

---

# MEMO

APPROVED  
06/22/2020



DATE: June 16, 2020  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – Gradar, LLC

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Human Resources department and Gradar, LLC for Enterprise software licensing and support of the “gradar” analytical job evaluation system for a term of one (1) year beginning upon execution of the attached.

Respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The June 22, 2020 BOCC meeting agenda.

CMF# 20201477



APPROVED  
06/22/2020

## SOFTWARE LICENSE AGREEMENT

This Agreement is made between gradar, LLC ("gradar") with a principal place of business at 166 Valley Street, Building 6M #103, Providence, Rhode Island 02909, and Tulsa County (the "Client") located at Carol Crowson Annex Building, 633 West Third Street, Tulsa, OK 74127.

### 1. DEFINITIONS.

- (a) "Software" means the the internet based analytical job evaluation system "gradar" developed by QPM. The Software is available in "Starter", "Professional" and "Enterprise" Editions. With the Starter Edition only 75 jobs can be stored in the system, while storage of jobs is unlimited for the Professional or Enterprise Edition. Functional scope and pre-requisites of use for each edition of the Software are specified in **Attachment 1** to this Agreement.
- (b) "User" means a single person who accesses the Software and uses it to perform job evaluations.
- (c) Client may designate a "Company Administrator" of Client's account. A Company Administrator may manage User accounts and has access to all settings and data stored in the system. This access right may be revoked or changed at any time by written notice to gradar.
- (d) Client may also designate a "Consulting Administrator" of Client's account. A Consulting Administrator may manage User accounts as well as Company Administrator accounts and has access to all settings and data stored in the system. This access right may be revoked at any time by written notice to gradar.

### 2. GRANT OF RIGHTS.

gradar hereby grants to Client a nonexclusive license to use the edition of the Software indicated below. This license includes hosting and access to reasonable technical support, which includes, for example, answering questions about using the Software or understanding the factor descriptions of the job evaluation system during the license period. The license and license fee do not include consulting or training services, which may be purchased separately.

- Starter** Edition: up to 75 jobs (\$1500/year) (1 user)  
limited to 75 jobs that can be stored in the system

CME# 20201477



**Professional** Edition (\$3000/year) (up to 3 users)

**Enterprise** Edition (\$6000/year) (up to 6 users)

**Cross Comparison** feature upgrade for the Starter or Professional Edition (\$600/year)

no additional users (each \$300/year)

gradar has drawn an independent conclusion about the equivalences between gradar job grades and leveling methodologies from salary survey vendors. Additionally, we have translated the combination of gradar career path, job grade and global job family into job codes / benchmark job matches from select survey vendors. This translation was made to the best of our knowledge of the equivalences but should not be used without independent verification by the Client, and then only in combination with the properly licensed survey vendor matching materials.

### 3. LICENSE TERM AND TERMINATION BY CLIENT.

This License is effective when executed by both parties and will last for a term of 1 year. Thereafter, this License may be renewed for successive 1 year terms by agreement of the parties in writing.

### 4. LICENSE FEE.

Client agrees to pay gradar a license fee of \$6,000. Payment is due upon signing of this License Agreement, and any renewal payment is due annually on the anniversary of the signing of this License Agreement, unless the Agreement is terminated pursuant to Paragraph 3 hereof.

### 5. TERMINATION FOR NONPAYMENT.

gradar shall have the right to immediately suspend or terminate this License and lock access to the Software if any payment obligation of the Client is more than 14 days past due.

### 6. TAXES.

Fees invoiced pursuant to this Agreement do not include in its price any transaction taxes, which may include local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes ("VAT"), excise, use, goods and services taxes ("GST/HST"), consumption taxes or similar taxes (collectively defined as "Transaction Taxes"). All fees invoiced pursuant to this



Agreement are payable in full and without reduction for transaction taxes and/or foreign withholding taxes (collectively defined as “taxes”). Client is responsible for paying all taxes associated with the license fees and any services provided under this agreement. If gradar has a legal obligation to pay or collect taxes for which Client is responsible under this agreement, the appropriate amount shall be computed based on Client’s address listed in the first paragraph of this agreement which will be used as the ship-to address on the invoice, and invoiced to and paid by Client, unless Client provides gradar with a valid tax exemption certificate authorized by the appropriate taxing authority.

