

Annex to the main contract

**Agreement on the processing of personal data in the context of the provision of SERVICES
(hereinafter: "DPA")**

The contracting parties are ALLPLAN Deutschland GmbH or, if named in the main contract, a company affiliated with ALLPLAN Deutschland GmbH (hereinafter: "**ALLPLAN**"), and the customer named in the main contract (hereinafter "**the Customer**"), (each individually referred to as "PARTY" and collectively as "PARTIES").

Preamble

This DPA governs the rights and obligations of the PARTIES to the extent that personal data is processed by ALLPLAN on behalf of the customer or an individual user within the meaning of the applicable data protection law as part of the provision of services in accordance with the terms of use and licence conditions or other written or electronic agreements between ALLPLAN and the customer or each individual user (hereinafter: 'MAIN AGREEMENT') regarding the use of the web platforms, the provision of cloud services for SaaS products, the provision of remote maintenance and/or the use of online services (hereinafter: 'SERVICES').

This DPA forms an integral part of the MAIN AGREEMENT concluded between the PARTIES. ALLPLAN assumes the obligations described in this DPA towards all customers and users who conclude a MAIN CONTRACT with ALLPLAN for the provision of one of the SERVICES listed in Annex DPA1 to this DPA.

This DPA supplements all existing main contracts between the parties and replaces all previously concluded DPAs in full.

Updates

If a customer renews or acquires a SERVICE, the current provisions of this DPA apply at that time. We make the current version of this DPA available to our customers and users for download on the ALLPLAN homepage.

Electronic notifications

ALLPLAN may provide the customer with information and notifications about SERVICES by e-mail or via the respective SERVICE itself. A notification is deemed to have been given on the date on which it was made available by ALLPLAN.

Earlier versions of this DPA

The provisions of this DPA apply to the currently available SERVICES. Customers can request earlier versions of the DPA from ALLPLAN.

For the purposes of this DPA, the terms "**supervisory authority**", "**processor**", "**data subject**", "**third country**", "**personal data**", "**processing**", "**controller**" and "**personal data breach**" shall each have the meaning ascribed to them in 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, and repealing Directive 95/46/EC (General Data Protection Regulation - "**GDPR**").

1. Object and duration of processing

ALLPLAN shall provide the Customer with the SERVICES agreed in the respective MAIN CONTRACT. Insofar as ALLPLAN receives personal data for processing on behalf of the Customer and/or collects or otherwise processes personal data on behalf of the Customer, the Customer is deemed to be the controller and ALLPLAN is deemed to be the processor within the meaning of the GDPR. This DPA -governs the rights and obligations of the PARTIES in this regard.

- 1.1 As an integral part of the MAIN AGREEMENT, this DPA shall enter into force upon conclusion of the respective MAIN AGREEMENT and shall end upon its termination. The right of each PARTY to terminate this DPA for good cause shall remain unaffected. Good cause entitling ALLPLAN to terminate this DPA exists in particular if there is a current or future governmental regulation or obligation that subjects ALLPLAN to a regulation or requirement that is not generally applicable, which makes it difficult for ALLPLAN to continue the SERVICE without modification and/or causes ALLPLAN to believe that this DPA or SERVICE may be in conflict with such a requirement or obligation.
- 1.2

- 1.3 If the processing of personal data by ALLPLAN is necessary for the fulfilment of the MAIN CONTRACT or is required by law, for example with regard to the disclosure of personal data to the Customer, after termination of this DPA, this DPA shall continue to apply until the MAIN CONTRACT has been fully fulfilled.

2. Type and purpose of processing, categories of personal data and categories of data subjects

- 2.1 ALLPLAN processes personal data exclusively on behalf of and in accordance with the instructions of the Customer and only to the extent necessary to provide the SERVICES under the MAIN CONTRACT. The nature and purpose of the processing to be performed by ALLPLAN for the Customer are set out in the MAIN CONTRACT and its annexes and in **Annex DPA 2** to this DPA.
- 2.2 The type of personal data processed by ALLPLAN under this DPA on behalf of the customer and the categories of data subjects are set out in **Annex DPA 2** to this DPA.

3.1 3. Obligations of the Customer

- 3.2 The Customer is solely responsible for compliance with the legal provisions of the GDPR and the applicable national data protection laws applicable to the Customer and, in particular, for assessing the permissibility of the commissioned processing and for safeguarding the rights of data subjects in accordance with Art. 12 to 22 GDPR.

