

Agreement on the processing of personal data under joint responsibility (Art. 26 General Data Protection Regulation – GDPR)

between
AIRAdoc GmbH
Am Biopark 13
93053 Regensburg
(AIRAdoc GmbH)
and
the customer

1. Responsible parties

1.1 This agreement governs the rights and obligations of the controllers (hereinafter also referred to as "parties") in the joint processing of personal data within the scope of the processing activities specified in more detail below. This agreement applies to all activities in which employees of the parties or a processor commissioned by them process personal data for the controllers.

1.2 The parties agree that, in the processing activities described in more detail below, they jointly determine the purposes and means of processing and, in this respect, have joint responsibility for specified process stages.

1.3 Personal data is processed within the scope of the customer's use of the AIRAdoc software provided to the customer by AIRAdoc GmbH. The subject matter and duration of the respective processing operations are specified in **Appendix 1**.

1.4 The parties define the process stages in accordance with **Annex 1** in which personal data is processed under joint responsibility (Art. 26 GDPR). For the remaining process stages, for which there is no joint determination of the purposes and means of individual phases of data processing, each party is an independent controller within the meaning of Art. 4 No. 7 GDPR. However, this agreement concerns all processing activities of AIRAdoc GmbH, as all data required for this purpose is collected and provided by the customer.

2. Scope

2.1 The parties' responsibilities for the processing of personal data within the scope of joint responsibility in accordance with this agreement are set out in **Appendix 1**. The parties mutually agree that this agreement duly reflects the respective actual functions and relationships of the joint controllers vis-à-vis data subjects.

2.2 The categories of data processed, the categories of data subjects, and the legal bases for processing for which joint responsibility exists are set out in **Annex 1** to this agreement.

3. Allocation of data protection obligations

3.1 Each party is responsible for implementing the obligations under the GDPR within its sphere of influence. This does not include the obligation to inform data subjects. The customer is responsible for providing information in accordance with Articles 13 and 14 of the GDPR in accordance with all relevant provisions of the GDPR. In particular, the customer undertakes to document the information provided to data subjects. AIRAdoc GmbH shall support the customer in compiling the information to be provided. Information and communications to data subjects in this regard shall be provided in a precise, transparent, understandable, and easily accessible form, using clear and plain language.

3.2 Notwithstanding this provision, data subjects may assert their rights as data subjects with and against either party. The parties undertake to provide each other with all information necessary to respond to requests for information.

3.3 If a data subject contacts one of the parties in exercise of their rights as a data subject, in particular for information or correction and deletion of their personal data, the parties undertake to forward this request to the other party without delay, irrespective of the obligation to guarantee the rights of the data subject. The latter is obliged to immediately provide the requesting party with the information necessary to process the request from its sphere of activity.

3.4 If personal data is to be deleted, the parties shall inform each other in advance. The other party may object to the deletion for legitimate reasons, for example if it is subject to a legal retention obligation.

3.5 The responsible contact persons for the parties are:

Contact person at AIRAdoc GmbH:

Jonathan Bollig (Data Protection Officer)
Am Biopark 13
93053 Regensburg
datenschutz@airadoc.com

(Customer contact person)

3.6 The parties shall inform each other of the name and contact details of the data protection officer(s), if such an officer(s) must be appointed by the respective party.

Data protection officer at AIRAdoc GmbH:
Jonathan Bollig (Data Protection Officer)
Am Biopark 13
93053 Regensburg
datenschutz@airadoc.com

(Data protection officer of the customer)

3.7 In the event of a change or long-term unavailability of the contact person(s) or data protection officer(s), the other party must be notified immediately.

4. Principles of joint processing

4.1 Each party shall ensure compliance with the statutory provisions, in particular the lawfulness of the data processing carried out by it within the scope of joint responsibility. Processing may only take place if there is a corresponding legal basis.

4.2 The parties shall store personal data in a structured, commonly used, and machine-readable format.

4.3 The parties shall ensure that only personal data that is absolutely necessary for the lawful processing of the transaction is collected. In all other respects, the parties shall observe the principle of data minimization within the meaning of Art. 5 (1) (c) GDPR.

