

Data Processing Agreement

between

ACME Org

referred to below as the “**Controller**”

and

LANCOM Systems GmbH
Adenauerstr. 20 / B2
52146 Würselen
Germany

referred to below as the “**Processor**”

made in 30.11.2022

In the following, the Controller and the Processor are described individually as the “**Party**” and together as the “**Parties**”

§ 1	Subject matter of the agreement	3
§ 2	Duration of processing	4
§ 3	Type and purpose of processing	4
§ 4	Type of personal data	4
§ 5	Obligations and rights of the controller	4
§ 6	Processing on documented instruction	5
§ 7	Obligations of the processor	5
§ 8	Other processors	6
§ 9	Support of the controller with regard to the rights of data subjects	6
§ 10	Support of the controller with regard to the security of personal data	6
§ 11	Handling of data after conclusion of the performance of processing services	7
§ 12	Information and checks to evidence compliance with obligations	7
§ 13	Mutual support	8
§ 14	Anonymisation agreement	8
§ 15	Severability clause	8
§ 16	Requirement as to form	9
§ 17	Commencement of the agreement, effects of notices to terminate	9
§ 18	References to GDPR	9
	Appendix A Processed Data	11
	Appendix B Subprocessors	16
	Appendix C History of Changes	22

§ 1 Subject matter of the agreement

The Parties have concluded one or several of the following agreements (Main Contract):

- a) Partner Agreement by consenting to the conditions of use in myLANCOM (Bronze and Silver Partners)
- b) Partner Agreement by written contract (Gold and Platinum Partners)
- c) Software Loan Contract by consenting to the conditions of use of the LANCOM Management Cloud
- d) Software Licensing Contract for the LANCOM Management Cloud by consenting to the licensing conditions for the LMC (CLA-licence model)
- e) Software Licensing Contract for the LANCOM Management Cloud by written contract (SPLA-, ELA-, PLA – licence model)
- f) Software Licensing Contract for a LANCOM R&S Unified Firewall
- g) Training Agreement by booking a fee-based workshop at the LANacademy
- h) Dedicated support contract

The provision of products and the supply of services according to the description in the relevant Main Contract may require the collection, processing and use of data by the Processor for the Controller for the purpose of fulfilling the contract. This Agreement determines the obligations of the Parties with regard to data processing and supplements pursuant to the conditions of the relevant Main Contract.

[This Agreement/these Agreements], the Main Contract and the documents to which these agreements refer represent the entire understanding relating to the handling of personal data that are processed and used by the Processor for the Controller. They replace all previously existing agreements relating to the handling of personal data made between the parties.

§ 2 Duration of processing

This processing takes place dependent on the duration of the relevant Main Contract. It therefore ends when the right of the Controller to receive products and services expires or when the Main Contract is properly terminated.

§ 3 Type and purpose of processing

In principle, the type of processing includes all types of processing permitted by the GDPR. Details are set out in Appendix A. The purpose of the agreement is stated in § 1 of this contract.

§ 4 Type of personal data

Types of personal data are all types processed by the Processor on behalf of the Controller and set out specifically for each contract in Appendix A1.

§ 5 Obligations and rights of the controller

Under this Processing Agreement, the Controller alone is responsible for compliance with the statutory provisions of all data protection laws, particularly the legality of transferring data to the Processor, as well as for the legality of processing ("controller" under Art. 4 No. 7 GDPR). This also applies with regard to the purposes and means of processing governed by this Agreement and the description of the data involved. The Controller must inform the Processor fully and immediately if it becomes aware of mistakes or irregularities relating to any data protection provisions in connection with the processing.

Where necessary, the Controller shall provide the Processor with the name of the contact person responsible for data protection queries arising in connection with this Processing Agreement. Further obligations and rights of the Controller arise out of the following provisions of this Processing Agreement, as well as the GDPR and associated statutory provisions.

§ 6 Processing on documented instruction

The Processor – and every person under his authority – is only permitted to process the personal data within the framework of the relevant contractual agreements between the Processor and the Controller and in accordance with the directions of the Controller unless an exceptional case exists pursuant to Art. 28 (3) sentence 2 (a) GDPR. The Processor shall accept the Controller's instructions in written form, including in electronic format. Oral instructions are to be confirmed without delay by the Controller in writing or in an electronic format provided by the Processor for this purpose.

