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## Nutzungsbedingungen

### Governikus COM Vibilia

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Governikus COM Vibilia, Version 10.17.3



## **Nutzungsbedingungen Governikus COM Vibilia**

Bitte lesen Sie diese Nutzungsbedingungen sorgfältig, bevor Sie die Standardsoftware Governikus COM Vibilia (nachfolgend "Software" genannt) installieren. Falls die unten aufgeführten Voraussetzungen für die Nutzung der Software auf Sie, bzw. ihren Arbeitgeber nicht zutreffen, sind Sie nicht berechtigt, die Software zu installieren oder zu verwenden.

Die Software ist urheberrechtlich geschützt und ausschließliches Eigentum der Governikus GmbH & Co. KG (nachfolgend Governikus KG genannt).

Diese Nutzungsbedingungen gelten für alle Editionen der Standardsoftware Governikus COM Vibilia

Zur Nutzung der Software ist berechtigt, wer von der Governikus KG bzw. von einem zur Nutzungsüberlassung berechtigten Dritten eine Lizenz erworben hat oder wer aufgrund des Beitritts zum Projekt "Pflege Governikus" zur Nutzung berechtigt ist. Solch ein Vertrag regelt die Nutzung aller zugehörigen Medien, gedruckten Materialien und Dokumentationen im "Online"- oder elektronischem Format. Die Software umfasst auch sämtliche Updates und Ergänzungen zu der ursprünglich von der Governikus KG überlassenen beziehungsweise bereitgestellten Software.

Die vorliegenden Nutzungsbedingungen erläutern den rechtlichen Rahmen für die Nutzung der Software in dem jeweiligen Release-Stand.

Sollten Sie eine modifizierte Version von Governikus COM Vibilia installieren, gelten die vorliegenden Nutzungsbedingungen nur, soweit die besonderen Nutzungsbedingungen dieser Versionen, nicht eine speziellere Regelung enthalten. Grundsätzlich gelten die vorliegenden Nutzungsbedingungen ergänzend zu den besonderen Nutzungsbedingungen.

## **1 Nutzungsberechtigung aufgrund des Erwerbs einer Lizenz**

### **Nutzungsberechtigung aufgrund des Erwerbs einer Lizenz von der Governikus KG oder von einem zur Lizenzüberlassung berechtigten Dritten**

Soweit keine abweichenden vertraglichen Vereinbarungen zwischen der Governikus KG und Ihnen getroffen wurden, gelten für die Nutzung der Software die "Ergänzenden Vertragsbedingungen für die zeitlich unbefristete Überlassung von Standardsoftware" (EVB-IT Überlassung Typ A). Wurde abweichend hiervon eine zeitlich befristete Überlassung der Software vereinbart, gelten die "Ergänzenden Vertragsbedingungen für die zeitlich befristete Überlassung von Standardsoftware" (EVB-IT Überlassung Typ B).

Für den Fall der Nutzung der Software gemeinsam mit dem Elektronischen Gerichts- und Verwaltungspostfach (EGVP), weisen wir darauf hin, dass das EGVP-Programm nicht durch die Governikus KG, sondern durch die Bundesrepublik Deutschland vertreten durch die am EGVP-System teilnehmenden Gerichten und Behörden zur Nutzung überlassen wurde. Die Nutzung der Software wird davon nicht berührt, so dass diese Nutzungsbedingungen hierfür einschlägig sind.

## **2 Nutzungsberechtigung aufgrund des Beitritts zum Projekt "Pflege Governikus"**

Die öffentliche Verwaltung in Deutschland, nämlich Bund, Länder und Kommunen haben sich in der Gemeinschaft "Pflege Governikus" zusammengeschlossen. Soweit ein Beitritt zu der Gemeinschaft "Pflege Governikus" erfolgt ist, wurde allen Stellen der beigetretenen Länder, Gemeinden und Gemeindeverbände sowie dem Bund, die auch zur Nutzung von Governikus berechtigt sind, ein nicht ausschließliches und nicht übertragbares, zeitlich unbegrenztes Nutzungsrecht an der Standardsoftware "Governikus COM Vibilia " eingeräumt. Dies gilt für die Standard-Edition COM Vibilia.

Dies gilt nicht für die besonderen Editionen von COM Vibilia wie etwa

- a) COM Vibilia eBO Edition
- b) COM Vibilia Starter Edition
- c) COM Vibilia REST Edition
- d) COM Vibilia StB Edition

### 3 Nutzungsrechte

1. Soweit keine abweichenden vertraglichen Vereinbarungen zwischen der Governikus KG und dem Lizenznehmer getroffen wurden, bilden die vorliegenden Nutzungsbedingungen rechtlichen Rahmen für die Nutzung der Standardsoftware Governikus COM Vibilia.
2. Governikus COM Vibilia sowie dazugehörige Medien, gedruckte Materialien und Dokumentationen – im elektronischen oder „online“- Format – (im Folgenden „Software“ genannt) sind ausschließliches Eigentum der Governikus KG.
3. Allein für die COM Vibilia Starter Edition gilt, dass die Governikus KG berechtigt ist, die entgeltfreie Nutzung der Software jederzeit nach einer Ankündigungsfrist von wenigstens drei Monaten zu beenden. Dies kann dadurch erfolgen, dass die Governikus KG die Funktionalitäten der Software weiter einschränkt und/oder den Download-Server abstellt. Dabei wird zunächst die Funktion des Versendens von Nachrichten deaktiviert, sodass für eine Übergangszeit das Empfangen und Lesen von eingehenden Nachrichten möglich bleibt. Nach dieser Übergangszeit von wenigstens drei Monaten werden auch dieser Funktionen deaktiviert. Weiter gilt allein für die COM Vibilia Starter Edition, dass die Governikus KG die Anzahl der versendbaren Nachrichten beschränken kann.
4. Die Governikus KG stellt den für die Nutzung der Validierungsfunktion erforderlichen Validierungsdienst über das Internet zur Verfügung. Die Governikus KG behält sich vor, die in der Software angegebenen Adressinformationen des Validierungsdienstes wie Hostname, Port und Pfad, von Zeit zu Zeit zu ändern, wenn dies technisch notwendig ist. Über solch eine Veränderung wird die Governikus KG auf ihren Webseiten informieren und dort die aktuelle URL mitteilen.
5. Die Software nutzt die im nachfolgenden Kapitel aufgelisteten Softwareprodukte von Drittherstellern („3rd Party Software“). Diese unterliegen gesonderten Nutzungsbedingungen.
6. Sondernutzungsbedingungen

Zusätzlich zu den oben aufgeführten Bestimmungen gelten die in dieser Ziffer 6 aufgeführten Sondernutzungsbedingungen für den Fall, dass der Nutzer die Software

  - a) außerhalb der in Ziffer 3 beschriebenen Governikus Pflege gegen ein Entgelt
  - aa) direkt von der Governikus KG oder
  - bb) von einem Vertriebspartner der Governikus KG entweder einzeln oder in einem Produktpaket

erworben oder

b) als Demo-Version erhalten hat.