5. Technical and organizational measures

5.1 The parties shall ensure within their sphere of influence that the technical and organizational measures required under Articles 24, 25, and 32 GDPR are implemented and complied with. A description of these measures shall be provided to the other party.

5.2 The parties shall ensure within their sphere of influence that all employees involved in data processing maintain the confidentiality of the data in accordance with Art. 28 (3), 29, and 32 GDPR for the duration of their employment and after termination of their employment, and that they are instructed in the data protection provisions relevant to them.

5.3 The parties shall independently ensure that they comply with all statutory retention obligations relating to the data. To this end, they shall take appropriate data security measures (Art. 32 et seq. GDPR). This applies in particular in the event of termination of the cooperation.

5.4 The parties shall take all necessary technical and organizational measures to ensure that the rights of the data subjects, in particular under Articles 12 to 22 GDPR, can be and are guaranteed at all times within the statutory time limits.

6. Order processing and other joint responsibilities

6.1 When using processors within the scope of this agreement, the parties undertake to conclude a contract in accordance with Art. 28 GDPR and to provide the other party with an up-to-date list of the processors used. If a processor is used by several contracting parties at the same time, they undertake to clarify within the framework of the processing relationship in whose sphere of activity the respective data processing is carried out on behalf of whom.

6.2 The parties shall inform each other in good time of any intended change with regard to the involvement or replacement of processors employed as subcontractors and shall only commission subcontractors who meet the requirements of data protection law and the provisions of this agreement.

6.3 If the parties assume joint responsibilities for the processing activities covered by this agreement beyond the scope of this agreement in accordance with Art. 26 GDPR, this is specified in **Appendix 1**, and **Appendix 4** contains a description of the important components of the associated agreements. Data protection obligations imposed on one party by this agreement may also be assumed by another party to such an agreement in accordance with such a further agreement on joint responsibility. The parties undertake to

inform the other party to this agreement in good time of any change, discontinuation, or addition of further such agreements on joint responsibility.

7. Reporting and notification obligations

7.1 The parties are responsible for the reporting and notification obligations towards the supervisory authority and the persons affected by a breach of the protection of personal data resulting from Articles 33 and 34 GDPR for their respective areas of activity. The parties mutually undertake, also in the interest of the other contracting parties, to comply with the obligations under Articles 33 and 34 GDPR without delay.

7.2 The parties shall immediately inform each other of any reports of personal data breaches to the supervisory authority pursuant to Art. 33 GDPR and shall immediately forward to each other the information necessary to make the report.

7.3 If notification of the data subject affected by a personal data breach is required under Article 34 GDPR, the parties shall inform and support each other and, where appropriate, carry out the notification jointly.

8. Documentation

Documentation within the meaning of Art. 5 (2) GDPR, which serves as evidence of proper data processing, shall be retained by each party in accordance with its legal powers and obligations beyond the end of the agreement.

9. Processing directory

The parties shall include the processing activities in the processing record pursuant to Art. 30 (1) GDPR, including and in particular with a note on the nature of the processing activities under joint or sole responsibility.

10. Disclosure to data subjects

The customer undertakes to make the essential content of the agreement on joint responsibility under data protection law available to the data subjects in accordance with Art. 26 (2) sentence 2 GDPR. **Annex 2** forms the basis for this. **Annex 3** also contains information about this agreement for other controllers involved in data processing.

11. Data protection impact assessment

If a data protection impact assessment pursuant to Art. 35 GDPR is required, the parties shall support each other.

12. Damages

12.1 Notwithstanding the provisions of this agreement, the parties shall be jointly liable to the data subjects in their external relations pursuant to Art. 82 (4) GDPR for damage caused by processing that does not comply with the GDPR.

12.2 Internally, without prejudice to the provisions of this agreement, the parties shall only be liable for damages incurred within their respective stages of the process.

12.3 In the event of a claim for damages under Art. 82 GDPR, the parties undertake to support each other in defending the claims to the best of their ability.