## 7. TITLE TO SOFTWARE.

gradar retains title to and ownership of the Software and all enhancements, modifications and updates of the Software.

## 8. DATA SECURITY

- (1) The Software evaluates positions. This means that no personal data needs to be transmitted to gradar. It is possible (but not required) to save personal data on the server in the comment fields or by uploading job descriptions. If any data is made available or accessible to gradar, its employees, agents or contractors, pertaining to Client’s business or financial affairs, or to Client’s projects, transactions, clients or customers, gradar will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in the License Agreement for the Client’s benefit. gradar will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information (“PII”) and data privacy with respect to any such data that gradar receives or has access to under the License Agreement or in connection with the performance of any services for Client. gradar will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under the License Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that gradar receives PII related to the performance of the License Agreement, gradar will protect the privacy and legal rights of Client’s personnel, clients, customers and contractors.
  
- (2) The Software is hosted on European servers by Telekom Deutschland GmbH, Landgrabenweg 151, D-53227 Bonn. The internet connection is encrypted with SSL. Compliance with the General Data Protection Regulation 2016/679 of the European Union (the “GDPR”) is managed by gradar’s parent corporation, QPM Quality Personnel Management GmbH. Data protection provisions in compliance with the GDPR are set out in **Privacy Policy** to this Agreement.



## 9. WARRANTY LIMITATIONS.

THE SOFTWARE IS PROVIDED "AS IS." GRADAR DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## 10. DAMAGE LIMITATIONS.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, AND GRADAR'S LIABILITY TO CLIENT FOR ANY OTHER DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR OTHERWISE WILL BE LIMITED TO THE AMOUNT RECEIVED BY GRADAR FROM CLIENT AS COMPENSATION FOR THE SOFTWARE DURING THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME SUCH CLAIM AROSE.

## 11. CONFIDENTIALITY.

Client will treat the Software as a trade secret and proprietary know-how belonging to gradar that is being made available to Client in confidence. Client agrees to treat the Software with at least the same care as it treats its own confidential or proprietary information.

## 12. ARBITRATION.

The parties agree to submit any dispute under this License to binding arbitration under the rules of the American Arbitration Association in the following location: Providence, Rhode Island. Judgement upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.

## 13. ATTORNEY FEES.

If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

## 14. GENERAL PROVISIONS.

- (a) Complete Agreement: This License Agreement together with all schedules referred to in this Agreement, all of which are incorporated herein by reference, constitutes the sole and entire Agreement between the



parties. This Agreement supersedes all prior understandings, agreements, representations and documentation relating to the subject matter of this Agreement.

- (b) Modifications: Modifications and amendments to this Agreement, including any exhibit, schedule or attachment hereto, shall be enforceable only if in writing and signed by authorized representatives of both parties.
- (c) Applicable law: This License will be governed by the laws of the State of Rhode Island.
- (d) Notices: All notices and other communications given in connection with this License shall be in writing and delivered as follows:

- If to gradar:

gradar, LLC  
166 Valley Street  
Building 6M #103  
Providence, RI 02909  
Email: support@gradar.com

- If to Client:

Deneice Arterburn  
Supervisor HRIS Projects  
Tulsa County  
Carol Crowson Annex Building  
633 West Third Street  
Tulsa, OK 74127

Any party may change its address for delivery of notice by giving notice of the change in accordance with this paragraph.

- (e) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

## 16. ASSIGNMENT.

The rights conferred by this License shall not be assignable by the Client without gradar's prior written consent. gradar may impose a reasonable license fee on any such assignment.



