Data Processor Agreement

Between

      PTM EDV Systeme Gmbh

      Bahnhofgürtel 59

      8020 Graz

      Austria

      ("Data Processor")

And

      Customer

      ("Data Controller")

This Data Processing Agreement ("Agreement") provides the general terms and conditions governing the processing of Personal Data on behalf of the customer (the "Data Controller") and is attached as appendix A to the mscrm-addons.com subscription agreement(the "Main Agreement"), in which the parties have agreed to the terms for the Data Processor's delivery of services(the "Main Services") to the Data Controller.

1 LEGISLATION

1.1 The Data Processor Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (the "Applicable Law"), including in particular:

1.1.1 The European Parliament and the Council's Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data that entered into force on 24 May 2016 and will be applicable on 25 May 2018 ("GDPR"). Irrespective of the general use and reference to GDPR in this Data Processor Agreement, the parties are not obliged to comply with GDPR before 25 May 2018.

2 PROCESSING OF PERSONAL DATA

2.1 In connection with the Data Processor's delivery of the Main Services to the Data Controller, the Data Processor will process certain categories and types of the Data Controller's personal data on behalf of the Data Controller.

2.2 "Personal data" include "any information relating to an identified or identifiable natural person" as defined in GDPR, article 4 (1) (1) (the "Personal Data"). The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are defined in the DocumentsCorePack template the customer defines.

3   INSTRUCTION

3.1   The Data Processor may only act and process the Personal Data which are defined in the associate DocumentsCorePack Template(the "Instruction") the Data Controller created. The Data Processor may only process the Personal Data with the purpose of delivering the Main Services as described in the Main Agreement.

3.2   The Data Controller guarantees that the Personal Data transferred to the Data Processor is processed by the Data Controller in accordance with the Applicable Law, including the legislative requirements re lawfulness of processing.

4   THE DATA PROCESSOR'S OBLIGATIONS

4.1   Confidentiality

4.1.1   The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless the Data Controller in writing has agreed hereto.

4.1.2   The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this Data Processor Agreement with strict confidentiality.

4.2   Security

4.2.1   The Data Processor shall implement the appropriate technical and organizational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32.

4.2.2   The Data Processor shall ensure that access to the Personal Data is restricted to only the employees to whom it is necessary and relevant to process the Personal Data in order for the Data Processor to perform its obligations under the Main Agreement and this Data Processor Agreement.

4.2.3   The Data Processor shall also ensure that the Data Processor's employees working processing the Personal Data only processes the Personal Data in accordance with the Instruction.

5 DATA PROTECTION IMPACT ASSESSMENTS AND PRIOR CONSULTATION

5.1 If the Data Processor's assistance is necessary and relevant, the Data Processor shall assist the Data Controller in preparing data protection impact assessments in accordance with GDPR, article 35, along with any prior consultation in accordance with GDPR, article 36.

6 PERSONAL DATA BREACH

6.1 The Data Processor shall give immediate notice to the Data Controller if a breach of the data security occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, personal data transmitted, stored or otherwise processed re the Personal Data processed on behalf of the Data Controller (a "Personal Data Breach").

7 ENQUIRIES BY DATA SUBJECTS

7.1 Where a data subject asserts claims for rectification, erasure or access against the Data Processor, and where the DataProcessor is able to correlate the data subject to the Data Controller, based on the information provided by the data subject, The Data Processor shall refer such data subject to the Data Controller. The Data Processor shall forward the data subject's claim to the Data Controller without undue delay. The Data Processor shall support the Data Controller, where possible, and based upon Data Controller's instruction insofar as agreed upon. The Data Processor shall not be liable in cases where the Data Controller fails to respond to the data subject's request in total, correctly, or in a timely manner.

8 AUDIT OBLIGATIONS

8.1   The Data Controller may, prior to the commencement of Processing, and at regular intervals thereafter, audit the technical and organisational measures taken by the Data Processor, and shall document the resulting findings.

For such purpose, the Data Controller may, e.g.,

8.1.1   Obtain information from the Processor

8.1.2   Upon reasonable and timely advance agreement, during regular business hours and without interrupting the Data Processor's business operations, and at Data Controller's sole cost conduct an on-site inspection of the Data Processor's business operations or have the same conducted by a qualified third party which shall not be a competitor of the Data Processor.

The Data Processor shall, upon Data Controller's written request and within a reasonable period of time, provide the Data Controller with all information necessary for such audit, except to the extent such disclosure of information would violate Data Processor's contracts and/or security and other related policies and procedures.

8.2   Information and audit rights of the Data Controller only arise under section 6.1 to the extent that the Principal Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).

9 SUBPROCESSING

9.1   The Data Processor is given general authorization to engage third-parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorization from the Data Controller, provided that the Data Processor notifies the Data Controller in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors and before the relevant Sub-Processor processes any of the Personal Data. If the Data Controller wish to object to the relevant SubProcessor, the Data Controller shall give notice hereof in writing within seven (7) calendar days from receiving the notification from the Data Processor. Absence of any objections from the Data Controller shall be deemed a consent to the relevant Sub-Processor.

9.2   The Data Processor shall conclude a written sub-processor agreement with any Sub-Processor. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to the Data Processor, including the obligations under this Data Processor Agreement. The Data Processor shall on an ongoing basis monitor and control its SubProcessors' compliance with the Applicable Law. Documentation of such monitoring and control shall be provided to the Data Controller if so requested in writing.

9.3   The Data Processor is accountable to the Data Controller for any Sub-Processor in the same way as for its own actions and omissions.

9.4   The Data Processor is at the time of entering into this Data Processor Agreement using the SubProcessors listed in sub-appendix A. If the Data Processor initiates sub-processing with a new Sub-Processor, such new Sub-Processor shall be added to the list in sub-appendix B under paragraph 2.

10 REMUNERATION AND COSTS

10.1 The Data Controller shall remunerate the Data Processor based on time spent to perform the obligations under section 5,6, 7 and 8 of this Data Processor Agreement based on the Data Processor's hourly rates.

10.2 The Data Processor is also entitled to remuneration for any time and material used to adapt and change the processing activities in order to comply with any changes to the Data Controller's Instruction, including implementation costs and additional costs required to deliver the Main Services due to the change in the Instruction.

11 BREACH AND LIABILITY

11.1 The Main Agreement's regulation of breach of contract and the consequences hereof shall apply equally to this Data Processor Agreement as if this Data Processor Agreement is an integrated part hereof.

11.2 Each party's cumulated liability under this Data Processor Agreement is limited to the payments made under the Main Agreement in the 12 months before the occurrence of the circumstances leading to a breach of contract. If the Data Processor Agreement has not been in force for 12 months before the occurrence of the circumstances leading to a breach of contract, the limited liability amount shall be calculated proportionately based on the actual performed payments.

Sub-appendix B

1. APPROVED SUB-PROCESSORS

1.1   The following Sub-Processors shall be considered approved by the data Controller at the time of entering into this Data Processor Agreement:

    1.1.1   Microsoft Corp.

2. NEW SUB-PROCESSORS

2.1   he following Sub-Processors have been added and communicated to the Data Controller prior to the relevant sub-processing:

    2.1.1   [insert when relevant]