

Terms of use regarding the Lorch Connect Portal provided by Lorch Schweißtechnik GmbH (B2B)

Lorch Schweißtechnik GmbH, Im Anwänder 24-26, 71549 Auenwald, provides commercial customers with a Web-based portal (hereinafter: "Lorch Connect Portal") that allows you to store and manage welding data and other production-relevant data generated by your Lorch welding systems by means of the Lorch Connect Gateway.

These terms of use pertain to the provision of the Lorch Connect Portal to you as a commercial customer by Lorch Schweißtechnik GmbH (hereinafter "Lorch"). In this context, the terms of use constitute a contract between you and Lorch. Please read the terms of use carefully.

1. Lorch Connect Portal

- 1.1 The Lorch Connect Portal is a Web-based software solution that makes it possible to store and manage technical data generated by your Lorch welding systems by means of the Lorch Connect Gateway.
- 1.2 The individual functionalities offered by the Lorch Connect Portal are detailed in the description of the Lorch Connect Portal enclosed as **Annex 1**.

2. Right of use

- 2.1 Throughout the term of this agreement, Lorch shall make the current version of the Lorch Connect Portal available to you on the website <https://connect.lorch.eu>.
- 2.2 You shall be granted the right to use the Lorch Connect Portal as intended for the duration of the agreement. The features offered by the Lorch Connect Portal are specified in the description of the Lorch Connect Portal enclosed as **Annex 1**. Apart from that, all rights to the Lorch Connect Portal including the documentation shall remain with Lorch. You shall not be entitled to make the Lorch Connect Portal available to third parties - neither for a fee nor free of charge.

- 2.3 Lorch shall make the Lorch Connect Portal available to you as soon as you are registered with the portal and your registration has been verified by Lorch. In the course of the registration with the Lorch Connect Portal, you shall receive a personal code in an email sent to you at the email address you entered during registration. This code shall be used to verify your email address.

Once registered successfully, you shall be able to sign on and use the Lorch Connect Portal by entering your email address and password.

- 2.4 You will be able to use the Lorch Connect Gateway to integrate Lorch welding systems into the Lorch Connect Portal that are compatible with the portal. For this purpose, you will need to add the Lorch Connect Gateways you operate with to your account hosted on the Lorch Connect Portal.
- 2.5 Lorch shall keep the Lorch Connect Portal and the central IT system on which the Lorch Connect Portal is running in an adequate condition that allows for the contractual use of the Lorch Connect Portal. Lorch shall be entitled without obligation to update and further develop the Lorch Connect Portal throughout the term of the contractual relationship.

3. Storage space

- 3.1 Lorch shall reserve a specified amount of storage space on the Lorch Connect Portal which you can use to save data generated during the welding process as well as other production-relevant data. You can manage this data within your account.
- 3.2 Lorch shall take care to guarantee that the stored data can be retrieved via the Lorch Connect Portal. Lorch shall furthermore be required to take adequate measures to prevent loss of data and unauthorised access of the data by third parties.
- 3.3 Insofar as you grant a third party temporary or permanent permission to use a gateway connected to the Lorch Connect Portal, you shall undertake to (i) delete all data from the gateway and (ii) unpair your account from the gateway before transferring the gateway to the transferee.

4. Power of disposition over data/data access

- 4.1 You shall remain the person holding the rights to your data stored on the Lorch Connect Portal in accordance with item 3.1.
- 4.2 However, you shall hereby irrevocably grant Lorch the simple, gratuitous, worldwide, transferable, and sub-licensable right to use the machine-related data in accordance with item 3.1 for the purpose of making this data available on the Lorch Connect Portal (including the creation of back-up copies and the performance of penetration tests) as well as for providing the associated support and verifying compliance with the stipulations set out in this user agreement. Machine-related data within the meaning of sentence 1 is all data stored on the Lorch Connect Portal that does not constitute personal data as set forth in Art. 4, No. 1 GDPR. Use within the meaning of sentence 1 refers to all operations or set of operations which are performed on machine-related 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.
- 4.3 You shall also irrevocably grant Lorch hereby the simple, gratuitous, worldwide, transferable, and sub-licensable right to use in an anonymised way machine-related data in accordance with item 3.1 for the purposes of analysis and marketing. Lorch shall ensure that the machine-related data will not be identifiable to third parties should it become disclosed.
- 4.4 Unaffected from this provision shall be Lorch's obligations regarding the protection of personal data.

