

Data Processing Agreement according to Art. 28 GDPR

This Agreement is concluded

between

Operator of the Inspection System

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

and the Processor

Baumer Inspection GmbH, Lohnerhofstr. 6, 78467 Konstanz, Germany

- hereinafter referred to as the **Supplier** -

- hereinafter together referred to as the **Parties** –

1 Definitions (Art. 4 GDPR)

- 1.1 “Personal data” mean any information relating to an identified or identifiable natural person.
- 1.2 “Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.3 “Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- 1.4 “Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

2 Content of the Agreement (Art. 28 para. 3 GDPR)

- 2.1 This Agreement specifies the privacy obligations of the Parties arising from the existing contractual relationship as well as the respective individual orders placed and the obligations set forth therein. It applies to all activities related hereto and where employees of the Supplier or third parties commissioned by the Supplier may have access to personal data of the Client.
- 2.2 This Agreement describes the subject-matter and duration of the processing (Section 3), the nature and purpose of the processing (Section 4), the type of personal data (Section 5), the categories of data subjects (Section 6) and the obligations and rights of the Parties (Sections 7 to 17).

3 Subject-matter and duration of the processing

- 3.1 The Supplier shall process personal data on behalf of the Client, including activities that are specified by the existing contractual relationship and by the individual orders placed.
- 3.2 The term of this Agreement corresponds to the duration of the existing contractual relationship and the individual orders placed and comes into force upon signature by both Parties.
- 3.3 The processing of personal data shall be carried out within the Federal Republic of Germany, within a Member State of the European Union or within another Contracting State to the Agreement on the European Economic Area.
- 3.4 Any transfer to a third country shall occur in compliance with the specific conditions of Art. 44 et seq. GDPR. The admissibility of the transfer to a third country is based, in individual cases, on an adequacy decision according to Art. 45 GDPR or on the Supplier's compliance with appropriate safeguards according to Art. 46 GDPR.

4 Nature and purpose of the processing

- 4.1 The nature and purpose of the processing of personal data by the Supplier for the Client arise from the existing contractual relationship and from the individual order placed.
- 4.2 In addition, the following description of the nature and purpose of the processing shall apply:
- a) IT support / consulting
 - b) Remote maintenance
 - c) Data backup
 - d) Assistance with software problems and other trouble shooting
 - e) Installing updates and patches

5 Type of personal data

- 5.1 During the performance of the services, the following types of personal data are basically processed:
- customer data
 - user data
 - technical details, such as the session ID
 - person master data

6 Categories of data subjects

The Client's employees are affected by the processing.

7 Documented instructions (Art. 28 para. 3 a) GDPR)

- 7.1 The Supplier shall only process data in the context of the order, i.e. in accordance with the provisions and instructions of the Client arising from the existing contractual relationship and the individual orders placed.
- 7.2 As the Controller according to Art. 4 No. 7 GDPR, the Client shall be responsible for compliance with legal provisions of the privacy laws, in particular for the lawfulness of the data transfer to the Supplier and for the lawfulness of the data processing in the context of this Agreement. Due to this responsibility, the Client may issue instructions to the Supplier during the term and after termination of this Agreement.
- 7.3 Every instruction of the Client shall be in writing or text form (e.g. letter, fax, e-mail, SMS, chat message) and shall be comprehensibly documented. It shall always be comprehensible when and by whom an instruction was given to the Supplier. The Supplier shall only follow instructions in writing or text form.
- 7.4 The Supplier shall inform the Client without undue delay if the Supplier believes that an instruction violates the GDPR or other privacy provisions of the Union or the Member States.

8 Confidentiality (Art. 28 para. 3 b) GDPR)

- 8.1 The Supplier shall ensure that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate legal obligation of confidentiality.
- 8.2 The Supplier shall demonstrate the obligation of confidentiality on request.

9 Technical and organisational measures of the Supplier (Art. 28 para. 3 c) GDPR)

- 9.1 The Controller shall use only processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subject.
- 9.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia:
 - a) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - b) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - c) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 9.3 In assessing the appropriate level of security, the Supplier shall take account of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 9.4 The Supplier shall take steps to ensure that any natural person acting under the authority of the Supplier who has access to personal data does not process them except on instructions from the Controller, unless he or she is required to do so by Union or Member State law.
- 9.5 For ensuring the security and confidentiality of the data, the Supplier shall implement appropriate technical and organisational measures. Supplementary, Appendix description of the Technical and Organisational Measures applies.

10 Engaging other processors (Art. 28 para. 3 d) GDPR)

- 10.1 The Client shall grant the Supplier a general authorisation to engage further processors in accordance with Art. 28 para. 2 GDPR.
- 10.2 The Supplier shall inform the Client of any intended changes concerning the addition or replacement of other processors, thereby giving the Client the opportunity to object to such changes within 14 days.

- 10.3 If the Supplier places orders with further processors, the Supplier shall be obliged to transfer his or her obligations under this Agreement to the other processor. This applies, in particular to the requirements for confidentiality, privacy and data security agreed between the Parties.
- 10.4 The Supplier uses the following additional and already authorised processors to provide his or her services:
- Baumer Management Services AG, Hummelstr. 17, 8501 Frauenfeld, Switzerland

11 Rights of the data subjects (Art. 28 para. 3 e) GDPR)

- 11.1 If the Client is obliged to provide information to an individual person due to applicable privacy laws regarding the processing of data concerning this person, the Supplier shall assist the Client in providing such information.
- 11.2 In particular, the Supplier shall implement appropriate technical and organisational measures to enable the Client to fulfil his or her obligations towards the data subjects.

