dtms

Order processing agreement of dtms GmbH according to the GDPR

1. General

1.1 The following terms and conditions govern the contractual relationship established between dtms GmbH, Taunusstraße 57, 55118 Mainz (hereinafter referred to as "dtms" or the "Contractor") and the contractual partner (hereinafter referred to as the "Partner" or the "Client") with regard to the processing of personal data by dtms on behalf of the Partner as the Client within the meaning of Art. 4 No. 8 and Art. 28 of Regulation (EU) 2016/679 – General Data Protection Regulation (GDPR).

1.2 The provisions of this Agreement govern the rights and obligations of the Parties in connection with the processing of personal data. Insofar as the term "data processing" or "processing" (of data) is used in this Agreement, the definition of "processing" within the meaning of Art. 4 No. 2 of the GDPR shall apply.

1.3 Insofar as dtms is subject to special obligations laid down in Directive 2002/58/EC or the Data Protection Directive for Electronic Communications with regard to the processing of personal data within the meaning of Article 95 of the GDPR, the GDPR does not impose any additional obligations on dtms, so that an order processing agreement is not required; consequently, the provisions of this agreement do not apply in these cases.

2. Subject of the contract

2.1 The subject matter of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects are set out in Section 19.

2.2. The data accrue when using the services and/or products of dtms referred to in clause 19, insofar as the Partner has entered into a contractual relationship with dtms for one of the services and/or products referred to therein.

3. Rights and duties of the Partner

3.1 The Client is the controller, within the meaning of Art. 4 (7) GDPR, for the processing of data through the Contractor. Pursuant to section 4.6, the Contractor shall have the right to notify the Client if data processing which in its opinion is legally inadmissible is the subject of the order and/or an instruction.

3.2 As controller, the Client is responsible for safeguarding the rights of the persons concerned. The Contractor shall inform the Client without delay if data subjects assert their data protection rights against the Contractor.

3.3 The Client shall have the right to issue supplementary instructions to the Contractor regarding the type, scope and procedure of data processing. Written form is sufficient for instructions.

3.4 Regulations on the possible remuneration of additional expenses caused by supplementary instructions of the Client incurred by the Contractor shall remain unaffected.

3.5 The Client may appoint persons authorised to issue instructions. The Contractor shall be informed of any persons authorised to act as substitutes (written form is sufficient). In the event that the named persons authorised to give instructions to the Client change, the Client shall inform the Contractor of this at least in written form.

3.6 The Client shall inform the Contractor without delay if it discovers errors or irregularities in connection with the processing of personal data by the Contractor.

3.7 In the event that there is an obligation to inform third parties pursuant to Art. 33, 34 GDPR or any other statutory notification obligation applicable to the Client, the Client shall be responsible for compliance therewith.

4. General obligations of dtms

4.1 The Contractor shall process personal data exclusively within the framework of the agreements made and/or in compliance with any supplementary instructions issued by the Client. This does not apply to legal regulations which may oblige the Contractor to process the data in another way. In such a case, the processor shall communicate those legal requirements to the Client prior to the processing, unless the law in question prohibits such communication on the grounds of an important public interest. The purpose, type and scope of data processing shall otherwise be governed exclusively by this contract and/or instructions of the Client. The Contractor is prohibited from processing data in any other way, unless the Client has agreed to this in writing.

4.2 The Contractor undertakes to carry out data processing on behalf of others only in member states of the European Union (EU) or the European Economic Area (EEA).

4.3 In the area of the processing of personal data in accordance with the order, the Contractor warrants that all agreed measures will be carried out in accordance with the contract.

4.4 The Contractor shall be obliged to organise its company and its operating procedures in such a way that the data which it processes on behalf of the Client are secured to the extent necessary in each case and protected against unauthorised access by third parties. The Contractor shall coordinate with the Client in advance all changes in the organisation of the data processing in the order which are significant for the security of the data.