17. EFFECTIVE DATE.

The License shall be effective once both parties have signed this Agreement and the initial License Fee has been paid by Client.

gradar, LLC

By: Zachary Weinberger Dated: June 11, 2020

Zachary Weinberger  
Manager

Tulsa County

By: [Signature] Dated: 06/22/2020

By: [Signature] Dated: 06/22/2020

By: [Signature] Dated: 06/22/2020

Ron Peters  
Chair, Commissioner

Attest: [Signature]  
Michael Willis, County Clerk



Karen Keith  
Commissioner

Approved as to form:  
James G. Rea Digitally signed by James G. Rea  
Date: 2020.06.12 15:33:02 -05'00'  
Assistant District Attorney

Stan Sallee  
Commissioner

## Attachment 1: gradar features and pricing

<b>gradar Version</b>	Basic	Starter	Professional	Enterprise
	0 \$ /yr	1,500 \$ /yr	3,000 \$ /yr	6,000 \$ /yr
<b>Job Evaluation</b>	<b>unlimited jobs</b>	<b>up to 75 jobs</b>	<b>unlimited jobs</b>	<b>unlimited jobs</b>
10+ language versions	●	●	●	●
Three gradar career paths: Individual Contributor, Project Management, Management	●	●	●	●
Detailed factor descriptions	○	●	●	●
Global Job Families	○	●	●	●
Company specific grading levels (Upgrade for Starter or Professional Edition users: \$300/yr)	○	○	○	●
<b>Results Management / Documentation</b>				
Copy and paste: Results copied to clipboard	●	●	●	●
Draft, save and resume: Data stored on server	○	●	●	●
Comment on and document the grading results	○	●	●	●
Upload of jobs / custom hierarchies (e.g. job families) etc.	○	●	●	●
Upload of job descriptions and other documents	○	●	●	●
<b>User / Access Management</b>				
Multi-user license (additional user licences are priced at \$300/yr)	○ (1)	● (1)	● (3)	● (6)
Standard User Types	○	●	●	●
Unlimited number of read-only-users	○	○	●	●
Functional, role-based access management built on default group policies	○	●	●	●
Fully customisable, enterprise-grade access management based on group policies and organisational structures	○	○	○	●
<b>Competency Management (TMA competency library)</b>				
Default model based on global gradar job families	○	●	●	●
Customisation of job specific competencies, based on global model	○	●	●	●
Custom model based on any custom hierarchy	○	○	○	●
<b>Working Conditions</b>				
Custom model based on client requirements (implementation at cost)	○	○	●	●

● = available ○ = not available



### Job Matching

Job Matching to compensation surveys	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Custom matching tables to benchmark job codes / labour agreements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

### Compensation Information

Upload and integration of third-party data, e.g. compensation surveys that need to be purchased separately	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Compensation Structuring, design and setup of e.g. pay bands	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>

### System Customisation

Dedicated subdomain	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Custom logo upload	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Custom hierarchies (e.g. job families)	<input type="radio"/>	<input checked="" type="radio"/> (3)	<input checked="" type="radio"/> (3)	<input checked="" type="radio"/> (6)
Custom organisational structure (for access management)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Organisation specific wording (quality check & implementation at cost)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

### Analytics & Reports

Cross Comparison (Upgrade for Starter or Professional Edition: \$600/yr)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Export of tabular grading results / competencies in CSV / XLSX	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Export of job specific grading results / competencies in DOCX	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>

### Security

Hosting in data centre of Telekom Deutschland, certified CSA Star Level 2, Trusted Cloud Data Protection Profile (TCDP) 1.0, ISO 9001, 14001, 22301, 20000, 27001, 27017, 27018, TÜV Trusted Cloud	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Comprehensive overview of technical and organisational measures for data protection in accordance with Article 32 of the GDPR	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Single Sign-On (SSO) with Okta. Use your Okta-based identity access management to log users into the gradar app.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

### Technical Requirements

- (1) gradar.com is a web-based application, thus the use requires a web-enabled end device as well as an internet connection on the side of the client.
- (2) The internet connection should meet current state of the art technical requirements in terms of stability and bandwidth.
- (3) To use the software, knowledge of using internet browsers, simple web applications and office software is required as well as a valid email account.
- (4) Access and use are through an internet browser.
- (5) Access is enabled via an individual Login-ID (email address) and a password through an encrypted SSL connection to [www.gradar.com](http://www.gradar.com).