#### 6.1. Nutzung

6.1.1. Die Governikus KG versichert, dass die Governikus KG Rechtsinhaberin der erworbenen Software ist. Diese Software ist urheberrechtlich geschützt. Mit dem Recht zur Nutzung der Software wird ein einfacher Anspruch auf Überlassung eines Anwendungshandbuchs gewährt.

6.1.2. Mit der Überlassung der Software räumt die Governikus KG dem Kunden das Recht ein, die Software unter den hierin angegebenen Sondernutzungsbedingungen zu nutzen. Eine weitergehende Nutzung oder Verwertung ist ausgeschlossen.

6.1.3. Nutzung der Software ist jedes dauerhafte oder vorübergehende, ganze oder teilweise Vervielfältigen der Software durch das Speichern, Laden, Ablaufen oder Anzeigen zum Zwecke der Ausführung des Programms und Verarbeitung von in der Software enthaltenen Daten durch den Computer. Der Kunde ist auch berechtigt, die genannten Handlungen zum Zwecke der Beobachtung und Untersuchung sowie zum Test der Software auszuführen.

6.1.4. Die Software darf geändert oder bearbeitet werden, soweit dies zur bestimmungsgemäßen Nutzung, zur Verbindung der Software mit anderen Programmen und zur Fehlerkorrektur notwendig ist. In der Software enthaltene Firmennamen, Warenzeichen, Copyright-Vermerke und sonstige Vermerke über Rechtsvorbehalte dürfen nicht geändert werden und sind in geänderte oder bearbeitete Fassungen der Software zu übernehmen. In diesem Fall ist der Copyright-Vermerk von der Governikus KG um einen entsprechenden Hinweis zu ergänzen, der die vorgenommene Änderung und deren Urheber erkennen lassen.

6.1.5. Sofern der Quellcode der Software nicht offenliegt, ist eine Rückübersetzung des Programmcodes (Dekompilieren) nur unter den gesetzlichen Beschränkungen gemäß § 69 e UrhG zulässig. Weitergehende Rückübersetzungen sind ausgeschlossen.

6.1.6. Der Kunde ist berechtigt, von der Software eine Sicherungskopie herzustellen, wenn dies zur Sicherung der künftigen Benutzung der Software erforderlich ist.

6.1.7. Die Laufzeit dieser Nutzungsberechtigung ist nicht begrenzt. Bei Verstößen gegen diese Bedingungen ist die Governikus KG jedoch berechtigt, die Nutzungsberechtigung zu widerrufen.

#### 6.2. Weitergabe

- 6.2.1. Der Kunde ist berechtigt, die Software nur zusammen mit diesen Nutzungsbedingungen an einen nachfolgenden Nutzer abzugeben. Diese Berechtigung erstreckt sich nicht auf Kopien oder Teilkopien der Software und auch nicht auf die Weitergabe der geänderten oder bearbeiteten Fassungen oder davon hergestellten Kopien oder Teilkopien. Soweit die Software nicht auf einen festen Datenträger übergeben wurde, bedeutet Kopie jede weitere Kopie der erhaltenen Software.
- 6.2.2. Mit der Abgabe der Software geht die Berechtigung zur Nutzung auf den nachfolgenden Nutzer über, der damit im Sinne dieser Bedingungen an die Stelle des Kunden tritt. Zugleich erlischt die Berechtigung des Kunden zur Nutzung.
- 6.2.3. Mit der Weitergabe hat der Kunde alle Kopien und Teilkopien des Programms sowie geänderte oder bearbeitete Fassungen und davon hergestellte Kopien und Teilkopien umgehend und vollständig zu löschen oder auf andere Weise zu vernichten. Dies gilt auch für alle Sicherungskopien.
- 6.2.4. Für die Weitergabe der Software durch den jeweiligen Nutzer an einen nachfolgenden Nutzer tritt dieser an die Stelle des vorausgehenden Nutzers im oben dargestellten Sinne.
- 6.3. Alle weitergehenden Rechte zur Nutzung und Verwertung der Software bleiben vorbehalten. Unberührt bleiben die Verwertungsrechte des Kunden an eigenen Programmen, die unter bestimmungsgemäßer Benutzung der erworbenen Software entwickelt oder betrieben werden sowie an allen anderen Arbeitsergebnissen, die durch die Benutzung der Software erzielt werden.
- 6.4. Gewährleistung und Haftung
- 6.4.1. Es wird darauf hingewiesen, dass es nach dem Stand der Technik nicht möglich ist, Computersoftware so zu erstellen, dass sie in allen Kombinationen und Anwendungen fehlerfrei arbeitet. Vertragsgegenstand ist daher nur eine im Sinne der Beschreibung und Bedienungsanleitung grundsätzlich nutzbare Software. Die Gewährleistung ist gem. § 524 Abs. 1 BGB auf arglistig verschwiegene Sachmängel der Software begrenzt.
- 6.4.2. Der Kunde verwendet das Programm ausschließlich auf eigenes Risiko. Die Haftung der Governikus KG ist gemäß § 521 BGB auf Vorsatz und grobe Fahrlässigkeit beschränkt. Die Governikus KG haftet nicht für entgangenen Umsatz oder Gewinn oder den Verlust von Daten oder für direkte, indirekte, spezielle, logisch folgende, beiläufige oder einschließende Schäden, die durch den Gebrauch oder die Unmöglichkeit des Gebrauchs des



Softwareprodukts verursacht wurden, es sei denn, die Governikus KG hat vorsätzlich gehandelt. Dies gilt auch, wenn die Governikus KG von der Möglichkeit solcher Schädigungen benachrichtigt worden ist.

## 4 Software von Drittanbietern

In der Software sind die nachfolgend aufgelisteten Softwareprodukte von Drittherstellern ("3rd Party Software") enthalten. Diese unterliegen gesonderten Lizenzbedingungen. Alle Lizenztexte werden mit diesem Dokument mitgeliefert und können im Kapitel 1 nachgelesen werden.

