Standard Contractual Clauses

SECTION I

Clause 1

Purpose and scope

a) The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

b) The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29 (3) and (4) Regulation (EU) 2018/1725.

c) These Clauses apply to the processing of personal data as specified in Annex II.

d) Annexes I to IV are an integral part of the Clauses.

e) These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

Clause 2

Invariability of the Clauses

a) The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.

b) This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

Clause 3

Interpretation

a) Where these Clauses use the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.

b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively.

c) These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

Clause 4

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 5

Docking clause

a) Any entity that is not a Party to these Clauses may, with the agreement of all the Parties, accede to these Clauses at any time as a controller or a processor by completing the Annexes and signing Annex I.

b) Once the Annexes in (a) are completed and signed, the acceding entity shall be treated as a Party to these Clauses and have the rights and obligations of a controller or a processor, in accordance with its designation in Annex I.

c) The acceding entity shall have no rights or obligations resulting from these Clauses from the period prior to becoming a Party.

SECTION II

OBLIGATIONS OF THE PARTIES

Clause 6

Description of processing(s)

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the controller, are specified in Annex II.

Clause 7

Obligations of the Parties

7.1. Instructions

a) The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.

b) The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

7.2. Purpose limitation

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

7.3. Duration of the processing of personal data

Processing by the processor shall only take place for the duration specified in Annex II.

7.4. Security of processing

a) The processor shall at least implement the technical and organisational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

b) The processor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. The processor shall ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.5. Sensitive data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards.

7.6. Documentation and compliance

a) The Parties shall be able to demonstrate compliance with these Clauses.

b) The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.

c) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.

d) The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.

e) The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

7.7. Use of sub-processors

The processor has the controller's general authorisation for the engagement of sub-processors from an agreed list. The processor shall specifically inform in writing the controller of any intended changes of that list through the addition or replacement of sub-processors at least one month in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.

b) Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

c) At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secret or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.

d) The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfil its contractual obligations.

e) The processor shall agree a third party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or has become insolvent - the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

7.8. International transfers

a) Any transfer of data to a third country or an international organisation by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.

b) The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

Clause 8

Assistance to the controller

a) The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorised to do so by the controller.

b) The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions.

c) In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:

1) the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;

2) the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;

3) the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;

4) the obligations in Article 32 Regulation (EU) 2016/679.

d) The Parties shall set out in Annex III the appropriate technical and organisational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

Clause 9

Notification of personal data breach

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 Regulation (EU) 2016/679 or under Articles 34 and 35 Regulation (EU) 2018/1725, where applicable, taking into account the nature of processing and the information available to the processor.

9.1. Data breach concerning data processed by the controller

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

a) in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after the controller has become aware of it, where relevant/(unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);

b) in obtaining the following information which, pursuant to [OPTION 1] Article 33(3) Regulation (EU) 2016/679/ [OPTION 2] Article 34(3) Regulation (EU) 2018/1725, shall be stated in the controller's notification, and must at least include:

1) the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

2) the likely consequences of the personal data breach;

3) the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay;

c) in complying, pursuant to Article 34 Regulation (EU) 2016/679, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

9.2. Data breach concerning data processed by the processor

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor having become aware of the breach. Such notification shall contain, at least:

a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);

b) the details of a contact point where more information concerning the personal data breach can be obtained;

c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

SECTION III

FINAL PROVISIONS

Clause 10

Non-compliance with the Clauses and termination

a) Without prejudice to any provisions of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.

b) The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:

1) the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;

2) the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725;

3) the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.

d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or, return all the personal data to the controller and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

ANNEX I

List of Parties

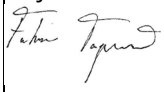
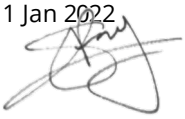
Controller(s):
Name: Customer (as specified in the customer agreement) Address: as

specified in the customer agreement

Contact person's name, position and contact details: as specified in the customer agreement

Processor(s):

Are the LucaNet sales subsidiary specified in the customer agreement as well as (potentially) the other below listed entities of the LucaNet group. In case of the EU-Cloud-Option, this only applies to the below listed EU/EEA entities.