5. Transfer of machine-related data to your systems

- 5.1 Lorch plans on implementing a function into the Lorch Connect Portal that will allow you to download and transfer the data generated by you in accordance with item 4 to your systems.
- 5.2 Once the function described in item 5.1 is available, you will have the option to transfer the data stored on the Lorch Connect Portal according

to item 4 at any time by downloading it to your own systems. Lorch shall make this data available to you in a standard format specified by Lorch for a period of three (3) months following the termination of the agreement.

6. Support

Lorch shall provide technical support for any questions and problems you may have. The details are laid out in the Service Level Agreement (SLA) that has been included as **Annex 2**.

7. Availability and maintenance services

- 7.1 The Lorch Connect Portal shall be available at the node of the corresponding data processing centre.
- 7.2 Lorch shall take care to ensure the availability of the Lorch Connect Portal. You shall have the ability to report outages by sending an email to the email address specified in the SLA.
- 7.3 Lorch shall schedule regular maintenance work to optimise and increase the performance of the Lorch Connect Portal in an effort to boost its availability. You shall be notified in an email by Lorch at least one (1) business day in advance about any scheduled work (if this work may affect the availability of the Lorch Connect Portal). This shall include any cases of emergency.
- 7.4 The availability mentioned in item 7.2 shall not apply to periods during which the Lorch Connect Portal cannot be reached over the Internet due to technical or other problems that are beyond Lorch's control. An outage shall specifically not be deemed downtime (insufficient availability) if it is caused by any of the circumstances listed below:
- factors that are outside of Lorch's control (e.g. natural disasters, wars, terror attacks, uprisings, public policy measures, and network or equipment failures that occur outside of our data processing centres, e.g. at your location or between your location and the data processing centre operated by Lorch)

- utilisation of services, hardware or software not supplied by Lorch including problems linked to insufficient bandwidth or software and/or services provided by third parties, e.g. outages of mobile phone networks or push services, disruptions in your network (LAN, firewall) or power outages at your locations
- your use of a service after being instructed by Lorch to change your use of the service and your failure to change your use as instructed
- your non-compliance with or violation of your obligation to cooperate or an unauthorised action or failure to perform a necessary action on your part or on the part of your employees, representatives, contractual partners or suppliers or other persons who gained access to the Lorch Connect Portal using your passwords or equipment or any other act of non-compliance with reasonable safety procedures,
- fault reports submitted by you even though no fault has occurred.

7.5 Lorch shall expressly not guarantee the availability of the Lorch Connect Portal.

7.6 You shall grant Lorch the right to access your area of use for the purpose of maintaining and servicing the Lorch Connect Portal as well as for rectifying defects to the extent necessary. Lorch shall furthermore be allowed to provide support services via remote maintenance or remote diagnostics. You shall ensure that the technical conditions specified as necessary for this purpose in the order confirmation are in place.

8. Compensation and maturity

The use of the Lorch Connect Portal shall be free of charge throughout the term of the contract as per item 9.

9. Term of contract, termination

- 9.1 The contract shall be limited to a term of 12 months. The term of the contract shall commence as soon as the first Lorch Connect Gateway connects to the Lorch Connect Portal (by so-called "pairing").
- 9.2 The option for termination without notice on important grounds shall remain in effect.
- 9.3 Notice of termination must be in text form to take effect. Compliance with this form shall be a precondition for the validity of the termination.
- 9.4 Lorch shall revoke your access rights to the Lorch Connect Portal following the termination of the contract.

10. Faults in the Lorch Connect Portal

- 10.1 You shall be required to report any faults in the Lorch Connect Portal to Lorch without delay. When doing so, you must observe all instructions given by Lorch and forward all information available and required for the elimination of the fault.
- 10.2 Lorch shall not guarantee the availability of the Lorch Connect Portal, i.e. the ability to retrieve information at the node of the data processing centre at which the Lorch Connect Portal is operated. The rules on availability are set out in item 7 of the agreement.

11. Rights of third parties

- 11.1 Lorch shall guarantee that no rights of third parties will arise if the Lorch Connect Portal is used in compliance with the agreement. In the event of defects of title, Lorch shall thereby ensure a legally sound option for you to use either the Lorch Connect Portal or a software of equal quality.
- 11.2 The parties shall notify each other immediately of any rights claimed by third parties.