4.5 The Contractor shall inform the Client without delay if, in its opinion, an instruction issued by the Client violates statutory regulations. The Contractor shall be entitled to suspend the execution of the relevant instruction until it is confirmed or amended by the Client. If the Contractor can demonstrate that processing according to the Client's instructions may lead to liability on the part of the Contractor pursuant to Art. 82 of the GDPR, the Contractor shall be entitled to suspend further processing in this respect until the liability between the parties has been clarified.

4.6 The Contractor shall process the data which it processes on behalf of the Client separately from other data. Physical separation is not mandatory.

4.7 The Contractor may designate to the Client the person(s) authorised to receive instructions from the Client. If persons entitled to receive instructions are named, they shall be communicated to the Client (written form is sufficient). In the event that the persons communicated who are authorised to receive instructions change for the Contractor, the Contractor shall inform the Client of this at least in written form.

5. Data Protection Officer of dtms

5.1 The Contractor confirms that it has appointed a Data Protection Officer in accordance with Art. 37 GDPR. The Contractor shall ensure that the Data Protection Officer has the necessary qualifications and expertise. The contact details of the Contractor's Data Protection Officer can be viewed at https://www.dtms.de/en/data-protection-notice/ .

5.2 The obligation to appoint a Data Protection Officer in accordance with section 5.1 may be waived at the discretion of the Client if the Contractor can prove that it is not legally obliged to appoint a Data Protection Officer and the Contractor can prove that company regulations exist which guarantee the processing of personal data in compliance with the statutory provisions, the provisions of this Agreement and any further instructions of the Client.

6. Reporting obligations of dtms

6.1 The Contractor shall be obliged to notify the Client without delay of any infringement of data protection regulations or of the contractual agreements made and/or the Client's instructions issued in the course of the processing of data by the Contractor or other persons involved in the processing. The same applies to any violation of the protection of personal data processed by the Contractor on behalf of the Client.

6.2 Furthermore, the Contractor shall inform the Client without delay if a supervisory authority takes action against the Contractor pursuant to Art. 58 of the GDPR and this may also affect a control of the processing which the Contractor performs on behalf of the Client.

6.3 The Contractor is aware that the Client may be subject to a notification obligation pursuant to Art. 33, 34 of the GDPR, which provides for a notification to the supervisory authority within 72 hours of becoming aware of it. The Contractor shall support the Client in the implementation of the reporting obligations. The Contractor shall notify the Client in particular of any unauthorised access to personal data processed on behalf of the Contractor without delay, but at the latest within 48 hours of becoming aware of the access. The Contractor's notification to the Client shall contain the following information in particular:

• a description of the nature of the personal data breach, including, where possible, the categories and approximate number of individuals concerned, the categories affected and the approximate number of personal data records concerned;

• a description of the measures taken or proposed by the Contractor to remedy the personal data breach and, where appropriate, measures to mitigate its possible adverse effects.

7. Duties of dtms to cooperate

7.1 The Contractor shall support the Client in its obligation to respond to requests for the exercise of data subject rights pursuant to Art. 12-23 GDPR. The provisions of paragraph 11 shall apply.

7.2 The Contractor shall participate in the preparation of the lists of processing activities by the Client. He shall provide the Client with the information required in this respect in an appropriate manner.

7.3 The Contractor shall support the Client in complying with the obligations set out in Art. 32-36 of the GDPR, taking into account the type of processing and the information available to him.

8. Monitoring rights

8.1 The Client shall have the right to monitor the Contractor's compliance with the statutory provisions on data protection and/or compliance with the contractual provisions agreed between the parties and/or compliance with the Client's instructions at any time to the extent required.

8.2 The Contractor shall be obliged to provide the Client with information insofar as this is necessary to carry out the inspection within the meaning of section 8.1.

8.3 The Client may demand to inspect the data processed by the Contractor for the Client as well as the data processing systems and programmes used.

8.4 The Client may carry out the inspection within the meaning of Section 8.1 at the Contractor's premises during normal business hours after prior notification with a reasonable period of notice.

inspections are only carried out to the extent necessary in order not to disproportionately disrupt the Contractor's business operations as a result of the inspections.

