuration or use of the Offerings to avoid Processing of Personal Data by the objected-to new Sub-processor or (b) propose other measures that address the concerns raised in Customer’s objection; (iv) if the proposed changes or measures cannot eliminate the grounds for non-approval, Customer may terminate the affected Offering without penalty with 14 days’ written notice following 1000Kelvin response to Customer’s objection. If Customer does not terminate the affected Offering within the 14-day period, this shall be taken as an approval of the Sub-processor by Customer.

6.3 In case of any commissioning of Sub-processors, 1000Kelvin shall enter into an agreement with such Sub-processor imposing appropriate contractual obligations on the Sub-processor that are no less protective than the obligations in this DPT. 1000Kelvin remains responsible for any acts or omissions of our Sub-processors in the same manner as for 1000Kelvin’ own acts and omissions hereunder.

7. International Data Transfers

7.1. Restricted Transfers. In case Restricted Transfers relate to Personal Data originating from a Controller located within the EEA, Switzerland, or the United Kingdom, 1000Kelvin shall implement the Transfer Safeguards identified in the DPT Annexes. 1000Kelvin shall have the right to replace the Transfer Safeguard identified in the DPT Annexes by alternative adequate Transfer Safeguards. In this case the notification and objection mechanism in Section 6.2 shall apply mutatis mutandis.

7.2. Standard Contractual Clauses. The following shall apply if a Transfer Safeguard is based on the Standard Contractual Clauses:

(i) Option 1 - 1000Kelvin within the EEA. If the 1000Kelvin entity being a party to these DPT is located within the EEA or within a Country with an Adequacy Decision, then this Option 1 shall apply, and the Restricted Transfer shall be protected by Module 3 of the Standard Contractual Clauses EU and the respective provision of the Standard Contractual Clauses UK. 1000Kelvin shall be responsible to conclude the Standard Contractual Clauses covering the relevant Processing activities with its Sub-processors.

(ii) Option 2 - 1000Kelvin outside the EEA. If the 1000Kelvin entity being a party to these DPT is located outside the EEA or outside a Country with an Adequacy Decision, then this Option 2 shall apply, and 1000Kelvin and Customer hereby enter into Module 2, and, if the Customer itself acts as Processor for its Authorized Entities, then the parties hereby also enter into Module 3 of the Standard Contractual Clauses EU and the respective provision of the Standard Contractual Clauses UK. For this purpose, the Standard Contractual Clauses available at <https://1000kelvin.com/scc> are incorporated in these DPT by reference. The "DPT Annexes - Description of the Processing Operations", "DPT Annexes - Technical and organizational measures" and "DPT Annexes - List of approved Sub-processors" shall form Annex I to III of the Standard Contractual Clauses. Without prejudice to the statutory rights of Data Subjects, limitations of liability contained in the Agreement shall also apply to 1000Kelvin' and its Sub-processors' liability (taken together in the aggregate) vis-à-vis Customer under the Standard Contractual Clauses.

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

(iv) Switzerland. In case Restricted Transfers relate to Personal Data originating from a Controller located within Switzerland and the Standard Contractual Clauses are used, any reference in the Standard Contractual Clauses EU to the EU General Data Protection Regulation (EU) 2016/679 shall be understood as reference to Applicable Data Protection Law in Switzerland and references to the "competent supervisory authority" shall be interpreted as references to the competent data protection authority in Switzerland. The Parties further agree that the Standard Contractual Clauses shall be governed by the laws of Switzerland.

7.3. BCR. The following shall apply if a Transfer Safeguard is based on BCR-P: 1000Kelvin shall contractually bind such Sub-processor to comply with the BCR-P with regard to the Personal Data Processed under the DPT.