13. Final provisions

13.1 The parties shall inform each other immediately and fully if they discover errors or irregularities with regard to data protection provisions when reviewing the processing activities.

13.2 The parties shall inform each other immediately if a data protection supervisory authority contacts them and this concerns processing covered by this agreement.

13.3 No ancillary agreements to this agreement have been made. Amendments or additions must be made in writing to be legally effective and must expressly state that they are amendments or additions to this agreement. This also applies to any waiver of the requirement for the written form.

13.4 Should any provision of this agreement be invalid, this shall not affect the validity of the remaining provisions of this agreement. This shall also apply if the agreement contains a loophole. The parties shall replace the invalid provision or loophole with an appropriate substitute provision that comes as close as possible to what the parties would have wanted if they had considered this aspect.

Appendix 1

Information on the joint responsibility of AIRAdoc GmbH and its customer pursuant to Art. 26 (2) sentence 2 of the General Data Protection Regulation (GDPR) for the customer's patients as data subjects

Who are the joint controllers?

AIRAdoc GmbH (AIRAdoc GmbH)
Am Biopark 13
93053 Regensburg

(Customer)

Who are the respective data protection officers?

Jonathan Bollig (Data Protection Officer of AIRAdoc GmbH)
Am Biopark 13
93053 Regensburg
datenschutz@airadoc.com

(Data protection officer of the customer)

What is the reason for joint responsibility?

The parties work closely together when using the AIRAdoc product. This also applies to the processing of your personal data. The parties have jointly determined the order in which this data is processed in the individual process stages when using AIRAdoc. They are therefore jointly responsible for the protection of your personal data within the process stages described below (Art. 26 GDPR). Processing of personal data not directly related to the use of AIRAdoc is not affected by this information.

What have the parties agreed?

Within the scope of their joint responsibility for data protection, the parties have agreed which of them will fulfill which obligations under the GDPR. This applies in particular to the exercise of the rights of data subjects and the fulfillment of the information obligations under Articles 13 and 14 GDPR.

This agreement is necessary because when using AIRAdoc, personal data is processed in different process stages and systems operated by one of the parties.

What does this mean for you as a data subject?

Even though there is joint responsibility, the parties fulfill their data protection obligations in accordance with their respective responsibilities for the individual process stages as follows:

<Process distribution AIRAdoc x customer>

When using the "PV" module of AIRAdoc, there is further joint responsibility. The relevant information can be found in <Info AIRAdoc x PV - Patients>.

- The customer of AIRAdoc GmbH provides you with the information required under Articles 13 and 14 of the GDPR on the use of AIRAdoc free of charge.
- Data protection rights can be asserted against both parties. You will generally receive feedback from the party to whom you have asserted your rights. To this end, each party will provide the other with all the necessary information from its section of the process.

What processing by processors and what third-country transfers of your data take place?

Please refer to the list of processors of AIRAdoc GmbH at www.airadoc.com and the information provided by the customer of AIRAdoc GmbH for this information.

Appendix 2

Information on the joint responsibility of AIRAdoc GmbH and its customer pursuant to Art. 26 (2) sentence 2 of the General Data Protection Regulation (GDPR) for the customer's patients as data subjects

Who are the joint controllers?

AIRAdoc GmbH (AIRAdoc GmbH)

Am Biopark 13

93053 Regensburg

(Customer)

Who are the respective data protection officers?

Jonathan Bollig (Data Protection Officer of AIRAdoc GmbH)

Am Biopark 13

93053 Regensburg

datenschutz@airadoc.com

(Data protection officer of the customer)

What is the reason for joint responsibility?

The parties work closely together when using the AIRAdoc product. This also applies to the processing of your personal data. The parties have jointly determined the order in which this data is processed in the individual process stages when using AIRAdoc. They are therefore jointly responsible for the protection of your personal data within the process stages described below (Art. 26 GDPR). Processing of personal data not directly related to the use of AIRAdoc is not affected by this information.

What have the parties agreed?

