

General Terms and Conditions for using the free basic version of gradar.com

§ 1. Subject matter of this contract

- (1) During the contract period (see § 2.) the client is authorised to use the internet based analytical job evaluation system “gradar the job evaluation engine” developed by QPM Quality Personnel Management GmbH in the “Basic” version.
- (2) The system is available in the paid editions „Professional“ and „Enterprise“ as well.
- (3) Functional scope and pre-requisites of use are specified in the current feature catalogue published online on gradar.com.

§ 2. Contract Period

- (1) The contracts starts with the date of the online registration and has a 3-month duration.
- (2) The contract period expands automatically for another 3 months, if the contract is not terminated 4 weeks before expiration.
- (3) The customer has the right to terminate the contract at any time without giving reasons and without any period of notice. The termination can be declared in text form (e.g. email) or by deletion of the account by the user.
- (4) If the e-mail address used for registration is not confirmed within 10 days, or if 210 days pass without log-in, the account will be deleted for reasons of data economy.
- (5) QPM is entitled in addition to the time-bound termination to terminate the contract without notice exceptionally when there is good cause. A good cause exists in particular if the user
 - uses the contact form to advertise or to send objectionable content,
 - attempts to modify in whole or in part, adapt or decompile the software as far as it goes beyond the boundaries of §§ 69d Abs. 3, 69e UrhG,
 - severely violates to fulfil his contractual obligations in any other way,
 - seriously and culpably violates other legislation when using the website.

- (6) In these cases QPM is also entitled to block or delete the user account for a limited time or permanently and to refuse the setup of a new user account.

§ 3. Fees, Due Date, Right of Retention

- (1) The annual user fee to be paid by the client amounts to

for the **Basic-Version** with one user 0,- €

The user fee includes hosting and technical support.

- (2) An upgrade from the Basic edition to the Professional or Enterprise edition is possible at any time.
- (3) The user fee does not include consulting or training. These services need to be agreed separately.
- (4) If the client falls behind on payment for agreed additional services by more than 14 days, QPM can exercise its right of retention and lock access to the basic-edition of the software.

§ 4. Contact

For support services, the QPM team is available via phone on +49 (0) 211 9367 249-0 or via email on support@qpm.de.

gradar the job evaluation engine is a product of:

QPM Quality Personnel Management GmbH

Am Haferkamp 78

D-40589 Düsseldorf

Managing Director: Philipp Schuch

Registered Office: Düsseldorf

District Court: Düsseldorf, HRB 73656

VAT-ID: DE297336053

Tax-ID: 106/5722/0606

§ 5. Data Protection and Data security

- (1) The internet based job evaluation programme is hosted on servers provided by domainfactory GmbH, Oskar-Messter-Str. 33, 85737 Ismaning, Germany. The internet connection is encrypted with SSL.
- (2) All data copied in the clipboard is deleted once the browser connection is terminated or the user logs out or the content is overwritten with something else.
- (3) The software evaluates positions. This means that no personal data needs to be transmitted to the. In the Enterprise version it is possible (but not required) to save personal data on the server in the comment fields or by uploading job-descriptions.
- (4) Data protection provisions for all contract partners are regulated separately in **attachment 2**.
- (5) A list of technical and organisational measures for data protection is provided in **attachment 3** of this contract.
- (6) By using the basic edition of gradar and confirming the e-mail address, the customer agrees that QPM may contact him by phone, e-mail or by means of automated notifications (e-mail). This consent can be revoked at any time informally in writing or by e-mail.
- (7) QPM reserves the right to forward the contact data (name, e-mail address, telephone number) of newly registered basic users to a local partner for the purpose of a sales follow-up. The list of partners is published on <https://www.gradar.com/en/partners.html>
- (8) The partners are obliged to use the contact data only for individual, sales-oriented follow-ups and not to store the data in CRM systems or use it for mailing campaigns.

§ 6. Place of Jurisdiction and Applicable Law

- (1) If the client is merchant acc. to German law, the place of jurisdiction is Dusseldorf, Germany.
- (2) This contract is subject to German jurisdiction to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, (CISG, April 4th, 1980) and German international civil law.

Attachment 1: Scope of Operation and Pre-requisites of Use

§ 1. Technical Pre-requisites

- (1) gradar.com is a web-based application, thus the use requires a web-enabled end device as well as an internet connection on the side of the client.
- (2) The internet connection should meet current state of the art technical requirements in terms of stability and bandwidth.
- (3) To use the software, knowledge on using internet browsers, simple web applications and office software is required as well as a valid email account.
- (4) The client purchases a temporary user licence (Basic, Professional or Enterprise) and is provided with access data by QPM as the provider of the application. Access and use takes place by using an internet browser.

