



Data protection

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Data processing agreement

BEX /exceeding/boundless

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Client:

Supplier:

BEX Components AG
Gartenstrasse 97
73430 Aalen

1 Introduction

1.1 References

The European General Data Protection Regulation (GDPR) and applicable data protection laws serve as the data protection reference.

Terms are used as defined in this data protection reference.

2 Subject matter, duration, and details of processing

2.1 Subject matter and duration of order or contract

(1) Subject matter

The subject matter of the order arises from the product description.

The product description arises from the Supplier's individual confirmations of orders for the Supplier's services. The services typically include:

- the permission to use software solutions provided by BEX Components; and
- services (such as support and hosting).

(2) Duration

The duration of this order corresponds to the term of the currently valid order(s).

This agreement takes effect on the date of the last signature (including electronic confirmation).

Any earlier data protection agreements governing processing that may have been in effect are superseded by this agreement when it takes effect.

2.2 Specification of order or contract (details)

The subject of the processing, nature and purpose, and categories of data subjects can be found in the respective product description of the software product. These can be found in Section 12 as Appendix 1.

3 Scope and responsibility

- (1) The Supplier processes personal data on behalf of the Client. This includes activities set forth in detail in the contract and Service Agreement. Within the scope of this agreement, the Client is solely responsible especially for the legality of transmitting data to the Supplier. Both parties are responsible in their roles for the legality of data processing and for compliance with the statutory provisions of data protection laws.

- (2) The instructions are initially established by the contract and can then be modified, expanded, or replaced through individual instructions in written form or in an electronic format (text form) from the Client to the contact designated by the Supplier (individual instruction). Instructions not provided for in the contract shall be regarded as a request to modify the service. Oral instructions must be confirmed in written or text form without delay.

4 Obligations of Supplier

4.1 Obligations to follow instructions

- (1) The Supplier may process the Data of data subjects only within the scope of the order and the Client's instructions unless an exception as set forth in Art. 28(3) a) GDPR is present. The Supplier shall notify the Client without delay if the Supplier believes that an instruction violates applicable laws. The Supplier is entitled to delay carrying out the instruction until it is confirmed or modified by the Client.
- (2) The Supplier assures that the employee entrusted with processing the Client's Data and other persons working for the Supplier are prohibited from processing the Data beyond the scope of the Client's instruction. The Supplier furthermore assures that the persons authorized to process personal data have promised to maintain confidentiality or are subject to an appropriate legal obligation of secrecy. This obligation of confidentiality/secrecy continues even after the termination of the order.

4.2 Technical and organizational measures

- (1) The Supplier shall organize internal operations within its sphere of responsibility to satisfy the specific requirements for data protection. To provide appropriate protection of the Client's Data, the Supplier shall undertake technical and organizational measures necessary to satisfy the requirements of the General Data Protection Regulation (Art. 32 GDPR). The Supplier must undertake technical and organizational measures to ensure the long-term confidentiality, integrity, availability, and resilience of the processing systems and services. The Client is aware of these technical and organizational measures and confirms their adequacy for ensuring that they offer an adequate level of risk protection for the Data to be processed.
- (2) This must take into account the state of the art, the costs of implementation, and the nature, scope, and purposes of processing, as well as the varying likelihood and severity of the risk to the rights and freedoms of natural persons as defined in Art. 32(1) GDPR [details in Annex 2].
- (3) Before the processing commences, the Supplier shall document the execution of the necessary technical and organizational measures set out before the order was issued, specifically with regard to the detailed execution of the order, and shall present these documented measures to the Client for inspection. Upon acceptance by the Client, the documented measures become the basis of the order. Insofar as the inspection/audit by the

Client shows the need for amendments, such amendments shall be implemented by mutual agreement.

- (4) The technical and organizational measures are subject to technical progress and further development.
The Supplier is therefore permitted to implement alternative adequate measures as long as this does not reduce the security level of the established measures. Substantial changes must be documented.
- (5) The Supplier promises to comply with its obligations under Art. 32(1) d) GDPR and to implement a process for a regular efficacy review of the technical and organizational measures to ensure the security of the processing.

4.3 Rectification, restriction, and deletion of data

- (1) The Supplier may only rectify, erase, or restrict the processing of Data processed on behalf of the Client in response to the Client's documented instructions, not on the Supplier's own authority. If a data subject contacts the Supplier directly concerning a rectification, erasure, or restriction of processing, the Supplier shall forward the data subject's request to the Client without delay.
- (2) In special cases to be determined by the Client, such data storage media and other materials are stored or handed over. The associated compensation and protective measures shall be negotiated separately if not already specified in other contracts.

