Amann Girrbach AG // Austria // Fon International +43 5523 62333-105

Remote Service Terms

Amann Girrbach Remote Service Terms

1. Scope, Contractors

1.1 The following General Terms and Conditions („Terms") shall apply to all offers and legal transactions of Amann Girrbach AG („AG") to / with its contractors („Customers"),obtaining remote support services („Remote Service") from AG.

1.2 AG provides its Remote Services only based on these Terms. Any deviations from the Terms, including but not limited to the applicability of any general terms and conditions of Customer, must be made in writing and be acknowledged by AG in order to be effective.

1.3 If Customer has concluded an agreement with AG, the terms of the respective agreement shall prevail in case any inconsistency between the Terms and the terms of the agreement. The Customer's commercial terms and conditions, including but not limited to terms and conditions of purchase, shall not apply. AG is not required to object to these terms.

2. Conclusion of Contract

2.1 The scope of performance is regulated by the agreement concluded between AG and Customer („Contract").

2.2 Offers, information and cost estimates, issued by AG, shall not be binding unless agreed otherwise.

2.3 Any orders placed by Customer are subject to confirmation by AG.

3. Price and Payment

3.1 All prices do not include delivery costs and any statutory value added tax (VAT).

3.2 Prices shall be payable free of any deduction, unless agreed otherwise.

3.3 Unless agreed otherwise, payments shall be made via prepayment or an irrevocable and confirmed commercial letter of credit issued by a major reputable bank satisfactory to AG. Customer shall bear any payment costs.

3.4 If Customer fails to meet the payment terms or any other obligation arising from any transaction, AG may without prejudice to its other rights:

a) suspend performance of its own obligations until payments have been made or other obligations fulfilled, and exercise its right to extend the period of delivery to a reasonable extent,

b) call in debts arisen from this or any other transactions as well as to charge default interest of 1,25 % per month plus value added tax for these amounts.

In the event of a delay in payment by the Customer, AG is entitled to claim a lump sum of EUR 40 from the Customer as compensation for any collection costs.

3.5 Customer shall have no right to set off, retention or reduction unless the underlying counterclaims have been determined final and binding by a court or expressly acknowledged by AG.

4. Scope of Remote Support

4.1 Within the framework of the Remote Support we shall support the Customer in eliminating faults in the event of defined malfunctions of a device purchased from us which are eligible for Remote Support. We shall not owe any success in the context of Remote Support service provision.

4.2 A ticket is issued as part of the Customer's error report. If our Service Team has defined the fault as one which is eligible for Remote Support, a preselection will be made by us. We reserve the right to refuse to provide Remote Support at any time and for any reason.

The Customer will then be informed as to whether fault rectification through Remote Support appears possible. In the context of Remote Support the Customer will be invited to an online meeting, in which is explained, how the specific fault is to be eliminated. The Customer may also cancel Remote Support and chose on-site troubleshooting.

In case the Customer selects Remote Support, an attempt is made to diagnose the cause of the fault on the device via a remote line. If the cause of the malfunction is found, it will be recorded by our technicians, if possible by video or photo. Subsequently, it will be explained to the Customer which measures have to be taken to eliminate the malfunction; the Customer will be supported by our technicians during the implementation of the measures remotely. Following the meeting, the Customer receives a Remote Support report via e-mail.

We retain videos/photos obtained for documentation for fourteen days after successful troubleshooting and delete them, if we do not receive any complaint within this period.

4.3 The subject of our performance within the scope of the Remote Support is conclusive:

- conducting an online meeting with the Customer with guidance on fault rectification;

- the documentation of the Remote Support processes.

The following services are not covered by Remote Support:

- the troubleshooting and root cause identification itself;

- the VDE test or any other mandatory test required according to local law, if necessary, after the troubleshooting has been carried out.

4.4 Additional services beyond the services specified in the contract above shall only be part of the contract and performed after separate and explicit order by the Customer. They shall be shown in the service report, including any material required, and invoiced separately.

4.5 We do not guarantee any response times.

5. Availability / No claim by third parties / No distribution of content

5.1 Remote Support is offered as agreed between Amann Girrbach and the Customer. We do not guarantee that our Remote Support is always available (e.g. due to system maintenance, server problems). A transaction for delivery by a fixed date shall only be deemed to exist if we have expressly confirmed such transaction or if the legal requirements for a transaction for delivery by a fixed date are met.