Name	**Address**	**Contact per name, position and contact detail**	**Nature of the processing**	**Signature and accession date**
Lucanet AG	Karl-Liebknecht-Str. 14. 10178 Berlin, Germany	legal@lucanet.com	Provision of the LucaNet.Cloud and Performance of LucaNet.Consulting services	1 Jan 2022
Lucanet AG-branch office Austria	Fleischmarkt 1/6/12, A-1010 Vienna, Austria	legal@lucanet.com	Provision of the LucaNet.Cloud via LNAG	1 Jan 2022 
Lucanet (ASEAN) Pte. Ltd.	140 Robinson Rd, #18-03 The Betterfield, Singapore 068907	legal@lucanet.com	Provision of the LucaNet.Cloud via LNAG	1 Jan 2022
Lucanet (Benelux) B.V.	Zekeringstraat 23B, 1014 BM Amsterdam, Netherlands	legal@lucanet.com	Provision of the LucaNet.Cloud via LNAG	1 Jan 2022
Lucanet (France) S.A.S.	33 Rue La Fayette 75009 Paris, France	legal@lucanet.com	Provision of the LucaNet.Cloud via LNAG	1 Jan 2022 

Lucanet Italia s.r.l.	Via Cecchetti 83, 62012 Civitanova Marche (MC), Italy	legal@lucanet.com	Provision of the LucaNet.Cloud via LNAG	1 Dec 2024
Lucanet (North America) LLC	271 17th St NW Suite 1750, Atlanta, GA 30363, United States	legal@lucanet.com	Provision of the LucaNet.Cloud via LNAG	1 Jan 2022
Lucanet (Schweiz) AG	Erzbachstrasse 36c, 5018 Erlinsbach, Switzerland	legal@lucanet.com	Provision of the LucaNet.Cloud via LNAG	1 Jan 2022
Lucanet (UK) Limited	20 North Audley Street, London W1K6WE United Kingdom	legal@lucanet.com	Provision of the LucaNet.Cloud via LNAG	1 Jan 2022 Andreas Ley
Lucanet Software (España) S.L.U.	P.º de la Castellana, 115, 10 Izq, 28046 Madrid, Spain	legal@lucanet.com	Provision of the LucaNet.Cloud via LNAG	1 Jan 2022 Pedro Mardomingo
Lucanet Belux BV	Borsbeekseburg 34, 2600 Antwerp Belgien	legal@lucanet.com	Provision of the LucaNet.Cloud via LNAG	1 June 2023
Lucanet Software S.R.L.	Bucureşti Sectorul 2, Strada TUDOR ARGHEZI, Nr. 21, BIROUL 211, Etaj 2	legal@lucanet.com	Internal software development services	1 June 2023
Lucanet Software GmbH	Veronikastraße 36 45131 Essen	legal@lucanet.com	Provision of software/ consulting/hosting services, as well as of the LucaNet.Cloud via LNAG	1 June 2023
ementexx GmbH	Berner Straße 109 60437 Frankfurt am Main	legal@lucanet.com	Provision of software/ consulting/hosting services, as well as of the LucaNet.Cloud via LNAG	1 Oct 2024 Michael Scholz Michael Scholz (Oct 4, 2024 11:42 GMT+2)

ANNEX II

Description of the Processing

Categories of data subjects whose personal data is processed

- Employees of the controller
- Employees of business partners of the controller
- Users of the products and services that are the subject of the commissioned processing
- other persons whose data are processed in the course of providing the agreed service

Categories of personal data processed

- Name
- Contact details
- Contract data
- Invoice data
- Support requests
- Log data
- personal data contained in financial accounting systems
- other personal data made available by the controller to the processor in the course of providing the service agreed in the customer agreement

Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

not applicable

Nature of the processing

- Storage/hosting (LucaNet.Cloud, AMANA)
- Recording, organisation, structuring, retrieval, consultation, alignment or combination (LucaNet.Consulting, AMANA)

Purpose(s) for which the personal data is processed on behalf of the controller

Provision of the service agreed in the customer agreement. The purposes listed below only apply if they are relevant to the contractual relationship with the respective Customer.