The Processor shall inform the Controller without delay if it is of the opinion that an instruction is in breach of applicable laws. The Processor may delay execution of the instruction until it is confirmed or altered by the Controller.

If the Controller's instructions do not fall within the scope of the contractually agreed services, this shall be dealt with as an application to amend the services. In the event of proposed amendments, the Processor shall inform the Controller what effects this will have on the agreed services and in particular on the chance of performing the service, deadlines and remuneration.

§ 7 Obligations of the processor

The Processor guarantees that the persons authorised to carry out the processing have provided confidentiality undertakings and are subject to an appropriate statutory duty of secrecy.

The Processor shall take the necessary technical and organisational measures within its area of responsibility to ensure that processing is performed in accordance with the requirements of the GDPR and that the rights and freedoms of data subjects is guaranteed. A statement of measures taken by the Processor (TOMs) can be viewed [here](#).

The Controller shall inform itself of these technical and organisational measures before conclusion of the Processing Agreement and at regular intervals thereafter.

The Processor has the right to alter the technical and organisational measures taken unless this will result in a level of protection lower than that prescribed by the GDPR.

§ 8 Other processors

The Processor's current subprocessors are listed in Appendix B. The Controller agrees to the processing by the existing sub processors engaged by the Processor.

The Processor is entitled to employ other subprocessors pursuant to Art. 28 GDPR provided they guarantee processing in conformity with data protection provisions.

If the Processor issues tasks to other processors, the Processor is obliged to transfer the data protection obligations under this contract to such other processors to the appropriate extent.

The Processor reserves the right to instruct other subprocessors. If the Controller does not object to this in writing within 30 days, its approval shall be deemed to be granted. If the Processor receives such an objection, it will – within 30 days – inform the Controller either that (i) the subprocessor in question will not be employed to process the data or that (ii) from a technical perspective, the Processor is not in a position to process the data. In this event the Controller has the right to terminate the Main Contract extraordinarily. If such termination does not take place in writing within 30 days, the consent of the Controller to the new subprocessor shall be deemed to be given.

§ 9 Support of the controller with regard to the rights of data subjects

The Processor shall, where possible, support the Controller with appropriate technical and organisational measures to fulfil the Controller's obligation to respond to applications implementing the rights of data subjects specified in Section III GDPR.

§ 10 Support of the controller with regard to the security of personal data

The Processor shall, considering the type of processing and the information available to the Processor, support the Controller to comply with the obligations specified in Articles 32 to 36 GDPR.

§ 11 Handling of data after conclusion of the performance of processing services

After conclusion of the performance of the processing services the Processor shall, at the option of the Controller, either delete all personal data or return them to the Controller, unless an obligation to save the personal data exists pursuant to EU or German law, or the relevant contractual agreements provide otherwise.

§ 12 Information and checks to evidence compliance with obligations

The Processor shall provide the Controller with all necessary information to prove compliance with the obligations contained in Art 28 GDPR and shall enable and assist with checks – including inspections – carried out by the Controller or an examiner employed by it. Where it is possible that this will provide an opportunity to discover confidential information, the Processor is entitled to demand a confidentiality undertaking from the Controller and the inspectors employed by it.

The aim of the Controller's right to inspect is to check compliance with the processor's obligations pursuant to the GDPR and this contract. Evidence should primarily be by way of independent inspection reports and certificates. Where, based on real indications, the Controller claims a justifiable doubt that the inspection reports or certificates are sufficient or correct, or where particular events under Art. 33 (1) GDPR in connection with the carrying out of the Processor's processing justify this, the Controller can carry out on-site checks/controls. If such on-site checks are carried out, these should take the form of random spot checks of the areas relevant to the carrying out of the processing and shall be notified to the Processor in good time in writing in advance. As a rule at least 14 calendar days' notice should be given to the Processor (except, e.g. in the event of special circumstances). The same applies to on-site checks without cause. The exercise of the right to inspect must not unreasonably interfere with the Processor's business. The Processor is entitled to demand reasonable compensation from the Controller for inspections.