5.2 The services of the Remote Support are personal in relation to the Customer and cannot be used by third parties outside the Customer's company, e.g. by sale partners of the Customer. You may not sell, lease or rent access to Remote Support.

5.3 You may not use, upload, post, copy, publish or distribute any content from Remote Support in whole or in part, unless otherwise expressly agreed.

6. Cooperation obligation of Customer/Use of Remote Service software and tools

6.1 Close cooperation between the Customer and us is necessary for the provision of Remote Support. Both parties shall therefore inform each other of all circumstances from their respective spheres that may have an effect on the provision of Remote Support provided by us. The proper performance of Remote Support requires further support by Customer that will be provided in perfect quality and on time.

However, the responsibility for the success of the fault elimination remains with the Customer. We also do not guarantee that our Remote Support is uninterrupted (e.g. due to server problems).

6.2 The Customer guarantees that all cooperation services required for the provision of Remote Support will be provided in a timely manner, in full and free of charge for us.

6.3 The Customer guarantees that employees of the Customer who support us in the performance of Remote Support are available at the agreed times. The Customer guarantees that its employees have the necessary knowledge, skills and experience to perform the tasks assigned to them.

6.4 The Customer is obliged to support us in an appropriate manner within the scope of the provision of Remote Support and, in particular, to create all prerequisites in the area of his operating sphere that are necessary for the proper provision of Remote Support. Unless otherwise agreed, the Customer shall in particular:

a) provide us with all documents and further information necessary for the execution of the Remote Support in due time;

b) bring to our attention all events and circumstances that may be of significance for the performance of Remote Support; this shall also apply to documents, information, events and circumstances that become known or may become known during our activities;

c) upon our request, confirm the completeness of the documents submitted and the further information as well as the information and declarations given in a written statement or by text form specified by us;

d) make decisions incumbent upon him regarding the implementation and content of the Remote Support without delay and communicate them to us in a binding manner, and examine proposed changes from us without delay;

e) inform us without delay about the legal framework conditions originating from his sphere, insofar as specific requirements for the provision of Remote Support result from this;

f) allow our employees (during the Customer's office hours) to access and use all information and all facilities necessary for the provision of Remote Support, in particular grant remote access to the Customer's affected machines/computers for the provision of Remote Services (remote access) and for this purpose provide, maintain and make available an appropriate telecommunication infrastructure in order to provide us with remote access to its system environment, as well as implement the support instruction of our employees in a technically timely manner and completely free of charge;

g) support us as best as possible in eliminating the cause of the reported malfunction;

h) perform appropriate data and software backup measures (such as regular backup) before ordering Remote Support;

i) if necessary, have the necessary VDE test or any other mandatory test required according to local law,carried out by a third party electrician after the fault has been rectified.

We shall not be obligated to verify the quality, respectively the absence of errors, nor the accuracy, respectively completeness, of cooperative performances or resources provided by the Customer.

In case of a breach of the Customer's cooperation obligations, repair work contrary to the instructions of our technicians or unauthorized repairs by the Customer, we shall not be liable for any resulting damage.

If delays or additional expenses arise due to the improper or untimely cooperation or provision of resources by Customer, we may demand reasonable changes to the schedule (including recovery time) and the agreed compensation. If the Customer fails to meet its obligations despite being granted a grace period, we shall be entitled to withdraw from the contract with immediate effect.

We are further not liable for any loss or corruption of the Customer's data and software that may arise out of Remote Support.

6.5 Software provided by us shall be installed on the computers or machines of the Customer to be supported by Remote Support.

6.6 The Customer hereby grants us a simple, revocable, non-transferable, non-exclusive license for the duration of the contractual relationship to use the communication software provided for the purpose covered by the contract.

7. Representations and Warranties

7.1 The legal assumption provided in Sec 924 ABGB (Austrian Civil Code) shall be excluded; the Customer shall bear the burden of proof that any defects already existed at the time of delivery. A claim of recourse pursuant to Sec 933b ABGB (Austrian Civil Code) by the buyer is expressly excluded.

7.2 All warranty claims forfeit no later than 12 (twelve) months after date of provision by AG to Customer.

7.3 AG assumes no liability for advertising statements by Customer. Customer shall fully indemnify and hold AG harmless with respect to all claims raised by third parties based on advertising statements made by or under control of Customer. In addition, AG assumes no liability for advertising statements by any other third parties.