- Provision of the financial performance management software for consolidated financial statement preparation, financial planning, analysis and reporting in the LucaNet.Cloud including provision of the LucaNet server layer (LucaNet.Financial OLAP Server and LucaNet.Financial Warehouse) as licensed, configured and used by the controller and its users; troubleshooting (prevention, detection and correction of technical problems); continuous product improvements including provision of updates; ensuring reliability, quality and security of the licensed product
- Provision of the of AMANA reporting or tax software hosted as licensed, configured and used by the controller and its users; troubleshooting (prevention, detection and correction of technical problems); continuous product improvements including provision of updates; ensuring reliability, quality and security of the licensed product
- Performance of the agreed LucaNet.Consulting or AMANA services including planning, technical advice, guidance/training, data collection and validation, data migration, implementation, troubleshooting and customer specific software development.

Duration of the processing

The duration of the processing shall be governed by the customer agreement and the instructions of the controller.

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

ANNEX III

Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of the Data

Description of the technical and organisational security measures implemented by the processor(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, as well as the risks for the rights and freedoms of natural persons. Examples of possible measures:

https://www.lucanet.com/fileadmin/user_upload/assets/legal_documents/it-security-guideline-lucanet.pdf

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller.

Description of the specific technical and organisational measures to be taken by the processor to be able to provide assistance to the controller.

https://www.lucanet.com/fileadmin/user_upload/assets/legal_documents/it-security-guideline-lucanet.pdf

https://d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf

https://d1.awsstatic.com/whitepapers/compliance/AWS_Risk_and_Compliance_Whitepaper.pdf

ANNEX IV

List of Sub-Processors

The addresses of the Sub-Processors listed below are the respective business addresses. Unless otherwise stated, personal data is processed within the EU/EEA. Where processing or access from a third country takes place, LucaNet ensures that an appropriate transfer mechanism within the meaning of Chapter V GDPR is in place.

The controller has authorised the use of the following sub-processors:

1. Name: Amazon Web Services EMEA SARL

Address: 38 avenue John F. Kennedy, L-1855, Luxemburg

Contact person's name, position and contact details: Attn: AWS EMEA Legal

Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Cloud Services
The sub-processor performs AI model inference using customer data. The data is processed solely for inference purposes and is not used for training, fine-tuning, or improving AI models.

2. Name: Hostserver GmbH

Address: Biegenstr. 20, 35037 Marburg, Germany

Contact person's name, position and contact details: datenschutzbeauftragter@hostserver.de

Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Hosting

3. Name: Microsoft Ireland Operations Limited

Address: The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland

Contact person's name, position and contact details: Attn: Data Privacy, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland

Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Hosting
The sub-processor performs also AI model inference using customer data. The data is processed solely for inference purposes and is not used for training, fine-tuning, or improving AI models.

4. Name: SIEVERS-SNC Computer & Software GmbH & Co. KG

Address: Hans-Wunderlich-Str. 8, 49078 Osnabrueck, Germany

Contact person's name, position and contact details: Data Protection Officer, Hans-Wunderlich-Str. 8, 49078 Osnabrueck, E-mail: datenschutz@sievers-group.com

Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Hosting

5. Name: documentus GmbH Berlin & Co. Betriebs KG

Address: Kanalstr. 30, 12357 Berlin, Germany

Contact person's name, position and contact details: MAGELLAN Rechtsanwälte, RA Markus Saeugling, Brienner Straße 11, 80333 Munich, E-mail: datenschutz_documentus_berlin@magellan-rechtsanwaelte.de

Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Disposal services

6. Name: Snowplow Analytics Ltd

Address: Floor 6, 17 Bevis Marks, London, EC3A 7LN, United Kingdom

Contact person's name, position and contact details: Snowplow EMEA Legal

Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Web-Tracking Solution

7. Name: Balkan Services Ltd.

Address: 31 Ekzarh Yosif Str., Sofia 1000, Bulgaria

Contact person's name, position and contact details: Mincho Minchev, mincho.minchev@balkanservices.com

Description of the processing: Report Creation Services

8. Name: Google Cloud EMEA Limited

Address: 70 Sir John Rogerson's Quay, Dublin, D02 R296, Ireland

Contact person's name, position and contact details: Attn: Cloud Data Protection Team, Contact form: https://support.google.com/cloud/contact/dpo?hl=en&sjid=13544628582439225498-EU

Description of the processing: The sub-processor performs AI model inference using customer data. The data is processed solely for inference purposes and is not used for training, fine-tuning, or improving AI models.