8.5 In the event of measures taken by the supervisory authority against the Client within the meaning of Article 58 of the GDPR, the Contractor will be obliged, in particular with regard to information and control obligations, to provide the necessary information to the Client and to enable the respective competent supervisory authority to carry out an on-site inspection. The Client must be informed by the Contractor of any such planned measures.

9. Subcontracting relationships

9.1 The commissioning of subcontractors by the Contractor shall only be permissible with the approval of the Client in written form, unless such a subcontracting relationship already existed at the time of conclusion of the contract. The Contractor shall specify all subcontracting relationships already existing at the time of the conclusion of the Contract within the meaning of Clause 2.2 in accordance with Clause 20.2.

9.2 The Contractor shall carefully select subcontractors and check before commissioning that they are able to comply with the agreements made between the Client and the contractor. In particular, the Contractor shall check in advance and regularly during the term of the contract that the subcontractor has taken the technical and organisational measures required under Article 32 of the GDPR to protect personal data. The result of the inspection shall be documented by the Contractor and transmitted to the Client upon request.

9.3 The Contractor is obliged to obtain confirmation from the subcontractor that the latter has appointed an internal Data Protection Officer within the meaning of Article 37 of the GDPR. In the event that no Data Protection Officer has been appointed by the subcontractor, the Contractor shall point this out to the Client and provide information to the effect that the subcontractor is not legally obliged to appoint a Data Protection Officer.

9.4 The Contractor shall ensure that the provisions agreed in this contract and any supplementary instructions of the Client also apply to the subcontractor.

9.5 The Contractor shall conclude a contract processing agreement with the subcontractor which complies with the requirements of Article 28 of the GDPR. In addition, the Contractor shall impose the same personal data protection obligations on the subcontractor as are laid down between the Client and the Contractor. The Client shall be provided with a copy of the

Order Data Processing Agreement upon request.

9.6 The Contractor shall in particular be obliged to ensure by contractual provisions that the control authorisations pursuant to section 8 of the Client and of supervisory authorities also apply to the subcontractor and that corresponding control rights of the Client and supervisory authorities are agreed. It shall also be contractually agreed that the subcontractor shall tolerate these control measures and any on-site inspections.

9.7 Subcontracting relationships within the meaning of Sections 9.1 to 9.6 shall not include services which the Contractor engages from third parties purely as an ancillary service in order to carry out the business activity.

This includes, for example, cleaning services, pure telecommunication services without a concrete connection to services that the Contractor provides for the Client, postal and courier services, transport services, and security services. The Contractor is nevertheless obliged, including in the case of ancillary services provided by third parties, to ensure that appropriate precautions and technical and organisational measures have been taken to guarantee the protection of personal data. The maintenance and servicing of IT systems or applications constitutes a subcontracting relationship and contract processing within the meaning of Article 28 of the GDPR if the maintenance and testing concerns IT systems that are also used in connection with the provision of services for the Client and personal data that are processed on behalf of the Client can be accessed during the maintenance.

10. Confidentiality obligation

10.1 When processing data for the Client, the Contractor shall be obliged to maintain the confidentiality of data which it receives or becomes aware of in connection with the order. The Contractor undertakes to observe the same rules on the protection of secrets as are incumbent on the Client. The Client is obliged to inform the Contractor of any special rules on the protection of secrets.

10.2 The Contractor warrants that it is aware of the applicable data protection regulations and is familiar with their application. The Contractor further warrants that it has familiarised its employees with the data protection provisions applicable to them and has obliged them to maintain confidentiality. The Contractor further warrants that it has in particular obliged the employees engaged in the performance of the work to maintain confidentiality and has informed them of the Client's instructions.

10.3 The obligation of the employees pursuant to Clause 10.2 shall be proven to the Client upon request.

The Client shall ensure that the

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11. Safeguarding data subject rights

11.1 The Client is solely responsible for the protection of the rights of the data subjects. The Contractor is obliged to support the Client in its duty to process requests from data subjects in accordance with Art. 12-23 GDPR. The Contractor shall in particular ensure that the information required in this respect is provided to the Client without delay so that the Client can in particular comply with its obligations under Article 12 (3) of the GDPR.

