Data Processing Agreement

1   **Preamble**

1.1   STILL GmbH, Berzeliusstraße 10, 22113 Hamburg, Germany ("**STILL**") provides software solutions under the name "STILL Digital Services" that allow various information about industrial trucks and intralogistics devices to be brought together, managed and evaluated, in particular the online platform "STILL Smart Portal" (together "**STILL Digital Services**").

1.2   This "Data Processing Agreement" ("**DPA**") is concluded between STILL as the processor and the company named in the underlying Contract ("**Contract**") for STILL Digital Services ("**Customer**") as the controller. STILL and the Customer are hereinafter also referred to individually as "**Party**" and together as the "**Parties**".

1.3   This DPA governs the Parties' data protection obligations with regard to the protection of the Customer's personal data.

2   **Definitions**

     The definitions of the GDPR apply accordingly to the terms used in this DPA.

3   **Subject of this DPA and Term**

3.1   The subject of this DPA is STILL's obligations with regard to the Customer's personal data that STILL processes on behalf of the Customer.

3.2   The provisions of this DPA do not apply if and insofar as STILL is not to carry out any processing activities with regard to the Customer's personal datS. In this case, the Customer shall ensure that his personal data is sufficiently isolated from STILL.

3.3   The Customer is solely responsible for assessing the lawfulness of the processing of personal data and safeguarding the rights of the data subjects. (For further obligations of the Customer see in particular Section 7). STILL shall inform the Customer immediately if it is of the opinion that an instruction violates applicable law.

4   **Subject Matter, Nature and Extent of Processing; Place of Processing**

4.1   STILL processes the Customer's personal data in the manner, to the extent and for the purpose of providing and delivering STILL Digital Services, as described in Appendix 1. The provisions of this DPA do not extend, but only specify STILL's obligations.

4.2   Further specifications may be the subject of the Customer's instructions (see Section 5).

4.3   STILL processes the personal data for the purpose of providing and rendering the other services of STILL Digital Services to the extent contractually agreed between the Parties and in compliance with the provisions of this DPA. STILL may not process the personal data for other purposes and in particular may not transfer the personal data to third parties or disclose it to other recipients without the Customer's prior express instructions, unless otherwise stated in this DPA.

4.4   Processing in accordance with this DPA is limited to the territory of the European Union and the EEA, unless otherwise stated in the Appendix/Appendices to this DPA.

4.5   This DPA begins with the processing of personal data on behalf of the Customer by STILL and ends with the termination thereof.

5   Customer Instructions; Rights of Data Subjects; Data Protection Impact Assessment

5.1   STILL processes personal data only on the instructions of the Customer. If a data subject contacts STILL directly, STILL shall immediately inform the Customer in text form and request instructions on how to proceed. The Customer alone decides on the deletion and correction of the data processed as well as on information to data subjects.

5.2   If the Customer carries out a data protection impact assessment, STILL shall support it on instruction to the extent reasonable and necessary, including in any prior consultations with the competent supervisory authority.

5.3   The Customer shall issue instructions in writing, by fax or by e-mail. In exceptional cases, the Customer shall confirm verbal instructions immediately in writing or in text form.

5.4   STILL shall inform the Customer immediately in text form if STILL is of the opinion that an instruction of the Customer violates data protection regulations or is not only insignificantly incorrect, incomplete, contradictory or not legally or technically feasible. Together with this information STILL expressly requests the Customer in text form to declare immediately whether STILL should nevertheless follow the instruction or continue the processing without taking the instruction into account until the Customer has checked the information and decided further.

6   Notification Obligations and Other Obligations of the Processor

6.1   The Customer may be subject to notification obligations in the event of a personal data breach (see Section 7.2). If STILL suspects or becomes aware of a personal data breach, STILL shall inform the Customer immediately. Exceptions to this are failures of the measures mentioned in Appendix 2, insofar as these do not or cannot result in a breach of Customer's personal data.