Within the scope of their joint responsibility for data protection, the parties have agreed which of them will fulfill which obligations under the GDPR. This applies in particular to the exercise of the rights of data subjects and the fulfillment of the information obligations under Articles 13 and 14 GDPR.

This agreement is necessary because when using AIRAdoc, personal data is processed in different process stages and systems operated by one of the parties.

What does this mean for you as a data subject?

Even though there is joint responsibility, the parties fulfill their data protection obligations in accordance with their respective responsibilities for the individual process stages as follows:

The data subjects in the following data processing operations are the customer of AIRAdoc GmbH ("doctor") and their patients ("patients").

Recording/entry/modification of data

Type of processing: Collection, recording, modification

Purpose: Use of AIRAdoc in accordance with the service description

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent and fulfillment of contractual obligations (Art. 6 (1) (a) and (b) for doctors

Data categories: Health data, social data, master data of patients, as well as user and usage data of physicians and conversation data of patients and physicians

Responsible party: Customer of AIRAdoc GmbH

Duration: 90 days after initial collection of the data or until manual deletion by the customer of AIRAdoc GmbH

Processing of data in accordance with the AIRAdoc service description without the "PV" module

Type of processing: Organization, sorting, storage, reading, querying, modification, use, deletion

Purpose: Use of AIRAdoc without the "PV" module in accordance with the service description

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent and fulfillment of contractual obligations (Art. 6 (1) (a) and (b) for doctors

Data categories: Health data, social data, master data of patients, as well as user and usage data of physicians and conversation data of patients and physicians

Responsible party: AIRAdoc GmbH

Duration: 90 days after initial data collection or until manual deletion by the customer of AIRAdoc GmbH

Module "PV"

Type of processing: Organization, sorting, storage, reading, retrieval, modification, use, deletion

Purpose: Use of the "PV" module in accordance with the service description and processing in accordance with the cooperation between AIRAdoc GmbH and Prof. Valmed® - validated medical information GmbH

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent and fulfillment of contractual obligations (Art. 6 (1) (a) and (b) for doctors

Data categories: Health data, social data, master data of patients, as well as user and usage data of physicians and conversation data of patients and physicians

Responsible controller: AIRAdoc GmbH in joint responsibility with Prof. Valmed® - validated medical information GmbH

Duration: Until manual deletion by the customer of AIRAdoc GmbH and in accordance with the agreement on joint responsibility between AIRAdoc GmbH and Prof. Valmed® - validated medical information GmbH

Certification and quality management

Type of processing: Organization, sorting, storage, deletion

Purpose: Security and legal compliance of AIRAdoc

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent (Art. 6 (1) (a) for doctors

Data categories: Health data, social data, master data of patients, user and usage data of physicians, and conversation data of patients and physicians

Responsible party: Party 1

Duration: Legally required storage period for certification and QMS

When using the "PV" module of AIRAdoc, there is an additional joint responsibility. The relevant information can be found below.

Information on the joint responsibility of AIRAdoc GmbH and Prof. Valmed® - validated medical information GmbH ("PV") pursuant to Art. 26 (2) sentence 2 of the General Data Protection Regulation (GDPR) for the patients of AIRAdoc GmbH's customers as data subjects

Who are the joint controllers?

AIRAdoc GmbH (AIRAdoc GmbH)

Am Biopark 13

93053 Regensburg

Prof. Valmed® - validated medical information GmbH (PV)

Fasanenweg 2

63225 Langen

Who are the respective data protection officers?

Jonathan Bollig (Data Protection Officer at AIRAdoc GmbH)

Am Biopark 13

93053 Regensburg

datenschutz@airadoc.com

Prof. Valmed® - validated medical information GmbH (Data Protection Officer PV)

Fasanenweg 2

63225 Langen

profvalmed@profvalmed.com

What is the reason for joint responsibility?

The parties work closely together within the framework of their cooperation agreement for the provision of PV services as part of the AIRAdoc product from AIRAdoc GmbH. This also

applies to the processing of your personal data. The parties have jointly determined the sequence of processing this data in the individual process stages. They are therefore jointly responsible for the protection of your personal data within the process stages described below (Art. 26 GDPR).

