

1 General information

The conditions listed here apply in addition to all agreements on cooperation between Bacher Systems EDV GmbH (hereinafter "Bacher Systems") and its customers.

2 Data protection

- 2.1 Whether and to what extent Bacher Systems (in this context "Processor") subsequently accesses and processes personal data of the customer (in this context "Controller") is decided by the Controller. Irrespective of this, the following data protection provisions also apply if the Processor has the technical possibility of access.
- 2.2 With this agreement, the Processor declares in a legally binding manner that it has taken all necessary technical and organisational measures in accordance with Article 32 GDPR to ensure a level of protection appropriate to the risk of processing. The technical and organisational measures for the security of data are described in the document "Technical and organisational measures of Bacher Systems EDV GmbH according to the GDPR", which will be presented on request.
- 2.3 The Processor undertakes to process data and processing results exclusively within the framework of the service contract with the Controller. If the Processor receives an order from an authority to surrender the Controller's data, it must – if legally permissible – inform the Controller immediately and refer the authority to the Controller.
- 2.4 If the Processor uses sub-processors in accordance with the provisions of this agreement, the Processor warrants to the Controller that it will contractually impose on them the same obligations as those set out in this agreement or in any other agreement between the Controller and the Processor.
- 2.5 The Processor creates the technical and organisational prerequisites so that the Controller can comply with its data protection obligations of information, correction, deletion, restriction and transfer as well as all other obligations (in particular with regard to the provisions of Articles 32 to 36 GDPR and the rights of data subjects referred to in Chapter 3 GDPR) towards data subjects resulting from the processing of personal data that arise from legal provisions. The Controller is solely responsible for fulfilling these obligations towards the data subjects.
- 2.6 If the Processor becomes aware of a personal data breach, it shall immediately notify the Controller.
- 2.7 The Processor shall inform the Controller if it believes that a provision of this agreement or an instruction of the Controller violates applicable data protection regulations.
- 2.8 The Processor shall provide the Controller with all necessary information to demonstrate compliance with the obligations under this agreement and shall facilitate and contribute to verifications, including inspections, carried out by the Controller or another inspector appointed by the Controller. If the costs for this exceed what is customary in the industry, they shall be borne by the Controller.

- 2.9 The Controller agrees to all sub-processors used by the Processor at the time of the conclusion of this agreement. Due to the involvement of manufacturers in service cases, the manufacturers become sub-processors within the meaning of the GDPR. Sub-processors beyond the manufacturers are listed on the Processor's homepage <https://www.bacher.at/datenschutz>. The Processor shall inform the Controller if a sub-processor is to be replaced or called in. The Controller may raise a reasoned objection to the use of the new sub-processor. If the Controller fails to do so within 7 days of being informed, this shall be deemed acceptance of the new sub-processor.
- 2.10 The Processor warrants that it has committed all persons commissioned with data processing to confidentiality before starting work or that they are subject to an appropriate statutory confidentiality obligation. In particular, the confidentiality obligation of the persons commissioned with data processing remains in force even after the end of their activity and departure from the Processor.
- 2.11 Unless otherwise agreed, the Processor undertakes to destroy all processing results and documents containing data after the end of this agreement, provided that this destruction does not conflict with legal, contractual, or legitimate interests. If the return of data is agreed, the Processor is obliged to return the data after the end of this agreement in the format in which it received the data from the Controller or in another common format.
- 2.12 The Controller accepts that the Processor may provide its services via remote support. The connection for the remote support session shall be set up and activated by the Controller in consultation with the Processor. The remote support session shall take place under the Controller's supervision. Personal data may be viewed in the process but shall neither be copied nor reproduced. The Processor usually uses its application to carry out remote support. If the Controller provides an application for remote maintenance, it also assumes responsibility for the framework conditions relevant to data protection.
- 2.13 Should it be necessary for the Controller to make personal data available to the Processor for processing, for example to clarify problem cases, this data shall be deleted immediately after the task has been carried out.

3 Confidentiality and secrecy

- 3.1 The contracting parties are obliged to treat confidentially the information made available to them by the other party on the basis of this contract, as well as any knowledge they acquire during this cooperation, about matters – for example of a technical, commercial or organisational nature – of the other contracting party, and not to exploit them or make them accessible to others throughout the duration and after the end of this contract within whose scope the disclosure takes place. Use of this information is limited solely to use within the scope of this cooperation. In particular, the customer shall ensure that an offer and contracts with their respective annexes provided to it are not disclosed to third parties, either in whole or in part, not even in an edited version, without the prior consent of Bacher Systems.

- 3.2 This confidentiality obligation does not apply to information demonstrably made available to the other party in one or other of the ways listed here:
- a) lawfully obtained from third parties
 - b) it was already generally known when the contract was concluded or subsequently became generally known without a breach of the obligations contained in this contract
 - c) it was developed independently by the contracting party obligated to maintain confidentiality
 - d) by means of techniques, ideas, know-how and concepts of a third party (third-party know-how), which the third party lawfully made known to the other party, even if and insofar as this third-party know-how coincidentally coincides with confidential information within the meaning of this section.
- 3.3 Confidential information may be passed on by the respective recipient insofar as this is required by law or official orders must be followed. However, the recipient undertakes to inform the information provider of this immediately so that the latter can protect its rights by taking appropriate action.
- 3.4 These confidentiality obligations shall survive the end of this contract for both contracting parties for a further five (5) years from the end of the contract term.

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