6.2   The Customer may request support from STILL, to the extent reasonable and necessary, in fulfilling reporting and notification obligations and in implementing the obligation to respond to requests from data subjects exercising their rights under Chapter 3 of the GDPR by taking appropriate technical and organizational measures in view of the nature of the processing.

6.3   If a data subject contacts STILL with requests for rectification, erasure or access, STILL will refer the data subject to the Customer, provided that the data subject can be assigned to the Customer according to the information provided by the data subject. STILL shall immediately forward the request of the person concerned to the Customer. STILL shall support the Customer within the scope of its possibilities upon instruction. STILL is not liable if the request of the person concerned is not answered, not answered correctly or not answered on time by the Customer.

7   Customer Obligations

7.1   The Customer shall inform STILL immediately if he discovers errors or irregularities when checking the result of the processing.

7.2   The Customer is obliged to inform the supervisory authority, or the persons affected by a personal data breach in accordance with Articles 33 and 34 of the GDPR.

7.3   The Customer shall provide STILL with the specifications for deletion and retention periods and their implementation (see Section 13.2).

8   Data Protection Officer

8.1   STILL has appointed a data protection officer ("**DPO**"). The contact details are as follows: KION GROUP AG, Thea-Rasche-Strasse 8, 60549 Frankfurt am Main, Germany, +49 69 20 110 7648, dataprivacy@kiongroup.com. STILL will notify the Customer if any changes occur or are imminent in this respect.

8.2   The Customer has named a data protection officer or – insofar as the Customer is not obliged to name a data protection officer and has not named or appointed one – has named a person to STILL who has corresponding responsibilities and tasks at the Customer. Without express request by STILL, the Customer shall notify STILL if changes occur or are imminent in this respect.

8.3   Insofar as the Customer is obliged to appoint a representative within the meaning of Art. 27 of the GDPR, he shall inform STILL of the identity of the representative. Without express request by STILL, the Customer shall inform STILL if changes occur or are imminent in this respect.

9   STILL Subordinates

9.1   STILL shall only use persons subordinate to it for processing in accordance with this DPA who are bound to confidentiality in a documented manner and who have been familiarized in advance with the legal provisions on data protection relevant to them and to the processing activities on behalf of the Customer.

9.2   STILL shall ensure that all persons subordinate to it who have access to the Customer's personal data to be processed only process them within the scope of and in accordance with the Customer's instructions and the provisions of this DPA. Excluded from this are only processing activities in individual cases, in particular data transfers that are required by law under Union law or the law of the EU member state to which STILL is subject. To the extent permitted by law, STILL shall inform the Customer of such transfers, if possible before the data transfer takes place.

10   Security of Processing

10.1   STILL shall take technical and organizational measures to ensure an appropriate level of security for the protection of personal data, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing determined by the Customer as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons (risk analysis). STILL warrants to take all technical and organizational measures necessary in accordance with Art. 32 of the GDPR and to implement them in such a way that the processing is carried out in accordance with the GDPR and the rights of the data subjects are protected.

10.2   When assessing the appropriate level of security, STILL takes into account the risks associated with the processing of the Customer's personal data, in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to the Customer's personal data.

10.3   STILL updates and adapts the technical and organizational measures in its safety concept to the respective state of the art, whereby they may not fall below the safety and protection level as defined in this DPA (in particular Appendix 2).

10.4   STILL documents the technical and organizational measures in accordance with this DPA in detail in Appendix 2. STILL keeps the documentation up to date and documents significant changes.

10.5   The technical and organizational measures in Appendix 2 are deemed to be approved and required upon conclusion of the Contract; they correspond to the entirety of the requirements to which the Customer is subject.

10.6   The Customer is responsible for ensuring that the technical and organizational measures provide a level of data protection appropriate to the risks of the personal data to be processed. STILL supports the Customer within the scope of this responsibility in

ensuring the security of the processing, namely by identifying, implementing, testing and maintaining suitable technical and organizational measures. If the Customer's risk analysis leads to a result that deviates from STILL's risk analysis, the Customer is entitled to negotiate with STILL about the adjustment of the security measures. If no agreement is reached, both Parties have the right of termination with a notice period of two (2) weeks.

