

General Terms and Conditions for using the free Basic Edition of gradar.com

§ 1. Subject matter of this contract

- (1) During the contract period (see § 2.) the user is authorised to use the internet based analytical job evaluation system “gradar the job evaluation engine” developed by QPM Quality Personnel Management GmbH in the “Basic” version.
- (2) The system is available in the paid editions “Starter”, “Professional” and “Enterprise” as well.
- (3) Functional scope and pre-requisites of use are specified in **attachments 1 and 4**.

§ 2. Contract Period

- (1) The contract starts with the date of the online registration and has a 3-month duration.
- (2) The contract period expands automatically for another 3 months, if the contract is not terminated 4 weeks before expiration.
- (3) The user has the right to terminate the contract at any time without giving reasons and without any period of notice. The termination can be declared in text form (e.g. email) or by deletion of the account by the user.
- (4) If the e-mail address used for registration is not confirmed within 10 days, or if 210 days pass without log-in, the account will be deleted for reasons of data economy.
- (5) QPM is entitled in addition to the time-bound termination to terminate the contract without notice exceptionally when there is good cause. A good cause exists in particular if the user
 - uses the contact form to advertise or to send objectionable content,
 - attempts to modify in whole or in part, adapt or decompile the software as far as it goes beyond the boundaries of §§ 69d Abs. 3, 69e UrhG,
 - severely violates to fulfil his contractual obligations in any other way,
 - seriously and culpably violates other legislation when using the website.
- (6) In these cases QPM is also entitled to block or delete the user account for a limited time or permanently and to refuse the setup of a new user account.

§ 3. Fees, Due Date, Right of Retention

- (1) The annual user fee to be paid by the user amounts to
for the **Basic-Version** with one user: 0,- €
The user fee includes hosting and technical support.
- (2) An upgrade from the Basic edition to the Starter, Professional or Enterprise edition is possible at any time.
- (3) The user fee does not include consulting or training. These services need to be agreed separately.
- (4) If the user falls behind on payment for agreed additional services by more than 14 days, QPM can exercise its right of retention and lock access to the basic-edition of the software.

§ 4. Contact

For support services, the QPM team is available via phone on +49 (0) 211 9367 249-0 or via email on support@gradar.com.

gradar the job evaluation engine is a product of:

QPM Quality Personnel Management GmbH

Am Haferkamp 78

D-40589 Düsseldorf

Managing Director: Philipp Schuch

Registered Office: Düsseldorf

District Court: Düsseldorf, HRB 73656

VAT-ID: DE297336053

Tax-ID: 106/5722/0606

§ 5. Data Protection and Data security

- (1) The internet based job evaluation programme is hosted on servers provided by Telekom Deutschland GmbH, Landgrabenweg 151, D-53227 Bonn, Germany. The internet connection is encrypted with SSL.
- (2) All data copied in the clipboard is deleted once the browser connection is terminated or the user logs out or the content is overwritten with something else.
- (3) The software evaluates positions. This means that no personal data needs to be transmitted to the. In the Enterprise version it is possible (but not required) to save personal data on the server in the comment fields or by uploading job-descriptions.
- (4) Data protection provisions for all contract partners are regulated separately in attachment 2.
- (5) A list of technical and organisational measures for data protection is provided in attachment 3 of this contract.
- (6) By using the basic edition of gradar and confirming the e-mail address, the user agrees that QPM may contact him by phone, e-mail or by means of automated notifications (e-mail). This consent can be revoked at any time informally in writing or by e-mail.
- (7) QPM reserves the right to forward the contact data (name, e-mail address, telephone number) of newly registered basic users to a local partner for the purpose of a sales follow-up. The list of partners is published on <https://www.gradar.com/>
- (8) The partners are obliged to use the contact data only for individual, sales-oriented follow-ups and not to store the data in CRM systems or use it for mailing campaigns.

§ 6. Place of Jurisdiction and Applicable Law

- (1) If the user is merchant acc. to German law, the place of jurisdiction is Dusseldorf, Germany.
- (2) This contract is subject to German jurisdiction to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, (CISG, April 4th, 1980) and German international civil law.