§ 2. Access

Access is enabled via an individual Login-ID (email address) and a password through an encrypted SSL connection to www.gradar.com.

§ 3. Updatemanagement

- (1) Updates of the gradar application will be published on the server in the case of technical or contentual necessity.

Attachment 2: Data Protection Provision for Contract Partners

Preamble

This annex details the obligations of the Parties related to the protection of data resulting from the scope of the processing of personal data on behalf as defined in detail in the Agreement DATUM. It shall apply to all activity within the scope of and related to the Agreement, and in whose context the QPM’s employees or subcontractors may come into contact with Client’s personal data.

§ 1. Scope, Duration and Specification as to Contract Data Processing on Behalf

The scope and duration as well as the extent and nature of the collection, processing and use of personal data shall be as defined in the Agreement. Processing on behalf shall include in particular, but not be limited to, the categories of personal data listed in the table below:

Elements of data processing

Category of data	Purpose of collection, processing or use of data	Subjects the data relates to
Company, name and email address	Access to job evaluation system on www.gradar.com	Users of the job evaluation system
Phone number	Sales follow-up and/or technical support	Users who have signed up for the job evaluation system
Email traffic	Customary email traffic	Users who register on gradar.com and communicate with the employees of QPM via email

Except where this annex expressly stipulates any surviving obligation, the term of this annex shall follow the term of the Agreement.

§ 2. Scope of Application and Distribution of Responsibilities

- (1) QPM shall process personal data on behalf of Client. The foregoing shall include the activities enumerated and detailed in the Agreement and its scope of work. Within the scope of the Agreement, Client shall be solely responsible for complying with the statutory data privacy and protection regulations, including, but not limited to, the lawfulness of the transmission to the QPM and the lawfulness of processing; Client shall be the »controller« in accordance with Article 4 no. 7 of the GDPR.
- (2) The Client's individual instructions to QPM on Contract Processing shall, initially, be as detailed in the Agreement. Company shall, subsequently, be entitled to, in writing or in a machine-readable format (in text form), modifying, amending or replacing such individual instructions by issuing such instructions to the point of contact designated by Supplier. Instructions not foreseen in or covered by the Agreement shall be treated as requests for changes to the statement of work. Company shall, without undue delay, confirm in writing or in text form any instruction issued orally.

§ 3. Supplier's Obligations and Responsibilities

- (1) Except where expressly permitted by Article 28 (3)(a) of the GDPR, QPM shall process data subjects' Data only within the scope of the statement of work and the instructions issued by Client. Where QPM believes that an instruction would be in breach of applicable law, QPM shall notify the Client of such belief without undue delay. QPM shall be entitled to suspending performance on such instruction until client confirms or modifies such instruction.
- (2) QPM shall, within QPM's scope of responsibility, organise supplier's internal organisation so it satisfies the specific requirements of data protection. QPM shall implement technical and organisational measures to ensure the adequate protection of client's data, which measures shall fulfil the requirements of the GDPR and specifically its Article 32. QPM shall implement technical and organisational measures and safeguards that ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services. Client is familiar with these technical and organisational measures, and it shall be client's responsibility that such measures ensure a level of security appropriate to the risk.

QPM reserves the right to modify the measures and safeguards implemented, provided, however, that the level of security shall not be less protective than initially agreed upon.

- (3) QPM shall support Company, insofar as is agreed upon by the parties, and where possible for QPM, in fulfilling data subjects' requests and claims, as detailed in chapter III of the GDPR and in fulfilling the obligations enumerated in Articles 33 to 36 of the GDPR.
- (4) QPM warrants that all employees involved in Contract Processing of Client's Data and other such persons as may be involved in Contract Processing within QPM's scope of responsibility shall be prohibited from processing Data outside the scope of the instructions. Furthermore, QPM warrants that any person entitled to process Data on behalf of Controller has undertaken a commitment to secrecy or is subject to an appropriate statutory obligation to secrecy. All such secrecy obligations shall survive the termination or expiration of such Contract Processing.
- (5) QPM shall notify Client, without undue delay, if QPM becomes aware of breaches of the protection of personal data within QPM's scope of responsibility.

QPM shall implement the measures necessary for securing Data and for mitigating potential negative consequences for the data subject; QPM shall coordinate such efforts with Client without undue delay.

- (6) QPM shall notify to Client the point of contact for any issues related to data protection arising out of or in connection with the Agreement.
- (7) QPM warrants that QPM fulfills its obligations under Article 32 (1)(d) of the GDP to implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- (8) QPM shall correct or erase Data if so instructed by Client and where covered by the scope of the instructions permissible. Where an erasure, consistent with data protection requirements, or a corresponding restriction of processing is impossible, Supplier shall, based on Client's instructions, and unless agreed upon differently in the Agreement, destroy, in compliance with data protection requirements, all carrier media and other material or return the same to Client.