- 4.1 The Customer shall issue instructions regarding the processing of personal data in writing or in a documented electronic format. In urgent cases, instructions may also be issued verbally; verbal instructions must be confirmed by the Customer immediately in writing or in a documented electronic format.

4. Duties of ALLPLAN

Compliance with the applicable data protection laws

- 4.2 (a) ALLPLAN undertakes to comply with the applicable provisions of the GDPR and the applicable national data protection laws.
- (b) ALLPLAN confirms that a data protection officer has been appointed. The current contact details of the data protection officer can be found in the data protection information on the ALLPLAN website <https://www.allplan.com/data-protection/>.

Processing on behalf of the Customer

- (a) ALLPLAN processes personal data exclusively in accordance with the provisions of this DPA and - also in case of a potential transfer of personal data to a third country or an international organisation - in accordance with the documented instructions of the Customer, unless ALLPLAN is obliged to act differently by the law of the European Union or the Member States to which ALLPLAN is subject. In such a case, ALLPLAN will notify the Customer of these legal requirements prior to processing, unless the law in question prohibits such notification due to an important public interest.
- (b) The MAIN CONTRACT and this DPA are to be understood as instructions. Within the scope of the product-specific parameters, the Customer determines the type and scope of processing by the type of use of the respective SERVICE and by selecting the available options, e.g. with regard to the scope and type of data to be processed.
- (c) ALLPLAN will inform the Customer immediately if ALLPLAN is of the opinion that an instruction violates the provisions of the GDPR or applicable national data protection laws. ALLPLAN is authorised to suspend the implementation of the relevant instruction until it is confirmed or amended by the Customer. The PARTIES agree that the responsibility for the processing of personal data in accordance with the instructions lies solely with the Customer.

Data security and confidentiality

4.3

- (a) ALLPLAN shall take appropriate technical and organisational measures to ensure that the processing complies with the requirements of the applicable data protection laws and that the rights of the data subjects are protected. The measures must ensure a level of data security appropriate to the risks to the rights and freedoms of the data subjects. In particular, ALLPLAN shall design its internal organisation to ensure compliance with the specific requirements for the protection of personal data and to protect personal data against accidental or unlawful destruction or alteration, loss, unauthorised disclosure or access.
- (b) The technical and organisational measures to be taken by ALLPLAN for the respective SERVICES include at least the measures described in Annex DPA 3 of this DPA. ALLPLAN shall review, assess and evaluate the effectiveness of these technical and organisational measures on a regular basis, but at least once a year. ALLPLAN will immediately implement any adjustments that are necessary to maintain data security.
- (c) Notwithstanding clauses 4.3 (a) and (b), ALLPLAN may adapt the technical and organisational measures in Annex DPA 3 of this DPA at any time as part of the regular review, assessment and evaluation of the data protection and security concept. However, this is subject to the condition that the amended measures do not fall below the level of protection existing at the time this DPA enters into force. In any case, the level of protection required in accordance with the provisions of the GDPR must be maintained. ALLPLAN shall inform the Customer immediately of any significant adjustments to its technical and organisational measures.
- (d) ALLPLAN undertakes to maintain confidentiality when processing personal data. This obligation shall continue to apply after termination of this DPA.
- (e) ALLPLAN ensures the reliability and adequate supervision of all persons involved in the processing of personal data and in any case ensures that access to personal data is strictly limited to those persons who need to know such personal data to provide the SERVICES to the Customer. ALLPLAN further ensures that only those persons who have previously been obligated to confidentiality and compliance with data protection requirements in accordance with the statutory requirements can access the personal data.

Rights of the data subjects

- (a) ALLPLAN will inform the Customer immediately if a data subject contacts ALLPLAN directly to assert their rights and will forward the data subject's request to the Customer.
- (b) The Customer alone is responsible for responding to requests from affected persons.
- 4.4 (c) However, given the nature of the processing, ALLPLAN will, where possible, support the Customer with appropriate technical and organisational measures to comply with its obligation to respond to requests to exercise the rights of the data subject referred to in Chapter III GDPR. The Customer shall reimburse ALLPLAN for the reasonable expenses incurred by ALLPLAN for the respective support services. The separate remuneration can only be claimed if the customer has requested the corresponding service with knowledge of the specific cost consequences.