3rd Party Software	Version	File	License
AdoptOpenJDK	17.0.16+8	Jdk	GNU General Public License, version 2, with the Classpath Exception
Angus Activation	2.0.3	angus-activation-2.0.3.jar	Eclipse Distribution License - v 1.0
angus-mail	2.0.5	angus-mail-2.0.5.jar	EPL 2.0, GPL2, EDL 1.0
Apache Batik SVG Toolkit	1.18	batik-all-1.18.jar	Apache License 2.0
Apache Commons Compress	1.28.0	commons-compress-1.28.0.jar	Apache License 2.0
Apache Commons Codec	1.19.0	commons-codec-1.19.0.jar	Apache License 2.0
Apache Commons HttpClient	4.5.14	httpclient-4.5.14.jar	Apache License 2.0
Apache Commons HttpClient	4.4.16	httpcore-4.4.16.jar,	Apache License 2.0
Apache Commons Collections	3.2.2	commons-collections3.2.2	Apache License 2.0
Apache Commons IO	2.20.0	commons-io-2.20.0.jar	Apache License 2.0
Apache Commons Lang	3.18.0	commons-lang3-3.18.0.jar	Apache License 2.0
Apache Commons Text	1.14.0	commons-text-1.14.0.jar	Apache License 2.0
Apache XML Commons External Components	1.3.04	xml-apis-ext 1.3.04.jar	Apache License 2.0

3rd Party Software	Version	File	License
Cryptacular Library	1.2.7	cryptacular-1.2.7.jar	Apache License 2.0 LGPL 3.0
Apache CXF	4.0.9	cxf-*-4.0.9.jar	Apache License 2.0
Apache Formatting Objects Processor (FOP)	2.10	fop-2.10.jar*	Apache License 2.0
Apache Logging Service	2.25.1	log4j-api-2.25.1.jar, log4j-core-2.25.1.jar, log4j-slf4j-impl-2.25.1.jar	Apache License 2.0
Simple Logging Facade for Java (SLF4J)	2.0.17	slf4j-api-2.0.17.jar, log4j-over-slf4j-2.0.17.jar, jcl-over-slf4j-2.0.17.jar, jul-to-slf4j-2.0.17.jar	Apache License 2.0 MIT License
Project Lombok	1.18.38	lombok-1.18.38.jar	MIT License
Apache Neethi	3.2.1	neethi-3.2.1.jar	Apache License 2.0
Apache pdfbox	2.0.34	fontbox-2.0.34.jar, pdfbox-2.0.34.jar, xmpbox-2.0.34.jar	Apache License 2.0
Apache Velocity Engine	2.4.1	velocity-engine-core-2.4.1.jar	Apache License 2.0
Apache WSS4J	3.0.4	wss4j-*-3.0.4.jar	Apache License 2.0
Apache XML Graphics Commons	2.10	xmlgraphics-commons-2.10.jar	Apache License 2.0
Apache XML Security (Santuario)	3.0.6	xmlsec-3.0.6.jar	Apache License 2.0
ASM	9.8	asm-9.8.jar	BSD Licence 3
Bouncy Castle Security Provider	1.81	bcpkix-jdk18on-1.81.jar, bcprov-jdk18on-1.81.jar, bcutil-jdk18on-1.81.jar	Bouncy Castle License
DSS	6.0	dss-*-6.0.jar	GNU Lesser General Public License, version 2.1

3rd Party Software	Version	File	License
DVDV-Bibliothek	2.16.1	dvdv-api-2.16.1.jar, dvdv-impl-2.16.1.jar	EUROPEAN UNION PUBLIC LICENCE v. 1.2 (EUPL)
Extended StAX API	2.1.0	stax-ex-2.1.0.jar	Eclipse Distribution License - v 1.0
Stax2 API	4.2.2	stax2-api-4.2.2.jar	BSD2-clause Licence 2
Freemarker	2.3.34	freemarker-2.3.34.jar	Apache License 2.0
Apache License 2.0	3.4.1	jboss-logging-3.4.1.Final.jar	Apache License 2.0
Graal VM/JavaScript/Truffle	24.2.1	collections-24.2.1.jar, icu4j-24.2.1.jar, jniutils-24.2.1.jar, js-language-24.2.1.jar, js-scriptengine-24.2.1.jar, nativebridge-24.2.1.jar, nativeimage-24.2.1.jar, polyglot-24.2.1.jar, regex-24.2.1.jar, truffle-*-24.2.1.jar und xz-24.2.1.jar	UPL
Gson	2.13.1	gson-2.13.1.jar	Apache License 2.0
Gson Converter	2.11.0	converter-gson-2.11.0.jar	Apache License 2.0
Guava	33.4.8	guava-33.4.8-jre.jar	Apache License 2.0
International Component for Unicode for Java (ICU4J)	24.1.1	icu4j-24.1.1.jar	ICU
JACOB (Java-COM bridge) (FreemanSoft Inc)	1.21	jacob-1.21.jar	GNU Lesser General Public License, version 2.1
Java Support	8.4.2	java-support-8.4.2.jar	Apache License 2.0
JavaFX Base, Controls, Graphics,	21.0.7	javafx-*.jar	GPLv2 with classpath exception

3rd Party Software	Version	File	License
Media, Swing und Web			
Java Native Access	5.17.0	jna-5.17.0.jar	LGPL-2.1-or-later & Apache-2.0
Java Servlet API	6.1.0	jakarta.servlet-api-6.1.0.jar	GPL 2.0, EPL 2.0
Jasypt (Java Simplified Encryption)	1.9.3	jasypt 1.9.3	Apache License 2.0
JAXB Core	4.0.5	jaxb-core-4.0.5.jar	CDDL Version 1.1
JAXB Runtime	4.0.5	jaxb-runtime-4.0.5.jar	Eclipse Distribution License - v 1.0
JAXB2 Basics Runtime	0.12.0	jaxb2-basics-runtime-0.12.0.jar	BSD Licence 2
Jackson Module	2.19.2	jackson-*-2.19.2.jar	Apache License 2.0
Jakarta Activation	2.1.4	jakarta.activation-api-2.1.4.jar	Eclipse Distribution License - v 1.0
Jakarta Mail	2.1.5	jakarta.mail-api-2.1.5.jar	EDL 1.0, EPL 2.0, GPL
Jakarta Annotations API	3.0.0	jakarta.annotation-api-3.0.0.jar	Eclipse Public License 2.0
Jakarta Web Services Metadata API	3.0.0	jakarta.jws-api-3.0.0.jar	Eclipse Distribution License - v 1.0
Jakarta XML Bind API	4.0.2	jakarta.xml.bind-api-4.0.2.jar	Eclipse Distribution License - v 1.0
Jakarta SOAP with Attachments API	3.0.2	jakarta.xml.soap-api-3.0.2.jar	Eclipse Distribution License - v 1.0
Jakarta XML Web Services API	4.0.2	jakarta.xml.ws-api-4.0.2.jar	Eclipse Distribution License - v 1.0
Java JWT	3.19.4	java-jwt-3.19.4.jar	MIT License
JetBrains Java Annotations	13.0	annotations-13.0.jar	Apache License 2.0
Joda Time	2.14.0	joda-time-2.14.0.jar	Apache License 2.0
FindBugs JSR305	3.0.2	jsr305 3.0.2	Apache License 2.0

