

\_\_\_\_\_  
*Company (client)*

\_\_\_\_\_  
*Street, house number*

\_\_\_\_\_  
*Post code*

\_\_\_\_\_  
*IPRO Customer Number*

\_\_\_\_\_  
*Full name of data controller*

**Contractor (data processor):**

IPRO GmbH, Steinbeisstrasse 6, DE-71229 Leonberg, Germany

## 1. General

- 1.1 Access to the client's electronic data processing system by remote maintenance is an efficient method of supporting and assisting the client in the use of its system. By this means, the contractor's employees receive access to the stored personal data, allowing data processing in accordance with GDPR Art. 28.
- 1.2 This framework agreement governs the rights and duties of the parties relating to the processing of personal data, and expands on the parties' general data protection declaration. Where the terms "data processing" or "processing" (of data) are used in this agreement, the definition of "processing" is based on GDPR Art. 4(2).
- 1.3 For customers from non-EU countries, the respective national data protection law also applies. The resulting rights and obligations are generally already covered by the provisions of the GDPR.

## 2. Object and period of agreement

- 2.1 The contractor undertakes the support tasks individually specified by the client. These may relate to purely technical activities, such as the installation and configuration of operating system components or peripheral components, or instructions or training courses for using the programs employed in processing personal data or correcting errors in them.
- 2.2 Any processing beyond that specified in Section 2.1 will require a separate, individual agreement for data processing.
- 2.3 This agreement has been made for an indefinite period of time and may be terminated by the client at any time. Termination will come into force immediately after the completion of any currently active procedures.

## 3. Rights and duties of the client

- 3.1 The client is the data controller under GDPR Art. 4(7), with responsibility for processing of data on its behalf by the contractor. In accordance with Section 4, Para. 5, the contractor is entitled to advise the client when in its opinion the contract and/or an instruction constitutes impermissible data processing.
- 3.2 As data controller, the client is responsible for safeguarding the rights of the data subjects. The contractor shall immediately inform the client if data subjects assert their rights against the contractor.

- 3.3 The client is entitled to issue the contractor at any time with supplementary instructions regarding the type and scope of data processing and the procedures necessary. Instructions must be in text form (e.g. email).
- 3.4 The client shall inform the contractor immediately on discovering an error or irregularities in connection with the processing of personal data by the contractor.
- 3.5 In the case that the client has a duty to inform third parties, in accordance with GDPR Art. 33 and 34, or some other statutory reporting obligation, the client is responsible for compliance with this.

## 4. Duties of the contractor

- 4.1 The contractor shall process personal data exclusively within the terms of the agreements made and/or in compliance with any supplementary instructions given by the client. Exceptions from this are statutory rules which may oblige the contractor to process the data in a different way. In such cases, the contractor shall inform the client of these statutory requirements prior to processing, unless the relevant legislation prohibits this due to an important public interest. Otherwise, the purposes, nature and scope of the data processing shall exclusively follow this agreement and/or the client's instructions. No data processing by the contractor which deviates from this shall be permitted unless the client has given its consent in writing.
  - 4.2 The contractor undertakes to perform contract data processing by remote maintenance only from locations in the Member States of the European Union (EU) or the European Economic Area (EEA).
  - 4.3 The contractor confirms that it has organised its business and operating procedures such that the data being processed on contract for the client are appropriately secured and protected from unauthorised disclosure to third parties. The contractor shall agree in advance with the client any changes to the organisation of the contract data processing, which are necessary for the security of the data.
  - 4.4 The client shall immediately inform the client if in its opinion any instruction from the client violates the statutory rules. The contractor is entitled to defer execution of the instruction in question until it has been confirmed or amended by the client. If the contractor is able to demonstrate that processing as instructed by the client could lead to the contractor's liability under GDPR Art. 82, the contractor shall be entitled to defer further processing until the matter of liability has been clarified between the parties.
  - 4.5 The processing of data under contract to the client outside the operating premises of the contractor or sub-contractor may only be carried out with the consent of the client in written or text form. Processing of data for the client in a private home shall only be permitted by individual consent of the client in written or text form.
  - 4.6 Should it be necessary to transfer data from the client's data processing system to a system belonging to the client for further processing of the data, this will require the express permission of the client in the form of an individual agreement for contract processing, in which the reason for the transfer and the necessary work are documented in detail. The only exceptions from this are log files and screenshots used for confirming the correct function of the client's data processing system or for remedying errors in this.
- ## 5. Contractor's data protection officer
- 5.1 The contractor confirms that it has appointed a data protection officer in accordance with GDPR Art. 37. The contractor shall