9. Name: Merge API, Inc. (Merge.dev)

Address: 353 Sacramento Street, Suite 1200, San Francisco, CA 94111, United States

Contact person's name, position and contact details: privacy@merge.dev

Description of the processing: Integration services - the sub-processor provides a unified API integration platform enabling data connectivity between customer source systems and the LucaNet xP&A platform. Processing includes retrieval, normalisation and transfer of data made available through customer-configured integrations. The data is processed solely for the purpose of providing the integration functionality and is not used for any independent purpose. Processing takes part as part of the data ingestion layer, including names, contact details and other personal data contained in the customer's connected source systems to the extent transmitted as part of the integration. EU customer data is stored exclusively in the AWS Stockholm region.

10. Name: Orca Security, Inc.

Address: Orca Security Ltd., 3 Tushia St., Tel Aviv, Israel, 6721803

Contact person's name, position and contact details: privacy@orca.security

Description of the processing:
Cloud security scanning - the sub-processor provides agentless, read-only cloud security scanning and cloud security posture management. Processing includes analysis of cloud infrastructure configurations, security-relevant metadata, access and permission settings and related technical information to identify vulnerabilities, misconfigurations and compliance risks. Personal data may be processed only to the extent technically necessary for the provision of the security service. No data is modified or extracted for purposes other than security analysis. Processing is limited to what is strictly necessary for the provision of the cloud security service. Hosting: AWS Frankfurt (Germany).

11. Name: Telekom Deutschland GmbH

Address: Landgrabenweg 151, 53227 Bonn, Germany

Contact person's name, position and contact details: datenschutz@telekom.de

Description of the processing: Salesforce reseller/intermediary services -the sub-processor acts as reseller/intermediary in connection with the provision and administration of Salesforce cloud services. Processing may include transmission, administration and support-related handling of customer data solely for the purpose of enabling and managing the contracted Salesforce services.

12.Name: Salesforce.com, EMEA Limited

Address: salesforce.com, EMEA Limited: Village 9, Floor 26, Salesforce Tower, 60 R801, Dublin 2, Ireland

Contact person's name, position and contact details:privacy@salesforce.com

Description of the processing:
Provision of cloud-based CRM and case management services, including Salesforce Sales Cloud, Service Cloud and CPQ+ and Experience Cloud, to the extent such services are used for the provision of the services agreed with the Customer.
The sub-processor provides hosting, storage, transmission, retrieval and support-related processing of personal data submitted to the Salesforce platform by authorised users in connection with support cases, service requests, implementation, consulting, troubleshooting or other customer-related service activities. The processing is carried out solely for the purpose of providing the contracted SaaS functionality and supporting the services agreed with the Customer.
To the extent Salesforce Sales Cloud or CPQ+ is used by Lucanet solely for its own sales, account management, contract management, quotation or customer relationship management purposes, such processing is carried out by Lucanet as controller and does not form part of the commissioned processing under these Clauses.

13.Name: Pendo.io, Inc.

Address: 301 Hillsborough Street, Suite 1900, Raleigh, NC 27603, United States

Contact person's name, position and contact Attn: Pendo Legal / Privacy Team, privacy@pendo.io

Storage location of the personal data: EU-hosted environment (GCP EU multi-region)- no personal data stored outside the EU.

Description of the processing: In-service guidance and product engagement services (delivery of in-application messages and notices to users). Data processing is limited to account-level identifiers and aggregated interaction events; no individual user identifiers are stored.