

# Exhibit 2

## - Data protection provisions - to the General Terms and Conditions.



### Smart Customer Master Data Management - UNISERV Provided Infrastructure ("UPI")

of Uniserv GmbH, Rastatter Str. 13, 75179 Pforzheim, Germany

Version: December 2014

#### 1. General

1.1. This Exhibit specifies the data protection obligations of the parties which arise from commissioned data processing on behalf, as stipulated in Smart Customer MDM Agreement (the "Agreement"). It applies to all activities performed in connection with the Agreement in which the staff of UNISERV ("Processor") or a third party acting on behalf of UNISERV may come into contact with Personal Data of the Customer. The term of this Exhibit shall follow the term of the Agreement.

1.2. "Personal Data" means any individual element of information concerning the personal or material circumstances of an identified or identifiable individual.

1.3. "Processing" Processing means processing of Personal Data on behalf, encompassing the storage, amendment, transfer, blocking or erasure of Personal Data by UNISERV acting on behalf of the Customer.

#### 2. Scope and responsibility

2.1. As far as UNISERV gains access to Customer's hard- and software (e.g. during CDH Managed Services - remote access), this is not intended to be a commercial processing or use of Personal Data by UNISERV. In fact, a transfer of Personal Data may only occur in exceptional circumstances and as a side-effect of the contractual obligations of UNISERV under the Agreement. Within the scope of the Agreement, Customer shall be solely responsible for complying with the statutory requirements relating to data protection, in particular regarding the transfer of Personal Data to UNISERV and the processing of Personal Data (acting as "responsible body" as defined in § 3 para. 7 BDSG").

2.2. Based on this responsibility, Customer shall be entitled to demanding the rectification, deletion, blocking and making available of Personal Data during and after the term of the Agreement.

2.3. The regulations of this Exhibit shall equally apply if testing or maintenance of automatic processes or of processing equipment is performed on behalf of Customer, and access to Personal Data in such context cannot be excluded.

#### 3. Obligations of UNISERV

3.1. UNISERV shall collect, process and use Personal Data only within the scope of Customer's instructions.

3.2. Within UNISERV's area of responsibility, UNISERV shall structure UNISERV's internal corporate organization to ensure compliance with the specific requirements of the protection of Personal Data. UNISERV shall take the appropriate technical and organizational measures to adequately protect Customer's Personal Data against misuse and loss in accordance with the requirements of the German Federal Data Protection Act (§ 9 BDSG).

3.3. Such measures hereunder shall include, but not be limited to,

3.3.1. Physical access control: the prevention of unauthorized persons from gaining access to Personal Data Processing systems;

3.3.2. Logical access control: the prevention of Personal Data Processing systems from being used without authorization;

3.3.3. Data access control: ensuring that persons entitled to use a Personal Data Processing system gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of processing or use and after storage, Personal Data cannot be read, copied, modified or deleted without authorization;

3.3.4. Data transfer control: ensuring that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified;

3.3.5. Entry control: ensuring the establishment of an audit trail to document whether and by whom Personal Data have been entered into, modified in, or removed from Personal Data Processing systems;

3.3.6. Control of in instructions ensuring that Personal Data Processed are Processed solely in accordance with the instructions;

3.3.7. Availability control: ensuring that Personal Data are protected against accidental destruction or loss;

3.3.8. Separation control: ensuring that Personal Data collected for different purposes can be processed separately, especially through different systems for different UNISERV own Processing, development and Processing systems of the Customer.

3.4. Upon Customer's request, UNISERV shall provide all information necessary for compiling the overview defined by § 4g para. 2 sentence 1 BDSG, as far as such information relates to the contractual obligations under the Agreement.

3.5. UNISERV shall ensure that any personnel entrusted with Processing Customer's Personal Data have undertaken to comply with the principle of data secrecy in accordance with § 5 BDSG and have been duly instructed on the protective regulations of the BDSG.

- 3.6. UNISERV shall notify to Customer upon request the contact details of UNISERV's data protection official.
- 3.7. UNISERV shall, without undue delay, inform Customer in case of a serious interruption of operations, suspicion of breaches of Personal Data protection, and any other irregularity in Processing Customer's Personal Data.
- 3.8. Customer shall retain title as to any carrier media provided to UNISERV as well as any copies or reproductions thereof. UNISERV shall store such media safely and protect them against unauthorized access by third parties. UNISERV shall, upon Customers request, provide to Customer all information on Customer's Personal Data and information. UNISERV shall be obliged to securely delete any test and scrap material based on an Instruction issued by Customer on a case-by-case basis. Where Customer so decides in individual and special circumstances, UNISERV shall hand over such material to Customer or store it on Customer's behalf.
- 3.9. UNISERV shall be obliged to audit and verify the fulfillment of the above-entitled obligations and shall maintain an adequate documentation of such verification.

