

Contract for the processing of personal data on behalf of a controller pursuant to Art. 28 GDPR

between the

OPERATOR

- hereinafter referred to as the "**Client**" -

and the

Vectron Systems AG
Willy-Brandt-Weg 41
48155 Münster

- hereinafter referred to as "**Contractor**" -

1. SUBJECT OF THE CONTRACT

As part of the provision of services in accordance with the contractual relationship existing between the parties for the provision of online services / cloud services (hereinafter referred to as the "**Main Agreement**"), it is necessary for the Contractor to handle personal data for which the Client acts as the data controller within the meaning of the data protection regulations (hereinafter referred to as "**Client Data**"). This Agreement specifies the rights and obligations of the Parties under data protection law in connection with the Contractor's handling of Client Data for the performance of the Main Agreement.

2. SCOPE OF THE ASSIGNMENT

- 2.1. The Contractor shall process the Client Data on behalf of and in accordance with the instructions of the Client within the meaning of Art. 28 GDPR (commissioned processing). The client remains the responsible party in the sense of data protection law.
- 2.2. The processing of Client Data by the Contractor shall be carried out in the manner, to the extent and for the purpose specified in **Annex 1** to this Contract; the processing concerns the types of personal data and categories of data subjects designated therein. The duration of the processing shall correspond to the duration of the Main Contract.
- 2.3. The Contractor reserves the right to anonymise or aggregate the Client Data so that it is no longer possible to identify individual data subjects and to use it in this form for the purpose of demand-oriented design, further development and optimisation as well as the provision of the service agreed in accordance with the main contract. The Parties agree that anonymised Client Data or Client Data aggregated in accordance with the above provision shall no longer be deemed Client Data within the meaning of this Agreement.
- 2.4. The Contractor may process and use the Client Data within the scope of what is permissible under data protection law for its own purposes and on its own responsibility if a statutory permission provision or a declaration of consent by the data subject permits this. This contract does not apply to such data processing.
- 2.5. The processing of Client Data by the Contractor shall generally take place within the European Union or in another contracting state of the Agreement on the European Economic Area (EEA). The Contractor is nevertheless permitted to process Client Data outside the EEA in compliance

with the provisions of this Agreement if it informs the Client in advance of the location of the data processing and the requirements of Articles 44 - 48 of the GDPR are met or an exception pursuant to Article 49 of the GDPR applies.

3. POWERS OF THE PRINCIPAL TO ISSUE INSTRUCTIONS

- 3.1. The Contractor shall process the Client Data in accordance with the Client's instructions, unless the Contractor is required by law to process them otherwise. In the latter case, the Contractor shall notify the Client of such legal requirements prior to processing, unless the relevant law prohibits such notification due to an important public interest.
- 3.2. The instructions of the Principal are in principle conclusively defined and documented in the provisions of this Contract. Individual instructions which deviate from the stipulations of this contract or which impose additional requirements require the prior consent of the Contractor and shall be carried out in accordance with the amendment procedure stipulated in the main contract, in which the instruction is to be documented and the assumption of any resulting additional costs of the Contractor by the Client is to be regulated.
- 3.3. The Contractor warrants that it will process the Client Data in accordance with the Client's instructions. If the Contractor is of the opinion that an instruction of the Client violates this Agreement or the applicable data protection law, it shall be entitled, after notifying the Client accordingly, to suspend the execution of the instruction until the Client confirms the instruction. The parties agree that the sole responsibility for the processing of the Client Data in accordance with the instructions lies with the Client.

4. RESPONSIBILITY OF THE PRINCIPAL

- 4.1. The Client shall be solely responsible for the lawfulness of the processing of the Client Data and for the protection of the rights of the data subjects in the relationship between the Parties. Should third parties assert claims against the Contractor based on the processing of Client Data in accordance with this Agreement, the Client shall indemnify the Contractor against all such claims upon first request.
- 4.2. The Client is responsible for providing the Contractor with the Client Data in a timely manner for the performance of services under the Main Contract and is responsible for the quality of the Client Data. The Client shall inform the Contractor immediately and in full if it discovers errors or irregularities with regard to data protection provisions or its instructions when checking the Contractor's order results.
- 4.3. Upon request, the Customer shall provide the Contractor with the information referred to in Art. 30 (2) GDPR, insofar as the Contractor does not have this information itself.
- 4.4. If the Contractor is obliged vis-à-vis a government agency or a person to provide information on the processing of Client Data or to otherwise cooperate with such agencies, the Client shall be obliged to support the Contractor upon first request in providing such information or in fulfilling other obligations to cooperate.