11.2 Insofar as the cooperation of the Contractor is necessary for the protection of the rights of the persons concerned – in particular to information, correction, blocking or deletion – by the Client, the Contractor shall take the measures required in each case in accordance with the Client's instructions. The Contractor shall support the Client as far as possible with suitable technical and organisational measures in fulfilling its obligation to respond to requests for the exercise of data subjects' rights.

11.3 Regulations on any remuneration of additional expenses incurred by the Contractor due to cooperation services in connection with the assertion of rights of the persons concerned vis-à-vis the Client shall remain unaffected.

12. Secrecy obligation

12.1 Both parties undertake to treat all information received in connection with the performance of this contract as confidential for an unlimited period of time and to use it only for the performance of the contract. Neither party is entitled to use this information in whole or in part for purposes other than those just mentioned or to make this information available to third parties.

12.2 The aforementioned obligation does not apply to information which one of the parties has demonstrably received from third parties without being obliged to maintain confidentiality or which is publicly known.

13. Remuneration

The Contractor's remuneration is finally based on the contractual relationship entered into within the meaning of clause 2.2 for services and/or products of dtms, within the framework of which the data processing is carried out.

14. Technical and organisational measures for data security

14.1 The Contractor undertakes vis-à-vis the Client to comply with the technical and organisational measures required to comply with the applicable data protection provisions. This includes in particular the requirements of Article 32 of the GDPR.

14.2 The status of the technical and organisational measures existing at the time of the conclusion of the contract within the meaning of clause 2.2 results from the Technical and Organisational Measures (TOMs) available on the website at https://www.dtms.de/agb/.

The parties agree that changes to the technical and organisational measures may be necessary in order to adapt to technical and legal circumstances. The Contractor shall agree in advance with the Client on any significant changes that may affect the integrity, confidentiality or availability of the personal data. Measures that only entail minor technical or organisational changes and do not negatively affect the integrity, confidentiality and availability of the personal data can be implemented by the Contractor without consultation with the Client. The Client can view an up-to-date version of the technical and organisational measures taken by the Contractor at any time on the website at https://www.dtms.de/en/terms-and-conditions/ or request it from the Contractor.

14.3 The Contractor shall check the effectiveness of the technical and organisational measures it has taken on a regular basis and also when appropriate. In the event that there is a need for optimisation and/or modification, the Contractor shall inform the Client.

15. Duration of the order

15.1 The duration of the order shall extend over the term of the contractual relationship within the meaning of Clause 2.2.

15.2 The Client may terminate the agreement on data processing under the contract by way of these provisions at any time without notice if there is a serious breach by the Contractor of the applicable data protection provisions or of obligations under this contract, if the Contractor cannot or will not carry out an instruction of the Client or if the Contractor refuses access by the Client or the competent supervisory authority in breach of the contract.

16. Termination

16.1 After termination of the agreement on data processing on behalf of the Client by way of the present provisions, the Contractor shall return to the Client or delete, at the Client's discretion, all documents, data and processing or utilisation results in its possession which are related to the contractual relationship. If, taking into account all circumstances of the individual case and weighing the mutual interests of the parties, deletion is preferable, no return shall be made in the aforementioned sense. Deletion shall be documented in an appropriate manner. Any statutory retention obligations or other obligations to store the data remain unaffected.

16.2 The Client has the right to check the complete and contractual return and deletion of the data by the Contractor. This can also be done by an inspection of the data processing systems at the Contractor's premises.

The on-site inspection shall be announced by the Client with reasonable notice.

17. Right of retention

The parties agree that the defence of the right of retention by the Contractor within the meaning of Section 273 of the German Civil Code (BGB) is excluded with regard to the data processed and the associated data carriers.

18. Other provisions

18.1 If the property of the Client with the Contractor is endangered by measures of third parties (for example by seizure or confiscation), by insolvency proceedings or by other events, the Contractor shall inform the Client immediately. The Contractor shall inform the creditor without delay of the fact that these are data which are being processed on behalf of others.