4.4 Other support obligations

- (1) The Supplier shall support the Client to the best of its abilities in satisfying the requests and demands of data subjects pursuant to Chapter III GDPR and in complying with its obligations set forth in Articles 32–36 GDPR.
- (2) The Supplier shall notify the Client without delay if it becomes aware of violations of the protection of the Client's personal data.
The Supplier shall take the necessary measures to protect the Data and mitigate any possible negative consequences for the data subjects and consult with the Client on such measures without delay.
- (3) The Supplier shall designate a Data Protection Officer for the Client who serves as a liaison for all data protection questions under the contract. This Data Protection Officer can be reached at dataprotection@bex.ag. The current contact information is easily accessible on the Supplier's website.
- (4) Data, data storage media, and all other materials must be surrendered or deleted after the end of the order if requested by the Client. Any additional costs incurred through differing or not yet defined specifications

during the surrender or deletion of the data shall be borne by the Client.

- (5) The Supplier shall support the Client in keeping records of processing activities as defined by Art. 30 GDPR.
- (6) The Supplier shall undertake appropriate measures to assess the impact of data protection pursuant to Art. 35 GDPR. The Supplier shall support the Client with the relevant information, especially on the results of the assessment, if it affects the processing that is the subject of this agreement.
- (7) The Client and Supplier shall work upon request with the regulatory authority to complete their tasks.
- (8) The Supplier shall notify the Client without delay of any controls and measures undertaken by the regulatory authority if they relate to this order. This applies even if a responsible authority in administrative or criminal proceedings relating to the processing of personal data investigates the Supplier's processing activities.
- (9) If the Client itself is subjected to a check by the regulatory authority, administrative or criminal proceedings, liability claims by a data subject or third party, or any other claim relating to the Supplier's processing, the Supplier must support the Client to the best of its abilities.

5 Obligations of Client

- (1) The Client shall act in accordance with the GDPR, in particular with regard to the instructions to the Supplier.
- (2) The Client must provide the Supplier with prompt and complete information of any errors or irregularities with regard to data protection provisions that the Client identifies in the results of order.
- (3) The Client shall promptly notify the Supplier in writing (email is sufficient) of the contact person responsible for all questions relating to data protection under this contract and shall also promptly notify the Supplier whenever this information changes.
- (4) The Client shall consider the impact that changes to its usage or extensions may have on this Agreement on Processing and notify the Supplier of such changes without delay. This can trigger changes in section 2.2.

6 Requests from data subjects

If a data subject turns to the Supplier with demands to rectify, delete, or provide data, the Supplier shall refer the data subject to the Client if a referral to the Client is possible based on the information provided by the data

subject. The Supplier shall forward to the data subject's request to the Client without delay. The Supplier shall support the Client to the best of its abilities when instructed.

7 Controls and documentation options

- (1) The Supplier shall use appropriate means to provide the Client with documentation of compliance with the obligations set forth herein.
- (2) To document compliance with the agreed obligations, the Supplier can provide the Client with the following information:
 - Performance of a self-audit
 - Information security certificate (such as ISO 27001)
 - Current attestations, reports, or report excerpts from independent authorities (internal or external auditors, data protection official, IT security department, data protection auditors)
 - Approved codes of conduct as defined by Art. 40 GDPR
- (3) The Supplier shall ensure that the Client can verify the Supplier's compliance with its obligations as defined by Art. 28 GDPR. The Supplier commits to provide the Client with the necessary information upon request and in particular to document implementation of the technical and organizational measures.
- (4) Any inspections by the Client or an auditor engaged by the Client that might prove necessary in a particular instance shall be conducted during normal business hours without disrupting business operations and only after giving adequate advance notice. The Supplier may make such inspections contingent on adequate advance notice and the signing of a statement of confidentiality regarding the data of other customers and the technical and organizational measures that have been put in place. The Supplier is entitled to veto the Client's appointment of an auditor who is in competition with the Supplier.
- (5) Should the inspection be undertaken by a data protection authority or any other sovereign regulatory authority of the Client, subsection 4 shall always apply accordingly. No statement of confidentiality is required if this regulatory authority is subject to a professional or legal confidentiality whose violation is punishable under the German Criminal Code.

8 Subcontractor (other processors)

- (1) Subcontractor relationships as defined here are services relating directly to the provision of the primary service. This does not include incidental services of which the Supplier avails itself, such as telecommunications

services, postal or transport services, maintenance and user services, or any other measures undertaken to ensure the confidentiality, availability, integrity, and resilience of the hardware and software of data processing systems. Even in the case of outsourced services, however, the Supplier is obligated to enter into appropriate and legal contractual arrangements and undertake controls to ensure the protection and security of the Client's Data. A subcontracting relationship requiring approval is present when the Supplier hires other contractors to perform, in whole or in part, a contractually defined service. The Supplier shall enter into agreements of an appropriate scope with these third parties to ensure that appropriate data protection and information security measures are taken.