12. Your obligations

- 12.1 The option for you to use the Lorch Connect Portal to the full extent shall depend on whether your systems and hardware meet the requirements detailed in the description included in **Annex 1**. You shall be solely responsible for the compliance with these requirements and for ensuring that your IT system is suited for using the Lorch Connect Portal.
- 12.2 You shall commit to securing the Lorch Connect Portal including the documentation against any unauthorised third-party access by taking appropriate measures and to refraining, in particular, from disclosing or making available to unauthorised third parties the access code provided by Lorch and the user login you generated yourself. Lorch shall be entitled to change the access information in justified cases, especially if having reason to assume that the access information and user passwords are being used by unauthorised third parties. Lorch shall notify you of these changes and provide you with a new access code in a timely manner.

13. Liability

- 13.1 Lorch shall be liable in any cases of intent and gross negligence.
- 13.2 Lorch shall exercise the diligence customary for their industry. The fact that creating software that is entirely free of technical errors is impossible must be taken into account in determining whether Lorch is at fault.
- 13.3 Liability pursuant to the Product Liability Act shall not be affected.
- 13.4 Lorch shall not be liable for any violations against statutory stipulations, especially those pertaining to data privacy, if you are responsible for ensuring compliance with these stipulations.
- 13.5 The above provisions shall also apply to the personal liability of employees, representatives and bodies of Lorch.
- 13.6 If Lorch is kept from rendering their services in a timely manner by acts of God, other unusual circumstances for which Lorch is not responsible (in-terruptions of operations, industrial action, Internet outages, admin-

istra-tive acts, etc.) or circumstances that fall into your sphere of influence (e.g. failures of your IT, service disruptions at service providers commissioned by you, etc.), Lorch shall have the right to extend the period of performance by the duration of such obstruction plus a reasonable run-up period. If the performance of their duty to perform becomes impossible or unreasonable to Lorch for the aforementioned reasons, Lorch shall have the right to terminate the agreement without notice. You shall not be entitled to any claims for damages on the grounds of such termination.

14. Data protection

- 14.1 Lorch shall comply with all data privacy provisions and obligations and bind their employees to comply accordingly.
- 14.2 You shall be required to observe your own data privacy obligations. Lorch shall not be liable if you fail to do so.
- 14.3 Insofar as you entrust staff members with using the Lorch Connect Portal, you shall be obliged in particular to forward to these staff members our Privacy Policy pertaining to the use of Lorch Connect and, if required, the corresponding declaration of consent regarding the transmission of personal information.
- 14.4 Since it cannot be excluded that Lorch may - in a given case - theoretically gain access to personal information and process this personal data by order and instruction in accordance with Article 28 GDPR, the parties shall enter into the agreement on order processing that has been included as **Annex 3**.

15. Final provisions

- 15.1 This agreement and its annexes finally and completely regulate the mutual obligations of the parties to the agreement. Subsidiary agreements have not been concluded.
- 15.2 Rights and obligations arising from or associated with this agreement must not be transferred to third parties without Lorch's prior written consent. Lorch shall not withhold their consent without good reason.

- 15.3 Applicable law is the law of the Federal Republic of Germany with exclusion of International Uniform Law, especially the United Nations Convention on Contracts for the International Sale of Goods. The exclusive, also international, place of jurisdiction for all disputes is our registered office Auenwald-Mittelbrüden, Germany; however, we are also entitled to file a suit against the customer at their general place of jurisdiction. Statutory provisions, in particular on exclusive jurisdictions, shall remain unaffected.
- 15.4 If individual provisions of this agreement are or become ineffective or un-enforceable, the effectiveness of the remaining provisions shall not be affected thereby. In this case, the parties shall already agree that the invalid provision will be replaced by an effective provision that best meets the legal and economic objective of the agreement. The same shall apply to the completion of contractual gaps.

Auenwald, on June 29, 2020

Annex 1 – Specification of Services

Lorch Connect Portal

The Lorch Connect Portal makes it possible to view and analyse for various purposes the generated welding data that is transmitted by the Lorch Connect Gateway.

It allows for the documentation of all key production-relevant data linked to the welding process, making it possible to establish the productivity of all connected welding systems. It also provides for streamlined calculations as it uncovers the costs incurred per production order. This gained transparency also enables conclusions as to the quality of the welding process.

The use of the Lorch Connect Portal requires the Lorch Connect Gateway plus an account registration.

Lorch Connect Gateway

The Lorch Connect Gateway is a piece of hardware that is needed for the transmission of the welding data to a registered cloud account. The Lorch Connect Gateway is connected to the welding system and linked to the Internet.

The Lorch Connect Gateway is capable of receiving such production-relevant data as order number or part information.