● = available ○ = not available

- 
- (6) Regular updates of the gradar application will be released on the server and made available to all users based on the content of their subscribed license.
  - (7) The job grading results are saved with a version code. This is to ensure, that the result stays consistent when a position is re-evaluated, even if a new version of the application or the algorithm of the job evaluation has been published.
-

# GRADAR PRIVACY POLICY

Concerning the processing of personal data by gradar, LLC (“gradar”) on behalf of  
Tulsa County

in accordance with Article 28 (3) of the EU General Data Protection Regulation (GDPR).

## §0. PREAMBLE

This annex details gradar’s commitment to the protection of personal data, associated with the processing of personal data on behalf of Client as a data controller (as that term is described in the GDPR), and described in detail in the agreement dated 3/27/20 (hereinafter, the “Agreement”). The notice herein shall apply to any and all activities associated with the Agreement, in whose scope gradar’s employees or agents process Client’s personal data (hereinafter, “Data”) on behalf of Client as a controller (hereinafter, “Contract Processing”)

## § 1. SCOPE, DURATION AND SPECIFICATION AS TO CONTRACT DATA PROCESSING ON BEHALF OF CLIENT

The scope and duration as well as the extent and nature of the collection, processing and use of personal data shall be as defined in the Agreement. Processing on behalf shall include in particular, but not be limited to, the categories of personal data listed in the table below:

### Elements of data processing:

<b>Category of data</b>	<b>Purpose of collection, processing or use of data</b>	<b>Subjects the data relates to</b>
<b>Name and email address</b>	Access to job evaluation system on www.gradar.com	Selected employees of the Client which are allowed to use the job evaluation system
<b>Job descriptions and commentaries</b>	Documenting the results of the job evaluation on www.gradar.com	Employees of the Client whose jobs were analytically evaluated with www.gradar.com, provided that their names are mentioned in the documents
<b>Biographical data</b> Gender, date of birth / age <b>HR master data</b> e.g. personnel number, seniority, qualification level, position title, (level of) pay components	Data collection for reward analysis and reward structure	Employees of the Client, who’s data are part of a reward analysis and reward structure
<b>Email traffic</b>	Customary email traffic	Employees of the Client that communicate with the employees of the contractor via email

<b>Project related data</b> e.g. org. charts, job descriptions, labour-management contracts, agreements, guidelines	Project work on HR issues	Employees of the Client or other persons whose names / data are in the documents
--	---------------------------	--

Except where this annex expressly stipulates any surviving obligation, the term of this annex shall follow the term of the Agreement.

## § 2. SCOPE OF APPLICATION AND RESPONSIBILITIES

- (1) gradar shall process personal data on behalf of Client. The foregoing shall include the activities enumerated and detailed in the Agreement and its scope of work. Within the scope of the Agreement, Client shall be solely responsible for complying with the statutory data privacy and protection regulations, including, but not limited to, the lawfulness of the transmission to the gradar and the lawfulness of processing; Client shall be the »controller« in accordance with Article 4 no. 7 of the GDPR.
- (2) The Client's individual instructions to gradar on Contract Processing shall, initially, be as detailed in the Agreement. Client shall, subsequently, be entitled to, in writing or in a machine-readable format (in text form), modifying, amending or replacing such individual instructions by issuing such instructions to the point of contact designated by gradar. Instructions not foreseen in or covered by the Agreement shall be treated as requests for changes to the statement of work. Client shall, without undue delay, confirm in writing or in text form any instruction issued orally.

## § 3. GRADAR'S OBLIGATIONS

- (1) Except where expressly permitted by Article 28 (3)(a) of the GDPR, gradar shall process data subjects' Data only within the scope of the statement of work and the instructions issued by Client. Where gradar believes that an instruction would be in breach of applicable law, gradar shall notify the Client of such belief without undue delay. gradar shall be entitled to suspending performance on such instruction until Client confirms or modifies such instruction.
- (2) gradar shall, within gradar's scope of responsibility, organise gradar's internal organisation so it satisfies the specific requirements of data protection. gradar shall implement technical and organisational measures to ensure the adequate protection of Client's data, which measures shall fulfil the requirements of the GDPR and specifically its Article 32. gradar shall implement technical and organisational measures and safeguards that ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services. Client is familiar with these technical and organisational measures, and it shall be Client's responsibility that such measures ensure a level of security appropriate to the risk.

gradar reserves the right to modify the measures and safeguards implemented, provided, however, that the level of security shall not be less protective than initially agreed upon.