8. Defending Customer Personal Data – Third party access requests

In the event 1000Kelvin receives an order from any third party for disclosure of Personal Data, 1000Kelvin shall (i) use every reasonable effort to redirect the third party to request data directly from Customer; (ii) promptly notify Customer, unless prohibited under applicable law, and, if prohibited from notifying Customer, use all lawful efforts to obtain the right to waive the prohibition in order to communicate as much information to Customer as soon as possible;

and, (iii) use all reasonable lawful efforts to challenge the order for disclosure on the basis of any legal deficiencies under the laws of the requesting party or any relevant conflicts with the law of the EEA or applicable EEA member state law

9. Personal Data Breach

9.1. 1000Kelvin shall notify the Customer without undue delay after becoming aware of a Personal Data Breach. Taking into account the nature of processing and the information available to 1000Kelvin, the notification shall describe (i) the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned, (ii) a contact point where more information can be obtained, (iii) the likely consequences of the Personal Data Breach; and (iv) the measures taken or proposed to be taken to address the Personal Data Breach. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

9.2. 1000Kelvin shall (i) reasonably assist the Customer in ensuring compliance with its Personal Data Breach obligations pursuant to Applicable Data Protection Law, and (ii) initiate respective and reasonable remedy measures.

10. Data subject rights, 1000Kelvin' assistance

10.1. 1000Kelvin shall, to the extent legally permitted, notify Customer without undue delay if 1000Kelvin receives a request from a Data Subject to exercise its Data Subject's rights (such as the right to access, rectification, erasure or restriction of Processing).

10.2. Taking into account the nature of the processing and the information available to 1000Kelvin, (i) 1000Kelvin shall assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights; (ii) at its own discretion, either (a) provide Customer with the ability to rectify or erase Personal Data via the functionalities of the Offerings, or (ii) rectify or erase Personal Data as instructed by Customer; and (iii) reasonably assist Customer to comply with its further obligations under Applicable Data Protection Law.

11. Audits

11.1. Provided that an audit right is required by Applicable Data Protection Law, Customer shall have the right to audit, by appropriate means - in accordance with Sections 11.2 to 11.4 below - 1000Kelvin' and its Sub-processors' compliance with the data protection obligations hereunder annually, unless additional audits are necessary under Applicable Data Protection Law. Such audits shall be limited to information and data processing systems that are relevant for the provision of the Offerings provided to Customer.

11.2. 1000Kelvin and its Sub-processors may use (internal or external) auditors to perform audits to verify compliance with the data protection obligations hereunder. Each audit will result in the generation of an audit report ("**Audit Report**"). Upon Customer's request, 1000Kelvin shall provide such relevant Audit Reports for the Offerings concerned. Customer agrees that these Audit Reports shall first be used to address Customer's audit rights under these DPT.

11.3. If required under Applicable Data Protection Law, 1000Kelvin will allow for additional audits, including onsite audits at 1000Kelvin facilities and premises by Customer or an independent, accredited third party Audit firm, during regular business hours, with reasonable advance notice to 1000Kelvin.

11.4. The Audit Reports and any further information and documentation provided during an audit shall constitute confidential information and may only be provided to Further Controllers pursuant to confidentiality obligations substantially equivalent to the confidentiality obligations contained elsewhere in the Agreement. In case audits relate to Sub-processors, 1000Kelvin may require Customer and Further Controllers to enter into non-disclosure agreements directly with the respective Sub-processor before issuing Audit Reports and any further information or documentation to Customer or Further Controllers.

12. Notices

12.1. 1000Kelvin may provide notice to Customer under the DPT by posting a notice as described in the Agreement.

12.2. Notices concerning Sub-processors under section 6 of the DPT may be given by listing the current Sub-processors at 1000kelvin.com/legal/ and providing Customer with a mechanism to obtain notice of any new Sub-processor. It is Customer's obligation to register a point of contact to receive Sub-processor notifications at 1000kelvin.com/legal/ and to keep contact information for notices current.

13. Term and termination

The DPT shall have the same term as the Agreement. Upon termination of the DPT and unless otherwise agreed between the parties in the Agreement, 1000Kelvin shall erase all Personal Data made available to it or obtained or generated by it on behalf of Customer connection with the Offerings.

14. Language

If 1000Kelvin provides a translation of the English language version of the DPT or its Annexes, the English language version of the DPT or its Annexes will control in the event of any conflict.

15. Country Terms

15.1. **Russian Federation.** If 1000Kelvin is Processing Personal Data within the scope of the Data Protection Act No. 152 FZ (i) Customer shall be responsible for the initial collection, recording, systematization, storing, updating, amending, transferring and extraction (collectively "**Initial Processing**") of such Personal Data; and (ii) Customer hereby represents that it will conduct the Initial Processing in compliance with the laws governing processing and protection of such information. Customer represents that it has obtained the Data Subject's consent on the transfer (including international transfer) and Processing of their Personal Data by 1000Kelvin and its Sub-processors.