Lorch Connect Gateway App

The Lorch Connect Gateway App is used to put the Lorch Connect Gateway into service. To connect the Lorch Connect Gateway with the Internet, the network settings must be configured with the help of the app.

The app can also be used to make subsequent adjustments to the network connections.

Another feature of the app is the ability to transfer production data such as order number or part information to the gateway. Finally, the app can be used to add to the weld seams such process information as the wire diameter.

System and hardware requirements

Using the analysis function offered by the Lorch Connect Portal requires that the following technical requirements be met:

- Purchase of a Lorch Connect Gateway
- A Lorch welding system that can be connected to the Lorch Connect Gateway
- The following standard browsers are supported for use with the portal: (Chrome, Mozilla, Firefox, Safari, Edge)
- WLAN (open or WPA2-encrypted or LAN)
- Port for MQTT / TLS 8883
- Port for feeding in the Lorch Connect Gateway: SSH via Port 80 (if requested)
- Lorch Connect Gateway App for connecting the Lorch Connect Gateway to the Internet and adding the Lorch Connect account (available for iOS and Android)

Annex 2 – Service Level Agreement

The document describes the support provided for the Lorch Connect Portal

1. Support times Lorch Connect Portal

Support times	
Monday – Thursday Friday	8am – 5:30pm 8am – 4:00pm
<u>On holidays:</u> Monday – Thursday Friday	8am – 4:00pm 8am – 2:00pm

2. Availability of Lorch's support department

Lorch's support department can be reached at the phone number and email address listed below.

Contact support Lorch Connect Portal
Phone: +49 7191 503 - 555
Email: helpdesk@lorch.eu

Outside of the support times specified above, support requests can only be submitted by email.

3. Resolution of faults

After receiving a fault notification from a customer, Lorch shall begin with the analysis and rectification of the fault within a reasonable period and endeavour to correct the fault as quickly as possible.

Annex 3 – Agreement on order processing (Art. 28 GDPR)

between

Lorch Schweißtechnik GmbH, Im Anwänder 24-26, 71549 Auenwald

– hereinafter: “CONTRACTOR” –

and

You as a contractual party to the user agreement regarding the Lorch Connect Portal

– hereinafter: “CLIENT” –

Preliminary remark

The CLIENT makes the Lorch Connect Portal available as a Web-based cloud portal (hereinafter: “LORCH CONNECT PORTAL”). The LORCH CONNECT PORTAL can be used to process welding data and other production-relevant data produced by Lorch welding machines that are connected to a so-called Lorch Connect Gateway.

The CLIENT uses Lorch welding systems in combination with one or multiple Lorch Connect Gateways in order to gain convenient access to the data stored on the Lorch Connect Portal via the LORCH CONNECT PORTAL and the Lorch Connect Gateway App. CLIENT and CONTRACTOR have entered into a contract that governs the use of the LORCH CONNECT PORTAL (hereinafter “MAIN AGREEMENT”).

The use of the LORCH CONNECT PORTAL does not necessarily give rise to any processing of personal information by the CONTRACTOR at the behest of the CLIENT. Welding data, in particular, is generally related to machines rather than specific persons. However, it cannot be excluded in a given case that the CLIENT will submit data during the completion of free text fields that is linked either directly or indirectly to particular persons (especially during the assignment of a so-called welder ID). In cases like these, the CONTRACTOR may theoretically gain access to personal information as well.

For this reason, this agreement on order processing (AGREEMENT) will set out in detail the data privacy obligations of the contractual parties that arise from the MAIN AGREEMENT. It shall be applied to all activities associated with the MAIN AGREEMENT and involving employees working for the CONTRACTOR or the subcontractor commissioned by the CONTRACTOR who process personal data of the CLIENT in connection with the order placed by the client.

1. Subject and duration of the order

- 1.1 The subject of this AGREEMENT is the processing of the personal data linked to the CLIENT in connection with the provision of the LORCH CONNECT PORTAL by order and instruction of the client. The CONTRACTOR shall allow the CLIENT to use the LORCH CONNECT PORTAL within the framework of the MAIN AGREEMENT. The services rendered by the CONTRACTOR as per the MAIN AGREEMENT shall be limited to the provision of the LORCH CONNECT PORTAL in compliance with the provisions set forth in the MAIN AGREEMENT.
- 1.2 The provisions regulating service performance shall generally not stipulate access to the CLIENT's personal information. It can, however, not be excluded that the CONTRACTOR will gain access to data which the CLIENT disseminates on the LORCH CONNECT PORTAL within the course of performing their contractual services. In that case, the provisions detailed below shall apply.
- 1.3 The term of this AGREEMENT shall be based on the term of the MAIN AGREEMENT provided that the provisions of this AGREEMENT do not give rise to any additional obligations. A termination of the MAIN AGREEMENT shall automatically effect a termination of this AGREEMENT. A separate termination of this AGREEMENT shall be excluded.