3rd Party Software	Version	File	License
Istack Common Utility Code Runtime	4.2.0	istack-commons-runtime-4.2.0.jar	Eclipse Distribution License - v 1.0
JDesktop Integration Componentes (JDIC)		jdic.jar, jdic-native.jar, jdic_stub.jar	JDIC License**
Keycloak	26.3.3	keycloak-common-26.3.3.jar, keycloak-core-26.3.3.jar	Apache License 2.0
Kotlin Stdlib	2.1.21	kotlin-*-2.1.21.jar	Apache License 2.0
OkHttp	4.12.0	okhttp-4.12.0.jar	Apache License 2.0
Okio	3.11.0	Okio-*-3.11.0.jar	Apache License 2.0
Open Card Framework		-	OpenCard CS License
OpenSAML	4.0.1	opensaml-*-4.0.1.jar	Apache License 2.0
OSCI-Bibliothek	2.4.2	osci-bibliothek.jar	EUROPEAN UNION PUBLIC LICENCE v. 1.2 (EUPL)
Retrofit	2.11.0	retrofit-2.11.0.jar	Apache License 2.0
SAAJ Impl	3.0.4	saaj-impl-3.0.4.jar	Eclipse Distribution License - v 1.0
WS-Policy implementation	2.7.10	policy-2.7.10.jar	Eclipse Distribution License - v 1.0
XML Streambuffer	2.1.0	streambuffer-2.1.0.jar	Eclipse Distribution License - v 1.0
Woodstox	7.1.1	woodstox-core-7.1.1.jar	Apache License 2.0
Java stub generator for WSDL	1.6.3	wSDL4j-1.6.3.jar	CPL 1.0
XML Commons Resolver Component	1.2	xml-resolver-1.2.jar	Apache License 2.0
XMLSchema Core	2.3.1	xmlschema-core-2.3.1.jar	Apache License 2.0
XOM Dual Streaming	1.3.9	xom-1.3.9.jar	LGPL 2.1

Tabelle 1: Software von Drittanbietern

## **5 Governikus Auftragsverarbeitungsvereinbarung – AVV**

Diese Nutzungsbedingungen für Governikus COM Vibilia regeln allein die Bedingungen, unter denen der Nutzer die Software nutzen kann. In der Software kann der Nutzer ein oder mehrere Postfächer anlegen, die auf Verzeichnisdienste wie beispielsweise einen Registrierungsserver, SAFE, DVDV oder andere zugreifen. Diese Verzeichnisdienste wie auch die OSCI-Manager werden von Dritten betrieben. Die Bedingungen, unter denen der Nutzer der Software diese Dienste Dritter nutzt, sind zwischen dem Nutzer und dem Diensteanbieter zu vereinbaren. Diese Nutzungsbedingungen für Governikus COM Vibilia beinhalten keine Bedingungen für die Nutzung von Diensten Dritter.

Soweit Governikus – im Folgenden Auftragnehmer genannt – einen Dienst betreibt, bei dem durch Governikus personenbezogene Daten verarbeitet werden, gilt die Governikus Auftragsverarbeitungsvereinbarung – AVV – mit der Annahme dieser Nutzungsbedingungen als vereinbart.

### **1. Gegenstand, Dauer, Art und Zweck des Auftrags**

- 1.1. Der Auftragnehmer verarbeitet personenbezogene Daten im Auftrag des Auftraggebers im Sinne von Art. 4 Nr. 2 und Art. 28 DSGVO.
- 1.2. Gegenstand, Art und Zweck der Datenverarbeitung durch den Auftragnehmer sind in der Leistungsbeschreibung für den jeweils vertragsgegenständlichen Dienst von Governikus beschrieben.
- 1.3. Der Auftragnehmer verarbeitet die personenbezogenen Daten ausschließlich im Gebiet der Bundesrepublik Deutschland, in einem Mitgliedsstaat der Europäischen Union oder in einem anderen Vertragsstaat des Abkommens über den Europäischen Wirtschaftsraum. Die Verarbeitung von personenbezogenen Daten in einem Drittstaat bedarf der vorherigen Zustimmung des Auftraggebers und darf nur erfolgen, wenn die besonderen Voraussetzungen der Art. 44 ff. DSGVO erfüllt sind.

### **2. Rechte und Pflichten**

- 2.1. Der Auftraggeber ist alleine verantwortlich für die Beurteilung der rechtlichen Zulässigkeit der Datenverarbeitung, sowie für die Wahrung der Rechte der betroffenen Personen. Gesetzliche oder vertragliche Haftungsregelungen bleiben hiervon unberührt.
- 2.2. Sollte eine betroffene Person sich bezüglich ihrer Rechte gem. Art. 12 bis 22 DSGVO an den Auftragnehmer wenden, so hat der Auftragnehmer das Ersuchen unverzüglich an den Auftraggeber weiterzuleiten. Der Auftragnehmer unterstützt den Auftraggeber mit geeigneten technischen und organisatorischen Maßnahmen, damit dieser seine Pflichten gem. Art. 12 bis 22 DSGVO gegenüber der betroffenen Person erfüllen kann.
- 2.3. Der Auftragnehmer hat auf Anfrage an der Erstellung und Aktualisierung des

Verzeichnisses der Verarbeitungstätigkeiten mitzuwirken. Der Auftragnehmer wirkt bei der Erstellung einer Datenschutz-Folgenabschätzung und gegebenenfalls bei der vorherigen Konsultation der Aufsichtsbehörde mit. Er hat dem Auftraggeber alle erforderlichen Angaben und Dokumente auf Anfrage zur Verfügung zu stellen.

