



## Attachment 06: IRISPulse Data Protection Agreement

**Effective Date:** January 2025

This Data Protection Agreement ("Agreement") governs the processing of personal data by I.R.I.S. AG ("Company," "we," "us," or "our") in relation to the use of the IRISPulse service ("Service") provided to users ("Users," "you," or "your"). By creating an account, uploading data, or using the Service, you acknowledge and accept this Agreement, which is made in compliance with the **General Data Protection Regulation (GDPR)** (EU) 2016/679.

### Definitions

- **Personal Data:** Any information relating to an identified or identifiable natural person.
- **Data Processing:** Any operation or set of operations performed on personal data, whether automated or manual.
- **Data Subject:** The individual to whom the personal data relates.
- **Processor:** The entity that processes personal data on behalf of the Data Controller.
- **Controller:** The entity that determines the purposes and means of the processing of personal data.

For the purposes of this Agreement:

- **Data Controller:** [User's Company Name or the individual user]
- **Data Processor:** [Your Company Name]

### Purpose of Data Processing

The Company will process personal data provided by Users as part of the Service to deliver the features and functionalities of IRISPulse, which may include data analytics, reporting, user support, and other services that are integral to the Service.

### Categories of Data Processed

The Company may process the following categories of personal data:

- User account details (name, email, etc.)
- Data uploaded by Users (content, reports, files, etc.)
- Usage data (log data, metadata, interaction data)

### Legal Basis for Data Processing

The legal basis for processing personal data under this Agreement is the necessity of processing for the performance of a contract, as described in Article 6(1)(b) of the GDPR, specifically to provide the Service to Users. If applicable, processing may also be based on User consent (Article 6(1)(a)).



## Rights of Data Subjects

As a Data Controller, you (the User) retain the following rights concerning the personal data processed through the Service:

- **Right to Access:** You may request access to personal data held by the Company.
- **Right to Rectification:** You may request the correction of inaccurate personal data.
- **Right to Erasure:** You may request the deletion of personal data under certain circumstances (right to be forgotten).
- **Right to Restriction of Processing:** You may request restriction of processing in certain situations.
- **Right to Data Portability:** You may request your personal data in a structured, commonly used, and machine-readable format.
- **Right to Object:** You may object to processing under certain circumstances.

To exercise any of these rights, you must contact us at [insert contact details].

## Data Security

The Company will implement appropriate technical and organizational measures to protect personal data from unauthorized access, disclosure, alteration, and destruction. These measures include encryption, secure access controls, and regular security audits.

## Sub-processors

The Company may use third-party sub-processors to provide certain services related to the Service. These sub-processors may process personal data on our behalf. A list of the sub-processors used is available upon request. We will ensure that any sub-processors we engage are compliant with GDPR and bound by contractual obligations that protect your personal data.

## International Data Transfers

Personal data may be transferred to and processed in countries outside of the European Economic Area (EEA) for the purposes outlined in this Agreement. If we transfer personal data outside the EEA, we will take all reasonable steps to ensure that such transfers comply with applicable data protection laws, including the use of standard contractual clauses or other lawful mechanisms.

## Data Retention

The Company will retain personal data only for as long as necessary to fulfill the purposes of processing or to comply with legal obligations. Once personal data is no longer required, it will be securely deleted.

## Limitation of Liability

To the fullest extent permitted by law, the Company's liability to you for any claims arising out of this Agreement or in connection with data processing is limited to the amount paid by you for the Service during the last 12 months prior to the event giving rise to the claim.



The Company shall not be liable for any indirect, incidental, special, or consequential damages, including loss of data or business interruption, arising out of or in connection with this Agreement or the processing of personal data.

### User Responsibilities

- **Data Accuracy:** You are responsible for ensuring that the personal data you upload or provide is accurate and up to date.
- **Data Minimization:** You should avoid uploading unnecessary or excessive personal data when using the Service.
- **Compliance with Laws:** You must ensure that you have obtained all necessary consents or legal grounds for uploading personal data to the Service.

### Breach Notification

In the event of a data breach that compromises the personal data you upload to the Service, we will notify you without undue delay, and we will cooperate with you to investigate and mitigate any potential risks in accordance with the GDPR.

### Amendments to this Agreement

The Company reserves the right to modify this Agreement at any time. Any changes will be posted on this page, and the effective date will be updated accordingly. By continuing to use the Service after such changes, you acknowledge and accept the revised Agreement.

### Contact Information

If you have any questions or concerns regarding the processing of personal data or this Agreement, please contact us at:

I.R.I.S. AG  
Heussstr. 23, 52078 Aachen  
privacy@iriscorporate.com  
+49 241 920350

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**By creating an account, uploading data, or using IRISPulse, you acknowledge that you have read, understood, and accepted the terms of this Data Protection Agreement.**