

Data Processing Agreement (DPA)

1. Parties

This Data Processing Agreement ("Agreement") is entered into between:

Controller: The Customer using the KRONYX Platform

Processor: NMESYS, Max-Kaiser-Str. 58, 97424 Schweinfurt, Germany

2. Subject Matter and Duration

This Agreement governs the processing of personal data by the Processor on behalf of the Controller through the use of the KRONYX platform. It remains valid for the duration of the service relationship between the parties.

3. Nature and Purpose of Processing

The processing includes collection, transmission, storage, analysis, and deletion of telemetry or infrastructure data which may include personal data as defined by the GDPR. Processing is performed solely for the provision of telemetry data processing services as contracted.

4. Categories of Data Subjects

Depending on customer configuration, data subjects may include:

- Utility consumers or end users
- Employees or contractors
- Identifiable persons affected by telemetry systems

5. Categories of Personal Data

Personal data may include but is not limited to:

- Device or gateway identifiers
- Location or metering information
- Sensor telemetry containing timestamped patterns

6. Obligations of the Processor

The Processor agrees to:

- Process data only on documented instructions from the Controller

- Ensure confidentiality, integrity, availability and resilience of systems
- Ensure employees and subprocessors are bound by confidentiality
- Assist the Controller in responding to data subject rights
- Implement technical and organizational security measures as required by Article 32 GDPR

7. Subprocessors

The Processor uses Hetzner Online GmbH as its sole infrastructure provider within Germany and Finland. Any additional subprocessors will be subject to prior written notice and equivalent contractual obligations.

8. Data Subject Rights and Cooperation

The Processor shall assist the Controller in fulfilling obligations under Articles 12–22 and 32–36 of the GDPR, including data subject access, rectification, erasure, and breach notification.

9. Deletion and Return of Data

Upon termination of the service or upon request, the Processor shall delete all personal data or return it in structured, machine-readable format, unless otherwise required by law.

10. Audit Rights

The Controller may audit the Processor's compliance with this Agreement no more than once per year unless legally required. Processor may satisfy audit rights through documentation and certification.

11. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Federal Republic of Germany. Venue for any dispute is Schweinfurt, Germany.

This DPA is an integral part of the KRONYX Terms and Conditions.

(processor)

(controller)