- 2.4. Der Auftragnehmer sichert zu, dass er die bei der Durchführung der Arbeiten beschäftigten Mitarbeiter vor Aufnahme der Tätigkeiten mit den für sie maßgebenden Bestimmungen des Datenschutzes vertraut macht und für die Zeit ihrer Tätigkeit wie auch nach Beendigung des Beschäftigtenverhältnisses in geeigneter Weise zur Verschwiegenheit verpflichtet. Der Auftragnehmer überwacht die Einhaltung der datenschutzrechtlichen Vorschriften in seinem Unternehmen.
- 2.5. Beim Auftragnehmer ist ein Beauftragter für den Datenschutz bestellt, der seine Tätigkeiten gem. Art. 38 und 39 DSGVO ausüben kann. Ein Wechsel des Datenschutzbeauftragten ist dem Auftraggeber unverzüglich mitzuteilen. Sofern der Auftragnehmer nicht zur Bestellung eines Datenschutzbeauftragten verpflichtet ist, teilt er dieses dem Auftraggeber mit.
3. Technische und organisatorische Maßnahmen zum Schutz der personenbezogenen Daten
  - 3.1. Der Auftragnehmer wird in seinem Verantwortungsbereich angemessene technische und organisatorische Maßnahmen zum Schutz der personenbezogenen Daten treffen, die den Anforderungen der Datenschutz-Grundverordnung gem. Art. 32 DSGVO genügen. Die technischen und organisatorischen Maßnahmen haben die Vertraulichkeit, Integrität, Verfügbarkeit und Belastbarkeit der eingesetzten Systeme und Dienste sicherzustellen. Die Maßnahmen haben einen dem Risiko angemessenes Schutzniveau zu gewährleisten.
  - 3.2. Die getroffenen Maßnahmen sind im Unteranhang 1 dieser Vereinbarung zu dokumentieren und dem Auftraggeber zur Prüfung zu übergeben. Bei Akzeptanz durch den Auftraggeber werden die dokumentierten Maßnahmen Grundlage dieser Vereinbarung. Als Faktoren zum Nachweis der Umsetzung geeigneter technischer und organisatorischer Maßnahmen kann die Einhaltung genehmigter Verhaltensregeln gem. Art. 40 DSGVO oder ein genehmigten Zertifizierungsverfahren gem. Art. 42 DSGVO herangezogen werden.
  - 3.3. Die technischen und organisatorischen Maßnahmen unterliegen dem technischen Fortschritt und der Weiterentwicklung. Insoweit ist es dem Auftragnehmer gestattet, alternative adäquate Maßnahmen umzusetzen. Dabei darf das Sicherheitsniveau der festgelegten Maßnahmen nicht unterschritten werden. Wesentliche Änderungen sind zu dokumentieren und dem Auftraggeber zur Verfügung zu stellen.
4. Berichtigung, Löschung und Sperrung von personenbezogenen Daten

Der Auftragnehmer darf die Daten, die im Auftrag verarbeitet werden, nicht eigenmächtig, sondern nur auf Weisung des Auftraggebers berichtigen, löschen oder deren Verarbeitung einschränken.



### 5. Kontrollrechte und -pflichten

- 5.1. Der Auftragnehmer stellt sicher, dass sich der Auftraggeber von der Einhaltung der Pflichten des Auftragnehmers nach Art. 28 DSGVO überzeugen kann. Der Auftragnehmer verpflichtet sich, dem Auftraggeber auf Anforderung die erforderlichen Auskünfte zu erteilen und insbesondere die Umsetzung der technischen und organisatorischen Maßnahmen nachzuweisen.
- 5.2. Der Auftraggeber hat das Recht, im Benehmen mit dem Auftragnehmer Überprüfungen durchzuführen oder durch im Einzelfall zu benennende Prüfer durchführen zu lassen. Er hat das Recht, sich durch Stichprobenkontrollen, die in der Regel rechtzeitig anzumelden sind, von der Einhaltung dieser Vereinbarung durch den Auftragnehmer in dessen Geschäftsbetrieb zu überzeugen.

### 6. Unterauftragsverhältnisse

- 6.1. Der Auftragnehmer kann Leistungen an Unterauftragnehmer nur mit schriftlicher Zustimmung des Auftraggebers vergeben.
- 6.2. Ein Unterauftragsverhältnis im Sinne dieser Regelung liegt insbesondere vor, wenn der Auftragnehmer weitere Auftragnehmer mit der ganzen oder einem Teil der im Vertrag vereinbarten Leistung beauftragt. Nicht als Unterauftragsverhältnis im Sinne dieser Regelung sind solche Dienstleistungen zu verstehen, die der Auftragnehmer bei Dritten als Nebenleistung zur Unterstützung bei der Auftragsdurchführung in Anspruch nimmt. Hierzu zählen z.B. Telekommunikationsleistungen, Wartung und Benutzerservice, Reinigungskräfte, Prüfer oder die Entsorgung von Datenträgern sowie sonstige Maßnahmen zur Sicherstellung der Vertraulichkeit, Verfügbarkeit, Integrität und Belastbarkeit der Hard- und Software von Datenverarbeitungssystemen in Anspruch nimmt. Der Auftragnehmer ist jedoch verpflichtet, zur Gewährung des Datenschutzes und der Datensicherheit der Daten des Auftraggebers auch bei fremd vergebenen Nebenleistungen angemessene und gesetzeskonforme vertragliche Vereinbarungen zu treffen.
- 6.3. Der Zugriff auf Daten durch den Unterauftragnehmer darf erst erfolgen, sofern der Auftragnehmer im Rahmen eines schriftlichen Vertrags mit den Unterauftragnehmer sichergestellt hat, dass die in diesem Vertrag vereinbarten Regelungen auch gegenüber den Unterauftragnehmer gelten, wobei insbesondere hinreichende Garantien dafür geboten werden müssen, dass die geeigneten technischen und organisatorischen Maßnahmen so durchgeführt werden, dass die Verarbeitung entsprechend den Anforderungen der DSGVO erfolgt.
- 6.4. Derzeit sind die in Unteranhang 2 genannten Unternehmen zur Durchführung des vereinbarten Auftrages als Unterauftragnehmer eingesetzt. Die in Unteranhang 2 genannten Unterauftragsverhältnisse gelten als genehmigt, sofern die in Ziffer 6.3 genannten Voraussetzungen umgesetzt sind.

### 7. Mitteilungspflichten

Der Auftragnehmer unterrichtet den Auftraggeber unverzüglich über Störungen des Betriebsablaufs, die Gefahren für die Daten des Auftraggebers mit sich bringen, sowie über Datenschutzverletzungen die im Zusammenhang mit den Daten des Auftraggebers stehen. Gleiches gilt, wenn der Auftragnehmer feststellt, dass die bei ihm getroffenen Sicherheitsmaßnahmen den gesetzlichen Anforderungen nicht genügen. Dem Auftragnehmer ist bekannt, dass der Auftraggeber verpflichtet ist, umfassend alle Verletzungen des Schutzes personenbezogener Daten zu dokumentieren und ggf. den Aufsichtsbehörden bzw. der betroffenen Person unverzüglich mitzuteilen. Sofern es zu solchen Verletzungen gekommen ist, wird der Auftragnehmer den Auftraggeber bei der Einhaltung seiner Meldepflichten unterstützen.