2. Specification of the content of the order

2.1 Type of data and circle of data subjects

To perform the services as per the provisions set out in the MAIN AGREEMENT, the CONTRACTOR shall process the following CLIENT data:

Data categories	Type of data
Welding data	Data produced during the welding process such as the <ul style="list-style-type: none"> • Starting point of the weld seam (date and time) • Duration of the weld seam (in seconds) • Actual current value (in amperes) • Actual voltage value (in volts) • Actual value of the wire feed (in m/min) • Energy (in watts, calculated by the gateway) • Used process, wire material, diameter and gas (if welding was performed with standard synergic characteristic) • Energy consumption, wire length, wire weight and gas consumption per weld seam (calculated by the gateway)
Meta data	Data relating to the welding system or the gateway, such as the <ul style="list-style-type: none"> • Gateway ID (unique number of the gateway stored on the crypto chip) • Message ID (unique number per weld seam) • Time stamp • Serial number of the welding system • Tenant ID (exchanged during pairing between gateway and account)
Optional data in free text fields	<ul style="list-style-type: none"> • Welder ID • Order number • Part number • Serial number • WPS number

The data categories shall generally be processed separately for each system. However, it cannot be excluded that - in a given case - data categories can be traced back to identified or identifiable persons, e.g. if the welding systems are used only by the contact person stored in the Lorch Connect Portal and/or if the CLIENT assigns real names when completing the free text fields (for instance, during the assignment of the welder ID).

2.2 Scope, type and purpose of the intended processing of data

The scope, type and purpose of data processing by the CONTRACTOR as per item 2.1 has been described in detail in the MAIN AGREEMENT and its annexes. The data shall generally be processed to be made available on the LORCH CONNECT PORTAL.

2.3 Place of performance

The data processing performed by the CONTRACTOR shall generally take place in the European Union or in a contracting state to the Agreement on the European Economic Area (EEA). The CONTRACTOR shall, however, be allowed to also process data outside of the European Union or the EEA in compliance with the provisions of this agreement provided that the CONTRACTOR notifies the CLIENT beforehand about the place of data processing (especially in the information on subcontractors in Annex 2 of this AGREEMENT) and that the requirements as per Art. 44 et seqq. GDPR have been met or an exception as per Art. 49 GDPR applies.

3. CLIENT's authority to issue directives

- 3.1 The CONTRACTOR shall process the data exclusively in compliance with the agreements made and the instructions given by the CLIENT regarding the type, scope and method of the data processing. Specific individual instructions by the CLIENT shall be permissible within the context of the order description set out in the MAIN AGREEMENT and in accordance with the provisions detailed below.
- 3.2 Individual instructions by the CLIENT which substantially deviate from the scope of services regulated by the MAIN AGREEMENT and which impose additional requirements on service provision that result in additional financial expenses to the CONTRACTOR shall be treated as a request for change of services. The CLIENT shall not be entitled to the implementation of the instructions until the CLIENT has assured the CONTRACTOR that they will reimburse the contractor for the additional expenses incurred by executing the instruction.
- 3.3 Oral instructions must be confirmed by the CLIENT immediately in written form or by email (in text form). The CONTRACTOR shall document the date, the time and the person who was given the oral instruction.

- 3.4 Insofar as permitted by privacy protection laws, the CONTRACTOR reserves the right to anonymise or aggregate the CLIENT's data in such a way that it is no longer possible to identify individual data subjects and to use this data in this form for the purpose of analysis, further development and/or optimisation for their own purposes. The parties shall agree that anonymised data within the meaning of sentence 1 / aggregated CLIENT data is no longer considered CLIENT data for the purposes of this AGREEMENT. Such processing procedures shall not be subject to this AGREEMENT.
- 3.5 Insofar as permitted by privacy protection laws, the CONTRACTOR shall also reserve the right to process CLIENT data for their own purposes and on their own responsibility if a legal permission standard is available or the data subject has given their consent to do so. Such data processing procedures shall not be subject to this AGREEMENT.
- 3.6 The CONTRACTOR shall notify the CLIENT immediately if they are of the opinion that an instruction violates data protection law or other relevant legal requirements. The CONTRACTOR shall be entitled to suspend the implementation of the relevant instruction until it is confirmed or changed by the CLIENT. The CONTRACTOR shall not be obliged to follow instructions that are directed towards a criminal offence or that would make the CONTRACTOR liable to the person concerned or to a third party.