8. Liability

8.1 AG shall be liable for damage caused in the course of performing the Contract only in case of gross negligence and/or intent. The compensation of indirect, incidental, special or consequential damage including without limitation loss of profits shall be excluded in the same way as for lost savings, interest losses and loss due to third-party claims against Customer.

8.2 AG shall be liable in the event of culpable injury of life, limb or health caused by AG and damages caused by gross negligence, intent or fraud as well as any other liability that – as a matter of law – cannot be limited or excluded (such as claims under the Austrian Product Liability Act).

8.3 The Contract does not provide any protection in favour of third parties.

8.4 In all instances of liability on the part of AG, Customer shall have to prove AG's fault that gives rise to liability.

8.5 Should Customer be held liable under the PHG (Austrian Product Liability Act), it shall explicitly waive recourse within the meaning of Sec 12 PHG.

8.6 Customer shall take any and all necessary measures in order to prevent or limit any damage. In particular, Customer shall ensure the regular back-up of programs and data. Customer shall be liable for any damages caused by any omission of its obligations. Customer is obliged to indemnify AG of any third party claims arisen out of the transaction.

8.7 All compensation claims against AG shall forfeit no later than 12 (twelve) months as of knowledge of the damage and the damaging party.

8.8 Notwithstanding the foregoing and in the event and to the extent that AG is liable, the liability of AG shall not in any event exceed the price of the provided Remote Services.

9. Intellectual Property Rights

9.1 Customer acknowledges that any and all of the Intellectual Property Rights subsisting in or used in connection with the supplied services, including all documentation and manuals relating thereto, are and shall remain the sole property of AG. Customer shall use Intellectual Property Rights belonging to AG or its supplier only with the prior written consent of the supplier.

9.2 Customer shall not register or procure the registration by third parties or assert or procure the assertion by third parties of any Intellectual Property Rights, including but not limited to trademarks, business names, company names, trade names, signs, patents, domain-name or e-mail address etc. which are wholly or partly identical with or similar to AG´s or its affiliate´s intellectual property rights. Customer will indemnify AG against any and all claims deriving from non-compliance with such provisions by Customer.

9.3 Customer acknowledges that there may be third party hardware and software included in the services. Customer agrees to treat such third party hardware and software and the rights related to this in accordance with the terms and license conditions offered by the owners of such products and rights.

9.4 Further, Customer will indemnify AG against any and all liabilities resulting from a breach of the Terms by its contractual partners.

10. Confidential Information

10.1 Confidential business or technical information („Confidential Information") received from AG shall not be disclosed, in whole or in part, to third parties by Customer, unless Confidential Information is public-known or such disclosure is explicitly permitted by AG in writing. Confidential Information shall only be disclosed by Customer to persons, who are sworn to secrecy and are essential in order to use the specific information. It is permitted to copy or use Confidential Information, without written consent of AG. If demanded by AG, Customer shall return the Confidential Information to AG or destroy/ delete it without delay.

10.2 If Customer is required by law, regulation or court order to disclose Confidential Information, Customer shall promptly inform AG of such prior to any required disclosure and cooperate with AG in seeking any relief sought by AG, and shall only make in any event such limited disclosure of Confidential Information as necessary, and not more, to be compliant therewith.

11. Data Protection

11.1 For the purpose of performing the contract and promoting our products and services vis-à-vis the contracting party, we will process the Customer's personal data provided by the Customer upon conclusion of the contract on the basis of Article 6 (1) (b) and (f) of the General Data Protection Regulation. It is in our legitimate interest to directly promote our products vis-à-vis the Customer, if no consent is required.

11.2 The Customer is obliged to treat personal customer data received from a lead in full compliance with all data protection provisions. The Customer is explicitly prohibited from transferring such data to third parties and will fully hold harmless and indemnify AG for any infringement of this contractual provision.

11.3 The Customer shall be responsible for compliance with all relevant statutory data protection provisions, in particular for the lawfulness of data disclosure and data processing of personal data of its employees and other data subjects in connection with Remote Support provided by us. We shall process the Customer's personal data only within the scope of the contractually owed Remote Support and in accordance with data protection law.

11.4 The parties shall process personal data in compliance with the applicable provisions on data protection, in particular Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR).

11.5 Personal data of the Customer shall be collected, stored, processed and used by us exclusively if, to the extent and for as long as this is necessary for the establishment, performance or termination of the Remote Support Service Agreement with the Customer. We will not save any personal data of the Customer after the remote session has ended. Any further collection, storage, processing and use of personal data of the Customer shall only take place if required or permitted by data protection law or if the Customer has consented thereto.