§ 13 Mutual support

Where Art. 82 GDPR is invoked, the Parties shall provide mutual support to one another and shall contribute towards resolving the underlying issues.

§ 14 Anonymisation agreement

The Processor has the right, following prior written agreement by the Controller, to anonymise the personal data comprised in this Agreement and to execute the processing steps necessary for this. The Processor can process and use all data thus generated for its own purposes, such as the preparation of business or sector comparisons or other purposes of an economic or financial character, statistical analysis, benchmarking, product improvement, product development and other similar purposes. This also includes an anonymised transfer to third parties, particularly associations, organisations or research institutions, as well as for publication. The original data stock shall not be affected by this anonymisation.

§ 15 Severability clause

If individual provisions of this Agreement should prove to be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by such provision the parties would have made had they thought of the invalidity when they concluded the contract. Insofar as this Agreement contains an unintended gap in its provisions, this shall be replaced by such provision as the parties would have made had they known the relevant point required regulation when they concluded the contract.

§ 16 Requirement as to form

Alterations and supplements to this Agreement and any part of it – including any of the Processor's assurances - must be made in writing within the meaning of the GDPR. This can also take place in an electronic format. It must be expressly stated that an alteration or supplement to these provisions is concerned. This also applies to the waiver of this requirement as to form.

§ 17 Commencement of the agreement, effects of notices to terminate

The term of the Agreement begins upon the Partners acceptance to LANCOM. Acceptance/confirmation may be made in writing or in an electronic format. The term of the Agreement aforesaid follows the Main Contract. An isolated termination of the Processing Agreement is excluded. If the underlying contractual agreement between the parties forming the legal basis for processing ends, then the Processing Agreement also ends without the need for a separate notice of termination or cancellation.

§ 18 References to GDPR

All references to the GDPR contained in this Agreement are to the GDPR in the version valid from time to time or any succeeding regulations.

This document is valid without signature.
Acceptance of the contract by Jane Doe
was effected via electronic transmission on 30.11.2022
by Jane Doe
with the email jane.doe@example.com
for the LMC organisation ACME

Appendix A Processed Data

To perform services under the Main Contract, the Processor collects and processes the following data for the Controller.

Agreement in § 1	Service or product	Subject matter/purpose of engagement	Data transferred
No. 1,2	myLANCOM	Registration	<ul style="list-style-type: none"> • Email address • Password
No. 1,2	LANCommunity	Registration	<ul style="list-style-type: none"> • Username • Gender • First names • Surname • Address • Function
No. 1,2	LANCommunity	Execution of a deal registration	<ul style="list-style-type: none"> • Project name • Distributor • End customer company name or end customer name • Partner company • Partner address, post code, town/city, country • Webpage • Email • Telephone • Call-up date • Decision date • Sector • Competitors • Description

<p>No. 3,4,5</p>	<p>LANCOM Management Cloud</p>	<p>Operation and monitoring of WAN-, WLAN- und LAN- infrastructure.</p>	<p>Administrators :</p> <ul style="list-style-type: none"> • Address (street, house number, post-code, town, country), • Land-line telephone number, mobile telephone number, • Fax number, • Profile picture, • Language preference (German/English), and further information provided by them (if applicable) <p>Organisations:</p> <ul style="list-style-type: none"> • Address of the organisation's owner (street, house number, post-code, town, country), • Organisation's self-defined characteristics if applicable (e.g. to file customer numbers), • Further information filed by them if applicable. <p>Projects:</p> <ul style="list-style-type: none"> • Address of the project (street, house number, post-code, town, country) • Self-defined project characteristics if applicable (e.g. to file customer numbers) • Further information filed by them if applicable. <p>Devices:</p> <ul style="list-style-type: none"> • Address of the device (street, house number, post-code, town, country), • Self-defined device characteristics if applicable (e.g. to file customer numbers) • Further information filed by them if applicable. <p>Management und Monitoring</p> <ul style="list-style-type: none"> • IP und MAC addresses of the terminals which access the LMC to use the LMC; • Date/time of logging in and logging out of organisations and projects; • Date/time of alterations to the network and/or system configurations; • Date/time of confirmation of information as well as clearances/orders and licensing alterations <p>Monitoring:</p> <ul style="list-style-type: none"> • IP-address of the terminal, • MAC address of the terminal, • Name of the terminal, • 802.1X-Login-Data of the terminal, • Allocation of a WLAN-terminal to an Access Point (Localisation).
------------------	--------------------------------	-------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