ensure that the data protection officer has the necessary skills and technical knowledge. The data protection officer may be contacted by email at [datenschutz@ipro.de](mailto:datenschutz@ipro.de). The contractor shall supply the client with further contact options in response to inquiries in written or text form.

## 6. Confidentiality obligation

- 6.1 In connection with the processing of data for the client, the contractor shall be obliged to maintain confidentiality about the data received in the course of the contract or which come to its knowledge. The contractor undertakes to observe the same secrecy protection rules as apply to the client. The client shall be obliged to disclose to the contractor any special secrecy protection rules.
- 6.2 The contractor confirms that it is aware of the data protection regulations currently in force and is familiar with their application. The contractor further confirms that it will familiarise its employees with the relevant data protection provisions and has obliged them to observe confidentiality. The contractor further confirms that it has laid a particular obligation to confidentiality on the employees engaged in the performance of the work and has informed them about the client's instructions.
- 6.3 The undertakings made by the employees under Section 6.2 shall be produced to the client on demand.

## 7. Safeguarding the rights of the data subjects

The client alone shall be responsible for safeguarding the rights of the data subjects. The contractor shall be obliged to support the client in its duty to process requests from data subjects in accordance with GDPR Art. 12-23, if information on remote maintenance is necessary for this.

## 8. Secrecy obligations

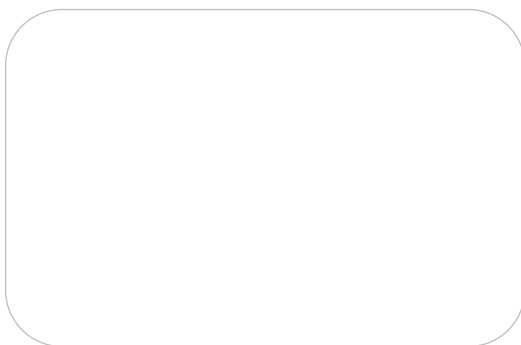
- 8.1 Both parties undertake to treat in confidence all information received in connection with the performance of this contract without limit of time, and to use such information only for the performance of the contract. Neither party shall be entitled to use this information wholly or partly for purposes other than those named or to make it available to third parties.
- 8.2 The above obligation shall not apply to information which one party has verifiably received from third parties without being obliged to observe secrecy or to information which is generally known.

## 9. Technical and organisational measures for data security

- 9.1 The contractor undertakes with the client to implement the technical and organisational measures necessary to comply with the applicable data protection regulations. In particular, this includes the provisions of GDPR Art. 32.
- 9.2 The remote maintenance software in use at the time of the formation of the contract, namely "TeamViewer", guarantees end-to-end encryption, which effectively prevents access and viewing by third parties. The mention of partner ID and one-time passwords by the client or a person named by the client and authorised to issue instructions shall be deemed a definite contract and agreement under the signed framework agreement.
- 9.3 The employee carrying out the work on behalf of the contractor shall document the content of any remote maintenance contract received and the actual work carried out in the support system with name, date and clock time, thus enabling procedures to be verified at any time.

## 10. Final provisions

- 10.1 Side agreements must be in written form.
- 10.2 If individual parts of this agreement become invalid, this shall not affect the validity of other provisions in the agreement.



Company

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Signature of data controller (client)

\_\_\_\_\_  
Name in block letters

Leonberg, 25.05.2018



Martin Himmelsbach, IPRO GmbH  
(Contractor)