Support for the Customer

- 4.5 (a) ALLPLAN will support the Customer in complying with the obligations set out in Art. 32 to 36 GDPR, taking into account the type of processing and the information available. Costs incurred by ALLPLAN as a result of these support activities are to be reimbursed by the Customer to a reasonable extent. The separate remuneration can only be claimed if the customer has requested the corresponding service with knowledge of the specific cost consequences.
- (b) ALLPLAN will inform the Customer immediately as soon as a breach of the protection of personal data becomes known and provide the Customer with the relevant information in accordance with Art. 33 para. 3 GDPR.
- (c) ALLPLAN will inform the Customer immediately about inspections or measures by supervisory authorities or other third parties, insofar as these relate to processing under this DPA and ALLPLAN is prohibited from informing the Customer by official order or law. Insofar as ALLPLAN is required to inform the Customer in accordance with the above provision, ALLPLAN may not contact a supervisory authority or a third party in connection with the processing of personal data without the Customer's prior consent.
- 4.6 (d) ALLPLAN ensures that all processing activities carried out on behalf of the Customer are documented in accordance with the requirements of Art. 30 para. 2 GDPR.

Deletion and return of personal data

- After termination of this DPA or at the Customer's instruction, ALLPLAN shall, at the Customer's discretion, delete or destroy all personal data, including all existing copies, and/or return all personal data to the Customer and delete the existing copies, unless there is an obligation to store the personal data under Union law or the law of the Member States. If additional costs are incurred due to deviating requirements for the release or deletion of the data, these shall be borne by the customer. The separate remuneration can only be claimed if the customer has requested the corresponding service with knowledge of the specific cost consequences.

4.7

ALLPLAN may retain documentation that serves as proof of proper data processing and proper fulfilment of the MAIN CONTRACT even after termination of this DPA.

Proof of compliance with this DPA and checks by the Customer

- (a) ALLPLAN will provide the Customer with all information necessary to demonstrate ALLPLAN's compliance with its obligations under this DPA.
- (b) The Customer is authorised to check ALLPLAN's compliance with the provisions of this DPA to a reasonable extent itself or through independent third parties commissioned by it and bound to confidentiality. The customer shall reimburse ALLPLAN for the reasonable expenses incurred by

ALLPLAN in the course of an inspection. The separate remuneration can only be claimed if the Customer has called up the corresponding service with knowledge of the specific cost consequences.

- (c) The Customer will only carry out checks to the extent necessary. Insofar as ALLPLAN provides proof of the correct implementation of the agreed data protection obligations as described in section 4.3 (b) of this DPA, an inspection shall be limited to spot checks. If an inspection at ALLPLAN should be necessary in individual cases, this must be carried out without avoidable disruption to ALLPLAN's operating processes. Unless otherwise indicated for urgent reasons to be documented by the Customer, inspections will only take place after reasonable advance notice and during ALLPLAN's operating hours and not more frequently than every twelve months.
- (d) Insofar as it is possible to inspect confidential information of ALLPLAN within the scope of an inspection, ALLPLAN is authorised to demand a confidentiality obligation from the Customer. Additionally, ALLPLAN is authorised, at its own discretion and taking into account the Customer's legal obligations, not to disclose information if it is confidential with regard to ALLPLAN's business activities or if ALLPLAN would violate legal or contractual regulations by disclosing it.

5. Subcontractors

ALLPLAN may use other processors to provide the SERVICES (hereinafter: "SUBCONTRACTORS").

- 5.1 For the SUBCONTRACTORS listed in Annex DPA 4, the Customer's authorisation shall be deemed to have been granted for the respective SERVICE used by the Customer.

5.2

- 5.3 ALLPLAN may commission further and/or other SUBCONTRACTORS to provide the SERVICES, provided ALLPLAN informs the Customer of this in text form and the Customer does not object to the intended commissioning at least in text form within a period of four weeks from receipt of the information. If no objection to the intended assignment is raised within the aforementioned period, this shall be deemed to be authorisation by the Customer. The Customer can only refuse to authorise the commissioning of additional or changes to existing SUBCONTRACTORS for good cause. If the Customer objects, ALLPLAN may, at its own discretion, provide the SERVICES without the intended assignment. If the provision of the SERVICES without the intended assignment is not reasonable or possible for ALLPLAN, ALLPLAN must inform the Customer of this immediately. In this case, the Customer may terminate the MAIN CONTRACT between the PARTIES without notice.

