

Dräger Data Processing Addendum (DPA)

This Data Processing Addendum (“DPA”) supplements and specifies the current version of the Dräger Customer Agreement available at <https://draeger.com/termsandconditions>, or other (including future) customer agreements between the Customer and Dräger that govern the Customer’s use of the Services (the “Customer Agreement”), to the extent that such agreements involve the processing of personal data within the meaning of the General Data Protection Regulation (GDPR). The terms used in the DPA correspond to the definitions in the GDPR.

This DPA is a supplementary agreement between you and the company you represent (“Customer,” “you,” or “your”) and the Dräger company or companies specified in the Customer Agreement (collectively “Dräger”). The current version of the DPA, including its appendices, is available at <https://draeger.com/dpa>.

1. Scope of Application

- 1.1. Dräger (in the role of a data processor) has been commissioned by the customer (in the role of the data controller/client) to provide services in accordance with the customer agreement. While performing the services in accordance with the contract, it cannot be ruled out that the Data Processor may gain access to personal data originating from the Client as the controller of such data or from the Client’s sphere (hereinafter “Processed Data”).
- 1.2. The requirements contained in the DPA apply to all data processing operations carried out by the data processor in the course of providing the contractually required services, unless the data processor is obligated to process personal data due to obligations under the law of the Union or the Member States of the EU, such as the requirements applicable to Dräger products regarding the manufacturer’s quality management system for medical devices pursuant to Article 83 of the (EU) Regulation 2017/745 (Medical Devices Regulation).
- 1.3. In the event of any conflicts with the Customer Agreement, the provisions of this DPA shall prevail. If deviations from this DPA are necessary due to a subsequent engagement, these shall be governed by an addendum, which shall form an integral part of this DPA.
- 1.4. If the client is a church institution, the parties agree that the provisions of the relevant church data protection law—namely the “Church Law on Data Protection of the Evangelical Church in Germany” (DSG-EKD), the “Law on Church Data Protection” (KDG), or the “Church Data Protection Regulations of the Religious Order under Papal Law”—shall apply supplementarily. The Data Processor shall submit to the respective church data protection supervisory authority in this regard.

2. Scope of the Assignment

The subject matter and duration of the contract, the nature and purpose of the processing, as well as the type of personal data and the categories of data subjects, are set forth in the respective customer agreement and, in addition, in the specific **module description** of the products and services attached to this DPA, available at www.draeger.com/dpa.

3. Obligations of the Data Processor

- 3.1. When processing commissioned data, Dräger complies with the data protection laws applicable at the customer's place of business, and in any case at least with the requirements of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG), insofar as these apply to the services provided by the data processor. This applies only to the extent that the primacy of a specific data protection law is not mandated by law. Dräger has structured its internal organization in such a way that it meets the legal requirements for data protection.
- 3.2. Dräger processes order data based on and within the scope of the order in accordance with the instructions provided by the client (at least in writing). Dräger will not correct, delete, or restrict the processing of order data on its own initiative, but only upon instruction from the client. If a data subject contacts Dräger directly regarding this matter, Dräger will forward this request to the customer without delay.
- 3.3. If Dräger believes that an instruction from the client violates the GDPR or other data protection regulations, Dräger shall notify the client of this in writing at a minimum. Dräger is entitled to suspend the execution of the relevant instruction until it is confirmed or amended by the client. Dräger shall notify the customer in the same manner in the event of a breach of the protection of personal data relating to the customer's order data. Likewise, Dräger shall report violations of the customer's instructions without being asked. Dräger shall also notify the customer immediately if a supervisory authority takes action against it and the action concerns the processing of order data under this DPA.
- 3.4. Dräger is obligated to use only those individuals in the processing of commissioned data who have been bound by a confidentiality agreement and have been made familiar in advance with the data protection provisions relevant to them. The processor and any person under the processor's authority who has access to personal data at may process such data only in accordance with the client's instructions, including the authorizations granted in this agreement, unless they are required to do so under the laws of the Member States. To the extent that the personnel employed may gain knowledge of data and information subject to

medical confidentiality, the processor shall only employ persons who have been informed of the criminal liability associated with the disclosure of such secrets.