5. PERSONNEL REQUIREMENTS

The Contractor shall oblige all persons who process Client Data to maintain confidentiality with regard to the processing of Client Data.

6. SAFETY OF PROCESSING

- 6.1. The Contractor shall, in accordance with Article 32 of the GDPR, take necessary and appropriate technical and organisational measures, taking into account the state of the art, the implementation costs and the nature, scope, circumstances and purposes of the processing of the Client Data, as well as the varying likelihood and severity of the risk to the rights and freedoms of the data subjects, in order to ensure a level of protection for the Client Data appropriate to the risk (**Annex 2**).
- 6.2. The Contractor is permitted to change or adapt technical and organisational measures during the term of the contract as long as they continue to meet the legal requirements. A corresponding amendment to Annex 2 shall be made available to the Client in each case.
- 6.3. The contractor may allow its employees who are tasked with processing personal data for the client to work on a mobile basis. The term mobile working is understood to mean that employees can do their work temporarily at any location and do not need a fixed workstation in the company to do so. The data is stored on the company's systems in its own data centers or in data centers operated by providers. The data, information, applications, etc. are accessed via end devices and/or services that are secured in accordance with the company's security standards.

7. USE OF OTHER PROCESSORS

- 7.1. The Client hereby grants the Contractor general approval to involve further processors with regard to the processing of Client Data. The further processors called in at the time of conclusion of the contract are shown in **Annex 3**. Contractual relationships with service providers which have as their object the testing or maintenance of data processing procedures or systems by other bodies or other ancillary services, even if access to Client Data cannot be excluded in the process, are generally not subject to approval, as long as the Contractor makes appropriate arrangements to protect the confidentiality of the Client Data.
- 7.2. The Contractor shall inform the Client of any intended changes with regard to the involvement or replacement of further Processors. In individual cases, the Client shall have the right to object to the commissioning of a potential additional Processor. An objection may only be raised by the Client for good cause to be proven to the Contractor. If the Client does not raise an objection within 14 days of receipt of the notification, its right to object to the corresponding commissioning shall expire. If the Client raises an objection, the Contractor shall be entitled to terminate the main contract and this contract with a notice period of 3 months.
- 7.3. The contract between the contractor and the additional processor must impose the same obligations on the latter as are imposed on the contractor by virtue of this contract. The parties agree that this requirement is met if the contract provides for a level of protection equivalent to that of the contract or imposes on the further processor the obligations set out in Article 28(3) of the GDPR.
- 7.4. Subject to compliance with the requirements of Clause 2.5 of this Agreement, the provisions in this Clause 7 shall also apply if another Processor is engaged in a third country. Any relocation to a third country may only take place if the specific requirements of Art. 44 et seq. GDPR are fulfilled.

8. RIGHTS OF DATA SUBJECTS

- 8.1. The Contractor shall support the Client with technical and organisational measures within the bounds of what is reasonable to comply with its obligation to respond to requests to exercise the rights of data subjects to which they are entitled.

- 8.2. To the extent that a data subject submits a request to exercise his or her rights directly to the contractor, the contractor shall forward such request to the client in a timely manner.
- 8.3. The Contractor shall provide the Client with information about the Client Data stored, the recipients of Client Data to whom the Contractor passes it on in accordance with the order, and the purpose of the storage, unless the Client has this information itself or can obtain it itself.
- 8.4. The Contractor shall enable the Client to correct, delete or restrict the further processing of the Client Data within the scope of what is reasonable and necessary against reimbursement of the expenses and costs incurred by the Contractor as a result of this, or to carry out the correction, blocking or restriction of the further processing itself at the request of the Client if and to the extent that this is impossible for the Client itself.
- 8.5. Insofar as the data subject has a right to data portability with respect to the Client Data pursuant to Art. 20 GDPR, the Contractor shall support the Client within the scope of what is reasonable and necessary in providing the Client Data in a common and machine-readable format against reimbursement of the expenses and costs to be proven incurred by the Contractor as a result, if the Client cannot procure the data otherwise.

9. NOTIFICATION AND SUPPORT OBLIGATIONS OF THE CONTRACTOR

- 9.1. Insofar as the Customer is subject to a statutory obligation to report or notify a breach of the protection of Customer Data (in particular pursuant to Art. 33, 34 GDPR), the Contractor shall inform the Customer in a timely manner of any reportable events in its area of responsibility. The Contractor shall support the Client in fulfilling the reporting and notification obligations at the Client's request within the scope of what is reasonable and necessary against reimbursement of the expenses and costs to be proven incurred by the Contractor as a result.
- 9.2. The Contractor shall support the Client within the scope of what is reasonable and necessary against reimbursement of the expenses and costs to be proven incurred by the Contractor as a result in any data protection impact assessments to be carried out by the Client and any subsequent consultations with the supervisory authorities pursuant to Articles 35, 36 of the GDPR.