Attachment 1: Pre-Requisites of Use

§ 1. Technical Pre-Requisites

- (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 on using internet browsers, simple web applications and office software is required as well as a valid email account.
- (4) The client purchases a temporary user licence and is provided with access data by QPM as the provider of the application. Access and use takes place by using an internet browser.

§ 2. Access

Access is enabled via an individual Login-ID (email address) and a password through an encrypted SSL connection to www.gradar.com.

§ 3. Updatemanagement

- (1) Updates of the gradar application will be published on the server in the case of technical or contentual necessity.
- (2) The 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.

Attachment 2: Data Protection Provisions

Concluded by and between

The User

- User -

and

QPM Quality Personnel Management GmbH

Am Haferkamp 78

D-40589 Düsseldorf,

represented by the managing director Mr. Philipp Schuch

- QPM -

on the processing of personal data on behalf of a controller in accordance with Article 28 (3) of the EU General Data Protection Regulation (GDPR).

§0. Preamble

This annex details the parties’ obligations on the protection of personal data, associated with the processing of personal data on behalf of Company as a data controller, and described in detail in the foregoing agreement (hereinafter, the “Agreement”). Its regulations shall apply to any and all activities associated with the Agreement, in whose scope Supplier’s employees or agents process Company’s personal data (hereinafter, “Data”) on behalf of Company as a controller (hereinafter, “Contract Processing”)

§ 1. SCOPE, DURATION AND SPECIFICATION AS TO CONTRACT DATA

PROCESSING ON BEHALF

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:

Category of data	Purpose of collection, processing or use of data	Subjects the data relates to
Name and email address	Access to job evaluation system on www.gradar.com	Selected employees of the USER which are allowed to use the job evaluation system
Job descriptions and commentaries	Documenting the results of the job evaluation on www.gradar.com	Employees of the User who’s jobs were analytically evaluated with www.gradar.com, provided that their names are mentioned in the documents
Biographical data Gender, date of birth / age HR master data e.g. personnel number, seniority, qualification level, position title, (level of) pay components	Data collection for reward analysis and reward structure	Employees of the User, who’s data are part of a reward analysis and reward structure
Email traffic	Customary email traffic	Employees of the User that communicate with the employees of the contractor via email
Project related data e.g. orgcharts, job descriptions, labour-management contracts, agreements, guidelines	Project work on HR issues	Employees of the User or other persons who’s 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) QPM shall process personal data on behalf of User. The foregoing shall include the activities enumerated and detailed in the Agreement and its scope of work. Within the scope of the Agreement, User 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 QPM and the lawfulness of processing; User shall be the »controller« in accordance with Article 4 no. 7 of the GDPR.
- (2) The User's individual instructions to QPM on Contract Processing shall, initially, be as detailed in the Agreement. Company 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 Supplier. Instructions not foreseen in or covered by the Agreement shall be treated as requests for changes to the statement of work. Company shall, without undue delay, confirm in writing or in text form any instruction issued orally.

§ 3. Supplier's Obligations

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

QPM 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) QPM shall support Company, insofar as is agreed upon by the parties, and where possible for QPM, 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) QPM warrants that all employees involved in Contract Processing of User's Data and other such persons as may be involved in Contract Processing within QPM's scope of responsibility shall be prohibited from processing Data outside the scope of the instructions. Furthermore, QPM 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) QPM shall notify User, without undue delay, if QPM becomes aware of breaches of the protection of personal data within QPM's scope of responsibility.

QPM shall implement the measures necessary for securing Data and for mitigating potential negative consequences for the data subject; QPM shall coordinate such efforts with User without undue delay.

- (6) QPM shall notify to User the point of contact for any issues related to data protection arising out of or in connection with the Agreement.
- (7) QPM warrants that QPM fulfills 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) QPM shall correct or erase Data if so instructed by User 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, Supplier shall, based on User'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 User.