4. Technical and organisational measures

- 4.1 In their area of responsibility, the CONTRACTOR shall design their internal organisation in such a way that it allows them to meet the special requirements of data protection. According to Art. 28 Para. 3 lit. c and Art. 32 GDPR the CONTRACTOR shall implement technical and organisational measures to protect CLIENT data as deemed adequate by the relevant legal requirements. The CONTRACTOR must take measures that permanently ensure the confidentiality, integrity, availability and resilience of the systems and services in connection with the processing. The state of the art, the implementation costs and the type, scope and purposes of processing as well as the different probability and severity of the risk for the rights and freedoms of natural persons within the meaning of Art. 32 GDPR must be taken into account.

- 4.2 A concrete description of the technical and organisational measures accepted by the CLIENT as being sufficient is included in **Annex 1** of this AGREEMENT.
- 4.3 The technical and organisational measures shall be subject to technical progress and further development. The CONTRACTOR shall be entitled to implement alternative adequate measures if it is ensured that the contractually agreed protection level is not undercut. Significant changes must be documented.

5. Rights of data subjects

- 5.1 The CONTRACTOR shall not correct or delete nor restrict from further processing the personal data of the CLIENT unless acting in accordance with the CLIENT's documented instructions. If a data subject approaches the CONTRACTOR directly with a request regarding correction, deletion, restriction for further processing, information and/or data portability, the CONTRACTOR shall immediately refer the data subject to the CLIENT. For this purpose, the CONTRACTOR shall immediately forward the data subject's request to the CLIENT and shall, if instructed, support the client to the extent possible during the processing of the request.
- 5.2 The CONTRACTOR shall not be liable if the CLIENT does not respond to the data subject's request or fails to respond correctly or in good time. The implementation of the CLIENT's deletion concept and the data subject's rights to be forgotten and for correction, data portability and information needs to be ensured by the CONTRACTOR only within the scope of services contractually agreed upon in the MAIN AGREEMENT.

6. Further obligations of the CONTRACTOR

- 6.1 Unless otherwise agreed, the CONTRACTOR shall process the CLIENT's data only in the context of the order and the documented instructions given by the CLIENT, unless the law of the European Union or the Federal Republic of Germany obliges the CONTRACTOR to perform other processing.

- 6.2 The CONTRACTOR has appointed a data protection officer capable of carrying out his or her work in accordance with the relevant legal requirements. The current contact information of the data protection officer can be found at <https://www.lorch.eu/en/data-protection/>.
- 6.3 The CONTRACTOR shall undertake to comply with their statutory control obligations. The CONTRACTOR shall, in particular, check on a regular basis whether the personal data of the CLIENT is processed in accordance with the contractual agreements and the instructions given by the CLIENT and whether the compliance, verifiability and effectiveness of the technical and organisational measures to guarantee secure processing are ensured.
- 6.4 The CONTRACTOR shall support the CLIENT in meeting the requests and claims brought forward by data subjects within their abilities and by taking into account the type of processing and the information available to them when complying with the obligations of the CLIENT according to Art. 32 to 36 GDPR. This includes
- 6.4.1 ensuring the agreed level of protection through technical and organisational measures in accordance with Art. 32 GDPR, which factor in the circumstances and purposes of the processing as well as the predicted probability and severity of a possible infringement through security gaps and enable an immediate determination of relevant incidents of infringement,
 - 6.4.2 the notification obligation in the event of data protection violations in accordance with Art. 33 GDPR, insofar as these occur in connection with the fulfilment of this AGREEMENT,
 - 6.4.3 the obligation to support the CLIENT as part of their duty to provide information to those affected by a data protection violation in accordance with Art. 34 GDPR and to provide them immediately with all information that is relevant in this context,
 - 6.4.4 supporting the CLIENT in their data protection impact assessment in accordance with Art. 35 GDPR and in the context of previous consultations in accordance with Art. 36 GDPR.

- 6.5 The CONTRACTOR shall notify the CLIENT without delay about control actions and measures taken by the data protection supervisory authorities, provided that these actions and measures deal with the processing of personal data of the CLIENT by the CONTRACTOR.
- 6.6 If a data subject approaches the CONTRACTOR directly regarding their rights, the CONTRACTOR shall forward this request to the CLIENT.
- 6.7 The CONTRACTOR shall share any information with the CLIENT that pertains to stored data, the recipients of data and the purpose of data storage if the CLIENT is not in possession of this information or is unable to procure it themselves.