What have the parties agreed?

Within the scope of their joint responsibility for data protection, the parties have agreed which of them will fulfill which obligations under the GDPR. This applies in particular to the exercise of the rights of the data subjects and the fulfillment of the information obligations pursuant to Articles 13 and 14 GDPR.

This agreement is necessary because when using the PV module of the AIRAdoc product, personal data is processed in different process stages and systems operated by one of the parties.

What does this mean for you as a data subject?

Even if joint responsibility exists, the parties fulfill their data protection obligations in accordance with their respective responsibilities for the individual process stages as follows:

The data subjects in the following data processing operations are the customer of AIRAdoc GmbH ("doctor") and their patients ("patients").

Recording of data in AIRAdoc and forwarding to PV

Type of processing: Collection, recording, modification

Purpose: Use of the "PV" module of AIRAdoc in accordance with the service description

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and fulfillment of contractual obligations and legitimate interests (Art. 6 (1) (b) and (f) for doctors

Data categories: Health data, social data, master data of patients, as well as user and usage data of physicians (pseudonymized user token, specialty, language, client/instance ID, timestamp, request metadata, technical identifiers) and conversation data of patients and physicians

Responsible controller: AIRAdoc GmbH in joint responsibility with the customer of AIRAdoc GmbH

Duration: 90 days after initial collection of the data or until manual deletion by the customer of AIRAdoc GmbH

Generation of AI-supported recommendations for action and clinical information

Type of processing: Organization, sorting, storage, reading, querying, modification, use, deletion

Purpose: Use of the "PV" module of AIRAdoc in accordance with the service description

Legal basis: Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent and fulfillment of contractual obligations (Art. 6 (1) (a) and (b) for physicians

Data categories: Health data, social data, master data of patients, and consultation data of patients and physicians

Responsible party: Party 2

Duration: 90 days

Display and use of information provided by PV

Type of processing: Organization, sorting, storage, reading, retrieval, use, deletion

Purpose: Use of the "PV" module of AIRAdoc in accordance with the service description

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent and fulfillment of contractual obligations (Art. 6 (1) (a) and (b) for physicians

Data categories: Health data, social data, master data of patients, as well as user and usage data of physicians and conversation data of patients and physicians

Responsible controller: AIRAdoc GmbH in joint responsibility with the customer of AIRAdoc GmbH

Duration: Until manual deletion by the customer of AIRAdoc GmbH

Certification and quality management of PV

Type of processing: Organization, sorting, storage, reading, retrieval, use, deletion

Purpose: Security and legal compliance of the PV product

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent and fulfillment of contractual obligations (Art. 6 (1) (a) and (b) for doctors

Data categories: Health data, social data, master data of patients, user and usage data of physicians, and conversation data of patients and physicians

Responsible party: Party 2

Duration: 90 days and long-term storage of non-personal data for quality assurance purposes

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- AIRAdoc GmbH will provide you with the relevant information free of charge in accordance with Art. 13 and 14 GDPR.
 - Data protection rights can be asserted both with AIRAdoc GmbH and with PV. You will generally receive feedback from the entity with which you asserted your rights. To this end, each party will provide the other with all necessary information from its section of the process.

What processing by processors and what third-country transfers of your data take place?

Please refer to the list of processors of AIRAdoc GmbH at www.airadoc.com and the information provided by PV for this information.

- The customer of AIRAdoc GmbH will provide you with the information required under Articles 13 and 14 of the GDPR regarding the use of AIRAdoc free of charge.
- Data protection rights can be asserted with both parties. You will generally receive feedback from the party with which you asserted your rights. To this end, each party will provide the other with all necessary information from its section of the process.

What processing by processors and what third-country transfers of your data take place?

Please refer to the list of processors of AIRAdoc GmbH at www.airadoc.com and the information provided by the customer of AIRAdoc GmbH for this information.