12 Assisting the Client (Art. 28 para. 3 f) GDPR)

- 12.1 Taking into account the nature of processing and the information available to the Supplier, the Supplier assists the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR with regard to the security of the processing of personal data as well as any existing reporting and notification obligations, data protection impact assessments to be carried out and necessary prior consultations with the supervisory authority.
- 12.2 The Supplier shall ensure an appropriate level of security by technical and organisational measures that take account of the context and purposes of the processing as well as the predicted likelihood and severity of a possible violation of rights due to security gaps and enable an immediate detection of relevant violation incidents.
- 12.3 The Supplier shall be obliged to notify the Client without undue delay of any personal data breach. The Supplier shall assist the Client in his or her obligation to notify according to Art. 33 GDPR and shall provide the Client with any information required without undue delay.
- 12.4 The Supplier shall assist the Client with regard to the Client's obligation to communicate to the data subject according to Art. 34 GDPR and shall provide the Client with all relevant information in this context without undue delay.
- 12.5 The Supplier shall assist the Client in any data protection impact assessments to be carried out according to Art. 35 GDPR.
- 12.6 The Supplier shall assist the Client in any necessary prior consultations with the supervisory authority.

13**End of the provision of services relating to processing
(Art. 28 para. 3 g) GDPR)**

- 13.1 After termination of the existing contractual relationship and the respective individual order, the Supplier shall, on request, deliver to the Client all documents, data and prepared processing results that have come into the Supplier's possession and are related to the contractual relationship.
- 13.2 The Supplier's data carriers shall be physically deleted on request. This also applies to any data backups at the Supplier. The deletion shall be documented in a suitable manner upon request of the Client.

14 Control rights of the Client (Art. 28 para. 3 h) GDPR)

- 14.1 The Client shall have the right to be convinced of the Supplier's technical and organisational measures before starting data processing and afterwards on a regular basis. Therefore, the Client shall obtain information from the Supplier and, after timely notification during normal business hours and without disrupting business operations, limited to once a year, personally convince himself or herself of the Supplier's technical and organisational measures or shall commission a third party accordingly.
- 14.2 The Supplier shall be obliged to provide the Client, on written request within a reasonable period of time, with all information necessary for carrying out an audit. The Supplier shall, in particular, be obliged to demonstrate implementation of appropriate technical and organisational measures. The demonstration of such measures which do not only concern the specific individual order can be provided by:
- a) compliance with approved codes of conduct pursuant to Art. 40 GDPR;
 - b) certification according to an approved certification mechanism pursuant to Art. 42 GDPR;
 - c) current audits, reports or report extracts from independent bodies (e.g. auditors, revision, data protection officers, IT security department, data protection auditors, quality auditors);
 - d) appropriate certification by IT security or data protection audit (e.g. according to the IT baseline protection by the Federal Office for Information Security "BSI-Grundschutz").

15 Rectification, restriction and erasure of data

- 15.1 The Supplier shall not be authorised to rectify, restrict or erase the data processed on behalf of the Client on the Supplier's own authority, but only after documented instructions from the Client. If a data subject contacts the Supplier directly in this respect, the Supplier shall forward this request to the Client.
- 15.2 If agreed, the Supplier shall ensure the availability of a privacy-compliant deletion concept, data portability and the implementation of the rights to rectification and erasure ("right to be forgotten").

16 Data protection officer

- 16.1 The Supplier shall legally be obliged to appoint a data protection officer. The Supplier has fulfilled this obligation.
- 16.2 The data protection officer can be contacted under the following contact details:
- MORGENSTERN consecom GmbH
Große Himmelsgasse 1
67346 Speyer; Germany
Phone: +49 (0) 6232 100 119 44

17 Documentation obligations of the Supplier

- 17.1 The Supplier shall maintain a record of all categories of processing activities carried out on behalf of the Client. That record shall contain the following:
- a) the name and contact details of the Supplier or Suppliers and any controller on whose behalf the Supplier is acting and, where applicable, the Client's or the Supplier's representative and any data protection officer;
 - b) the categories of processing operations carried out on behalf of each Controller;
 - c) where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49 para. 1 GDPR, the documentation of suitable safeguards;
 - d) where possible, a general description of the technical and organisational security measures referred to in Article 32 para. 1 GDPR.
- 17.2 The records shall be in writing, including in electronic form.
- 17.3 The Client and the Supplier and, where applicable, the Client's or the Supplier's representative shall make the record available to the supervisory authority on request.

18 Information obligations, written form clause, applicable law

- 18.1 If the data of the Client are under threat by seizure or confiscation, by insolvency or composition proceedings or by other events or measures of third parties, the Supplier shall inform the Client accordingly. The Supplier shall inform all parties responsible in this context that the sovereignty and ownership of the data lie exclusively with the Client.
- 18.2 Amendments and supplements to this Agreement and all its components, including any assurances given by the Supplier, require a written agreement and the express reference to the fact that this is an amendment or supplement to this Agreement. This also applies to any waiver of this formal requirement.
- 18.3 German law shall apply. The place of jurisdiction shall be the registered office of the Supplier.

Appendix: Technical and Organisational Measures - Baumer Inspection