18.2 Written form is required for ancillary agreements.

19. Subject matter and purpose of the processing

19.1 The order of the Partner as the Client to dtms as the Contractor may include the following work, services and/or products:

a) DialogControl & digicom

The following shall apply if the Contractor provides the DialogControl or digicom service for the Client. This call management system includes the functions of call routing and monitoring of calls to the Client's telephone numbers. These include among others

Routing options (e.g. origin, percentage, daytime/business hours) and waiting loop functions (e.g. dynamic or fixed, prioritisation, limitation), call recording and currently eleven types of statistics.

- Routing options (e.g. origin, percentage, daytime/business hours)
- Queuing functions (e.g. dynamic or fixed, prioritisation, limitation)
- Call recording
- and currently eleven different types of statistics (with anonymised participant data).

Via the online monitor, it is possible to view all information about active calls as well as important key figures of the waiting loops, groups, agents and service numbers at a glance. Within the call management system, the respective caller data are stored in the statistics of type

- "Single Connection" and the features
- "Last Agent Routing",
- "Last Queue Routing",
- "Call history" and
- "Address book"

are used. The incoming and outgoing calls of the respective subscriber, including their A call number, are stored in the statistics type "Single connection", which can be called up via the call management system.

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The call management system can use the A call number to check whether a call has already been made within a defined period (maximum 30 days). In the "Last Agent Routing" feature, a subscriber previously registered in this way can be reassigned the agent assigned in the previous call on the basis of his or her A call number, provided that the subscriber is logged on to the system at the time of the new call. In the "Last Queue Routing" feature, an immediate forwarding to the waiting loop of the previous routing destination is possible. In the "Call history" feature, the call history for each incoming call is displayed to the agent using the A call number via the call management system. In the "Address Book" feature, the data of a caller can be stored and retrieved in case of a new call. These data can also be used for outbound calls. Call recording only takes place technically via the call management system (recording and creation of voice files). The data are transmitted to an internal solution (idStorage) or to an SFTP server of the customer and stored there. Call recording data are not hosted and displayed via the call management system, but always from the respective storage location. In all other respects, reference is made to the additional description of services set out in the contract concluded between the Parties for the provision of the call management system.

b) Multichannel ACD

The following shall apply if the Contractor provides the Multichannel ACD service for the Client. The Multichannel ACD service regularly includes

- Announcement-dependent routing,
- Time-dependent routing,
- Percentage routing and
- On-hold functions as well as
- IVR menus,
- Mailbox and
- Call recording options.

The individually configurable online monitor allows the Client to always have an up-to-date overview of service hotlines, waiting loops and agent groups. Statistics can be retrieved online or sent automatically by e-mail. A graduated rights management allows any number of logins with individually assigned configuration, statistics and monitoring options. The functionalities of the Multichannel ACD also allow incoming calls to be routed to external headers and distributed via local ACD systems or the integrated CTI agent Client to distribute calls directly to different terminals. The agent Client has a queue monitor, records any pause and call reasons, and shows caller data and call history. The pre-designated call recording option as well as the associated screen recording can be controlled in the Multichannel ACD in the menu

via the modules Recording mode and Black-/Whitelist. The applications that may be recorded (whitelist) or not recorded (blacklist) on the user PC can be stored in the blacklist/whitelist, whereby one or more function blocks can be defined as required.

c) Prize draw

The following shall apply insofar as the Contractor provides the prize draw service for the Client. In the case of the prize draw service, the object and purpose of the order is the handling of a prize draw or raffle for the Client on a telecommunications platform of the Contractor. Participation is by telephone or SMS. The Contractor shall make the participant data available to the Client for the purpose of determining the winners. The measures of determining the winner, notifying the winner, dispatching the prizes or processing a cash prize are expressly not included. With regard to call recording for competitions, see point 1. e).

d) idStorage

The following applies if the Contractor provides the idStorage service for the Client. With idStorage, data, in particular voice files, which can originate from different applications of the Contractor (e.g. DialogControl), are stored. These voice files are stored on a file server (NAS) of the Contractor. Access to the data in idStorage or the login is carried out by the customer via an https-encrypted web frontend by entering user-specific access data. After logging in, the customer can listen to and/or download the data. Within the interface as well as the file names, A-call numbers are always displayed anonymously. If the storage capacity in idStorage ordered by the user is no longer sufficient, the oldest data will be deleted.

e) Call Recording

The following shall apply if a call recording is made for the Client in connection with a service or application of the Contractor. In addition to call recording via the call management system in idStorage or in an SFTP server of the customer, call recording can also take place in the case of competitions (e.g. when using online prize draws) or when using WebControl Media.