Appendix 3

Information on the joint responsibility of AIRAdoc GmbH and its customer in accordance with Art. 26 (2) sentence 2 of the General Data Protection Regulation (GDPR)

Who are the joint controllers?

AIRAdoc GmbH (AIRAdoc GmbH)
Am Biopark 13
93053 Regensburg

(Customer)

What is the reason for joint responsibility?

When using the AIRAdoc product, the parties work closely together. The parties have jointly determined the order in which this data is processed in the individual process steps when using AIRAdoc. Processing of personal data not directly related to the use of AIRAdoc is not affected by this information.

What have the parties agreed?

Within the scope of their joint responsibility for data protection, the parties have agreed which of them will fulfill which obligations under the GDPR. This applies in particular to the exercise of the rights of data subjects and the fulfillment of the information obligations under Articles 13 and 14 GDPR.

This agreement is necessary because when using AIRAdoc, personal data is processed in different process stages and systems operated by one of the parties.

What does this mean for the processing of personal data?

Even if joint responsibility exists, the parties fulfill their data protection obligations in accordance with their respective responsibilities for the individual process stages as follows:

The data subjects in the following data processing operations are the customer of AIRAdoc GmbH ("doctor") and their patients ("patients").

Recording/entry/modification of data

Type of processing: Collection, recording, modification

Purpose: Use of AIRAdoc in accordance with the service description

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent and fulfillment of contractual obligations (Art. 6 (1) (a) and (b) for doctors

Data categories: Health data, social data, master data of patients, as well as user and usage data of physicians and conversation data of patients and physicians

Responsible party: Customer of AIRAdoc GmbH

Duration: 90 days after initial collection of the data or until manual deletion by the customer of AIRAdoc GmbH

Processing of data in accordance with the AIRAdoc service description without the "PV" module

Type of processing: Organization, sorting, storage, reading, querying, modification, use, deletion

Purpose: Use of AIRAdoc without the "PV" module in accordance with the service description

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent and fulfillment of contractual obligations (Art. 6 (1) (a) and (b) for doctors

Data categories: Health data, social data, master data of patients, as well as user and usage data of physicians and conversation data of patients and physicians

Responsible party: AIRAdoc GmbH

Duration: 90 days after initial data collection or until manual deletion by the customer of AIRAdoc GmbH

Module "PV"

Type of processing: Organization, arrangement, storage, retrieval, querying, modification, use, deletion

Purpose: Use of the "PV" module in accordance with the service description and processing in accordance with the cooperation between AIRAdoc GmbH and Prof. Valmed® - validated medical information GmbH

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent and fulfillment of contractual obligations (Art. 6 (1) (a) and (b) for doctors

Data categories: Health data, social data, master data of patients, as well as user and usage data of physicians and conversation data of patients and physicians

Responsible controller: AIRAdoc GmbH in joint responsibility with Prof. Valmed® - validated medical information GmbH

Duration: Until manual deletion by the customer of AIRAdoc GmbH and in accordance with the agreement on joint responsibility between AIRAdoc GmbH and Prof. Valmed® - validated medical information GmbH

Certification and quality management

Type of processing: Organization, sorting, storage, deletion

Purpose: Security and legal compliance of AIRAdoc

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent (Art. 6 (1) (a) for doctors

Data categories: Health data, social data, master data of patients, user and usage data of physicians, and conversation data of patients and physicians

Responsible party: Party 1

Duration: Legally required storage period for certification and QMS

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- The customer of AIRAdoc GmbH shall make the information required under Articles 13 and 14 GDPR regarding the use of AIRAdoc available to the data subjects free of charge.

Appendix 4

Information on the joint responsibility of AIRAdoc GmbH ("AIRAdoc GmbH") and Prof. Valmed® - validated medical information GmbH ("PV") pursuant to Art. 26 (2) sentence 2 of the General Data Protection Regulation (GDPR) for the customer of AIRAdoc GmbH as the data subject

Who are the joint controllers?

