DATA PROTECTION AGREEMENT (JOB PROCESSING) PRTG hosted by Paessler
between the Contracting Authority (Client)
and Paessler AG, Thurn-und-Taxis-Straße 14, 90411 Nuremberg/Germany (Paessler)

1. Object and Duration of Contract, Legal Framework

The Client instructs Paessler with processing individual-related data for delivery of PRTG network monitoring services. The duration of this agreement corresponds to the PRTG operation life. This data protection agreement shall be part of the contractual regimes of PRTG hosted by Paessler.

2. Nature of Data, Parties Concerned

Paessler processes monitoring data of the Client. Such are PRTG-created data of the Client's applied devices and sensors including data of scope, duration and time of network traffic, data of device identification including IP address and device ID, data of Client accounts using the network as well as data of utilisation of the PRTG account. The Client determines to what extend such monitoring data shall be personalised by selection of applied devices and sensors.

The processing of monitoring data affects users of the devices and network components applied and created by the Client.

3. Rights and Responsibilities of Client

Assessing the legitimacy of data processing in accordance with article 6 section 1 of GDPR (General Data Protection Regulation) as well as safeguarding the rights of any party concerned in accordance with article 12 to 22 of GDPR shall be the responsibility of the Client.

4. Scope, Type, Purpose of Data Processing and Directives

(1) The following provisions are final directives regarding the monitoring transferred.

(2) The data shall be processed by Paessler merely for carrying out, executing and supporting PRTG services. This includes technical provision of PRTG components, guarantee of a flawless operation and monitoring of risks by Paessler.

(3) Paessler is allowed to use personal data in order to detect potential problems within the Client's network entity and take defensive measures in consequence.

(4) In pursuance of the purpose, Paessler is authorised to read and evaluate the data. Paessler is allowed to log into running PRTG entities in order to analyse existing problems. A user-referred evaluation shall take place if certain user behaviour has been acknowledged as cause for malfunction. Paessler shall inform merely the Client if a certain user or user behaviour has been detected as cause for any problems.

(5) Processing of personal data for other purposes, especially the transfer to third parties for other purposes than the agreed purpose, is not allowed. Furthermore, processing shall not include any provision of information to third parties or users of devices and network components applied by the Client. In particular cases, this shall require separate commission.

(6) Copies or duplicates of data shall not be created without prior knowledge of the Client. This does not include backup copies that are required for ensuring smoothly running operation (backup mechanisms and restoring mechanisms) or guaranteeing proper data processing or compliance with any legal archiving duties.

(7) Under normal circumstances, the server shall be operated in an EU member state. Should there exist several location options, the Client shall determine the server location's region upon commission.

5. Technical and Organisational Protective Measures

(1) Paessler shall guarantee a protection level for the parties concerned by data processing appropriate to the nature and extent of the risk for rights and liberties. This shall include the protective aims of article 32 section 1 of GDPR, such as confidentiality, integrity and availability of systems and services as well as their resilience regarding type, scope, circumstances and purpose of processing, in a way that appropriate technical and organisational corrective measures will reduce the risk in perpetuity.

(2) This shall include taking technical and organisational measures in accordance with article 32 GDPR in order to guarantee confidentiality, integrity, availability and resilience of systems and services as well as prevention of abusive use and disclosure of data. Such measures must be appropriate and proportionate and also conform to up-to-date technology. The measures to be taken have been described and documented.

(3) The measures are subject to technical progress and developments. Alternative measures may be implemented if the protective level of the measures defined is not being undercut.

6. Specific Responsibilities of Paessler

(1) Paessler shall process data in conformance with the Client's instructions unless Paessler is bound by EU law or law of a member state to process data otherwise (for instance due to investigations by prosecution offices or state security); should this occasion arise, Paessler shall inform the Client of these legal requirements before data procession unless the law in question prohibits such notification for important public reasons (article 28 section 3 sentence 2 letter a of GDPR).

(2) All Paessler employees responsible for order completion are subject to an obligation of confidentiality or obligation of silence. They were made familiar with the relevant rules concerning confidentiality, especially given the subject matter of this agreement.

(3) Paessler shall regularly check the rules laid down in this agreement, especially regarding implementation and – if necessary – amendment of protective measures in order to guarantee that data procession within their area of responsibility follows the requirements of the valid data protection legislation and assure protection of the entities concerned. Paessler may prove adoption of sufficient protective measures by presenting certificates.

7. Subcontractual Relations

(1) The Client shall agree to involvement of subcontractors for processing of data on condition that these subcontractors are bound by this agreement and capable of meeting the agreed requirements to the processing of data. The subcontractors involved are listed in annex 1.

(2) Paessler shall inform the Client of all changes regarding involved subcontractors. Should the Client not consent to a subcontractor, they may cancel the PRTG service by exceptional right of termination and end any processing of data.

8. Protection Violations and Reporting Duties

(1) Paessler is obliged to notify security breaches in their range of control and organisation affecting personal data provided by the Client promptly to the Client (article 4 point 12 GDPR). For this purpose, Paessler shall notify the Client immediately of the respective event through the e-mail address listed and stored in the contact data.

(2) Paessler – in consultation with the Client – shall take appropriate measures to safeguard data and also take provisional measures to mitigate possible negative effects.

(3) The Client is responsible for reporting that is possibly resulting from article 33 section 1 and article 34 GDPR.

9. Deletion of Data

(1) The monitoring data shall be stored for 12 months and overwritten afterwards.

(2) After determination of PRTG services, monitoring data shall be deleted six months after the contractual end at the latest. A dispute between the parties regarding contractual services or unresolved claims may result in data being withhold for evidentiary purposes.

10. Rights of Parties Concerned

(1) In so far as their means allow, Paessler shall support the Client with their obligations to implement the rights of data subjects.

(2) At the request of the Client, Paessler shall delete personal data involved in data processing. Furthermore, Paessler may correct or delete data or restrict data processing (block) merely upon documented instruction by the Client.

(3) If a data subject contacts Paessler directly regarding their rights (for instance information, correction or deletion of their data), Paessler shall transmit this request to the Client without delay.

11. Obligation to Secrecy

The parties commit to treating all information regarding protective measures of the other party and received within the contractual relationship confidentially as trade and business secrets. This obligation to secrecy shall continue even after the end of the contractual relationship.

12. Formal Requirements, Severability Clause

(1) Amendments or supplements to this agreement shall be binding only if made in writing.

(2) If a determination of this agreement should be ineffective or become ineffective, this shall not affect the overall effectiveness of this agreement.

The contractual parties shall endeavour to replace the invalid or unenforceable provision by a valid and enforceable provision.

Annex 1: Subcontractors

Status as of 6 February 2018.

Paessler shall integrate the following subcontractors into the processing of data:

Enterprise	Full Address	Service
Amazon Web Services Inc.	410 Terry Avenue North Seattle WA 98109, USA	Hosting of Client entities as well as the Client portal my-prtg.com
Sentry	132 Hawthorne St San Francisco, CA 94107, USA	Managing error messages
SendGrid Inc.	1801 California Street, Suite 500 Denver, Colorado 80202, USA	E-mail transmission for operating my-prtg.com