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

§ 4. User's Obligations

- (1) User shall notify QPM, without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by User in the results of QPM's work.
- (2) Section 3 para. 10 above shall apply, mutatis mutandis, to claims asserted by data subjects against QPM in accordance with Article 82 of the GDPR.
- (3) User shall notify to QPM 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 QPM, and where QPM is able to correlate the data subject to User, based on the information provided by the data subject, QPM shall refer such data subject to User. QPM shall forward the data subject's claim to User without undue delay. QPM shall support User, where possible, and based upon User's instruction insofar as agreed upon. QPM shall not be liable in cases where User fails to respond to the data subject's request in total, correctly, or in a timely manner.

§ 6. Options for Documentation

- (1) QPM shall document and prove to User QPM's compliance with the obligations agreed upon in this exhibit by appropriate measures.
- (2) Where, in individual cases, audits and inspections by User or an auditor appointed by User are necessary, such audits and inspections will be conducted during regular business hours, and without interfering with QPM's operations, upon prior notice, and observing an appropriate notice period. QPM 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 customers and the confidentiality of the technical and organisational measures and safeguards implemented. QPM shall be entitled to rejecting auditors which are competitors of QPM.

In order to assist the contractor in carrying out an inspection, QPM 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 User 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 User)

- (1) QPM shall use subcontractors as further processors on behalf of User only where approved in advance by User.
- (2) A subcontractor relationship shall be subject to such consent of QPM commissioning further supplier 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:

Subcontractor name and address	Description of the individual deliverables
Telekom Deutschland GmbH, Landgrabenweg 151, D-53227 Bonn, Germany	Hosting of the internet-based software „gradar the job evaluation engine“ on *.gradar.com
STRATO AG, Pascalstraße 10, D-10587 Berlin, Germany	Hosting of QPM’s websites such as www.qpm.de, www.gradar.com, www.functiewaardering.net etc. and the Mailserver
Unicon universal identity control GmbH Ridlerstraße 57, 80339 Munich, Germany	Hosting of QPM’s Secure File Exchange platform on https://www.idgard.de/
Mailjet SAS, 13-13 bis, rue de l’Aubrac, 75012 Paris, France	Email and SMS sending solution and related Services
Adobe Systems Software Ireland Limited, 4-6 Riverwalk, City West Business Campus, Saggart D24, Dublin, Ireland	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	Server-drive for saving and synchronising all files QPM GmbH with end-to-end encryption on servers in Europe
Duplexmedia GmbH & Co. KG, Talstraße 24, D-40217 Düsseldorf	Development and administration of the internet-based software „gradar the job evaluation engine“ on *.gradar.com as well as QPM’s websites
Björn Weinbrenner, Oppelner Str. 29, D-10997 Berlin	Development and administration of the internet-based software „gradar the job evaluation engine“ on *.gradar.com as well as QPM’s websites
Rüdiger Kuhn Wirtschafts- und Steuerberatung, Kaiserswerther Str. 45, D-40477 Düsseldorf	Accounting and Taxation

- (3) Core and supporting processes are also documented in the procedural register.

- (4) QPM shall obtain User's consent prior to the use of new or the replacement of existing subcontractors. User shall be entitled to withholding consent only for material reasons related to statutory data protection regulations.
- (5) Where Supplier commissions subcontractors, Supplier shall be responsible for ensuring that Supplier'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 User'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 QPM's control, QPM shall notify User of such action without undue delay. QPM shall, without undue delay, notify to all pertinent parties in such action, that any data affected thereby is in User's sole property and area of responsibility, that data is at User's sole disposition, and that User 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, QPM'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) User and QPM shall be liable to data subject in accordance with Article 82 of the GDPR

Attachment 3: Technical and organisational measures for data protection in accordance with Article 32 of the GDPR

+++ as of 15/01/2020 +++

Hosting partners:

For our hosting partners Telekom Deutschland GmbH and Strato AG's technical and organisational measures please see the following websites:

Telekom Deutschland GmbH:

- <https://cloud.telekom.de/en/infrastructure/open-telekom-cloud/more/compliance>

Strato AG:

- <https://www.strato.de/sicherheit/>
- <https://www.strato-hosting.co.uk/about-us/data-centres/>

Both data centres are ISO 27001 certified, amongst other.