15.2. **USA.** If 1000Kelvin is Processing Personal Data of US residents, 1000Kelvin makes the following additional commitments to Customer: 1000Kelvin will Process Personal Data on behalf of Customer and, not retain, use, or disclose that Personal Data for any purpose other than for the purposes set out in the DPT and as permitted under relevant US data privacy law („**US Data Privacy Law**"). In no event will Customer sell (as such term is defined under US Data Privacy Law) any such Personal Data. These additional terms do not limit or reduce any data protection commitments 1000Kelvin makes to Customer in the DPT, Agreement, or other agreement between 1000Kelvin and Customer. 1000Kelvin hereby certifies that 1000Kelvin understands the restrictions contained herein and will comply with them.

16. Definitions

16.1. "**Agreement**" means the commercial agreement on the provision of the Offerings between 1000Kelvin and Customer.

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

16.3. "**Binding Corporate Rules for Processors**" or "**BCR-P**" means binding corporate rules for processors which are approved by the competent supervisory authority in the (i) European Union and (ii) the United Kingdom.

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

16.5. "**Country with an Adequacy Decision**" means any country for which the European Commission has decided that such country ensures an adequate level of data protection, and for personal data originating from the UK, any country for which UK adequacy regulations have been made.

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

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

16.8. "**DPT Annexes**" shall mean the documents which describe the scope, the nature and purpose of the Processing, the types of Personal Data Processed, the categories of affected Data Subjects, the Sub-processors used and technical and organizational measures and which are referenced in the Agreement and/or the DPT. If the Standard Contractual Clauses apply, the DPT Annexes shall form Annex I to III of the Standard Contractual Clauses and are hereby incorporated by reference.

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

16.10. "**Further Controller**" shall mean any third party (such as an affiliated company of Customer) acting as Controller which is entitled to use or receive Offerings under the terms of the Agreement.

16.11. "**Offerings**" shall mean the Offerings under the Agreement provided by 1000Kelvin acting in its role as Processor. In the Agreement, Offering as defined herein may be referred to as "Service".

16.12. "**Personal Data**" means information that relates, directly or indirectly, to a Data Subject, including without limitation, names, email addresses, postal addresses, identification numbers, location data, online identifiers or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. Personal Data, for the purposes of the DPT, includes only such Personal Data submitted by or for Customer or any Further Controller to the Offerings or that is accessed by 1000Kelvin in the context of providing the Offerings.

16.13. "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data Processed under the terms of this DPT.

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



16.15. **“Process” or Processing**” means any operation or set of operations which is performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, access to, transfer, and disposal.

16.16. **“Restricted Transfer”** shall mean (i) the Processing of Personal Data outside the EEA or a Country with an Adequacy Decision or (ii) any accesses to Personal Data from outside the EEA or a Country with an Adequacy Decision by 1000Kelvin or any of its Sub-processors.

16.17. **“Sensitive Personal Data”** shall mean information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, social security measures, administrative or criminal proceedings and sanctions, or genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

16.18. **“Standard Contractual Clauses”** means the Standard Contractual Clauses EU; and, for Personal Data originating from Controllers located in the United Kingdom, the Standard Contractual Clauses UK.

16.19. **“Standard Contractual Clauses EU”** means the Standard Contractual Clauses (EU) 2021/914 as of 4 June 2021.

16.20. **“Standard Contractual Clauses UK”** means such standard data protection clauses as are adopted from time to time by the UK Information Commissioner's Office in accordance with Applicable Data Protection Law in the UK including, but not limited to, the International Data Transfer Agreement, and the Standard Contractual Clauses EU as amended by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses.

16.21. **“Sub-processor”** shall mean any further Processor engaged by 1000Kelvin that has access to Personal Data.

16.22. **“Transfer Safeguard(s)”** shall mean appropriate safeguards for Restricted Transfers as required by Applicable Data Protection Law, such as appropriate safeguards as required by Article 46 General Data Protection Regulation (EU) 2016/679.

Annex I to DPT (and, where applicable, the Standard Contractual Clauses)

Description of the Processing Operations

This Annex specifies the processing operations provided hereunder (including, but not limited to, the subject-matter of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects). The parties may provide further details in the Agreement, including the Offering specific Annexes available at 1000kelvin.com/legal if required for a particular Offering.