5.4

- 5.5 ALLPLAN shall ensure that only those SUBCONTRACTORS are engaged that offer sufficient guarantees that appropriate technical and organisational measures are in place so that the processing of the Customer's personal data is carried out in accordance with the requirements of the GDPR and applicable national data protection laws and the protection of the rights of the data subjects is guaranteed. ALLPLAN will carefully select each SUBCONTRACTOR, taking particular account of the suitability of the technical and organisational measures taken by the SUBCONTRACTOR, and will regularly review the SUBCONTRACTOR's compliance with the statutory and contractual data protection requirements.

5.6

- 5.7 ALLPLAN shall ensure that the agreement concluded between ALLPLAN and the SUBCONTRACTOR is governed by a contract that contains at least the same data protection obligations for the SUBCONTRACTOR that are set out in this DPA for ALLPLAN.

The provisions in Section 5 shall also apply if a SUBCONTRACTOR in a third country is involved. The Customer agrees to cooperate to the extent necessary in the fulfilment of the requirements of Art. 49 GDPR.

ALLPLAN remains responsible to the Customer for compliance with the obligations arising from this DPA and is liable to the Customer if the SUBCONTRACTOR fails to fulfil its data protection obligations.

6. Place of data processing

ALLPLAN shall provide the SERVICES in Germany or from the service locations agreed with the Customer in the respective MAIN CONTRACT. Data processing in a third country shall only take place in compliance with the relevant applicable legal provisions of the European Union. ALLPLAN will conclude a contract with another processor that corresponds to the content of this contract, including the EU standard contractual clauses for the transfer of personal data to processors in accordance with Module 3 pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council in third countries that do not provide an adequate level of data protection, or ensure that the requirements of Art. 45 GDPR or Art. 46 GDPR are otherwise met. The Customer agrees to cooperate in the fulfilment of the requirements to the extent necessary.

7. Liability

The liability of the PARTIES towards data subjects is governed by Art. 82 GDPR. ALLPLAN's liability towards the customer for breach of obligations arising from this DPA or the MAIN AGREEMENT remains unaffected by this.

8. Final provisions

There are no verbal or written collateral agreements pertaining to this DPA. The PARTIES agree that the "General Terms and Conditions" of the Customer shall not apply to this DPA.

8.1

All amendments to this DPA must be made in text form (including electronic form). This also applies to the waiver of this written form clause itself.

8.2

In the event of any conflict or inconsistency between the provisions of this DPA and any other agreement between the PARTIES, this DPA shall prevail with respect to the data protection obligations of the PARTIES in relation to the processing of personal data on behalf of the Customer.

8.3

This DPA is subject to German law. The sole place of jurisdiction for all disputes arising from and in connection with this DPA is Munich.

8.4

8.5

Should individual provisions of this DPA prove to be invalid or unenforceable in whole or in part or become invalid or unenforceable as a result of changes in legislation after the conclusion of this DPA, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the meaning and purpose of the invalid provision.

Annex DPA 1
Overview of SERVICES

- ALLPLAN Cloud
- ALLPLAN Campus
- ALLPLAN Connect
- ALLPLAN Subscription and ALLPLAN Serviceplus
- FRILO Subscription and FRILO Serviceplus
- DC Software Subscription and DC Software Serviceplus