Access control to business premises of QPM GmbH:

- No public access
- Security locks and doors

Access control

QPM GmbH

Technical Measures:

- Authentication with user-ID and password
- Use of anti-virus software
- Use of firewalls
- Encryption of storage devices
- Encryption of smartphones

Organisational Measures:

- Managed user permissions

gradar.com application

Technical Measures:

- Authentication with user-ID and password
- Use of anti-virus software
- Use of load balancer and firewall

Organisational Measures:

- Managed user permissions

- Password rules

- Password rules

Access control

QPM GmbH

Technical Measures:

- Use of paper shredders
- Physical deletion of storage devices before re-usage
- Logging of access to applications, in particular when entering, changing and deleting data
- Encrypted data storage devices

Organisational Measures:

- Reduction of the number of administrators to the minimum
- Password policies including changes and length
- User rights management by system administrators

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Technical Measures:

- Logging of access to applications, in particular when entering, changing and deleting data
- Password encryption

Organisational Measures:

- Reduction of the number of administrators to the minimum
- User rights management by system administrators
- Administration of company-specific access rights through company administrators (Enterprise Edition)

Transfer control

QPM GmbH

Technical Measures:

- Encryption and password protection of single documents for the secure data transfer with the Consultant or clients
- Encrypted TeamDrive for administrative Client data with separate access rights
- Encrypted TeamDrive for project related Client data with separate access rights

Organisational Measures:

- Exchange of Client data via encrypted connections
- Raising of employee awareness

Data entry control

QPM GmbH

Technical Measures:

- Logging of input, modification and deletion of data

Organisational Measures:

- Traceability of input, modification and deletion of data by individual username

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Technical Measures:

- Access protection for the job evaluation results in separate "organisational units" at user management level (Enterprise Edition)

Organisational Measures:

- Raising awareness for security features among company administrators

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Technical Measures:

- Logging of input, modification and deletion of data

Organisational Measures:

- Traceability of input, modification and deletion of data by individual username

Contractor control of QPM GmbH

Organisational Measures:

- Selection of the contractor under due diligence (in particular with regard to data security and technical competence)
- Written instructions to the contractor
- Ensuring the destruction of data after completion of the order
- Obligation of the employees of the contractor to data secrecy

Availability control

QPM GmbH

Technical Measures:

- Fire extinguishers
- Smoke detectors
- Instruments to monitor temperature and humidity on the business premises
- Protection sockets in the business premises
- Interruption-free power supply for local servers

Organisational Measures:

- Backup storage at a secure and external place via TeamDrive
- Data recovery tests
- Local servers not situated below sanitary installations

Availability control

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Please refer to Telekom Deutschland GmbH's technical and organisation measures from their website:

<https://cloud.telekom.de/en/infrastructure/open-telekom-cloud/more/compliance>

Separation requirements

QPM GmbH

Technical Measures :

- Separation of administrative and project related Client data on different TeamDrive spaces

Organisational Measures :

- Definition of access rights

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Technical Measures :

- Separation of testing and live systems
- Software Design Pattern for automated limitation of data access
- Pseudonymised test data

Organisational Measures :

- Definition of access rights

Attachment 4: gradar features and pricing 2020

gradar Version	Basic	Starter	Professional	Enterprise
	0 € /yr	1,250 € /yr	2,500 € /yr	5,000 € /yr
Job Evaluation	unlimited jobs	up to 75 jobs	unlimited jobs	unlimited jobs
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: €250/yr)	○	○	○	●
Results Management / Documentation				
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	○	●	●	●
User / Access Management				
Multi-user license (additional user licences are priced at €250/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	○	○	○	●
Competency Management (TMA competency library)				
Default model based on global gradar job families	○	●	●	●
Customisation of job specific competencies, based on global model	○	●	●	●
Custom model based on any custom hierarchy	○	○	○	●
Working Conditions				
Custom model based on client requirements (implementation at cost)	○	○	●	●
Job Matching				
Job Matching to compensation surveys	○	●	●	●

● = available ○ = not available

gradar Version	Basic	Starter	Professional	Enterprise
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: €500/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"/>

● = available ○ = not available