### 8. Weisungsbefugnisse

- 8.1. Der Auftragnehmer verarbeitet personenbezogene Daten ausschließlich im Rahmen der getroffenen Vereinbarungen und nach Weisungen des Auftraggebers, sofern er nicht zu einer anderen Verarbeitung durch das Recht der Union oder der Mitgliedstaaten, dem der Auftragnehmer unterliegt, hierzu verpflichtet ist (z. B. Ermittlungen von Strafverfolgungs- oder Staatsschutzbehörden); in einem solchen Fall teilt der Auftragnehmer dem Verantwortlichen diese rechtlichen Anforderungen vor der Verarbeitung mit, sofern das betreffende Recht eine solche Mitteilung nicht wegen eines wichtigen öffentlichen Interesses verbietet.
- 8.2. Mündliche Weisungen wird der Auftraggeber unverzüglich schriftlich oder in Textform bestätigen. Der Auftragnehmer verwendet die Daten für keine anderen Zwecke und ist insbesondere nicht berechtigt, sie an Dritte weiterzugeben. Kopien und Duplikate werden ohne Wissen des Auftraggebers nicht erstellt. Hiervon ausgenommen sind Sicherheitskopien, soweit sie zur Gewährleistung einer ordnungsgemäßen Datenverarbeitung erforderlich sind, sowie Daten, die im Hinblick auf die Einhaltung gesetzlicher Aufbewahrungspflichten erforderlich sind.
- 8.3. Der Auftragnehmer wird den Auftraggeber unverzüglich darauf aufmerksam machen, wenn eine vom Auftraggeber erteilte Weisung seiner Meinung nach gegen gesetzliche Vorschriften verstößt. Der Auftragnehmer ist berechtigt, die Durchführung der entsprechenden Weisung solange auszusetzen, bis sie durch den Verantwortlichen beim Auftraggeber nach Überprüfung bestätigt oder geändert wurde.

### 9. Umgang mit personenbezogenen Daten bei Vertragsbeendigung

- 9.1. Unabhängig von dem Recht des Auftraggebers, über die für ihn verarbeiteten Daten uneingeschränkt zu verfügen und deren Herausgabe bzw. Rückübertragung zu verlangen, gelten für die Beendigung der Zusammenarbeit die nachfolgenden Absätze.
- 9.2. Nach Abschluss der vertraglichen Arbeiten oder früher nach Aufforderung durch den Auftraggeber – spätestens mit Beendigung der Leistungsvereinbarung – hat der Auftragnehmer sämtliche in seinen Besitz gelangte Unterlagen, erstellte Verarbeitungs- und Nutzungsergebnisse sowie Datenbestände, die im Zusammenhang mit dem Auftragsverhältnis stehen, dem Auftraggeber auszuhändigen oder nach vorheriger Zustimmung datenschutzgerecht zu vernichten bzw. zu löschen. Die Löschung ist in geeigneter Weise zu dokumentieren. Gleiches gilt für Test- und Ausschussmaterial. Das Protokoll der Löschung ist auf Anforderung vorzulegen.

- 9.3. Dokumentationen, die dem Nachweis der auftrags- und ordnungsgemäßen Datenverarbeitung dienen, sind durch den Auftragnehmer entsprechend der jeweiligen Aufbewahrungsfristen über das Vertragsende hinaus aufzubewahren. Er kann sie zu seiner Entlastung bei Vertragsende dem Auftraggeber übergeben.

### 10. Schlussbestimmungen

- 10.1. Sollten die Daten des Auftraggebers beim Auftragnehmer durch Pfändung oder Beschlagnahme, durch ein Insolvenz- oder Vergleichsverfahren oder durch sonstige Ereignisse oder Maßnahmen Dritter gefährdet werden, so hat der Auftragnehmer den Auftraggeber unverzüglich darüber zu informieren. Der Auftragnehmer wird alle in diesem Zusammenhang Verantwortlichen unverzüglich darüber informieren, dass die Hoheit und das Eigentum an den Daten ausschließlich beim Auftraggeber liegen.
- 10.2. Die übrigen Regelungen des dieser Vereinbarung zugrundeliegenden Vertrags über die vom Auftragnehmer zu erbringenden Leistungen bleiben von dieser Governikus Auftragsdatenvereinbarung unberührt.
- 10.3. Die Laufzeit dieser Governikus Auftragsdatenvereinbarung ist gebunden an den Bestand des dieser Vereinbarung zugrundeliegenden Vertrags über die vom Auftragnehmer zu erbringenden Leistungen. Diese Governikus Auftragsdatenvereinbarung bedarf für ihre Geltung keiner separaten Unterschrift. Sie gilt als Zusatzvereinbarung mit Abschluss des dieser Vereinbarung zugrundeliegenden Vertrags über die vom Auftragnehmer zu erbringenden Leistungen als mitvereinbart.

### **Unteranhang 1: Technische und organisatorische Maßnahmen gemäß Artikel 32 DSGVO**

Die folgenden Punkte stellen die Gesamtheit der umgesetzten Maßnahmen dar. Je nach Dienstleistung und Kundenvereinbarung sind nicht alle aufgeführten Punkte anwendbar.

#### **A. Allgemeines**

- a) Es ist ein Datenschutzbeauftragter bestellt.
- b) Alle Personen, die personenbezogene Daten erheben, verarbeiten und nutzen, sind auf die Verschwiegenheit verpflichtet.
- c) Alle Personen bei dem Unterauftragnehmer gemäß des Unteranhangs 2, die Verkehrsdaten erheben, verarbeiten und nutzen, sind auf das Fernmeldegeheimnis gem. § 88 TKG verpflichtet.
- d) Es existiert eine Richtlinie zur Informationssicherheit und ist allen Beschäftigten zugänglich und bekannt.
- e) Es sind Notfallkonzepte vorhanden und einsehbar, die ein Business Continuity Management (BCM) ermöglichen. Das Hauptrechenzentrum des Unterauftragnehmers gemäß des Unteranhangs 2 wird regelmäßig nach ISO 27001 zertifiziert.