- 3.5. Dräger shall appoint a Data Protection Officer who shall perform his or her duties in accordance with Articles 38 and 39 of the GDPR. This Data Protection Officer may be contacted at the email address dataprivacy@draeger.com.
- 3.6. Documentation serving as evidence of proper and lawful data processing, as well as other documents required by law to be retained, shall be retained by Dräger beyond the end of the contract in accordance with the respective retention periods. Dräger may transfer them to the Client upon termination of the contract for the purpose of discharging its obligations.
- 3.7. Dräger shall assist the Client to a reasonable extent in fulfilling its obligation to respond to requests for the exercise of the data subject's rights set forth in Articles 12 through 22 of the GDPR and in complying with the obligations regarding the security of personal data, notification obligations in the event of data breaches, data protection impact assessments, and prior consultations as set forth in Articles 32 through 36 of the GDPR regarding the security of personal data, notification obligations in the event of data breaches, data protection impact assessments, and prior consultations. This includes
 - ensuring an appropriate level of protection through technical and organizational measures that consider the circumstances and purposes of the processing as well as the predicted likelihood and severity of a potential breach resulting from security vulnerabilities and enable the detection of relevant breach incidents. Documentation on this is described in the **Dräger Group's** current contract-specific **Technical and Organizational Measures**, which are continuously updated in line with the state of the art and available at www.draeger.com/dpa.
 - the obligation to report personal data breaches to the Client without delay.
 - The obligation to support the Client in fulfilling its duty to inform the data subject and to provide the Client with all available relevant information in a timely manner in this context.
 - Assisting the client with a data protection impact assessment.
 - Assisting the client in the context of prior consultations with the supervisory authority.
- 3.8. The processor shall immediately inform the controller of any inspections or measures taken by a supervisory authority, insofar as these specifically relate to the commissioned data. This also applies if a competent authority investigates the processor in connection with the processing of commissioned data as part of administrative or criminal proceedings regarding the processing of personal data.
- 3.9. To the extent that the client is itself subject to an inspection by the supervisory authority, administrative or criminal proceedings, a liability claim by a data subject or a third party, or any other claim in connection with the processing of

commissioned data by the processor, the processor shall support the client to the best of its ability.

- 3.10. The processor shall regularly monitor internal processes as well as technical and organizational measures to ensure that processing within its area of responsibility is carried out in accordance with the requirements of applicable data protection law and that the protection of the data subject's rights is ensured. The agreed technical and organizational measures are subject to technical progress and further development. In this regard, the processor is permitted in the future to implement alternative, appropriate measures, which are available at www.draeger.com/dpa. In doing so, the security level of the specified measures shall not be compromised.
- 3.11. The processor shall maintain a record of all processing activities involving the processing of personal data. It shall make this record available to the supervisory authority upon request.

4. Subprocessors

- 4.1. Services provided by subprocessors are services that are directly related to the provision of the main service. This does not include ancillary services that the processor utilizes, such as postal, transportation, telecommunications, or cleaning services, as well as other measures to ensure the confidentiality, availability, integrity, and resilience of the hardware and software of data processing systems. The processor is nevertheless obligated to implement appropriate and legally compliant contractual agreements with clients as well as control measures to ensure the data protection and data security of the processed data, even in the case of outsourced ancillary services.
- 4.2. The Client agrees that the Data Processor may engage subprocessors in the course of providing the main service. Before engaging or replacing subprocessors, the Data Processor will provide the Client with sufficient information regarding such actions. For this purpose, the Data Processor provides a status page at www.draeger.com/dpa, where the currently engaged subprocessors and any changes are transparently displayed. The Client should subscribe to this page to be automatically notified of updates. The Client has the opportunity to object to such a change within a reasonable period (30 days from the notification at www.draeger.com/dpa) and if there are important reasons arising from data protection law that make such an objection mandatory. An objection entitles the Data Processor to immediately terminate this Agreement as well as the associated Customer Agreement. If no objection is raised within this period, the changes shall be deemed approved. A list of **the subprocessors** already engaged at the time of signing this Agreement can be found, in conjunction with the descriptions of the various modules, in the overview available at www.draeger.com/dpa. The use of the subprocessors listed there is hereby deemed approved.