Annex DPA 2
Details of Processing

1. Nature and purpose of data processing

Main contract	Category of the SERVICE	Description of the SERVICE	Type and purpose
ALLPLAN Cloud (Bimplus, Share, Exchange etc.)	Software as a Service (SaaS)	ALLPLAN Cloud includes SaaS collaboration solutions that enable users to organise and work on projects together. Storage space and computing capacity are provided for the use of ALLPLAN Cloud (Bimplus, Share, Exchange, etc.) and its functions. User data is stored or archived for the duration of the contract and deleted at the end of the contract.	Collection, storage, archiving, deletion. With ALLPLAN Bimplus , users can manage their projects by selecting participants by invitation to use ALLPLAN Bimplus and assigning rights and roles to participants. Users can collaborate by creating, assigning and managing tasks and accessing project data anywhere, anytime and on any device. ALLPLAN Share allows project participants to work on the same project in ALLPLAN CAD from any location. Different access rights can also be assigned to different project participants. ALLPLAN Exchange enables users to manage their plans digitally and centrally. Users can distribute their plans to other project participants, version them, download them, track their distribution, analyse them in project-based reports and document them. Users also have the option of managing all project participants and automatically notifying them via e-mail in various languages.
ALLPLAN Campus	Web portal	Provision of storage space and computing capacity for the use of ALLPLAN Campus and its functions.	Collection, storage, archiving, deletion. ALLPLAN Campus is a web portal for students, teachers, trainees and pupils. The web platform is available in different languages and gives registered users free access to ALLPLAN products. Users must register and verify their identity in order to obtain a student licence (or a licence for educational purposes) or to use the portal.

ALLPLAN Connect	Web portal	Provision of storage space and computing capacity for the use of ALLPLAN Connect and its functions.	<p>Collection, storage, archiving, deletion.</p> <p>ALLPLAN Connect offers users a portfolio of information and features free of charge, with which users can organise themselves internally. In particular, this includes a user forum, a chat and a pinboard for exchanging information with other users, a job market for recruiting new employees and an AI-controlled voice assistant (AI Assistant) that answers users' questions about products and services.</p> <p>Allplan licences are also managed via Connect. The user's licence administrator assigns the licences to the different users via Connect.</p>
ALLPLAN, FRILO and DC software Subscription ALLPLAN, FRILO and DC software Serviceplus	Maintenance and support service	Provision of maintenance and support services for users of ALLPLAN software, FRILO software, DC-software.	<p>Organisation, classification, storage, adaptation or alteration, retrieval, consultation, use, erasure.</p> <p>It cannot be ruled out that ALLPLAN or persons employed or authorised by ALLPLAN may come into contact with the user's personal data by means of remote maintenance. In detail:</p> <ul style="list-style-type: none"> • Support for users during the installation of software and activation of the licence; • Support for users when using the software; • Analysing error situations and process faults in the software; • Elimination of errors in the software.

2. Types and categories of personal data and categories of data subjects

Main contract	Type of personal data	Categories of affected persons
ALLPLAN Cloud (Bimplus, Share, Exchange, etc.)	<input checked="" type="checkbox"/> Master data <input checked="" type="checkbox"/> Address data <input checked="" type="checkbox"/> Other data that a customer enters or provides when using the SERVICE.	<input checked="" type="checkbox"/> User <input checked="" type="checkbox"/> Employees of users <input checked="" type="checkbox"/> Customers from users <input checked="" type="checkbox"/> Business partners of users <input checked="" type="checkbox"/> Suppliers of users
ALLPLAN Campus	<input checked="" type="checkbox"/> Master data <input checked="" type="checkbox"/> Address data	<input checked="" type="checkbox"/> Users (teachers, trainees, pupils and students)

	<input checked="" type="checkbox"/> Other data that a customer enters or provides when using the SERVICE.	
ALLPLAN Connect	<input checked="" type="checkbox"/> Master data <input checked="" type="checkbox"/> Address data <input checked="" type="checkbox"/> Other data that a customer enters or provides when using the SERVICE or that is processed through the use of the SERVICE (user forum, chat user forum, chat, noticeboard: input data/posts, AI language assistant (AI assistant): Input data (prompts), output data (replies).	<input checked="" type="checkbox"/> User <input checked="" type="checkbox"/> Employees of users <input checked="" type="checkbox"/> Customers from users <input checked="" type="checkbox"/> Business partners of users <input checked="" type="checkbox"/> Suppliers of users
ALLPLAN Subscription and ALLPLAN Serviceplus, FRILO Software Subscription and Serviceplus, DC Software Subscription and Serviceplus	<input checked="" type="checkbox"/> Master data <input checked="" type="checkbox"/> Address data <input checked="" type="checkbox"/> Other data that may be relevant in the context of the provision of maintenance and support services	<input checked="" type="checkbox"/> User <input checked="" type="checkbox"/> Employees of users <input checked="" type="checkbox"/> Customers from users <input checked="" type="checkbox"/> Business partners of users <input checked="" type="checkbox"/> Suppliers of users

Annex DPA 3

Technical and Organisational measures

A. ISO 27001

Measures in accordance with ISO/IEC 27001 are implemented to ensure information security. These include systematic risk management, strict access controls, regular data backups, encryption of sensitive data and comprehensive monitoring of security-related events. In addition, vulnerability and patch management are carried out continuously and security incidents are recorded and dealt with as part of an incident management process. Measures for secure software development are also implemented. Regular audits and reviews ensure continuous improvement of the security level.