- (3) gradar shall support Client, insofar as is agreed upon by the parties, and where possible for gradar, in fulfilling data subjects' requests and claims, as detailed in chapter III of the GDPR and in fulfilling the obligations enumerated in Articles 33 to 36 of the GDPR.
- (4) gradar warrants that all employees involved in Contract Processing of Client's Data and other such persons as may be involved in Contract Processing within gradar's scope of responsibility shall be prohibited from processing Data outside the scope of the instructions. Furthermore, gradar warrants that any person entitled to process Data on behalf of Controller has undertaken a commitment to secrecy or is subject to an appropriate statutory obligation to secrecy. All such secrecy obligations shall survive the termination or expiration of such Contract Processing.
- (5) gradar shall notify Client, without undue delay, if gradar becomes aware of breaches of the protection of personal data within gradar's scope of responsibility.  
gradar shall implement the measures necessary for securing Data and for mitigating potential negative consequences for the data subject; gradar shall coordinate such efforts with Client without undue delay.
- (6) gradar shall notify to Client the point of contact for any issues related to data protection arising out of or in connection with the Agreement.
- (7) gradar warrants that gradar fulfils its obligations under Article 32 (1)(d) of the GDP to implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- (8) gradar shall correct or erase Data if so instructed by Client and where covered by the scope of the instructions permissible. Where an erasure, consistent with data protection requirements, or a corresponding restriction of processing is impossible, gradar shall, based on Client's instructions, and unless agreed upon differently in the Agreement, destroy, in compliance with data protection requirements, all carrier media and other material or return the same to Client.

In specific cases designated by Client, such Data shall be stored or handed over. The associated remuneration and protective measures shall be agreed upon separately, unless already agreed upon in the Agreement.

- (9) gradar shall, upon termination of Contract Processing and upon Client's instruction, return all Data, carrier media and other materials to Client or delete the same.
- (10) Where a data subject asserts any claims against Client in accordance with Article 82 of the GDPR, gradar shall support Client in defending against such claims, where possible.

#### § 4. CLIENT'S OBLIGATIONS

- (1) Client shall notify gradar, without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by Client in the results of gradar's work.
- (2) Section 3 para. 10 above shall apply, mutatis mutandis, to claims asserted by data subjects against gradar in accordance with Article 82 of the GDPR.
- (3) Client shall notify to gradar the point of contact for any issues related to data protection arising out of or in connection with the Agreement.

#### § 5. ENQUIRIES BY DATA SUBJECTS

- (1) Where a data subject asserts claims for rectification, erasure or access against gradar, and where gradar is able to correlate the data subject to Client, based on the information provided by the data subject, gradar shall refer such data subject to Client. gradar shall forward the data subject's claim to Client without undue delay. gradar shall support Client, where possible, and based upon Client's instruction insofar as agreed upon. gradar shall not be liable in cases where Client fails to respond to the data subject's request in total, correctly, or in a timely manner.

#### § 6. OPTIONS FOR DOCUMENTATION

- (1) gradar shall document and prove to Client gradar's's compliance with the obligations agreed upon in this exhibit by appropriate measures.
- (2) Where, in individual cases, audits and inspections by Client or an auditor appointed by Client are necessary, such audits and inspections will be conducted during regular business hours, and without interfering with gradar's operations, upon prior notice, and observing an appropriate notice period. gradar may also determine that such audits and inspections are subject to prior notice, the observation of an appropriate notice period, and the execution of a confidentiality undertaking protecting the data of other clients and the confidentiality of the technical and organisational measures and safeguards implemented. gradar shall be entitled to rejecting auditors which are competitors of gradar.

In order to assist the contractor in carrying out an inspection, gradar may charge a fee in the amount of one consulting daily rate. The time and effort involved in an inspection is generally limited to one day per calendar year for the Contractor.