In specific cases designated by Client, such Data shall be stored or handed over. The associated remuneration and protective measures shall be agreed upon separately, unless already agreed upon in the Agreement.

- (9) QPM shall, upon termination of Contract Processing and upon Client's instruction, return all Data, carrier media and other materials to Client or delete the same.
- (10) Where a data subject asserts any claims against Client in accordance with Article 82 of the GDPR, QPM shall support Client in defending against such claims, where possible.

§ 4. Client's Obligations

- (1) Client shall notify QPM, without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by Client in the results of QPM's work.
- (2) Section 3 para. 10 above shall apply, mutatis mutandis, to claims asserted by data subjects against QPM in accordance with Article 82 of the GDPR.
- (3) Client shall notify to QPM the point of contact for any issues related to data protection arising out of or in connection with the Agreement.

§ 5. Enquiries by Data Subjects

- (1) Where a data subject asserts claims for rectification, erasure or access against QPM, and where QPM is able to correlate the data subject to Client, based on the information provided by the data subject, QPM shall refer such data subject to Client. QPM shall forward the data subject's claim to Client without undue delay. QPM shall support Client, where possible, and based upon Client's instruction insofar as agreed upon. QPM shall not be liable in cases where Client fails to respond to the data subject's request in total, correctly, or in a timely manner.

§ 6. Options for Documentation

- (1) QPM shall document and prove to Client QPM's compliance with the obligations agreed upon in this exhibit by appropriate measures.
- (2) Where, in individual cases, audits and inspections by Client or an auditor appointed by Client are necessary, such audits and inspections will be conducted during regular business hours, and without interfering with QPM's operations, upon prior notice, and observing an appropriate notice period. QPM may also determine that such audits and inspections are subject to prior notice, the observation of an appropriate notice period, and the execution of a confidentiality undertaking protecting the data of other customers and the confidentiality of the technical and organisational measures and safeguards implemented. QPM shall be entitled to rejecting auditors which are competitors of QPM.

In order to assist the contractor in carrying out an inspection, QPM may charge a fee in the amount of one consulting daily rate. The time and effort involved in an inspection is generally limited to one day per calendar year for the Contractor.

- (3) Where a data protection supervisory authority or another supervisory authority with statutory competence for Client conducts an inspection, para. 2 above shall apply mutatis mutandis. The execution of a confidentiality undertaking shall not be required if such supervisory authority is subject to professional or statutory confidentiality obligations whose breach is sanctionable under the applicable criminal code.

§ 7. Subcontractors (further processors on behalf of Client)

- (1) QPM shall use subcontractors as further processors on behalf of Client only where approved in advance by Client.
- (2) A subcontractor relationship shall be subject to such consent of QPM commissioning further supplier or subcontractors with the performance agreed upon in the Agreement, in whole or in part. QPM shall conclude, with such subcontractors, the contractual instruments necessary to ensure an appropriate level of data protection and information security.

The contractually agreed services or the partial services described below are carried out by means of the following subcontractors:

Subcontractor name and address	Description of the individual deliverables
domainfactory GmbH, Oskar-Messter-Str. 33, D-85737 Ismaning	Webhosting the internet-based software „gradar the job evaluation engine“ on *.gradar.com as well as the company web page www.qpm.de and the email server.
TeamDrive Systems GmbH, Max-Brauer-Allee 50, D-22765 Hamburg	Server-drive for saving and synchronising all files QPM GmbH with end-to-end encryption on servers in Europe.
Duplexmedia GmbH & Co. KG, Talstraße 24, D-40217 Düsseldorf	Development and administration of the internet-based software „gradar the job evaluation engine“ on *.gradar.com
Björn Weinbrenner, Oppelner Str. 29, D-10997 Berlin	

- (3) Core and supporting processes are also documented in the procedural register.
- (4) QPM shall obtain Client’s consent prior to the use of new or the replacement of existing subcontractors. Client shall be entitled to withholding consent only for material reasons related to statutory data protection regulations.
- (5) Where Supplier commissions subcontractors, Supplier shall be responsible for ensuring that Supplier’s obligations on data protection resulting from the Agreement and this exhibit are valid and binding upon subcontractor.