WebControl Media is an online tool for configuring, controlling or evaluating the service numbers and IVR applications used by the customer. *Online Gewinnerziehung* [Online winners draw] is an online tool to determine the winners of a prize draw. The storage of voice files when using WebControl Media or Online Winner Drawing takes place on a file server (NAS) of the Contractor. The customer logs in via an https-encrypted web frontend by entering user-specific access data. After logging in, the customer can listen to and/or download the data, whereby a random playback takes place when the winner is drawn.

In the case of IVR applications, which can be customised by the Contractor, the voice files generated in the application are made available by storing them on an SFTP server of the customer, via a telephone listening service by random playback of voice files (e.g. call recording) or as a so-called transcription service (sequential playback). Furthermore, access can take place via the online tools described above.

Within the scope of call recording, there is the possibility of transcribing the respective recordings (e.g. address data of competitions). The staff of a service provider transcribe the recordings and send the transcripts to the Client.

Within an IVR application, A-call numbers are always displayed anonymously.

f) Call centre service

The following applies if the Contractor also provides the Client with the use of a call centre, e.g. as part of the 118xy information service or in the entertainment sector, whereby the call centre service is not provided by the Contractor itself. The Contractor is not the operator of a call centre and also does not hold a share in the call centre used. The Client uses this call centre – provided by the Contractor and operated by a third party – to provide entertainment services (e.g. eroticism, astrology and/or to provide information to its subscribers who call its 118xy directory enquiry number. An additional service description with regard to the specific service is set out in the contract concluded between the parties for the provision of call centre services.

- Information 118xy:

The Contractor shall provide information services for the Client on the Client's behalf. For this purpose, incoming calls on the contractually agreed information numbers are forwarded to the Contractor. The callers are mainly given information about the telephone number of a person and/or company named by the caller. In addition, there is the basic option of connecting to special destinations at the request of the caller.

- Entertainment services:

In the erotic sector, a moderated adult entertainment service can be provided via the call centre, in which the operators in the call centre receive the preferences expressed by callers and, after identifying a suitable conversation partner, make a referral to this partner. Furthermore, it is possible for callers to listen to the profile speeches of potential conversation partners and to be automatically transferred to them at the touch of a button.

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In the case of astrology services, the callers hear the profile speeches of counsellors and can be automatically transferred to them at the touch of a button in order to receive life counselling by telephone. Callers also have the option of being transferred directly to an advisor by entering a PIN. This PIN was communicated in advance, for example via a website or by the counsellors in a previous conversation, so that a direct connection can be established.

The aforementioned entertainment services are mainly provided via 0900 numbers (premium services as defined in Section 3 (17c) of the German Telecommunications Act [TKG]), premium voice numbers (abbreviated dialling services as defined in § 3 No. 11b TKG) or keywords on 118xy numbers (directory enquiry services as defined in § 3 No. 11b TKG). It is also possible to use German-language entertainment services on a foreign premium service number.

g) Transcription services

in the case of call recordings, dtms uses a subcontractor for the transcription. This service can be booked optionally by the Client.

h) PeakControl

PeakControl is an IVR application with an associated online tool. The IVR application is controlled as an overflow destination of an ACD application if no registered contact centre agents are available. The caller is offered a callback by the contact centre via PeakControl. He will be asked to enter his complete A-number. If the complete A-number has already been transmitted, he/she is asked to give his/her consent to use for callback. In both cases, the A-number is stored on the IVR system.