The legal basis for the processing of personal data in connection with pre-contractual measures and to fulfill the contract with the Customer, inter alia the collection, processing and use of the contact data of the Customer's contact persons (name, e-mail addresses, etc.), is Art. 6 (1) (b) GDPR.

We are entitled to transfer the data to third parties if and to the extent that this is necessary to carry out pre-contractual measures and fulfill the contract (e.g. for delivery, invoicing or Customer support) in accordance with Art. 6 (1) (b) GDPR or to fulfill a legal obligation within the meaning of Art. 6 (1) (c) GDPR.

Furthermore, we may also forward this data to third parties (e.g. debt collection companies) for the purpose of enforcing claims in accordance with Art. 6 (1) (b) and/or (f) GDPR.

11.6 Insofar as we process personal data on behalf of the Customer within the scope of the performance of the Remote Service contract, we shall process the personal data only within the scope of the contractually owed performance of services or other written instructions of the Cus-

tomer and in accordance with data protection law. The details of the data processing shall be specified by the parties in a separate „Data Processing Agreement (DPA)" according to Art. 28 (3) GDPR, which is attached as Appendix 1 In its scope of application, this agreement shall take precedence over the provisions of these Terms.

We must immediately delete personal data received during Remote Support or return it to the Customer if it is no longer required for the performance of the Remote Support. We must return any paper printouts with personal data given to us by the Customer immediately after completion of the Remote Support.

11.7 The release of the Remote Support connection can and may only be made by the Customer.

11.8 Remote Support may only be started if our personnel has logged in with user ID and password.

11.9 The Customer shall only grant us the access rights that we actually need to perform Remote Support. The Customer shall ensure that we can only access stored personal data to the extent indispensably necessary to perform Remote Support.

11.10 When performing the IT service by means of Remote Support, we may only extract personal data from the Customer's data processing system by means of a file transfer or download for the purpose of error analysis and correction and copy it to our own data processing system if we have previously obtained the Customer's express permission to do so. The Customer shall grant such permission to the extent necessary.

11.11 We shall use security measures in compliance with data protection law.

11.12 Further information on the processing of personal information can be found in the Data Privacy Statement on our website.

12. Assignment

Customer is not entitled to assign, transfer or sub-license any or all of its rights or obligations under the Contract and/or these Terms without AG's prior written approval.

AG is entitled to assign, transfer or sub-license any or all of its rights or obligation under the Contract and/or these Terms without Customer´s approval.

13. Applicable Law; Place of jurisdiction

13.1 The contractual relationship between AG and Customer shall be governed by Austrian law excluding its conflicts of law rules and the United Nations Convention on Contracts for the International Sale of Goods.

13.2 If the Customer is seated in the European Union or EFTA, all disputes arising out of or in connection with the contractual relationship between AG and Customer, including disputes relating to its validity, breach, termination or nullity, shall exclusively be referred to the competent courts in 6800 Feldkirch, Austria, unless otherwise required by mandatory law.

AG may sue the Customer also before any other court having jurisdiction for the Customer.

If the Customer is seated outside the European Union or EFTA, all disputes arising out of or in connection with the contractual relationship between AG and Customer, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre of the Austrian Federal Economic Chamber by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Vienna, Austria. The language of the arbitration shall be English. Without prejudice to this provision, the parties shall nevertheless still have the right to apply at any time for injunctive, other interlocutory or emergency relief to any court of competent jurisdiction.

14. Miscellaneous

14.1 Customer shall be responsible for compliance with domestic statutes, regulations and safety provisions. Customer shall indemnify AG against any and all claims deriving from non-compliance with such provisions by Customer.

14.2 If AG is impeded in the performance of its obligations by the occurrence of unforeseeable, exceptional circumstances which can reasonably be deemed to be beyond the control of AG and for which AG cannot be held responsible (eg operational breakdowns, official intervention, energy supply difficulties, illegal strikes, unrest, uprisings, fire, floods, storms, earthquakes, explosions, natural disasters, epidemics, pandemics, war and terrorism), regardless if these circumstances occur in the sector of AG or its suppliers, the period of performance shall be extended to a reasonable degree if performance does not become impossible. If performance becomes impossible due to the aforementioned circumstances, AG shall be released from its performance obligations. Customer is not obliged to render any counter-performance for the period AG was released from performance or performance was impossible.

