



Privacy policy for YAKINDU licenses

itemis AG

1 Overview

If you want to use one of our licensed software products, you will need one or more license files. In order to generate these license files, we require certain information from you. We store these data in our systems.

Since some of these data are at least potentially **personal data**, we provide you with some **information on privacy**, in accordance with [article 13](#) of the European General Data Protection Regulation (GDPR) below. The **rights** you have in relation to your personal data and how you can exercise them is explained on our website at <https://www.itemis.com/en/datenschutz/rights/>.

2 Who is the controller of this processing?

The words “we”, “us” etc. in this text represent

itemis AG
Am Brambusch 15
44536 Lünen

We are the **controller** of this processing in the sense of [article 4](#) paragraph 7 of the GDPR.

3 Who is our data protection officer?

Our **data protection officer** is Rainer Klute. You can reach him by e-mail at

datenschutzbeauftragter@itemis.de

You can also send him **encrypted e-mails**. You can find the public OpenPGP key required to do so on OpenPGP key servers or [on our website](#). The fingerprint of the OpenPGP public key is: B4DD BDB6 203E 0B20 2B5D 5C0D 0196 4716 74C8 26EC.

4 For which purposes do we process your data?

We need your data for one or more of the following **purposes**. Which data are actually involved depends on what we have **contractually agreed upon**.

- Issuing one or more licenses for using our products

- Provision of warranty and maintenance services
- Renewal of licenses
- Dealing with any technical problems relating to the licences
- Plausibility check of your data (for licenses provided free of charge)
- Operation of a license server

5 Which data do we process?

5.1 Categories of processed information

In relation to your license, we store and process various **categories** of personal data. Which categories these are or can be depends on the type of your license. They also depend on what applies. For example, if you request an evaluation license as a private individual, we do not store the name of your organization because it is not applicable.

The different types of licenses and the corresponding data categories are listed in the following sections.

5.1.1 Evaluation license

- First and last name
- E-mail address
- Name of your organization

5.1.2 Commercial license

- First and last name
- E-mail address
- Name of your organization
- Host ID information that you will generate yourself with the *lmxendutil* tool. Usually, only a portion of the following data categories is actually included, see also <https://docs.x-formation.com/display/LMX/Determining+which+HostID+to+use>:
 - Hostname
 - Username
 - IP address
 - Windows product ID
 - Harddisk

- BIOS
- Long (Unix-specific locking)
- Ethernet card (MAC address of the Ethernet card)
- Hasp HL dongle
- Custom (product ID)
- AWS Instance ID
- Google Compute Engine
- Azure

5.1.3 Academic licence

- First and last name
- Academic e-mail address
- A copy of your student ID, your university registration certificate, etc.

5.1.4 Non-commercial license

- First and last name
- E-mail address
- Address
- Copy of your identity card
- Identity card number
- Copy of the signed non-commercial agreement

5.1.5 GitHub License

- GitHub alias
- E-mail address

5.2 Data categories in the log file

Should any technical problems occur with your license, you can send us the license management **log file** which our product creates on your computer. The information contained in the log file helps us analyze the problem. The log file contains the **data categories** listed below. It may also contain the Host ID information mentioned in 5.1.2.

- Operating System
- Path to the license file (the user directory may be replaced by a placeholder)

- License version
- Times at which a user, possibly you, has started or stopped using the license. These points in time usually coincide with those of starting and stopping of the application.
- Type of license, such as server-based or file-based license
- Expiration date of the license

6 What is the legal basis on which we process these data?

We are processing all these data on the basis of our offer accepted by you, our current **General Terms and Conditions for Software Licensing** ([German, English](#)) and, if applicable, our current **General Terms and Conditions for Maintenance Services** ([German, English](#)). In addition, we are obliged to retain the data in accordance with § 257 HGB. The processing is therefore legal according to [article 6](#) paragraph 1 points b and c GDPR.

7 What happens if you do not provide us with your data?

Without the required data we unfortunately cannot achieve the purposes mentioned in section 4 and in particular we **cannot issue or renew any licenses**.

8 Do we make automated decisions?

No, we do not make any automated decisions, including profiling.

9 Do we transfer your data to others?

No, we are not doing that. We are using your data **exclusively by ourselves** and for the purposes mentioned in section 4.

However, we may process your data with the help of **processors**. They will act as our "extended arm", are obliged to confidentiality and may process your data only on our documented instructions. We will work only with such processors who offer sufficient safeguards to ensure that the processing is carried out in accordance with the requirements of the GDPR and to protect your rights.

In the context of such processing, we may transfer your data to a **third country** outside the EU or the European Economic Area (EEA), such as the USA. In doing so, we will of course ensure that this trans-

fer of data is permitted to take place. This can be assured by an adequacy decision of the EU Commission or by appropriate guarantees. If you would like to know more on this or would like a copy of these safeguards, please contact our data protection officer, see section 3.

10 For how long do we store your data?

We will store your data for the **duration of the purchase process**, in the case of a time-limited licence for the **duration of of the validity of that licence** and, if applicable, for the **duration of of the validity of a maintenance contract**. Subsequently, we store your data for a **further 6 years** in accordance with § 257 HGB, beginning at the end of the calendar year during which the purchase transaction is completed, the license loses its validity, or the maintenance contract ends.