- (3) Where a data protection supervisory authority or another supervisory authority with statutory competence for Client conducts an inspection, para. 2 above shall apply mutatis mutandis. The execution of a confidentiality undertaking shall not be required if such supervisory authority is subject to professional or statutory confidentiality obligations whose breach is sanctionable under the applicable criminal code.

## § 7. SUBCONTRACTORS (FURTHER PROCESSORS ON BEHALF OF CLIENT)

- (1) Client data submitted to gradar pursuant to the Agreement will be processed by QPM Quality Personnel Management GmbH, Am Haferkamp 78, D-40589 Düsseldorf Germany
- (2) QPM shall use subcontractors as further processors on behalf of Client only where approved in advance by Client.
- (3) A subcontractor relationship shall be subject to such consent of QPM commissioning further suppliers or subcontractors with the performance agreed upon in the Agreement, in whole or in part. QPM shall conclude, with such subcontractors, the contractual instruments necessary to ensure an appropriate level of data protection and information security.

The contractually agreed services or the partial services described below are carried out by means of the following subcontractors:

<b>Subcontractor name and address</b>	<b>Description of the individual deliverables</b>
QPM Quality Personnel Management GmbH Am Haferkamp 78, D- 40589 Düsseldorf, Germany [The manufacturer]	Development and administration of the internet-based software „gradar the job evaluation engine“ on *.gradar.com
Telekom Deutschland GmbH, Landgrabenweg 151, D-53227 Bonn, Germany [The manufacturer’s subcontractor]	Hosting of the internet-based software „gradar the job evaluation engine“ on *.gradar.com
STRATO AG, Pascalstraße 10, D-10587 Berlin, Germany [The manufacturer’s subcontractor]	Hosting of gradar’s websites
Mailjet SAS, 13-13 bis, rue de l’Aubrac, 75012 Paris, France [The manufacturer’s subcontractor]	Email and SMS sending solution and related Services
Adobe Systems Software Ireland Limited, 4-6 Riverwalk, City West Business Campus, Saggart D24, Dublin, Ireland [The manufacturer’s subcontractor]	Provision of Adobe Sign, a cloud-based e-signature service that lets us send, sign, track, and manage signature processes using a browser or mobile device.
TeamDrive Systems GmbH, Max-Brauer-Allee 50, D-22765 Hamburg [The manufacturer’s subcontractor]	Server-drive for saving and synchronising all files of gradar, LLC and QPM GmbH with end-to-end encryption on servers in Europe

- (4) Core and supporting processes of the manufacturer are also documented in their procedural register.
- (5) gradar shall obtain Client’s consent prior to the use of new or the replacement of existing subcontractors. Client shall be entitled to withholding consent only for material reasons related to statutory data protection regulations.
- (6) Where gradar commissions subcontractors, gradar shall be responsible for ensuring that gradar’s obligations on data protection resulting from the Agreement and this exhibit are valid and binding upon subcontractor.

## § 8. OBLIGATIONS TO NOTIFY, MANDATORY WRITTEN FORM, CHOICE OF LAW

- (1) Where Client's data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in gradar's control, gradar shall notify Client of such action without undue delay. gradar shall, without undue delay, notify to all pertinent parties in such action, that any data affected thereby is in Client's sole property and area of responsibility, that data is at Client's sole disposition, and that Client is the responsible body in the sense of the GDPR.
- (2) No modification of this annex and/or any of its components – including, but not limited to, gradar's representations and warranties, if any – shall be valid and binding unless made in writing and then only if such modification expressly states that such modification applies to the regulations of this annex. The foregoing shall also apply to any waiver or modification of this mandatory written form.
- (3) In case of any conflict, the regulations of this annex shall take precedence over the regulations of the agreement. Where individual regulations of this annex are invalid or unenforceable, the validity and enforceability of the other regulations of this annex shall not be affected.
- (4) This annex is subject to the laws of the Federal Republic of Germany.

## § 9 LIABILITY AND DAMAGES

- (1) Client and gradar shall be liable to data subject in accordance with Article 82 of the GDPR