14.3 If any provision of these Terms is void, invalid or unenforceable, this shall not affect the validity, legal effect or enforceability of the remaining terms hereof. The void, invalid or unenforceable provision shall be construed, supplemented or replaced by a provision which achieves the commercial purpose intended by the void, invalid or unenforceable term in the best possible manner. The foregoing shall also apply to any contractual gaps.

Koblach, February 2023

Annex 1

Data Processing Agreement ("Agreement") according to Article 28 of the General Data Processing Regulation (EU) 2016/679 („GDPR"), and the Data Protection Adjustment Act 2018

1. Preamble

Controller (Customer) and Processor (Amann Girrbach AG) have concluded an agreement or several agreements on the provision of support services. In connection with the performance of that (these) agreement(s), Processor might also process (personal) data for Controller. As of 25 May 2018, the processing of personal data must fulfil the requirements of Regulation (EU) 2016/679 (General Data Processing Regulation, hereinafter „GDPR").

The aim of this Agreement is therefore to define the relevant (mutual) obligations of Controller and Processor in accordance with the provisions set out in Article 28 GDPR.

2. Subject-Matter of Agreement

The stated purpose of this Agreement is to ensure that Processor will provide the services defined in more detail in Attachment ./1 in full compliance with the data protection regulations. All Attachment of this Agreement shall form integral parts hereof.

3. Duration of Processing Operations

The duration of this Agreement generally depends on the duration of the agreement mentioned in the preamble. In case of a single data processing operation, this Agreement will end after Processor has properly provided the services. In case of limited (recurring) processing operations, this Agreement will end once the (limited) duration has expired.

If processing operations are carried out for an indefinite period, this Agreement may be terminated by one month's written notice as of the last day of a month, unless the agreement mentioned in the preamble provides for any other notice periods. This shall not affect the right to give extraordinary notice of termination.

In case of indefinite processing operations, this Agreement may be terminated in writing with one month's notice as of the last day of a month, unless the agreement mentioned in the preamble provides otherwise. This shall not affect the right to give extraordinary notice of termination for good cause.

4. Controller's Obligations

4.1. Controller is responsible for the lawfulness of the transfer of data to Processor and for the lawfulness of the data processing („Controller" as defined in Article 4 (7) GDPR).

4.2. Controller will immediately inform Processor in writing or in text form if Controller discovers any errors in the processing results or deviations from the contractually agreed processing procedures.

4.3. If Controller is held liable by a data subject, in particular if claims are brought in reliance on Article 82 GDPR (compensation for damage suffered), Controller will immediately notify Processor in writing or in text form.

4.4. Controller will address the instructions given to Processor in addition to or in derogation of this Agreement in writing or in text form to the address(es) disclosed by Processor.

5. Processor's Obligations

5.1. Processor undertakes to process personal data only within the scope of this Agreement and, where appropriate, on documented instructions from Controller, except in case of an exemption according to Article 28 (3) (a) GDPR (legal requirement). In such a case, Processor shall inform Controller of that legal requirement, unless the law prohibits such information on important grounds of public interest.

5.2. Processor shall refer any intervening authority to Controller.

5.3. Processor may not carry out data processing operations for its own purposes.

5.4. Processor will inform Controller immediately when it considers that an instruction from Controller is unlawful. Processor may suspend the execution of the corresponding instruction until it is confirmed or amended by Controller.

5.5. Processor guarantees that all persons appointed to process personal data have been committed to confidentiality prior to commencing their activities and/or are under an appropriate statutory obligation of confidentiality. The obligation of confidentiality of the persons appointed to process personal data shall be ensured and survive in its entirety also after they have ceased to work for Processor or after termination of their employment with Processor and after they have left Processor's business.

5.6. Processor shall maintain an internal organisation which fulfils the special requirements of data protection laws. Processor will take technical and organisational measures to ensure appropriate protection of Controller's data which meet the requirements of the General Data Protection Regulation (including but not limited to its Article 32) and the Data Protection Adjustment Act 2018. Processor shall take technical and organisational measures which ensure the permanent confidentiality, integrity, availability and resilience of the processing services and systems.