No. 3,4,5,	Licensing in the LMC		<p>CLA:</p> <p>Email address of the Orga-Admin, project ID for the project</p> <p>SPLA/ELA/PLA</p> <p>Data of the contract partner or its representative</p> <ul style="list-style-type: none"> • First and surname, • Department, • Telephone number, • Email address; <p>Data of the Orga-Admin:</p> <ul style="list-style-type: none"> • First and surname, • Department, Telephone number, • Email address • [Data of the representative Invoice address:] • Business/company name, • First and surname, department • Street/PO Box, post-code, email address.
No. 6	Licensing of a LANCOM R&S Unified Firewall	Performing the service	Individual content depending on user behaviour
No. 1,2,3,4,5,6	Support requests and services	Handling of requests where there is contact with LANCOM Support, handling of repair requests and dealing with guarantees, configuration services and W-LAN coverage	<ul style="list-style-type: none"> • IP addresses, MAC addresses • Access data (Internet, VPN und WLAN identifications) • Use data • User IDs and passwords • Contact data of the Controller's employees • Creating WLAN plans: • Building layout and address data

<p>No. 7</p>	<p>Training agreements</p>	<p>Providing lectures, certifications, seminars, training courses and workshops etc.</p>	<ul style="list-style-type: none"> • First name: issuing of certificates, invoicing • Surname: issuing of certificates, invoicing • Title (optional) • Business incl. address, issuing of certificates, invoicing • Email: identification of the participant, communication with the participant • VAT-ID: invoicing • Telephone: communication with the participant • Language: correct display of interface • Last login: erasure of data 4 years after the last login • Creation and release date • Active user • Username and password: Access identification • Access period: establishing the date until which the participant is entitled to have access • Role assignment: managing access to individual courses, role of the user (trainer, participant, administrator), managing access rights according to role • Participation in tests and results: managing progress, issuing certificates, support in the event of queries, test design • Status update: issue of certificates and validity period • Forum posts: user identification in user forums • Calendar appointments: saving test dates
--------------	----------------------------	------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Appendix B Subprocessors

The Subprocessors appointed by the Processor to provide its services depend upon the services and product the Controller sources from the Processor. To fulfil its obligations the Processor employs the following processors.

LANCOM Management Cloud				
Number	Service or product	Service provider	Subject matter/purpose of engagement	Data transferred
1	LMC	SysEleven GmbH, Berlin	Hosting of LANCOM Management Cloud (PUBLIC variant)	Hosting all data deposited in the PUBLIC LMC
2	LMC	Userlike UG, Cologne	Providers of the live chat software	<ul style="list-style-type: none"> • Chat transcript • Email address • Browser • Operating system • Terminal device • Number of times the website is called up • Number of visits to the website • Referrer • Url (where the chat is commenced) • Survey before and after the chat • Topic of chat • Chat status (new, pending, closed) • Evaluation of chat after the chat • Duration of chat • Date of chat • Geo-location (voluntary, optional) • Files shared by the contact during the chat with the operator • Optional data fields transferred to Userlike by the Controller • IP address

3	LMC	Google Ireland Limited Gordon House, Barrow Street 4 Dublin, Ireland	Graphic display of device locations in the map service	The IP address of the user calling up the map; voluntarily provided geolocation data, to display e.g. devices, locations or projects on the maps.
4	LMC	Inxmail GmbH	Automatic Mailing	Name E-Mail-Adress
5	LMC	Heyflow GmbH	Provision of interactive workflows for customer care	<ul style="list-style-type: none"> • Chat transcript • Browser • Operating System • Chat rating after chat • Duration of the chat • Date of the chat • IP-adress