A. LIST OF PARTIES

Customer (and, where the Standard Contractual Clauses apply, data exporter):

Name, address and contact person's name, position and contact details: Name and address of the Customer as well as contact details of a contact person are contained in the Agreement and/or collected as part of the Customer onboarding process.

Role (Controller/Processor): Customer acts as Controller for the processing activities provided by 1000Kelvin vis-à-vis Customer and, as the case may be, as Processor under the instructions of its Further Processors.

Provider (and, where the Standard Contractual Clauses apply, data importer):

Name, address and contact person's name, position and contact details: The provider / data importer providing the Processing services hereunder is the 1000Kelvin company specified in the Agreement. Point of contact for data privacy inquiries is the Office of the 1000Kelvin Data Protection Officer, Bismarkstraße 10-12, 10625 Berlin, Germany, E-Mail: dataprotection@1000Kelvin.com

Role (Controller/Processor): 1000Kelvin acts as Processor Processing Personal Data on behalf of Customer and, as the case may be, Customer's Further Controllers.

B. DESCRIPTION OF TRANSFER / PROCESSING OPERATIONS

Categories of data subjects whose Personal Data is transferred/Processed

Data Subjects include:

- employees,
- contractors,
- suppliers,
- business partners; and
- other individuals whose Personal Data is stored on the Offerings and/or is Processed in the context of providing the Offerings.

Categories of personal data transferred

The Personal Data transferred/Processed concern the following categories of Personal Data:

- contact and user information, including name, address data, phone number, email address, and time zone;
- system access, usage, authorization data, operating data and any system log-files containing Personal Data or any other application-specific data which users enter into the Offerings; and
- where applicable further Personal Data as determined by Customer and its Further Controllers by uploading or connecting it to the Offerings or otherwise granting access to it via the Offerings.

Sensitive data transferred (if applicable)

The Offerings are not intended for the processing of Sensitive Personal Data and Customer and its Further Controllers shall not transfer, directly or indirectly, any such Sensitive Personal Data to 1000Kelvin.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

- If the Offering involves the provision of Cloud Services (as specified further below), 1000Kelvin continuously hosts the Personal Data on behalf of the Customer.
- If the Offering involves the provision of Support and Professional Offerings (as specified further below), 1000Kelvin may access Personal Data only when providing the respective Offering, unless specified otherwise in the Agreement.

Nature of the processing and purpose(s) of the data transfer and further processing

1000Kelvin and its Sub-processors will Process Personal Data to provide the Offerings, including:

- internet accessible or similar Offerings made available and hosted by 1000Kelvin (“**Cloud Offerings**”); or
- administration, management, installation, configuration, migration, maintenance and support Offerings or any other Offerings requiring (remote) access to Personal Data stored in the Cloud Offerings or on Customer’s IT systems (“**Support and Professional Offerings**”).

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The Personal Data will be retained for the period of the Agreement. Customer has the ability to rectify, erase or restrict the Processing of Personal Data via the functionalities of the services, or (ii) 1000Kelvin rectifies, erases or restricts the Processing of Personal Data as instructed by Customer.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The subject matter, nature and duration of the processing are specified per Sub-processor in [Annex III](#).

C. Where the Standard Contractual Clauses apply: COMPETENT SUPERVISORY AUTHORITY

Where the Standard Contractual Clauses apply, the supervisory authority responsible for the Customer shall act as competent supervisory authority in the context of the Standard Contractual Clauses. A list of the supervisory authorities in the European Union is available here: https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm

Annex II to DPT (and, where applicable, the Standard Contractual Clauses)

Technical and organizational measures

This document describes the technical and organizational measures (TOMs) implemented by 1000Kelvin and its Sub-processors to protect 1000Kelvin' and Sub-processors' IT-systems and applications. Some Offerings may be protected by different or additional TOMs, as set forth in the respective Agreement, including the Offering specific Annexes available at 1000kelvin.com/legal/

Scenario 1: TOMs applicable to Cloud Offerings.

