



§1 Subject matter of the contract

This contract includes the following remote maintenance activities to be carried out by Uhlmann & Zacher GmbH:

- Contract-related and support activities
 - Commissioning of new systems
 - *Software and hardware maintenance activities*
 - *Updation and installation activities*
 - *Software and hardware error analysis / troubleshooting*
 - Presentations, webinars and training activities

§2 Remote maintenance conditions

1. Remuneration for the service

- (1) The services provided by Uhlmann & Zacher GmbH will be billed to the client.
- (2) The connection times of the remote control software will be used for billing the service. These are automatically documented by the remote control software (see data storage §2 4.). This documentation is used as basis for billing.
- (3) The remote maintenance services are billed at the beginning of a calendar month for the previous month.
- (4) The remote maintenance sessions are billed in 6-minute cycles. One unit equals € 7.50 excl. the statutory VAT.
- (5) The fee for the service does not depend on the result of remote maintenance.

2. Remote maintenance software

- (1) The remote control software allows IT systems to be controlled without the physical presence of the operator (see also establishing connection §2 5.).
- (2) Uhlmann & Zacher GmbH is obliged to use software that meets the state of the art requirement with respect to the security of the connection.
- (3) Uhlmann & Zacher GmbH confirms that the software cannot be used to establish connections if it is deactivated. If the client does not deactivate the software, it is technically possible to re-establish a connection. For this reason, the client is obliged to deactivate the software after the service provision. In addition to this §2 5 is applicable
- (4) Uhlmann & Zacher GmbH uses the software from [pcvisit Software AG](#). Remote connections are thus redirected via the server of [pcvisit Software AG](#). Here are the guidelines of [pcvisit Software AG](#).

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Kürzel	MC	MC	MZ;MU	MZ;MU	Version 0.9
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3. Session recordings

- (1) Uhlmann & Zacher GmbH records a remote session only when it was necessary for remote maintenance purposes and was approved by the client. For this purpose, the verbal consent of the client is sufficient. A recording that is in progress is shown to the client during the remote maintenance by a visual indication and then by the service report. The recording contains all the information handled by Uhlmann & Zacher GmbH during the remote maintenance session.
 - a. Persons with authorized access:
 - i. Employees of Support, Accounting departments, Order processing, IT administration, and the management
- (2) The recordings are stored on the internal network (including backup) of Uhlmann & Zacher GmbH. Therefore, Uhlmann & Zacher GmbH is not liable for events that they can not or could not control themselves. (Burglary, theft, fire, etc.) The client agrees to this type of data storage.
- (3) Uhlmann & Zacher GmbH is obliged to provide existing records at the request of the customer or in suspicious cases to public authorities.
- (4) Uhlmann & Zacher GmbH is obliged to delete all the recordings if requested by the client. In case of deletion, the client waives all possible claims for the deletion period. (Warranty/liability)
- (5) A session recording (in whole or in part) cannot be claimed.
- (6) The recording of the session can be prohibited in advance by the client.

4. Data storage

- (1) Uhlmann & Zacher GmbH stores the following session data continuously (see sample of proof of remote service §3 1.).
 - a. General information (customer number, contact information, date, time and duration of the connection(s), description of the activity)
 - b. Users and involved system(s) (computer name)
 - c. Connection history in the form of text log
 - d. Log of the chat history
 - e. File transfer as text log
 - f. Remote maintenance comments
- (2) The client has the right to inspect the stored data.
- (3) The client can request the data to be deleted after invoicing. By requesting the deletion, the client accepts all the previously submitted bills.
- (4) In case of deletion, Uhlmann & Zacher GmbH will raise one bill for all the services not yet billed independently of the second.

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5. Connection setup

- (1) Uhlmann & Zacher GmbH provides two types of connection setup for selection. Depending on the selection, the following agreements are linked to this:
 - I. Quick-Login
 - a. Uhlmann & Zacher GmbH will send a connection software to the client that allows Uhlmann & Zacher GmbH to operate the client's system remotely.
 - b. The client has the option to stop access to the system at any time by closing the software.
 - c. The connection can be established only with the consent and supervision of the client and is technically not possible without his help.
 - d. Once the connection is terminated, a reconnection is only possible according to §2 5.(1)I.c. (also see § 2 2.(3). and §2 5.(2)).
 - e. Once the software is closed, it is no longer active on the client's system
 - II. Permanent login
 - a. Uhlmann & Zacher GmbH will install the remote control software permanently on the client's system.
 - b. Uhlmann & Zacher GmbH can establish a connection at any time, but is obliged to do so only if there is a customer order for the same.
- (2) Connections terminated due to technical reasons can often be restored automatically. If this is not possible, then the client is obliged to follow the instructions from Uhlmann & Zacher GmbH for supporting services.
- (3) If there is no agreement on the type of connection setup between the parties, then the Quick Login applies according to § 2 5.(1).I.