#### **B. Maßnahmen zur Sicherstellung der Vertraulichkeit und Integrität**

##### **a) Zutrittskontrolle**

Es sind technische und organisatorische Maßnahmen zu treffen, die sicherstellen, dass Unbefugte keinen Zutritt zu Datenverarbeitungssystemen mit denen personenbezogene Daten verarbeitet oder genutzt werden, erhalten.

Relevant für RZ-Dienstleistungen.

Getroffene Maßnahmen:

1. Es besteht ein Zutrittskontrollsystem zum Schutz vor unbefugtem Zutritt zu den Datenverarbeitungssystemen. Im Hauptrechenzentrum des Unterauftragnehmers gemäß des Unteranhangs 2 sind zwei Faktoren für den Zutritt erforderlich, Biometrie sowie berechtigter Codeträger. Im Nebenrechenzentrum genügt für den Zutritt der berechnete Codeträger. An beiden Standorten ist ein Notfallzutritt mit einem zentral hinterlegten Schlüssel möglich. Die Nutzung dieses Notfallzutritts löst dabei einen Alarm aus.
2. Die Verantwortlichkeiten und Rollen bezüglich des Zutrittskontrollsystems sind geregelt.
3. Es gibt ein dokumentiertes Verfahren zur Vergabe und zum Entzug von Zutrittsrechten.
4. Die vergebenen Zutrittsrechte werden protokolliert.

5. Die Räumlichkeiten, in denen die Datenverarbeitungssysteme untergebracht sind, verfügen über eine Alarmanlage.
6. Türen und Fenster der Räumlichkeiten, in denen die Datenverarbeitungssysteme untergebracht sind, sind so gesichert, dass ein unberechtigtes Betreten nicht möglich ist, bzw. einen Alarm auslösen wird.

Externe (z.B. Wartungspersonal, Reinigungsdienste) erhalten Zutritts zu den Räumlichkeiten, in denen die Datenverarbeitungssysteme untergebracht sind ausschließlich in Begleitung hierzu berechtigter Mitarbeiter des Unterauftragnehmers gemäß des Unteranhangs 2.

7. . Auf diese Weise gewährter Zutritt wird protokolliert.

b) Zugangskontrolle

Es sind technische und organisatorische Maßnahmen zu treffen, die sicherstellen, dass Datenverarbeitungssysteme nicht von Unbefugten genutzt werden können.

Relevant für RZ-Dienstleistungen sowie teilweise für Managed Services des Unterauftragnehmers gemäß des Unteranhangs 2.

Getroffene Maßnahmen:

1. Der Zugang zu den Datenverarbeitungssystemen ist durch ein personalisiertes Passwort geschützt.
2. Die Passwortnutzung wird protokolliert sofern die betreffenden Systeme dies zulassen.
3. Es gibt eine Richtlinie zur Verwendung von Passwörtern. Diese regelt folgende Punkte:
  - Komplexität des Passwortes
  - Änderungsintervalle der Passwörter
  - Keine Verwendung von Trivialpasswörtern
  - Regelungen zur Weitergabe von Passwörtern
4. Die Datenverarbeitungssysteme geben eine regelmäßige Änderung der Passwörter vor sofern die betreffenden Systeme dies zulassen.
5. Zur Verhinderung des Ausspähens des Passworts wird nach einer bestimmten Anzahl von Fehlversuchen der Zugang gesperrt bzw. zeitlich verzögert.
6. Es wird ein dokumentiertes Verfahren zur Genehmigung der Berechtigung des Zugangs auf die Datenverarbeitungssysteme bei Einstellung sowie Ausscheiden von Mitarbeitern verwendet. Dieses Verfahren sieht auch Regelungen bezüglich des Entzugs von Berechtigungen vor.
7. Der Zugang wird bei Inaktivität nach einer vorab festgelegten Zeit gesperrt

sofern die betreffenden Systeme dies zulassen.

8. Die Passwörter werden verschlüsselt gespeichert sofern die betreffenden Systeme dies zulassen.
9. Die externen Zugänge zum Netzwerk werden in der Regel durch eine Zwei-Faktor-Authentifizierung geschützt.
10. Die Übertragung von Authentisierungsgeheimnissen (Credentials) erfolgt im Netzwerk verschlüsselt.

c) Protokollierung und Protokollauswertung

(Siehe auch Zugriffs-, Eingabe- und Auftragskontrolle)

Relevant für RZ-Dienstleistungen sowie teilweise für Managed Services des Unterauftragnehmers gemäß des Unteranhangs 2.

Getroffene Maßnahmen

1. Administrative Anmeldungen werden protokolliert.
2. Unbefugte Anmeldeversuche werden protokolliert sofern die betreffenden Systeme dies zulassen.
3. Der Umfang der Protokollierung richtet sich nach dem Schutzbedarf der Daten unter Berücksichtigung der Sensibilität und der Eintrittswahrscheinlichkeit einer Gefährdung. Dies erfordert bei kundenspezifischen Diensten ggf. die Mitwirkung des Kunden, indem dieser Informationen zur Sensibilität der Daten liefert.

d) Maßnahmen zum Schutz der Datenverarbeitungssysteme

Es existieren Richtlinien für eine sichere Konfiguration von Datenverarbeitungssystemen.

Relevant für RZ-Dienstleistungen sowie teilweise für Managed Services des Unterauftragnehmers gemäß des Unteranhangs 2.

Getroffene Maßnahmen

1. Die Datenverarbeitungssysteme sind gehärtet. Beispiel: Entfernen von nicht benötigten Diensten und Funktionalitäten
2. Das Netzwerk ist angemessen segmentiert.
3. Es existiert ein mehrstufiges Firewall-Konzept.
4. Es existiert ein System zur Erkennung und Abwehr von Angriffen (IPS).
5. Es existiert ein System mit Maßnahmen zur Erkennung, Verhinderung und Beseitigung von Malware.
6. Personenbezogene Daten werden in manchen Fällen via WLAN übertragen. Hierbei gelten folgende Schutzmaßnahmen:
  - Verbindungen via WLAN werden wie externe Zugriffe behandelt, d.h. es

muss eine sichere VPN-Verbindung, i.d.R. mit 2-Faktor-Authentifizierung aufgebaut werden, um Dienste nutzen zu können. Im WLAN wird zudem ein starker Verschlüsselungsmechanismus (WPA2) eingesetzt.