5.7. Processor is obliged to assist the Controller in connection with the fulfilment of all obligations referred to in Article 32 GDPR (Article 28 (3) (c), (f) GDPR). Where appropriate, Processor will adjust IT security systems at its own initiative and shall inform Controller thereof, if possible. Under no circumstances may changes in already implemented security measures fall below the contractually agreed level of protection. Details in respect of the measures taken by Processor to ensure the security of processing according to Article 32 GDPR are defined in more detail in Attachment./2 hereof.

5.8. Processor will take all technical and organisational measures for the fulfilment of Controller's obligation to respond to requests for exercising the data subjects' rights laid down in Chapter III

GDPR (right to information, right of access, right of rectification and erasure, right to restrict processing, right to data portability, right to object and automated individual decision-making) within the legal periods.

If a request for exercising these rights is (wrongly) addressed to Processor and the latter indicates that the person making the request erroneously mistakes him for the controller of the processing operation, Processor will pass the request on to the Controller and will immediately inform the person making the request accordingly. Processor is entitled to a reasonable compensation for doing so.

5.9. Processor assists the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR (security of processing, notification of a personal data breach to the supervisory authority, communication of a personal data breach to the data subject, data protection impact assessment, prior consultation) and will immediately make available the necessary information, data, documents and other details to Controller. Processor is entitled to a reasonable compensation for doing so.

5.10. Processor shall maintain and update a record of processing activities under its responsibility according to Article 30 GDPR.

5.11. Processor gives Controller the right to control and inspect the technical and organisational measures taken by Processor. Controller may exercise the right of control also within Processor's company. In a given case, Processor and Controller will set a date on which Controller or an authorised third party will exercise the right of control at Processor's premises. Controller will perform controls or inspections at most once a year, unless Controller has specific indications that the data processing operations are not in compliance with the legal provisions or this Agreement. Processor will assist Controller in this respect. Processor is entitled to a reasonable compensation for doing so.

5.12. Processor shall immediately inform Controller if it is aware of any infringements of the protection of personal data.

5.13. Processor takes all necessary measures to secure the data and to reduce potential adverse consequences for the data subjects and will coordinate these measures with Controller without undue delay.

5.14. After termination of this Agreement, Processor shall transfer all processing results and records containing personal data to Controller and/or erase such data in conformity with data protection laws on Controller's written request. Processor is entitled to a reasonable compensation for doing so.

5.15 If Controller is held liable by a data subject in accordance with Article 82 GDPR, Processor undertakes to assist Controller, if possible, in defending these claims. Processor is entitled to a reasonable compensation for doing so.

6. Sub-Contractors (Other Processors)

Processor may engage sub-contractors as other processors on the basis of this Agreement. The other processor will carry out operations only on the basis of the agreement to be concluded between that other processor and the Processor according to Article 28 (4) GDPR. The same obligations imposed on the Processor according to this Agreement shall be imposed on the other processor. Where that other processor fails to fulfil its data protection obligations, the Processor shall remain fully liable to the Controller.

7. Place of Processing Activities

Processor will carry out all processing activities exclusively within the EU and the EEA.

8. Duty to Provide Information, Written Form, Choice of Law, Jurisdiction

8.1. Should data Controller has transferred for processing be jeopardised, for example due to attachment, confiscation, insolvency or financial restructuring proceedings or any other events or measures taken by third parties at the Processor's, Processor shall inform Controller in writing without undue delay. Processor is aware of Controller's obligation to comprehensively document any personal data breach (Article 4 (12) GDPO) and, if necessary, to report it to the supervisory board or to the data subjects within 72 hours. In case of such a personal data breach, Processor will assist Controller according to Article 28 (3) (f) GDPR in ensuring compliance with Controller's notification obligations. Processor shall notify Controller in writing or in text form without undue delay after becoming aware of a personal data breach. The notification shall at least

- describe the nature of the personal data breach, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

- communicate the name and contact details of a contact point where more information can be obtained;

- describe the likely consequences of the personal data breach;

- describe the measures taken to address the data breach or measures to mitigate the infringement.

8.2. Amendments and/or modifications of this Agreement and of all of its Attachment and (written) instructions, if any, shall be made in writing. This shall also apply to any waiver of this form requirement.

8.3. Controller shall be solely liable internally vis-à-vis the data subjects for the compensation of any damage which a data subject incurs in the course of the processing operations from any processing or use of data which is incorrect or incompatible with data protection laws.

The parties will release one another from liability if either party can prove that it is in no way responsible for the circumstance which has caused damage to a data subject.