§ 8. Obligations to Notify, Mandatory Written Form, Choice of Law

- (1) Where Client's data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in QPM's control, QPM shall notify Client of such action without undue delay. QPM shall, without undue delay, notify to all pertinent parties in such action, that any data affected thereby is in Client's sole property and area of responsibility, that data is at Client's sole disposition, and that Client is the responsible body in the sense of the GDPR.
- (2) No modification of this annex and/or any of its components – including, but not limited to, QPM's representations and warranties, if any – shall be valid and binding unless made in writing and then only if such modification expressly states that such modification applies to the regulations of this annex. The foregoing shall also apply to any waiver or modification of this mandatory written form.
- (3) In case of any conflict, the regulations of this annex shall take precedence over the regulations of the agreement. Where individual regulations of this annex are invalid or unenforceable, the validity and enforceability of the other regulations of this annex shall not be affected.
- (4) This annex is subject to the laws of the Federal Republic of Germany.

§ 9 Liability and damages

- (1) Client and QPM shall be liable to data subject in accordance with Article 82 of the GDPR.

Attachment 3: Technical and organisational measures for data protection in accordance with Article 32 of the GDPR

+++ as of 02/13/2018 +++

Access control to business premises of QPM GmbH:

- No public access
- Security locks

Access control to the data center of domainfactory GmbH:

- 24/7-Surveillance
- Additional CCTV for security parameters
- Multi-factor authentication

Access control

QPM GmbH

Technical Measures:

- Authentication with user-ID and password
- Use of anti-virus software
- Use of firewalls
- Encryption of storage devices
- Encryption of smartphones

Organisational Measures:

- Managed user permissions
- Password rules

gradar.com

Technical Measures:

- Authentication with user-ID and password
- Use of anti-virus software
- Use of firewalls

Organisational Measures:

- Managed user permissions
- Password rules

Access control

QPM GmbH

Technical Measures:

- Use of paper shredders
- Physical deletion of storage devices before re-usage
- Logging of access to applications, in particular when entering, changing and deleting data
- Encrypted data storage devices

Organisational Measures:

- Reduce the number of administrators to the minimum
- Password policies including changes and length
- User rights management by system administrators

gradar.com

Technical Measures:

- Logging of access to applications, in particular when entering, changing and deleting data
- Password encryption

Organisational Measures:

- Reduce the number of administrators to the minimum
- User rights management by system administrators
- Administration of company-specific access rights to the results of job evaluation by company administrators (Enterprise Edition)

Transfer control

QPM GmbH

Technical Measures:

- Encryption and password protection of single documents for the data transfer with clients
- Encrypted TeamDrive for administrative Client data with separate access rights
- Encrypted TeamDrive for project related Client data with separate access rights

gradar.com

Technical Measures:

- Access protection for the results of job evaluation in separate "organizational units" at user management level

Organisational Measures:

- Exchange of client data via encrypted connections
- Raising of employee awareness

Data entry control

QPM GmbH

Technical Measures:

- Logging of input, modification and deletion of data

Organisational Measures:

- Traceability of input, modification and deletion of data by individual username

Organisational Measures:

- Raising awareness among company administrators

gradar.com

Technical Measures:

- Logging of input, modification and deletion of data

Organisational Measures:

- Traceability of input, modification and deletion of data by individual username

Contractor control of QPM GmbH

Organisational Measures:

- Selection of the contractor under due diligence (in particular with regard to data security and technical competence)
- Written instructions to the contractor
- Ensuring the destruction of data after completion of the order
- Obligation of the employees of the contractor to data secrecy

Availability control

QPM GmbH

Technical Measures:

- Fire extinguishers
- Smoke detectors
- Instruments to monitor temperature and humidity on the business premises
- Protection sockets in the business premises

- Interruption-free power supply for local servers

Organisational Measures:

- Backup storage at a secure and external place via TeamDrive
- Data recovery tests
- Local servers not situated below sanitary installations

Availability control

gradar.com

Technical Measures:

- Protected subterranean location of the data center
- Fully air-conditioned rooms with state-of-the-art air circulation facilities
- Redundant power supply for the buildings
- Interruption-free / redundant power supply
- Emergency power supply by means of several diesel generators
- Use of preventive fire protection systems
- Direct connection to the DECIX node
- Direct connection to the Lambdanet network
- Direct connection to INXS node Munich
- Direct connection to TeliaSonera
- Own 10 Gbit backbone, peering with various vendors

Organisational Measures:

- Access control by means of personalized identification cards
- Interruption-free video surveillance of the interiors and interiors
- Network monitoring around the clock

Separation requirements

QPM GmbH

Technical Measures :

- Separation of administrative and project related client data on different TeamDrive spaces

Organisational Measures :

- Definition of access rights

gradar.com

Technical Measures :

- Separation of testing and live systems
- Software Design Pattern for automated limitation of data access
- Pseudonymised test data

Organisational Measures :

- Definition of access rights