#	Measures	Scenario
1. Physical and Environmental Security		1
	1000Kelvin implements suitable measures to prevent unauthorized persons from gaining access to the data processing equipment (namely database and application servers and related hardware). This shall be accomplished by:	
	a) establishing security areas;	X
	b) protecting and restricting access paths;	X
	c) securing the decentralized data processing equipment and personal computers;	X
	d) establishing access authorizations for employees and third parties, including the respective documentation;	X
	e) all access to the data center where Personal Data is hosted will be logged, monitored, and tracked;	X
	f) the data center where Personal Data is hosted is secured by restricted access controls, and other appropriate security measures; and	X
	g) maintenance and inspection of supporting equipment in IT areas and data centers shall only be carried out by authorized personnel	X
2. Access Control (IT-Systems and/or IT-Application)		
	2.1 1000Kelvin implements an authorization and authentication framework including, but not limited to, the following elements:	
	a) role-based access controls implemented;	X
	b) process to create, modify, and delete accounts implemented;	X
	c) access to IT systems and applications is protected by authentication mechanisms;	X
	d) appropriate authentication methods are used based on the characteristics and technical options of the IT system or application;	X
	e) access to IT systems and applications shall require adequate authentication;	X

#	Measures	Scenario
		1
	f) all access to data (including personal data) is logged;	X
	g) authorization and logging measures for inbound and outbound network connections to IT systems and applications (including firewalls to allow or deny inbound network connections) implemented;	X
	h) privileged access rights to IT systems, applications, and network Offerings are only granted to individuals who need it to accomplish their tasks (least-privilege principle);	X
	i) privileged access rights to IT systems and applications are documented and kept up to date;	X
	j) access rights to IT systems and applications are reviewed and updated on regular basis;	X
	k) Password policy implemented, including requirements re. password complexity, minimum length and expiry after adequate period of time, no re-use of recently used passwords;	X
	l) IT systems and applications technically enforce password policy;	X
	m) policy to lock user terminal when leaving the workplace;	X
	n) automatic time-out of user terminal if left idle;	X
	o) automatic turn-off of the user identification when several erroneous passwords are entered, along with log file of events (monitoring of break-in-attempts);	X
	p) access rights of employees and external personnel to IT systems and applications is removed immediately upon termination of employment or contract; and	X
	q) Use of secure state-of-the-art authentication certificates.	X
	2.2 1000Kelvin implements a roles and responsibilities concept.	X
	2.3 IT systems and applications lock down automatically or terminate the session after exceeding a reasonable defined idle time limit.	X
	2.4 1000Kelvin maintains log-on procedures on IT systems with safeguards against suspicious login activity (e.g. against brute-force and password guessing attacks).	X
3. Availability Control		
	3.1 1000Kelvin defines, documents and implements a backup concept for IT systems, including the following technical and organizational elements:	
	a) backups storage media is protected against unauthorized access and environmental threats (e.g., heat, humidity, fire);	X
	b) defined backup intervals; and	X
	c) The restoration of data from backups is tested regularly based on the criticality of the IT system or application.	X
	3.2 1000Kelvin stores backups in a physical location different from the location where the productive system is hosted.	X

#	Measures	Scenario
		1
	3.3 1000Kelvin implements state-of-the-art anti-malware solutions to protect its systems and applications against malicious software.	X
	3.4 IT systems and applications in non-production environments are logically or physically separated from IT systems and applications in production environments.	X
	3.5 Data centers in which Personal Data is stored or processed are protected against natural disasters, physical attacks or accidents.	X
	3.6 Supporting equipment in IT areas and data centers, such as cables, electricity, telecommunication facilities, water supply, or air conditioning systems are protected from disruptions and unauthorized manipulation.	X
4. Operations Security		
	4.1 1000Kelvin maintains and implements a company-wide ISO 27001 Information Security Framework which is regularly reviewed and updated.	X
	4.2 1000Kelvin logs security-relevant events, such as user management activities (e.g., creation, deletion), failed logons, changes on the security configuration of the system on IT systems and applications.	X
	4.3 1000Kelvin continuously analyzes the respective IT systems and applications log data for anomalies, irregularities, indicators of compromise and other suspicious activities.	X
	4.4 1000Kelvin scans and tests IT systems and applications for security vulnerabilities on a regular basis.	X
	4.5 1000Kelvin implements and maintains a change management process for IT systems and applications.	X
	4.6 1000Kelvin maintains a process to update and implement vendor security fixes and updates on the respective IT systems and applications.	X
	4.7 1000Kelvin irretrievably erases data or physically destroys the data storage media before disposing or reusing of an IT system.	X
5. Transmission Controls		
	5.1 1000Kelvin continuously and systematically monitors IT systems, applications and relevant network zones to detect malicious and abnormal network activity by;	
	a) Firewalls (e.g., stateful firewalls, application firewalls);	X
	b) Proxy servers;	X
	c) Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS);	X
	d) URL Filtering; and	X
	e) Security Information and Event Management (SIEM) systems.	X
	5.2 1000Kelvin documents and updates network topologies and its security requirements on regular basis.	X
	5.3 1000Kelvin administers IT systems and applications by using state-of-the-art encrypted connections.	X
	5.4 1000Kelvin protects the integrity of content during transmission by state-of-the-art network protocols, such as TLS.	X