The exclusions and limitations of liability agreed in the agreement on the provision of support services (Software Protection Plan) are applicable to all claims for the compensation of damage, expenses and exemption arising out of or in connection with this Agreement.

8.4. Should any term hereof be or become invalid, this shall not affect the validity of the remaining terms hereof. In this case, the parties shall replace the invalid terms by terms that closest reflect the original legal and economic intent. This applies also in case this Agreement should contain any gap.

8.5. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Austria. Place of jurisdiction shall be 6800 Feldkirch (Austria).

Purpose, type and scope of the collection, processing and use of data, type of data, and data subjects

	Type of data	Data subjects	Scope, type and purpose of the collection, processing and use of data
Personal data in connection with processing Controller's inquiries, which Controller itself entered into its system Personal data within the scope of processing orders of the sold-to party, which the sold-to party has entered himself when placing the order.	- Personal data - Professional and private communication data	- Controller's employees - Contractual partners / patients of the Controller - patients of the commissioning dentist - Controller´s employees - Partners/customers of the client	Provision of support services according to specifications Fulfilment of the distribution contract for handling the order process including delivery of the respective product

Processor's technical and organisational measures

The processor shall introduce and maintain on a continuous basis throughout the entire duration of the data processing operations the technical and organisational measures described in more detail below.

1. Access control:

This measure must cover first and foremost the following areas:

Prevention of unauthorised access to data processing systems used to process personal data. The processor must introduce in particular the following measures:
- protection using an alarm system
- key management including documentation of key handover and authorisations.
- door protection, if necessary through electronic access control
- secure server room (well-secured window/ventilation)
- visitor control and logging of visitor data

2. Access control:

This measure must cover first and foremost the following areas:
- firewall, antivirus protection
- user identification and password procedures
- (electronic) documentation of all passwords and encryption codes of this documentation for protection against unauthorized access
- automatic locking of all clients after a maximum of 10 minutes without user activity
- allocation of exclusively safe passwords with a complex syntax/password procedure
- personal and individual user login when registering on the system or the corporate network
- device protection and system locking
- user identification
- encryption

3. Access control:

The objective of this measure is to ensure that the individuals authorised to use a data processing system can access exclusively the data corresponding to their authorisation, and that personal data cannot be read, copied, changed and/or removed without authorisation during processing, use, or after storage.

This measure must cover first and foremost the following areas:
- authorisation concept
- prohibition of the use of private data storage media and private terminal equipment
- access logging
- logging of administrator activities
- application level logging
- access limitations on IT level/VPN
- password guideline
- password identification
- secure safekeeping and erasure
- remote access

4. Transmission control:

It must be ensured that personal data cannot be read, copied, changed and/or removed without authorisation during electronic transmission and/or their transport or storage on data carries, and that it is examined and established where a transfer of personal data using data transmission systems is foreseen.

This measure must cover first and foremost the following areas:
- secured WLAN
- logging
- tunnelled data connections
- transport of data storage media/transport security

5. Entry control:

It must be ensured that it is possible to examine and establish at a later stage whether and by whom personal data were entered, changed, and/or removed in data processing systems.

This measure must cover first and foremost the following areas:
- limited allocation of access rights
- system logging
- allocation of authorisation to access logs
- documented assignment of authorisations and roles
- processes for maintaining the data up to date
- definition of the nominal behaviour of processes and regular conduct of tests to determine and document functionality, risks, and security vulnerabilities

6. Mandate control:

It must be ensured that personal data processed on a controller's behalf can only be processed in accordance with the instructions given by the controller.

This measure must cover first and foremost the following areas:
- written data processing contracts with the processors and subcontractors
- obligation of employees to be in full compliance with data secrecy
- examination/auditing of subcontractors

7. Availability control:

It must be ensured that personal data are protected against accidental destruction and/or loss.

This measure must cover first and foremost the following areas:
- backups of data, process conditions, configurations, data structures, transaction histories (backup concept), mirroring of hard disk drives
- protection against external influences, e.g. by malware, sabotage, force majeure
- uninterrupted power supply
- redundancy of hardware and software, and of infrastructure
- substitution rules for absent employees
- alarm system
- encrypted online backups

8. Separation rule:

It must be ensured that data collected for various purposes can also be processed separately.

This measure must cover first and foremost the following areas:
- access authorisations for separated databases
- separation through access rules
- access logging
- function separation (separation of production and test environments)

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