- 4.3. If subprocessors are used, the processor shall ensure that data protection is contractually safeguarded at the level specified in this DPA and that the subprocessor implements appropriate technical and organizational measures in accordance with Art. 32 of the GDPR.
- 4.4. If the subprocessor provides the agreed service outside the EU/EEA, the processor shall ensure compliance with data protection regulations by implementing appropriate measures in accordance with Art. 44 et seq. of the GDPR. The same applies if service providers within the meaning of Section 4.1(l), second sentence, are to be engaged.

5. Obligations of the Client

- 5.1. The client shall assess the lawfulness of the processing of contract data by the processor within the scope of the client agreement in accordance with the provisions of the GDPR and other applicable data protection regulations. The client shall ensure that the contract data unambiguously originates from the client's sphere of control and has been or will be collected properly.
- 5.2. The Client shall immediately notify the Processor of any errors or irregularities discovered, in particular when reviewing the results of the processing.
- 5.3. The Client shall safeguard the rights of the data subjects. The Client is responsible for the obligations to inform third parties, in particular pursuant to Articles 33 and 34 of the GDPR. The Processor shall assist the Client in fulfilling this obligation by providing the necessary information.
- 5.4. The Client shall immediately provide the Processor with the necessary instructions to respond to requests for information from the data protection supervisory authority (Art. 58 GDPR).
- 5.5. To the extent that the Client processes the contract data itself as a processor on behalf of a third party and Dräger's activities therefore constitute subcontracted processing, the Client shall ensure the following:
 - The client ensures that the third party remains the controller within the meaning of the GDPR and retains its rights and obligations under the GDPR.
 - The Client shall only engage Dräger after obtaining prior approval from the third party.
 - The Client shall ensure that Dräger is subject to data protection obligations equivalent to those incumbent upon the Client under the data processing agreement with the third party.
 - In the case of multiple third parties, the client shall take contractual measures to ensure that relevant requests are coordinated and processed collectively by the client on behalf of the third parties.
 - This does not apply to specific, substantial complaints from third parties for which Dräger is responsible as the data processor.

- 5.6. General instructions from the Client regarding the handling of contract data must be provided in writing at a minimum. Verbal instructions from the Client in individual cases may only be issued by persons authorized for this purpose and expressly designated to the Data Processor in advance. Verbal instructions must be confirmed by the Client in writing at a minimum.
- 5.7. The Client shall maintain a record of all categories of processing activities carried out by it.

6. Special Categories of Personal Data

- 6.1. The provisions of this section⁶ apply to the handling of specially protected data within the meaning of Art. 9 GDPR. Where relevant, the provisions apply in particular to health data, to patient data as defined by the applicable hospital law, and to data that may fall under doctor-patient confidentiality as defined by Section 203 of the German Criminal Code (“Special Contract Data”).
- 6.2. The Client shall ensure that the Processor does not have access to special categories of personal data when performing the contractual services, unless such access is strictly necessary for the provision of the services. This includes, in particular, health data such as examination findings or data underlying such findings. To the extent that access to such special contract data cannot be prevented, the Client shall ensure, through appropriate organizational, , and contractual measures, that such access is possible in a legally permissible manner.
- 6.3. The Client is obligated to fully comply with its information obligations toward patients, as may arise, for example, from the applicable hospital law.
- 6.4. The data processor undertakes to maintain confidentiality regarding special order data and to obtain knowledge of such data only to the extent necessary to fulfill the tasks assigned to it.
- 6.5. The Data Processor is aware that persons who participate in the professional activities of a person bound by professional secrecy and who, without authorization, disclose a third-party secret that has become known to them in the course of or in connection with their activities are liable to prosecution under Section 203(4) sentence 1 of the German Criminal Code (StGB). The processor shall ensure that all employees deployed in the performance of the contract who come into contact with specific contract data are informed of the criminal liability under Section 203 of the German Criminal Code (StGB) and are obligated to maintain the confidentiality of professional secrets that have become known to them in the course of or in connection with their work.