7. Responsibility and obligations of the CLIENT

- 7.1 The CLIENT shall be solely responsible for compliance with the relevant data protection regulations as per this AGREEMENT, in particular for the legality of the data transfer to the CONTRACTOR, for the legality of the data processing and for the protection of the rights of the data subjects within the scope of this agreement ("responsible person" within the meaning of Art. 4 No. 7 GDPR). In their area of responsibility, the CLIENT shall ensure that the legally required conditions are created so that the CONTRACTOR can legally provide the agreed services. The CLIENT shall, in particular, refrain from entering personal information as defined by data protection laws during the completion of free text fields (e.g. when inputting the welder ID) if no adequate legal permission standard applies or an effective consent has been given by the data subject for this data processing procedure. In the event of claims by third parties arising from the processing of data in accordance with this AGREEMENT, the CLIENT shall indemnify the CONTRACTOR from all claims upon first request.
- 7.2 The CLIENT must inform the CONTRACTOR immediately and in full if discovering any errors or irregularities with regard to data protection regulations while reviewing the order results.
- 7.3 The CLIENT shall be obliged to treat as confidential all knowledge of the CONTRACTOR's business secrets and data privacy measures that they acquire as part of the contractual relationship.

7.4 Both CLIENT and CONTRACTOR themselves shall be responsible for complying with the data protection regulations that are relevant to the data to be processed.

8. CLIENT's control rights

8.1 According to Art. 28 Para. 3 lit. h GDPR the CONTRACTOR shall ensure that the CLIENT can convince themselves of the CONTRACTOR's compliance with the statutory inspection and inspection obligations at their own expense and with the secrecy of company and business secrets and data protection ensured, either themselves or through an inspector who is professionally obliged to maintain confidentiality. The CLIENT shall appoint an independent external auditor after consulting with the CONTRACTOR. The CONTRACTOR shall undertake to provide the CLIENT with the necessary information upon request and, in particular, to demonstrate the implementation of the technical and organisational measures using suitable means. At the CONTRACTOR's option, such proof can also be provided by

- compliance with approved rules of conduct (Art. 40 GDPR),
- certification according to an approved certification procedure (Art. 42 GDPR),
- current certificates, reports or report excerpts from independent bodies (e.g. accountants, auditors, data protection auditors, quality auditors) or
- a suitable certification through an IT security or data protection audit (e.g. according to BSI Basic Protection, ISO 27001)

8.2 If required in individual cases, inspections by the CLIENT or an independent external auditor shall be carried out during normal business hours without disrupting the flow of operations. The CONTRACTOR shall be allowed to make this contingent on prior registration with a reasonable lead time and on the signing of a confidentiality agreement with regard to the implemented technical and organisational measures.

8.3 If the CONTRACTOR or the persons employed by them in the context of the order violates regulations for the protection of the CLIENT's personal information or the stipulations made in the contract, a related check can

be carried out without timely registration. A disruption of the CONTRACTOR's flow of operations must be avoided as far as possible in this case as well.

- 8.4 If a data protection supervisory authority or another supervisory authority of the CLIENT carries out an inspection, the aforementioned shall apply accordingly. Signing a confidentiality obligation shall not be required if the supervisory authority is subject to professional or legal confidentiality for which an offence under the Criminal Code is punishable.

9. Subcontractors

- 9.1 For the purposes of this AGREEMENT, subcontracting relationships are services that directly relate to the provision of the services agreed upon in the (main) agreement. This shall not include any ancillary services used by the CONTRACTOR while executing the order, e.g. telecommunications services, postal / transport services, maintenance and user service as well as other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of the data processing systems. However, in order to guarantee the protection and security of the CLIENT's data, the CONTRACTOR shall be obliged to enter into appropriate and legally compliant contractual agreements and take control measures, even in case of outsourced ancillary services.
- 9.2 The CONTRACTOR may only commission subcontractors (other contractors) with documented approval from the CLIENT and in accordance with the following regulations:
- 9.2.1 The CLIENT hereby declares their consent (general approval within the meaning of Art. 28 Para. 2 GDPR) to the CONTRACTOR's utilisation of subcontractors for the purpose of performing the contractor's contractually agreed services or for providing certain (partial) services.
- 9.2.2 A list of all companies affiliated with the CONTRACTOR shall be made available to the CLIENT upon request. The subcontractors commissioned at the time this agreement is concluded are listed in **Annex 2**.
- 9.2.3 The CONTRACTOR shall notify the CLIENT before any intended changes regarding the addition or replacement of further subcontractors. The