B. ALLPLAN Cloud (Bimplus, Share, Exchange, ALLPLAN Campus, ALLPLAN Connect, etc.)

Encryption (Art. 32 para. 1 lit. a) GDPR)

Encryption control

Encrypted data transmission

- Data transmission is encrypted using SSL/TLS or SSH, depending on the area of application
- Administrative access only via separate VPN

ALLPLAN Cloud

- Use of a virtual private cloud (VPC)
- Encryption of all stored data (both database and files)

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

Access control

- Hosting generally does not take place on-premise at the processor, but only with professional, certified hosting service providers
- Access is only permitted to employees of the hosting service providers and their service providers, provided they have the appropriate authorisation

Entrance control

- Screen locks, incl. password protection
- Functional assignment of user authorisations
- Use of individual passwords, including initial ones
- Blocking of user accounts after multiple incorrect password entries
- Encryption of passwords using at least SHA256 (hashing)
- Passwords are salted
- Two-factor authentication for administrative access
- Password policy with minimum requirements for password complexity
- Process for assigning rights when new employees join the company
- Process for revoking rights when employees change tasks
- Process for withdrawing rights when employees leave the company

- Documentation of the assignment and modification of rights
- Obligation of confidentiality for employees and third parties / processors
- Logging and evaluation of system usage with administrative access
- Central, standardised user administration and login service (single sign-on)

Access control

- Definition of access authorisation, authorisation concept
- Regular review of authorisations
- Partial access options to databases and functions (Read, Write, Execute)
- Regular evaluation of protocols (log files)
- Restriction of free and uncontrolled database queries
- Regulation for restoring data from backups
- Use of security systems:
 - Virus scanner
 - Firewalls
 - SPAM filter
- Clean Desk Policy

Separation control

- Dedicated, separate systems for development, testing and productive operation
- Physical/technical separation of the data storage devices
- Consistent multi-client capability
- Authorisation concept that takes into account the separate processing of data from different users
- Separation of functions
- File separation for databases
- Guidelines and work instructions for employees

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

Input control

- Definition of user authorisations (profiles)
- Differentiated user authorisations (read, change, delete)
- Organisational definition of input responsibilities
- Logging of administrative entries/deletions
- Regulation of access authorisations for log servers (LogAdmin)
- Dedicated log server
- Partial access to data or functions
- Commitment to data secrecy

Integrity (Art. 32 para. 1 lit. c) GDPR)

Availability control

- Backup and recovery concept
- Control of the backup processes
- Regular recovery tests
- Implementation of data backup and backup concepts (daily full backup, goes back several generations, cloud)

- Accessibility of the data backup at any time
- Documentation of the systems
- Existence of a back-up concept
- Regular and controlled verification of backup recoverability
- Software-based protection (virus protection, firewall)
- Contingency plan for data breaches

Resilience and reliability check

- Alternative data centres or other replacement system available
- Load balancer
- Data storage on RAID systems (RAID 1 and higher)
- Carrying out penetration tests
- System hardening (deactivation of unnecessary components)
- Immediate and regular activation of available software and firmware updates
- Periodic training and sensitisation measures

Procedures for regular review, assessment and evaluation (Art. 32 para. 1 lit. d) GDPR)

- Regular internal monitoring of security measures
- Responsibilities for data protection and information security are defined
- Management level is regularly informed about the status of data protection and information security as well as possible risks and consequences due to a lack of measures
- If the aforementioned review is negative, the safety measures are adapted, renewed and implemented on a risk-related basis
- Regulation of the circumstances of the authorised private use of company resources
- Regulation of the authorised handling and use of data carriers
- Risk-appropriate classification of personal data
- Reporting channel for events and weaknesses ensured
- Assessment of security breaches and system malfunctions
- Plans for dealing with recognised attacks and disruptions
- Selection of data protection-friendly default settings, insofar as this is relevant for the planned processing operations.