Miscellaneous

- (1) If individual provisions of this agreement become invalid as they are replaced by other provisions or laws, then the remaining provisions continue to be valid. Both the parties shall endeavour to replace the legally invalid provision with a new one.
- (2) The client is obliged to take a backup of all sensitive data before each remote maintenance session. An exception here are connections according to §2 5.(1)II.b.
- (3) The client confirms that he has broadband Internet access.
- (4) The client confirms that the environment is free of viruses and malware.
- (5) In addition to this agreement, the general terms and conditions of Uhlmann & Zacher GmbH shall apply.
- (6) Uhlmann & Zacher GmbH does not assume any liability for damage to the remote controlled customer system.

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§3 DSGVO

1. General obligations of Uhlmann & Zacher GmbH

- (1) Uhlmann & Zacher GmbH is obliged to carry out remote maintenance activity only upon the instructions of the client by properly authorized employees. Uhlmann & Zacher GmbH will share the names of these authorized employees with the client.
- (2) Uhlmann & Zacher GmbH will allow remote maintenance activities to be carried out only by those persons who are obliged to maintain data confidentiality (§ 5 Federal Data Protection Act and § 6 State Data Protection Act).
- (3) Uhlmann & Zacher GmbH is obliged to deploy only permanent employees for remote maintenance activities who come under the obligation law for remote maintenance in sensitive areas, such as data requiring professional or special official secrecy.

2. Purpose

Personal information that Uhlmann & Zacher GmbH becomes aware of when providing the service under this contract, may be used by Uhlmann & Zacher GmbH for remote maintenance purposes only. Uhlmann & Zacher GmbH is not allowed to share such data with third parties.

3. Technical and organisational security measures

- (1) The remote maintenance connection has to be established only by the client; remote maintenance activity may be started only with his consent.
- (2) Remote maintenance activity may only be started once the remote maintenance personnel logs in with user ID and password.
- (3) The software automatically logs the remote maintenance activities of Uhlmann & Zacher GmbH with date, time and user ID, checks the logs and stores the logs.
- (4) The client provides Uhlmann & Zacher GmbH only the access rights which are actually needed to carry out the remote maintenance activities. The client ensures that Uhlmann & Zacher GmbH can only access the stored personal data to the extent that it is absolutely necessary to carry out the remote maintenance activity.
- (5) Uhlmann & Zacher GmbH may use the access rights granted only to the extent required to carry out the remote maintenance activity.
- (6) Uhlmann & Zacher GmbH may retrieve personal data from the client's computer system via file transfer or download for error analysis and troubleshooting purposes and copy it on his own system only if prior permission has been obtained from the client. Permission of the client is granted when he agrees to the remote maintenance. The client can inspect the data transferred after the remote maintenance by accessing the remote maintenance log.

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- (7) The client is entitled to monitor the remote maintenance activity from a control screen and terminate it at any time. If Uhlmann & Zacher GmbH has to be involved in it, U&Z ensures that this is possible.
- (8) Uhlmann & Zacher GmbH has to delete the personal information obtained during remote maintenance immediately or return it to the client if it is no longer necessary for carrying out the remote maintenance activity. Any printouts with personal data handed over to Uhlmann & Zacher GmbH has to be returned immediately or destroyed after completion of the remote maintenance activity.

4. Extraordinary termination

The client is entitled to terminate the contract if Uhlmann & Zacher GmbH does not fulfil the obligations under § 3 Nos. 1 to 4 of this contract despite a written request.

5. Termination

Ordinary termination from either side is possible once the dial-up data is deleted.

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§3 Sample of proof of remote service

Technical Service - Support
Uhlmann & Zacher GmbH
Gutenbergstr. 2-4
97297 Waldbüttelbrunn



Sehr geehrte Damen und Herren,

10.10.2019

Anbei unser aktueller Dienstleistungsbericht :

Allgemeine Informationen

Kundennummer	D123456
Supportfall-ID	130
Firma	Musterfirma
Kundenname	Max Mustermann
Telefonnummer	0123456789
Datum	10.10.2019
Zeit	11:34:01
Fernwartungs- ID	14781755
Dauer	00h:00m:17s
Titel	Supportfall
Beschreibung	Musterbeschreibung der Tätigkeit

Teilnehmer

Michael Crum

Verlauf

Teilnehmer	Datum	Zeit	Aktivität
Michael Crum	10.10.2019	11:34:01	Michael Crum hat die Fernwartung begonnen.
Michael Crum	10.10.2019	11:34:18	Michael Crum hat die Fernwartung beendet.

Chat

Der Chat wurde in dieser Fernwartung nicht genutzt.

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Uhlmann & Zacher GmbH

Remote maintenance conditions & DSGVO



Dateiversand

Keine Dateiübertragungen vorhanden

Fernwartungskommentare

Kommentar	Kommentar-ID
Musterkommentar	standard0
Musterkommentar 0123456789	standard2 ClientPhoneNumber

Technischer Service U&Z

Es gelten unsere aktuellen AGB's

Tel.: +49 931 40672 33

E-Mail: support@uundz.de

Uhlmann & Zacher GmbH

Gutenbergstr. 2-4, 97297 Waldbüttelbrunn, Germany

Geschäftsführer: Martin Uhlmann, Dr. Marc Zacher

Handelsregister Würzburg HRB 3717

Ust.ID-Nr.: DE 134 181 126

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