- Es gibt keine einfache Authentifizierung mit einem WLAN-Kennwort für Alle, sondern es kommt eine individuelle Authentifizierung nach IEEE 802.1X zur Anwendung.
  - Im Rahmen des Netzwerkbetriebs wird auch die Firmware der WLAN-Accesspoints aktuell gehalten. Bekannt gewordene Schwachstellen werden im Rahmen des Security Incident Management Prozesses behandelt.
7. Es erfolgen Zugriffe auf Systeme im Rahmen einer Fernwartung. Für die Absicherung dieser Zugriffe wurden Festlegungen getroffen und Verfahren vorgegeben.
  8. Es existiert eine Richtlinie für den Umgang mit mobilen Datenträgern.
  9. Personenbezogene Daten werden im Normalfall verschlüsselt übertragen.
  10. Es existiert ein Verbot der Nutzung von privater Software.

e) Sicherheitsmanagement

Relevant für Managed Services des Unterauftragnehmers gemäß des Unteranhangs 2.

Getroffene Maßnahmen

1. Im Rahmen des Schwachstellenmanagements werden externe Quellen zur Erkennung von neuen Sicherheitslücken herangezogen, z.B. CERT Bund, CERT Nord, Heise.de.
2. Im Rahmen des Schwachstellenmanagements findet eine Bewertung der Kritikalität bekannt gewordener Schwachstellen und der Auswirkungen fehlerhafter Patches statt. Sicherheitspatches werden nach ggf. erforderlichen Tests zeitnah eingespielt.
3. Das Vorgehen im Fall von Sicherheitsvorfällen ist im Teilprozess „Security Incident Management“ des Informationssicherheitsmanagementsystems beschrieben.

f) Zugriffskontrolle

Es sind technische und organisatorische Maßnahmen zu treffen, die gewährleisten, dass die zur Benutzung eines Datenverarbeitungssystems Berechtigten ausschließlich auf die ihrer Zugriffsberechtigung unterliegenden Daten zugreifen können und dass personenbezogene Daten bei der Verarbeitung, Nutzung und nach der Speicherung nicht unbefugt gelesen, kopiert, verändert oder entfernt werden können.

Relevant für RZ-Dienstleistungen.

#### Getroffene Maßnahmen

1. Es existiert ein Berechtigungskonzept, das die Berechtigungen zum Zugriff auf die Daten regelt. Hierbei sind folgende Punkte berücksichtigt:
  - Differenzierung nach Verarbeitungsmöglichkeiten (lesen, schreiben, löschen), sofern dies technisch möglich ist
  - Regelungen zur Aktivierung und Deaktivierung von Zugriffsrechten
2. Änderungen der Zugriffsberechtigungen werden protokolliert.
3. Jeder Mitarbeiter erhält nur die Zugriffsrechte, die er zur Aufgabenerfüllung benötigt (Need-to-know-Prinzip).
4. Es gibt ein dokumentiertes Verfahren zur Genehmigung und Deaktivierung von Zugriffsrechten.
5. Die Entsorgung von Unterlagen, Fehldrucken etc. erfolgt durch ein zertifiziertes Unternehmen.

#### g) Mandantentrennung

Es sind technische und organisatorische Maßnahmen zu treffen die gewährleisten, dass personenbezogene Daten unterschiedlicher juristischer Personen getrennt verarbeitet werden können.

Relevant für RZ-Dienstleistungen.

#### Getroffene Maßnahmen

1. Die Trennung der Verarbeitung der für unterschiedliche Zwecke erhobenen Daten erfolgt je nach Dienst und Kundenanforderung auf unterschiedliche Weise.
  - Logische Mandantentrennung
  - Physikalische Mandantentrennung
  - Trennung über Zugriffsberechtigungen
2. Es erfolgt eine Trennung zwischen Test- und Produktivdaten.

#### h) Weitergabekontrolle

Es sind technische und organisatorische Maßnahmen zu treffen, die gewährleisten,

- dass personenbezogene Daten bei der elektronischen Übertragung oder während ihres Transports oder ihrer Speicherung auf Datenträger nicht unbefugt gelesen, kopiert, verändert oder entfernt werden können und
- dass überprüft und festgestellt werden kann, an welcher Stelle eine Übermittlung personenbezogener Daten durch Einrichtungen zur Datenübertragung vorgesehen ist.

Relevant für RZ-Dienstleistungen.



#### Getroffene Maßnahmen

1. Die Vernichtung von Datenträgern bzw. mobilen Datenträgern erfolgt durch einen zertifizierten Entsorger.
2. Darüber hinaus findet grundsätzlich keine Weitergabe von personenbezogenen Daten statt.
3. Es werden keine Datenträger im Rahmen von Wartungs- oder Reparaturarbeiten an Dienstleister weitergegeben.

### **C. Maßnahmen zur Sicherstellung der Verfügbarkeit**

#### a) Verfügbarkeitskontrolle

Es sind technische und organisatorische Maßnahmen zu treffen, die gewährleisten, dass personenbezogene Daten gegen zufällige Zerstörung oder Verlust geschützt sind.

Relevant für RZ-Dienstleistungen.

#### Getroffene Maßnahmen

1. Die Verantwortlichkeiten bezüglich der Datensicherung sind verbindlich geregelt.
2. Folgende Maßnahmen gegen eine zufällige Zerstörung oder gegen einen Verlust der Daten stehen zur Verfügung und kommen je nach Dienst und Kundenvereinbarung zum Einsatz:
  - Speichernetzwerk (SAN/NAS)
  - Geografisch-getrennte Redundanz
  - Festplattenspiegelung (RAID)
  - Backupverfahren
  - Unterbrechungsfreie Stromversorgung
  - Überspannungsschutz
  - Löschanlage
3. Eine Datensicherung erfolgt in angemessenen Intervallen bzw. gemäß Vereinbarung mit dem Kunden.
4. Die Sicherungs-Daten werden vor Kenntnisnahme durch Dritte je nach Vereinbarung mit dem Kunden durch folgende Maßnahmen gesichert:
  - Verschlussenes Behältnis
  - Verschlussene Räumlichkeiten (im RZ Relevant des Unterauftragnehmers gemäß des Unteranhangs 2)
  - Zugangs- und Zugriffsberechtigungen
5. Die Verfahren der Datensicherung werden regelmäßig auf ihre

Wirksamkeit kontrolliert.

6. Bei der Datensicherung werden die gesetzlich vorgeschriebenen Speicherfristen entsprechend der Vorgabe des Kunden berücksichtigt.

## **Unteranhang 2: Technische und organisatorische Maßnahmen**

Derzeit sind Unternehmen zur Durchführung des vereinbarten Auftrages als Unterauftragnehmer eingesetzt:

- BREKOM GmbH, Am Weser-Terminal 1, 28217 Bremen

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8/10/1999

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Oracle Binary Code License Agreement for the Java SE Platform Products and  
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