11   Controls

11.1   The Customer is entitled to monitor the provision of services by STILL with regard to the Customer's personal data and compliance with the provisions of this DPA, in particular the technical and organizational measures to ensure the security of processing (see section 10 and Appendix 2) in accordance with Sections 11.2 -11.3.

11.2   The Customer has the right to check compliance with the DPA, in particular compliance with the security of processing, by means of on-site inspections at STILL's business premises announced in text form two (2) weeks in advance during normal business hours from 9 am to 6 pm or to have them checked by an external auditor who is subject to statutory or contractual confidentiality obligations. This restriction for the Customer does not apply in urgent cases (e.g. in case of suspicion of more than insignificant violations of these DPA on the part of STILL).

11.3   The Customer shall ensure that on-site inspections do not lead to a disproportionate disruption of business operations or a breach of the confidentiality of personal data of STILL's other customers. Accordingly, STILL shall ensure that its performance of services and fulfillment of obligations with regard to processing can be monitored.

12   Other Processors (Sub-Processors)

12.1   STILL is entitled to use other processors (sub-processors) to provide its services. If it cannot be ruled out that these sub-processors will have access to the Customer's personal data, STILL may only commission the sub-processors and allow access to the Customer's personal data if STILL has informed the Customer in text form about the points in Section 12.2, has given the Customer the opportunity to object (see Section 12.3) and the Customer has not objected within the objection period of 14 days. The sub-processors listed in the appendix and working for STILL at the time of the conclusion of the contract are deemed approved.

12.2   The information provided by STILL in accordance with Section 12.1 must contain at least the following in concrete and detailed form:

12.2.1   the identity of the sub-processors,

12.2.2   the specific services that the sub-processor is to provide for STILL,

12.3 The Customer is entitled to object to the commissioning of a sub-processors in text form within 14 days of receipt of the information according to Sections 12.1 -12.2. In the event of such an objection, STILL is entitled to extraordinarily terminate this DPA and the provision of services, insofar as the service of the sub-processor cannot reasonably be provided by STILL itself.

12.4 If and insofar as the sub-processor gains access to the Customer's personal data, STILL is obliged to agree a written data processing agreement with the sub-processor before the Customer's personal data is made accessible for the first time, which imposes corresponding obligations on the sub-processor, as regulated in this DPA.

12.5 Insofar as a sub-processor of STILL processes personal data from the Customer's area of responsibility in third countries, STILL will conclude the EU standard contractual clauses for the transfer of personal data to third countries with the sub-processor in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (MODULE THREE: Processor-to-Processor) and ensure that the sub-processor is able to fulfill its contractual obligations. If this is not the case, STILL and the sub-processor will take additional measures to ensure that the agreed level of data protection can actually be complied with.

13 Return and Deletion

13.1 After completion of the processing activities or earlier at the Customer's request, STILL is obliged to return or delete all personal data, data carriers, databases, documentation and other materials of the Customer as well as all work results of the processing (including drafts and preliminary stages) to the Customer or to delete or return them at the Customer's discretion.

13.2 STILL is not required to maintain its own deletion concept. STILL is not obliged to delete data unless this is contrary to legal requirements, e.g. STILL has a statutory storage or retention obligation under EU or Member State law or an expressly deviating agreement on the storage or deletion of personal data has been made with the Customer. STILL logs the deletion.

14 Liability

If a data subject asserts a claim for damages against one of the Parties due to processing in accordance with this DPA, Art. 82 GDPR shall apply to the liability of the Parties towards each other. In all other respects, the provisions of the Contract regarding the liability of the Parties for claims for damages shall apply.

Appendix 1: still.eu/ssp (Smart Portal ROPA)

Appendix 2: still.eu/ssp (Smart Portal TOMS)