CLIENT shall - in a given case - be entitled to object to the commissioning of potential additional contract processors. An objection may only be raised by the CLIENT for an important reason that can be demonstrated to the CONTRACTOR. If the CLIENT does not raise an objection within 4 weeks after receipt of the notification, their right to object to the corresponding assignment shall lapse. If the CLIENT objects, the CONTRACTOR shall be entitled to terminate the MAIN AGREEMENT and this AGREEMENT with 3 months' notice.

- 9.3 The CONTRACTOR must impose the same obligations on the subcontractor as the CONTRACTOR has under this AGREEMENT. The parties shall agree that this requirement is met if the agreement has a level of protection that corresponds to this AGREEMENT / the additional subcontractor has been bound to observe the obligations set out in Art. 28 Para. 3 GDPR.

10. Deletion of data and return of data carriers

- 10.1 Upon the conclusion of the contractually agreed services or earlier, if the CLIENT so instructs and insofar as covered by the authority to issue directives, but at the latest with the termination of the MAIN AGREEMENT, the CONTRACTOR shall be obliged to either return to the CLIENT or destroy with the client's consent in accordance with data protection all documents they have acquired as well as all processing and usage results as well as all data sets that are associated with the contractual relationship. The same shall apply to test and reject material and any backup copies that may have been made.
- 10.2 There shall be no obligation to delete data insofar as the CONTRACTOR is required legally, contractually or in accordance with the articles of association to store personal data beyond the end of the contract. In these cases, the data may only be deleted in accordance with data protection regulations after the relevant retention periods have expired. Correspondingly, documentation that serves as proof of order or proper data processing must be kept by the CONTRACTOR in accordance with the respective retention periods beyond the end of the contract. The CONTRACTOR can for their relief hand over this documentation to the CLIENT at the end of the contract.

- 10.3 An obligation to delete and/or hand over data shall furthermore not apply to anonymised or aggregate data as set forth in item 3.4 of this AGREEMENT or with regard to such data that is processed by the contractor for their own purposes in accordance with item 3.4 of this AGREEMENT.
- 10.4 If the CLIENT imposes further requirements regarding the handing over or deletion of the data through individual instructions, they must reimburse the CONTRACTOR for any additional costs incurred

11. Liability

- 11.1 The CONTRACTOR's liability shall be determined by the provisions of the MAIN AGREEMENT.
- 11.2 Notwithstanding, in the internal relationship between the client and the CONTRACTOR, the contractor shall only be liable for the damage caused by processing if
- the contractor has not fulfilled their obligations arising from and specifically imposed on data processors by the GDPR or
 - the contractor has failed to comply with the lawfully given instructions of the CLIENT or has acted against these instructions.
- 11.3 If the CONTRACTOR is required to pay damages to a data subject, the CLIENT shall indemnify the contractor unless in cases where item 11.2 applies.

12. Final provisions

- 12.1 Changes, additions and the cancellation of this AGREEMENT must be in writing. The same shall apply to a change or cancellation of the written form requirement.
- 12.2 Should individual provisions of this AGREEMENT be or become invalid or unenforceable, contain a loophole or be rendered ineffective by amendments of law, the remaining provisions shall remain unaffected. The parties shall undertake to replace the ineffective regulation with one that most closely approximates the purpose of the ineffective regulation and meets the relevant data protection requirements.

Annex 1:**Description of the existing technical and organisational measures taken according to Art. 32 GRPR**

The CONTRACTOR assures that they comply with the minimum requirements detailed below within the scope of their data protection concept. It describes the measures that need to be taken at the CONTRACTOR in the context of order processing in order to ensure the safe handling of personal information. The basis for the technical and organisational measures is provided by the EU's General Data Protection Regulation and, if applicable, by any additional measures requested by the interested parties. In this context, the CONTRACTOR is primarily guided by the provisions set out in Art. 24, 25, and 32 GDPR.

The CONTRACTOR shall provide evidence of compliance upon request.

Annex 2:

Additional subcontractors

Subcontractors	Services to be rendered
Google Ireland Limited, Gordon House, Barrow Street, Dublin 3, Ireland	Host providing
WidasConcepts, Maybachstraße 2, 71299 Wimsheim	Registration and login process