- (2) The use of subcontractors as additional processors is permissible only with the prior consent of the Client. The Client hereby issues a "general written authorization" pursuant to Art. 28(2) GDPR for the Supplier to engage subcontractors.

The contractually agreed services or the partial services are to be carried out with the assistance of subcontractors. The current status can be found in Section 12 as [Annex 3 "Subcontractors"](#).

The Supplier shall notify the Client before making any changes involving the addition of subcontractors or the replacement of currently listed subcontractors.

- (3) The Client may object to the change – for cause – to the Supplier's designated contact within an appropriate period (of 6 weeks after receipt of the information). If no objection is raised within this period, the consent to the change shall be regarded as granted. If an objection is raised in due time, and if there is cause, and if the parties cannot agree on a solution within 4 weeks of receipt of the objection, both parties shall have a special right of termination for this and the part of the Service Agreement affected by this processing.
- (4) If the Supplier assigns orders to subcontractors, it is the responsibility of the Supplier to transfer its data protection obligations under this agreement to the subcontractor.
- (5) The Client's personal data may not be shared with the subcontractor and the subcontractor may not commence its activities until all the conditions for subcontracting defined herein for have been met.

9 Deletion and return of personal data

- (1) No copies or duplicates of the Data shall be created without the knowledge of the Client except for backup copies that may be needed to ensure proper data processing and data required to comply with data retention laws.
- (2) Upon completion of the contractually stipulated work, or earlier if requested by the Client – but no later than upon termination of the Service Agreement – all documents, all results derived from the processing and use of the data, and all data records relating to the contractual relationship that the Supplier has acquired must be surrendered to the Client or, after prior consent, destroyed in compliance with data protection laws. The same

applies to testing and scrap material. Documentation of this deletion must be presented upon request.

- (3) Documentation whose purpose is to demonstrate that data was processed properly and as requested must be retained by the Supplier in keeping with the appropriate data retention periods beyond the end of the contract term. The Supplier may hand over such data to the Client at the end of the contract term in discharge of its obligations.

10 Notification requirements, written form, choice of law

- (1) The Supplier must notify the Client without delay if the Client's Data held by the Supplier is in danger of being seized or confiscated or is threatened by insolvency or receivership proceedings or other events or measures of third parties. The Supplier shall promptly notify all persons responsible in such circumstances that the ownership of and sovereignty over the Data rests solely with the Client, who is the "controller" as defined the by General Data Protection Regulation.
- (2) Any amendment or addition to this Agreement on Processing and all its components – including any assurances of the Supplier – must be agreed to in writing, which may include electronic formats (text form), with an express reference indicating that it is an amendment or addition to these terms. This applies as well to any waiver of this requirement of written form.
- (3) Should any contradictions arise, the terms of this Agreement on Processing take precedence over any Service Agreement. Should individual parts of this Agreement on Processing be found invalid, this shall not affect the validity of the rest of the Agreement on Processing.
- (4) Liability caps, which may be stated in the general terms and conditions, are not effective for liability matters in data protection/data processing. There, the statutory provisions of the GDPR (in particular Art. 82) on liability take precedence.
- (5) These terms are subject to the laws of the Federal Republic of Germany.

11 Business terms

This agreement is subject to the obligations of collaboration and support agreed between the parties and set forth in law.

The Supplier shall support the Client without charge for a contingent of up to 8 person-hours per year in the following situations:

- The Supplier shall support the Client to the best of its abilities in satisfying the requests and demands of data subjects pursuant to Chapter III GDPR and in complying with its obligations set forth in Articles 32–36 GDPR.
- The Supplier commits to provide the Client with the necessary information upon request and in particular to document implementation of the technical and organizational

measures. The Supplier shall support the Client in conducting inspections/audits.

Once a year's contingent has been exhausted, the Client shall pay the Supplier's further costs for support services at the Supplier's hourly rate in effect at that time. This shall not apply if the Supplier is culpably responsible for the expenses incurred.

12 Attachments and references

Name of the attachment / reference	Description
Annex 1	<u>Specification of order or contract (details) depending on the product description of the used product</u>
Annex 2	<u>Technical and organizational measures of the Supplier</u>
Annex 3	<u>Subcontractors</u>

Supplier

City Aalen

Date 25.11.2025

Name/position Roland Thürmer / Executive Board

Signature 
BEX Components AG, Gartenstraße 97, 73430 Aalen
Phone +49 7141 999 39-0, Fax +49 7141 999 39-30
info@bex.ag | www.bex.ag

Client

Data protection contact of the Client (e.g. generic email address, see also section 5(3)):

City _____

Date _____

Name/position _____

Signature _____

City _____

Date _____

Name/position _____

Signature _____

Still have questions? No problem!

We are here for you:

Email:

dataprotection@bex.ag

Phone:

+49 7361 999 39 10

(Mon–Fri 8 am to 4 pm)

Or at any time under:

www.bex.ag

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