10. DATA DELETION

- 10.1. The Contractor shall delete the Client Data after termination of this Agreement, unless the Contractor is legally obliged to continue storing the Client Data.
- 10.2. Documentation which serves as proof of the orderly and proper processing of Client Data may be retained by the Contractor even after the end of the contract.
- 10.3. The parties clarify that anonymized client data - e.g. by deletion of data or date components by the contractor, which prevents any personal reference - are excluded from the provisions of this contract.

11. VERIFICATIONS AND CHECKS

- 11.1. The Contractor shall provide the Customer, upon the Customer's request, with all information necessary and available to the Contractor to demonstrate compliance with its obligations under this Agreement.

- 11.2. The Client shall be entitled to check the Contractor with regard to compliance with the provisions of this Agreement, in particular the implementation of the technical and organisational measures; including by means of inspections.
- 11.3. In order to carry out inspections in accordance with clause 11.2, the Customer shall be entitled to enter the Contractor's business premises where Customer Data are processed during normal business hours (Mondays to Fridays from 10 a.m. to 6 p.m.) after giving due notice in accordance with clause 11.5, at its own expense, without disrupting the course of business and subject to strict confidentiality of the Contractor's trade and business secrets.
- 11.4. The Contractor shall be entitled, at its own discretion, taking into account the Client's legal obligations, not to disclose information that is sensitive with regard to the Contractor's business or if the Contractor would violate legal or other contractual regulations by disclosing it. The Client shall not be entitled to have access to data or information concerning other clients of the Contractor, to information concerning costs, to quality review and contract management reports and to any other confidential data of the Contractor which is not directly relevant for the agreed review purposes.
- 11.5. The Client shall inform the Contractor in good time (as a rule at least two weeks in advance) of all circumstances connected with the performance of the inspection. The Client may carry out one inspection per calendar year. Further inspections shall be carried out against reimbursement of costs and after consultation with the Contractor.
- 11.6. If the Client commissions a third party to carry out the inspection, the Client shall oblige the third party in writing in the same way as the Client is obliged towards the Contractor on the basis of this Clause 11 of this Agreement. In addition, the Client shall oblige the third party to maintain secrecy and confidentiality, unless the third party is subject to a professional confidentiality obligation. At the request of the Contractor, the Client shall immediately submit to the Contractor the obligation agreements with the third party. The Client may not commission a competitor of the Contractor with the inspection.
- 11.7. At the Contractor's option, proof of compliance with the obligations under this Agreement may also be provided, instead of by an inspection, by the submission of a suitable, up-to-date attestation or report by an independent body (e.g. auditor, audit, data protection officer, IT security department, data protection auditors or quality auditors) or a suitable certification by IT security or data protection audit - e.g. in accordance with BSI-Grundschutz - ("audit report"), if the audit report reasonably enables the Client to satisfy itself of compliance with the contractual obligations.

12. DURATION AND TERMINATION OF THE CONTRACT

The term and termination of this Agreement shall be governed by the term and termination provisions of the Master Agreement. Termination of the main contract automatically results in termination of this contract. An isolated termination of this contract is excluded.

13. LIABILITY

- 13.1. The exclusions and limitations of liability pursuant to the main contract shall apply to the Contractor's liability under this contract. Insofar as third parties assert claims against the Contractor which have their cause in a culpable breach by the Client of this Agreement or of one of its obligations as a data protection officer, the Client shall indemnify the Contractor against these claims upon first request.

13.2. The Client undertakes also to indemnify the Contractor against any fines imposed on the Contractor to the extent that the Client bears a share of the responsibility for the infringement sanctioned by the fine.

14. FINAL PROVISIONS

14.1. Should individual provisions of this contract be or become invalid or contain a loophole, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the purpose of the invalid provision and meets the requirements of Article 28 of the GDPR.

14.2. In the event of any inconsistency between this Agreement and any other agreement between the parties, in particular the Main Agreement, the provisions of this Agreement shall prevail.

Attachment Directory:

Annex 1: Purpose, nature and scope of data processing, type of data and categories of data subjects

Appendix 2: Technical and organisational measures of the contractor

Appendix 3: Other processors

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