Order control

- Contract design in accordance with legal requirements (Art. 28 GDPR)
- Recording of existing sub-processors (standardised contract management)
- Regular checks on subcontracted processors after the start of the contract
- Review of the data security concept for sub-processors
- Inspection of existing IT security certificates for subcontracted processors
- Selection of contractors from a due diligence perspective
- Conclusion of the necessary agreement on order processing

**C. ALLPLAN, FRILO, DC-Software Subscription and ALLPLAN, FRILO, DC-Software Serviceplus:
REMOTE ACCESS as part of remote maintenance:**

- Data protection & compliance training for ALLPLAN service personnel
- Dedicated remote maintenance software
- No unattended remote maintenance of the client. It is not possible to run the software completely invisibly in the background.
- Random generation of the remote maintenance ID, verification of the ID for falsification by the service operator.
- Use of one-time passwords
- ALLPLAN Service personnel can only access the customer's computer after the customer has transmitted the generated ID and one-time password.
- The connection servers are located within the European Union, in ISO 27001-certified data centres.
- Brute force protection with exponential increase in waiting times for failed attempts
- Request to the user to close all non-essential processing operations before accessing them
- End-to-end encryption of video data without download option for the contractor
- Encryption based on an RSA public/private key exchange and AES (256-bit) session encoding
- Cancellation option for the user at any time

Annex DPA 4
Subcontractors

Name and address	Place of data processing	Type of service / processing	Duration of processing
Amazon Web Services EMEA SARL 38 Avenue John F. Kennedy 1855 Luxembourg, Luxembourg	Germany	Provision of infrastructure hosting of ALLPLAN Cloud	Term of the main contract
Microsoft Ireland Operations Ltd. Building 3, Carmanhall Road Sandyford Industrial Estate 18, Dublin, Ireland	Germany	Provision of infrastructure hosting for the Microsoft Azure platform	Term of the main contract
Mailjet GmbH Alt-Moabit 2 10557 Berlin Germany	Belgium Germany	Provision of technical mail dispatch for ALLPLAN Cloud, ALLPLAN Connect and ALLPLAN Campus	Term of the main contract
PlusServer GmbH Venloer Street 47 50672 Cologne Germany	Germany	Provision of infrastructure hosting for ALLPLAN Cloud, ALLPLAN Connect and ALLPLAN Campus	Term of the main contract
ALLPLAN GmbH Konrad-Zuse-Platz 1, 81829 Munich Germany	Germany	Provision of infrastructure, software services, platforms and portals, including their further development, maintenance and technical support	Term of the main contract
ALLPLAN Software Engineering GmbH Urstein S 19 5412 Puch Austria	Austria	Provision of 2 nd -level support for ALLPLAN Bridge, ALLPLAN Subscription and ALLPLAN Serviceplus	Term of the main contract
NEVARIS Bausoftware GmbH Hanna-Kunath-Straße 3, 28199 Bremen Germany	Germany	Provision of 2 nd -level support for Nevaris Subscription and Nevaris Serviceplus	Term of the main contract
TeamViewer Germany GmbH Station square 2 73033 Göppingen Germany	Germany	Provision of software solution for carrying out remote maintenance for ALLPLAN, FRILO and DC - Software Subscription and Serviceplus Contracts	Term of the main contract
Wibu Systems AG Rüppurrerstr. 52-54, 76137 Karlsruhe Germany	Germany	Provision of 2nd level support for licensing problems with ALLPLAN Subscription and ALLPLAN Serviceplus Contracts	Term of the main contract
10Duke SOFTWARE LIMITED registered office 85-87 Bayham St., London, NW1 0AG Great Britain	Great Britain	Licence management, provision of 2 nd level support for ALLPLAN software licensing problems	Term of the main contract

Solibri Oy Itälahdenkatu 21 A 00210 Helsinki Finland	Finland	Provision of 1 st level support for Solibri software products	Term of the main contract
SCIA n.a. Corda 2, Kempische Steenweg 309/0.03 3500 Hasselt Belgium	Belgium The Netherlands	Provision of 1st level support for SCIA software products	Term of the main contract
Bluebeam, Inc. 443 S Raymond Ave, Pasadena, CA, 91105 USA	USA	Provision of 1st level support for Bluebeam software products	Term of the main contract