AIRAdoc GmbH (AIRAdoc GmbH)

Am Biopark 13

93053 Regensburg

Prof. Valmed® - validated medical information GmbH (PV)

Fasanenweg 2

63225 Langen

Who are the respective data protection officers?

Jonathan Bollig (Data Protection Officer at AIRAdoc GmbH)

Am Biopark 13

93053 Regensburg

datenschutz@airadoc.com

Prof. Valmed® - validated medical information GmbH (Data Protection Officer PV)

Fasanenweg 2

63225 Langen

profvalmed@profvalmed.com

What is the reason for joint responsibility?

The parties work closely together within the framework of their cooperation agreement for the provision of PV services as part of the AIRAdoc product from AIRAdoc GmbH. This also applies to the processing of your personal data. The parties have jointly determined the sequence of processing this data in the individual process stages. They are therefore jointly responsible for the protection of your personal data within the process stages described below (Art. 26 GDPR).

What have the parties agreed?

Within the scope of their joint responsibility for data protection, the parties have agreed which of them will fulfill which obligations under the GDPR. This applies in particular to the exercise

of the rights of the data subjects and the fulfillment of the information obligations pursuant to Articles 13 and 14 GDPR.

This agreement is necessary because when using the PV module of the AIRAdoc product, personal data is processed in different process stages and systems operated by one of the parties.

What does this mean for you as a data subject?

Even if joint responsibility exists, the parties fulfill their data protection obligations in accordance with their respective responsibilities for the individual process stages as follows:

The persons affected by the following data processing operations are the customer of AIRAdoc GmbH ("doctor") and their patients ("patients").

Recording of data in AIRAdoc and forwarding to PV

Type of processing: Collection, recording, modification

Purpose: Use of the "PV" module of AIRAdoc in accordance with the service description

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and fulfillment of contractual obligations and legitimate interests (Art. 6 (1) (b) and (f) for doctors

Data categories: Health data, social data, master data of patients, as well as user and usage data of physicians (pseudonymized user token, specialty, language, client/instance ID, timestamp, request metadata, technical identifiers) and conversation data of patients and physicians

Responsible controller: AIRAdoc GmbH in joint responsibility with the customer of AIRAdoc GmbH

Duration: 90 days after initial collection of the data or until manual deletion by the customer of AIRAdoc GmbH

Generation of AI-supported recommendations for action and clinical information

Type of processing: Organization, arrangement, storage, retrieval, querying, modification, use, deletion

Purpose: Use of the "PV" module of AIRAdoc in accordance with the service description

Legal basis: Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent and fulfillment of contractual obligations (Art. 6 (1) (a) and (b) for physicians

Data categories: Health data, social data, master data of patients, and consultation data of patients and physicians

Responsible party: Party 2

Duration: 90 days

Display and use of information provided by PV

Type of processing: Organization, arrangement, storage, retrieval, consultation, use, deletion

Purpose: Use of the "PV" module of AIRAdoc in accordance with the service description

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent and fulfillment of contractual obligations (Art. 6 (1) (a) and (b) for physicians

Data categories: Health data, social data, master data of patients, as well as user and usage data of physicians and conversation data of patients and physicians

Responsible controller: AIRAdoc GmbH in joint responsibility with the customer of AIRAdoc GmbH

Duration: Until manual deletion by the customer of AIRAdoc GmbH

Certification and quality management of PV

Type of processing: Organization, sorting, storage, reading, retrieval, use, deletion

Purpose: Security and legal compliance of the PV product

Legal basis: Consent (Art. 6 (1) (a) and Art. 9 (2) (a) for patients and consent and fulfillment of contractual obligations (Art. 6 (1) (a) and (b) for doctors

Data categories: Health data, social data, master data of patients, user and usage data of physicians, and conversation data of patients and physicians

Responsible party: Party 2

Duration: 90 days and long-term storage of non-personal data for quality assurance purposes

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- AIRAdoc GmbH will provide you with the relevant information free of charge in accordance with Art. 13 and 14 GDPR.
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What processing by processors and what third-country transfers of your data take place?

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