



Nutzungsbedingungen

Governikus COM Vibilia

Governikus COM Vibilia, Version 10.18.4

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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.

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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.

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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.

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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

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 - aa) direkt von der Governikus KG oder
 - bb) von einem Vertriebspartner der Governikus KG entweder einzeln oder in einem Produktpaket

erworben oder

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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.

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3rd Party Software	Version	File	License
AdoptOpenJDK	25*	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	1.19	batik-all-1.19.jar	Apache License 2.0
Apache Commons Compress	1.28.0	commons-compress-1.28.0.jar	Apache License 2.0
Apache Commons Codec	1.22.0	commons-codec-1.22.0.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	2.22.0	commons-io-2.22.0.jar	Apache License 2.0
Apache Commons Lang	3.20.0	commons-lang3-3.20.0.jar	Apache License 2.0
Apache Commons Text	1.15.0	commons-text-1.15.0.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	1.3.0	cryptacular-1.3.0.jar	Apache License 2.0 LGPL 3.0
Apache CXF	4.2.2	cxf-*-4.2.2.jar	Apache License 2.0
Apache Formatting Objects Processor (FOP)	2.11	fop-2.11.jar*	Apache License 2.0
Apache Logging Service	2.26.0	log4j-api-2.26.0.jar, log4j-core-2.26.0.jar, log4j-slf4j-impl-2.26.0.jar	Apache License 2.0
Simple Logging Facade for Java (SLF4J)	2.0.18	slf4j-api-2.0.18.jar, log4j-over-slf4j-2.0.18.jar, jcl-over-slf4j-2.0.18.jar, jul-to-slf4j-2.0.18.jar	Apache License 2.0 MIT License
Project Lombok	1.18.46	lombok-1.18.46.jar	MIT License
Apache Neethi	3.2.2	neethi-3.2.2.jar	Apache License 2.0
Apache pdfbox	2.0.36	fontbox-2.0.36.jar, pdfbox-2.0.36.jar, xmpbox-2.0.36.jar	Apache License 2.0
Apache Velocity Engine	2.4.1	velocity-engine-core-2.4.1.jar	Apache License 2.0
Apache WSS4J	3.0.5	wss4j-*-3.0.5.jar	Apache License 2.0
Apache XML Graphics Commons	2.11	xmlgraphics-commons-2.11.jar	Apache License 2.0
Apache XML Security (Santuario)	3.0.6	xmlsec-3.0.6.jar	Apache License 2.0
ASM	9.9	asm-9.9.jar	BSD Licence 3
Bouncy Castle Security Provider	1.84	bcpkix-jdk18on-1.84.jar, bcprov-jdk18on-1.84.jar, bcutil-jdk18on-1.84.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	2.19.0	dvdv-api-2.19.0.jar, dvdv-impl-2.19.0.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	25.0.2	collections-25.0.2.jar, icu4j-25.0.2.jar, jniutils-25.0.2.jar, js-language-25.0.2.jar, js-scriptengine-25.0.2.jar, nativebridge-25.0.2.jar, nativeimage-25.0.2.jar, polyglot-25.0.2.jar, regex-25.0.2.jar, truffle-*-25.0.2.jar, xz-25.0.2.jar	UPL
Gson	2.13.2	gson-2.13.2.jar	Apache License 2.0
Gson Converter	2.11.0	converter-gson-2.11.0.jar	Apache License 2.0
Guava	33.5.0	guava-33.5.0-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	5.18.1	jna-5.18.1.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	4.0.9	jaxb-core-4.0.9.jar	Eclipse Distribution License - v 1.0
JAXB Runtime	4.0.9	jaxb-runtime-4.0.9.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	2.22.0	jackson-*-2.22.0.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 RESTful Web Services API	3.1.0	jakarta.ws.rs-api-3.1.0.jar	EPL 2.0 GPL 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	4.0.5	jakarta.xml.bind-api-4.0.5.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	4.0.3	jakarta.xml.ws-api-4.0.3.jar	Eclipse Distribution License - v 1.0
Java JWT	4.5.1	java-jwt-4.5.1.jar	MIT License

3rd Party Software	Version	File	License
JetBrains Java Annotations	13.0	annotations-13.0.jar	Apache License 2.0
Jetty	12.1.10	jetty-*-12.1.10.jar	Apache 2.0 EPL 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
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	26.5.6	keycloak-*-26.5.6.jar	Apache License 2.0
Kotlin Stdlib	2.2.21	kotlin-*-2.2.21.jar	Apache License 2.0
OkHttp	4.12.0	okhttp-4.12.0.jar	Apache License 2.0
Okio	3.16.4	Okio-*-3.16.4.jar	Apache License 2.0
Open Card Framework		-	OpenCard CS License
OpenSAML	4.3.2	opensaml-*-4.3.2.jar	Apache License 2.0
OSCI-Bibliothek	2.4.8	osci-bibliothek.jar	EUROPEAN UNION PUBLIC LICENCE v. 1.2 (EUPL)
Retrofit	3.0.0	retrofit-3.0.0.jar	Apache License 2.0
SAAJ Impl	3.0.5	saaj-impl-3.0.5.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	7.2.0	woodstox-core-7.2.0.jar	Apache License 2.0
Java stub generator for WSDL	1.6.3	wSDL4j-1.6.3.jar	CPL 1.0

3rd Party Software	Version	File	License
XML Commons Resolver Component	1.2	xml-resolver-1.2.jar	Apache License 2.0
XMLSchema Core	2.3.2	xmlschema-core-2.3.2.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.

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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

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- 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.
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- 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

6 Lizenzen der Bibliotheken von Drittherstellern

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6.17 Oracle Binary Code License Agreement for the Java SE

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