LANcommunity and deal registration				
Number	Services or product	Service provider	Subject matter/purpose of engagement	Data transferred
6	LANcommunity membership	Oracle Deutschland B.V. & Co KG	Management of customer data in the CRM programme	<ul style="list-style-type: none"> All data collected for the "LANcommunity" service.
7	Deal registration (depending on the distributor chosen by the Partner)	api Computerhandels GmbH Robert-Koch-Str. 7-17 52499 Baesweiler ALSO Deutschland GmbH Lange Wende 43 59494 Soest KOMSA AG Niederfrohaer Weg 1 09232 Hartmannsdorf Ingram Micro Distribution GmbH Heisenbergbogen 3 85609 Aschheim	Processing of discounts given in the course of the LANCommunity programme	<ul style="list-style-type: none"> All data listed for the "myLANCOM" and "LANcommunity" services

Service and support services				
Number	Service or product	Service provider	Subject matter/purpose of engagement	Data transferred
8	Guarantee service	aixtema GmbH Philipsstr. 8 52068 Aachen, Germany	Repair and logistical services	<ul style="list-style-type: none"> • Contact details • Customer details • Employee data • Order / contract / quote data • Configuration data • Meta data • IP addresses • MAC addresses
9	Chat requests on the website	Userlike UG, Probsteigasse 44-46 D-50670 Cologne, Germany	Online communication via the chat function	See above
10	Generation of Jira tickets	Pix Software GmbH, An der Beek 255, 41372 Niederkrüchten, Germany	Online communication via Jira support	<ul style="list-style-type: none"> • Contact details • Customer details • Employee data • Configuration data • Screenshots, Logs • Meta data • IP addresses • MAC addresses
11	WLAN Survey	Dinzl IT, Robert-Dinzl-Weg 1 91583 Schillingsfürst	Surveying buildings to optimise WLAN coverage	<ul style="list-style-type: none"> • Contact details • Customer details • Employee data • Order / contract / quote data
12	WLAN Survey	B&C BüroCommunication , Zittauer Str.15 02681 Wilthen	Surveying buildings to optimise WLAN coverage	<ul style="list-style-type: none"> • Contact details • Customer details • Employee data • Order / contract / quote data

13	Remote control /remote support software	TeamViewer GmbH, Jahnstr. 30 73037 Göppingen	Remote control /remote support software	<ul style="list-style-type: none"> • Username • Display name • Email address • IP address • Profile picture (optional) • Language preference • Place • User-defined content
14	Support hotline	sipgate GmbH, Gladbacher Str. 74 40219 Düsseldorf	Support hotline	<ul style="list-style-type: none"> • Phone call records, • Employee data

Nutzung der LANAcademy				
15	Implementation of workshops and certifications	Databay AG Jens-Otto-Krag- Straße 11 52146 Würselen/Aachen	Provision of further training measures within the framework of the LANAcademy	<ul style="list-style-type: none"> • Name • First name • Title • Company • Address • VAT ID • Telephone number • Language preference • Username and password • Access period • Role assignment • Participation in tests and results • Status updates • Forum posts • Calendar appointments
16	Durchführung von Online-Prüfungen	Proctorio GmbH Bahnhofstraße 18 85774 Unterföhring	Implementation of online certifications within the LANAcademy	<ul style="list-style-type: none"> • Name • IP address • Employer • Video and audio recordings • Scree-share data

Use of the LANCOM R&S Unified Firewalls				
Number	Service or product	Service provider	Subject matter/purpose of engagement	Data transferred
17	Use of the LANCOM R&S Unified Firewalls	Avira Operations GmbH & Co KG, Kaplaneiweg 1, 88069 Tett nang	Provision of security services	Individual content depending on user behaviours
18	Use of the LANCOM R&S Unified Firewalls	Cyren GmbH, Heidestr. 10, 10557 Berlin	Provision of security services	Individual content depending on user behaviours

Appendix C History of Changes

Compared to the previous version of this Order Data Processing Agreement, an Order Data Processing Agreement has been concluded with the following service providers:

- 1) Inxmail GmbH, Wentzingerstr. 17, 79106 Freiburg, Germany.
- 2) Heyflow GmbH, Jungfernstieg 49 20354 Hamburg, Germany
- 3) Protocio GmbH, Bahnhofstraße 18, 85774 Unterföhring, Germany

There is no longer an order data processing agreement with the following service providers:

CommuniSystems AG, Gießstraße 18, 04229 Leipzig.

You can find more information in Appendix B or contact datenschutz@lancom.de