7. Remote Maintenance (if agreed)

If agreed, the Data Processor shall perform remote maintenance services on the Client's IT systems for maintenance and repair purposes. In the course of remote

maintenance, access to personal data cannot, by its very nature, be ruled out. If remote maintenance is performed, it shall be carried out exclusively within the scope of the contractually agreed services, in compliance with the provisions of the Customer Agreement and this Data Processing Agreement, as well as the requirements set forth in the Dräger Group's technical and organizational measures depending on the respective subject matter of the contract, which you can view at www.draeger.com/dpa.

8. Audits

- 8.1. Pursuant to Article 28(1) of the GDPR, the Client may, prior to the commencement of data processing and thereafter on a regular basis, verify the data processor's compliance with the technical and organizational measures taken to protect the contract data.
- 8.2. If the Client's review or audit reveals a need for adjustments, these must be implemented by mutual agreement. The Client may conduct spot checks on the ongoing review to verify compliance with this Customer Agreement. For this purpose, the Processor may provide updated documentation of the Dräger Group's order-specific technical and organizational measures, or submit attestations from auditors, the internal audit department, or audit reports on IT security and/or data protection.
- 8.3. Except in urgent cases requiring special justification, the Client shall observe a notice period of at least ten (10) business days (Monday through Friday, excluding local holidays). The audit shall not interfere with the Processor's business operations to the extent possible. The results of the inspections shall be documented by the Client in a report.

9. Liability

The Client and the Data Processor shall be liable to data subjects in accordance with the provisions of Article 82 of the GDPR. Any limitations of liability set forth in the Client Agreement shall apply accordingly.

10. Term of the Agreement, Termination, and Existing Agreements

- 10.1. This DPA is concluded for an indefinite period. Upon termination of the Customer Agreement and all resulting individual orders, this DPA shall automatically terminate upon the expiration of the periods agreed upon in Section 11.3, without the need for separate notice of termination.
- 10.2. The right to terminate for cause remains unaffected.
- 10.3. To the extent that data processing agreements already exist between the parties, these are replaced by this DPA.

11. Final Provisions

- 11.1. Should the Client's data held by the Processor be at risk due to attachment or seizure, insolvency or composition proceedings, or other events or actions by third parties, the Processor must inform the Client thereof immediately. The Data Processor shall immediately inform all relevant parties in this context that sole authority over the data lies exclusively with the Client as the data controller within the meaning of the GDPR.
- 11.2. In the event of any conflicts, the provisions of this DPA shall take precedence over the provisions of the Customer Agreement. Should individual provisions of this DPA be invalid, this shall not affect the validity of the remainder of the DPA.
- 11.3. Upon termination of the Customer Agreement, Dräger shall either return the personal processing data or, upon request, irrevocably delete it using state-of-the-art technology. "Deletion" is understood to mean the permanent and irrevocable removal of any link to the individual. If additional costs arise due to requirements regarding the return or deletion of data that differ from those set forth at , such costs shall be borne by the Customer. The processor is also entitled to delete the data if the data is neither accessed nor if any contrary instruction is issued within six (6) weeks after the termination of the Customer Agreement.
- 11.4. There are no verbal side agreements. Amendments and additions to this DPA must be in writing (electronic form—such as via electronic signature—is sufficient). This also applies to any waiver of the written form requirement. Email does not satisfy the written form requirement. In day-to-day business, communication may also take place electronically with effect for and against the respective party, unless the written form has been expressly agreed upon. Electronic communication that is recognizable as originating from a party shall be attributed to that party.

The Customer Agreement remains unaffected in all other respects.

Subject Matter, Nature, and Purpose of Data Processing

The subject matter, nature, and purpose of data processing depend on the services owed by the processor in accordance with the Customer Agreement or the commissioned modules, which are available at www.draeger.com/dpa. The relevant modules and associated processing activities apply only to the extent that they have been commissioned by the client.

Subprocessors

The Dräger Group companies used as sub-processors, as well as external service providers, insofar as these have not been directly commissioned by you as processors, are made available for your review online at www.draeger.com/dpa. The processor shall inform the client of any changes in accordance with Section 4.2 of this DPA.

Technical and Organizational Measures of the Dräger Group

The contract-specific technical and organizational measures for the protection of personal data pursuant to Articles 28 and 32 of the GDPR, as well as for the protection of trade secrets, are subject to continuous improvement in accordance with Section 3.12 of this DPA and can be accessed in their current versions at www.draeger.com/dpa.