Access or login to the online tool "Peak Control" is carried out by the dtms customer via an https-encrypted web frontend by entering user-specific access data. After logging in, the customer can use the menu item "Callback Monitor" to view all callbacks made for him by the Peak Control System. Among other things, the complete A-number is output (for the purpose of establishing contact in the event of unsuccessful connection attempts, for example).

i) Customer feedback

Customer Feedback is an IVR application with an associated online tool. The IVR application is used to query customer ratings by telephone on questions defined by the dtms customer. In certain question/answer combinations, an announced, free speech by the caller can follow (leave a free opinion). The customer rating and the audio (if recorded) are made available to the dtms customer via the online tool "Customer Feedback". The A-number (anonymous, if the caller has activated call number suppression) is also provided.

Access or login to the online tool "Customer feedback" is provided by the dtms customer via an https-encrypted web front-end by entering user-specific access data.

j) WebControl Media

WebControl Media is an IVR application with an associated online tool. Via the online tool, dtms customers can configure and activate telephone competitions (for their service numbers) on an IVR basis. In this context, audio can be generated during prize games, e.g. when callers / participants leave their name and address for the purpose of prize notification. These audios can be listened to and downloaded via the online tool "WebControl Media" by the dtms customer (for the purpose of prize notification). The complete A-number is only transmitted and stored if it has been transmitted by the A-participant. Access or login to the online tool "WebControl Media" is carried out by the dtms customer via an https-encrypted web front by entering user-specific access data.

k) Click2Call

Click2Call is an IVR application where subscribers can request a callback on a dtms customer website via a web widget (website plugin). Here, the entry of the complete A-number (for the purpose of callback) must be entered. The IVR application initiates a call set-up to the Contact Centre (of the dtms customer) and to the A-subscriber after the A-subscriber has entered the callback number and requested a callback.

l) Junk Call Protection

Junk Call Protection is an IN application where dtms customers can maintain a so-called blacklist for their service numbers. By entering certain digits on the telephone keypad of the B subscriber (e.g. the contact centre of the dtms customer), the transmitted A number of the caller is blocked for a certain period (max. 7 days) in the Intelligent Network (IN) of dtms. This is to avoid unwanted calls (junk calls), e.g. to freephone numbers.

m) SMS and fax transmission

The Client shall provide the Contractor with lists of telephone numbers to which an SMS or fax is to be sent, together with further dispatch information (bulk/mass dispatch). If advertising is sent, it is the responsibility of the Client to obtain and document the legally required consent of the participant. The Contractor shall only undertake the technical dispatch and the evaluation thereof.

n) AI products

AI products are software for categorising or classifying unstructured text content. The AI software automatically analyses the text content and assigns it to the predefined categories. The categorisation of the text content serves to improve the customer dialogue. The software is provided by dtms to the Client based on an IT platform and can be administered by the Client. dtms provides the software and takes over the care and maintenance of the software. If the Client provides the

internally stored customer correspondence to dtms for training purposes of the AI, this is done in anonymised form.

o) Consulting & Development

The consulting and development service is an individual service of the Contractor, which results from the service description of the respective contract concluded. If personal data are processed in the course of this service and clause 1.3 does not apply, the provisions of this contract shall also apply.

19.2 The following types of data are regularly the subject of processing:

- TKG data (inventory, traffic, location and usage data, individual connection data within the meaning of the Telecommunications Act (TKG))
- Communication data (e.g. CDR data, telephone data)
- Planning and control data related to telecommunication routing
- Data from customer feedback including associated voice data (e.g. voice files)
- Information
- Conversation history
- Billing data
- Performance, address and customer data

19.3 The following group of persons affected by the data processing regularly exists:

- Employees
- Interested parties
- Contact persons
- Shareholders
- Customers
- Subscribers pursuant to 3 (20) of the TKG
- Suppliers

20. Subcontractor

20.1 For the processing of data on behalf of the Client, the Contractor shall use the services of third parties who process data on its behalf ("subcontractors").

20.2 The relevant subcontractors for the services and/or products for which a contractual relationship within the meaning of section 2.2 exists shall be communicated to the Client upon request (written form is sufficient).

20.3 The Contractor and the respective subcontractor have concluded a contract on the processing of data on behalf of the Contractor pursuant to Art. 4 No. 8 and Art. 28 GDPR. Reference is made to this agreement with regard to the processing of data as a subcontractor.