#	Measures	Scenario
		1
	5.5 1000Kelvin encrypts, or enables its customers to encrypt, customer data that is transmitted over public networks.	X
	5.6 1000Kelvin uses secure Key Management Systems (KMS) to store secret keys in the cloud.	X
6. Security Incidents		
	1000Kelvin maintains and implements an incident handling process, including but not limited to	
	a) records of security breaches;	X
	b) customer notification processes; and	X
	c) an incident response scheme to address the following at time of incident:(i) roles, responsibilities, and communication and contact strategies in the event of a compromise (ii) specific incident response procedures and (iii) Coverage and responses of all critical system components.	X
7. Asset Management, System Acquisition, Development and Maintenance		
	7.1 1000Kelvin implements an adequate security patching process that includes:	
	a) monitoring of components for potential weaknesses (CVEs);	X
	b) priority rating of fix;	X
	c) timely implementation of the fix; and	X
	d) Download of patches from trustworthy sources.	X
	7.2 1000Kelvin identifies and documents information security requirements prior to the development and acquisition of newIT systems and applications as well as before making improvements to existing IT systems and applications.	X
	7.3 1000Kelvin establishes a formal process to control and perform changes to developed applications.	X
	7.4 1000Kelvin plans and incorporates security tests into the System Development Life Cycle of IT systems and applications.	X
8. Human Resource Security		
	8.1 1000Kelvin implements the following measures in the area of human resources security:	
	a) employees with access to Personal Data are bound by confidentiality obligations; and.	X
	b) employees with access to Personal Data are trained regularly regarding the applicable data protection laws and regulations	X
	8.2 1000Kelvin implements an off boarding process for 1000Kelvin employees and external vendors.	X



Annex III to DPT (and, where applicable, the Standard Contractual Clauses)

List of approved Sub-processors

A reference to the Sub-processors used by us when providing the Offering is available at 1000kelvin.com/legal or contained in the respective Agreement.

Annex IV to DPT

General Data Protection Regulation (EU) 2016/679 (GDPR) Overview

The following table sets out the relevant Articles of GDPR and corresponding terms of the DPT for illustration purposes.

#	GDPR Reference	DPT Section	Title
1.	Article 28 (1)	Section 4 and DPT Annexes	Technical and organizational measures and DPT Annexes
2.	Article 28 (2), (3) (d) and (4)	Section 6	Sub-processors
3.	Article 28 (3) sentence 1	Section 2 and DPT Annexes	Details of the processing and DPT Annexes
4.	Articles 28 (3) (a) and 29	Section 3	Instructions
5.	Article 28 (3) (b)	Section 5	Confidentiality of the processing
6.	Articles 28 (3) (c) and 32	Section 4 and DPT Annexes	Technical and organizational measures and DPT Annexes
7.	Article 28 (3) (e)	Section 10.1	Data subject rights
8.	Articles 28 (3) (f) and 32	Sections 10.2, Section 4 and DPT Annexes	1000Kelvin' assistance, Technical and organizational measure and DPT Annexes
9.	Articles 28 (3) (f) and 33 to 34	Section 9	Personal Data Breach
10.	Articles 28 (3) (f) and 35 to 36	Section 10.2	1000Kelvin' assistance
11.	Article 28 (3) (g)	Section 14	Term and termination
12.	Article 28 (3) (h)	Section 11	Audits
13.	Article 28 (4)	Section 6	Sub-processors
14.	Article 46 (1) (b) und (c)	Section 7 and Standard Contractual Clauses	International Data Transfers and Standard Contractual Clauses