#### **4. Obligation of Customer**

- 4.1. Customer and UNISERV shall be separately responsible for conforming with such statutory data protection regulations as are applicable to them.
- 4.2. Customer shall inform UNISERV without undue delay and comprehensively about any errors or irregularities related to statutory provisions on the Processing of Personal Data detected during a verification of the results of such Processing.
- 4.3. Customer shall be obliged to maintain the publicly available register as defined in § 4g para. 2 sentence 2 of the Germany Federal Data Protection Act.
- 4.4. Customer shall be responsible for fulfilling the duties to inform resulting from § 42a BDSG. Should such a duty to inform result from the contractual obligations under the Agreement, UNISERV shall support Customer in the fulfillment of such duty to a reasonable extent.
- 4.5. Customer shall, upon termination or expiration of the Agreement and by way of issuing an instruction, stipulate, within a period of time set by UNISERV, the measures to return data carrier media or to delete stored data. Any additional cost arising in connection with the return or deletion of Personal Data after the termination or expiration of the Agreement shall be borne by Customer. Any cost arising out of UNISERV's performance under Instructions outside the Agreement's scope of work shall be borne by Customer.

#### **5. Enquiries by data subjects to Customer**

Where Customer, based upon applicable data protection law, is obliged to provide information to an individual about the collection, processing or use of its Personal Data, UNISERV shall, where applicable and reasonable, assist Customer in making this information available, provided that:

- Customer has Instructed UNISERV's data protection officer in writing to do so, and
- Customer reimburses UNISERV for the costs arising from this assistance.

#### **6. Subcontractors**

- 6.1. UNISERV shall be entitled to subcontract UNISERV's obligations under the Agreement to third parties, subject to the requirements in sec. 6.2. herein.
- 6.2. Where UNISERV engages subcontractors, UNISERV shall be obliged to pass on UNISERV's contractual obligations hereunder to such subcontractors. Sentence 1 shall apply in particular, but shall not be limited to, the contractual requirements for confidentiality, data protection and data security stipulated between the parties of the Agreement. Customer shall be entitled, upon written request, to information about the essential content of the subcontract and the implementation of the data protection obligations by the subcontractor, and shall further be entitled to reasonably inspect the relevant contract documentation.
- 6.3. Non-EU subcontractors

To the extent UNISERV employs for the provision of the obligations in the Agreement subcontractors, that have their registered seat in countries other than the member states of the European Union or the European Economic Area (hereinafter „Non-EU Countries“, employed subcontractors located in such Non-EU Countries hereinafter „Non-EU Subcontractors“) the following applies: It is the general aim of this regulation to establish the necessary warranties for the protection of the personal rights of the affected individuals. Therefore, the parties agree:

- 6.3.1. Where UNISERV employs Non-EU Subcontractors for the provision of its obligations under the Agreement, UNISERV has entered into EU Model Clauses (Controller to Processor Clauses, published in the gazette of the European Union L39, dated 12 February 2010, p. 10 et seqq., hereinafter „EU Model Clauses“) with these Non-EU Subcontractors. As of the effective date of this Exhibit 2 "Data Protection Provisions", the scope of applicability of these EU Model Clauses is hereby extended to the Customer (i.e. as of the effective date of the Agreement, the EU Model Clauses apply directly not only between UNISERV and the relevant Non-EU Subcontractor, but also directly between Customer and the relevant Non-EU Subcontractor (the EU Model Clauses between Customer and Non-EU Subcontractor(s) hereinafter "Non-EU Contracts"). For the avoidance of doubt, UNISERV hereby declares that, where applicable and admissible under statutory law, UNISERV has been exempt from the restrictions of sec. 181 German Civil Code.
- 6.3.2. Furthermore, Non-EU Contracts are applicable to UNISERV as well, which is a party to such Non-EU Contracts, subject to the following: Since Customer, as the data exporter, has entered into the Agreement with UNISERV (as commissioned data processing according to sec. 11 Federal Data Protection Act, Bundesdatenschutzgesetz, BDSG, Art. 2e, 17 para. 3

EU Directive on Data Protection 95/46/EG and the respective national regulations implemented under this directive) and the data importers act as Non-EU Subcontractors for UNISERV, UNISERV is primarily responsible vis-à-vis the data exporter that the data importers fulfill their obligations as stipulated under the EU Model Clauses. For this purposes, UNISERV is subject to derived obligations to monitor and control the Non-EU Subcontractors and may besides their own control rights exercise the control rights stipulated in the Non-EU Contracts for the benefit of the data exporter. Data exporter remains obligated to monitor the exercise of such monitoring and control rights and may, at any time, exercise such rights itself with regard to the Non-EU Subcontractors.