Agreement for Data Processing
within the meaning of Art. 28 DS-GVO

between

_____

_____

as responsible (here referred to as "principal")

and

Metadot Corporation, 9020 North Capital of Texas Highway
Great Hills Corporate Center One, Ste 365
Austin, Texas 78759

as processor (here referred to as "contractor")

- hereinafter also referred to as "parties to an agreement" or "parties" -

PREAMBLE

The contractor offers interested companies and customers a complete and cost-effective help desk and ticket tracking via the "Mojo Helpdesk" cloud solution. Companies can use the platform to manage internal processes and/or external support requests by adding access authorizations from employees or external individuals or service providers, and track the progress of processing the currently created ticket in real time . The details of the features are set out in the information provided at:
https://www.mojohelpdesk.com/.

This Agreement ('the AD') is now intended to clarify the data protection obligations of the Parties to the Arrangement, as set out in the Order Details Agreement described in detail in the separate specific agreement on the use of the cloud solution 'Mojo Helpdesk' (hereinafter referred to as the ' Main Agreement') result.

Part of the contract execution is therefore the processing of personal data. Condition for the processing of personal data in the order is gem. Art. 28 para. 3 DS-GVO (General Data Protection Regulation) a contract processing contract, ie this agreement, which regulates the rights and obligations of the parties in connection with data processing.

To comply with these requirements, especially in light of the fact that the servers and providers used are located outside the European Union, the parties conclude the following agreement, the fulfillment of which is not separately remunerated, unless this is expressly agreed.

§ 1 Definitions

(1) **Responsible** is gem. Art. 4 para. 7 DS-GVO the body that decides on the purposes and means of processing personal data, either alone or in concert with other controllers.

(2) **The processor** is acc. Art. 4 para. 8 DS-GVO a natural or legal person, public authority, institution or other body that processes personal data on behalf of the person responsible.

(3) **Personal data** are acc. Art. 4 para. 1 DS-GMO all information relating to an identified or identifiable natural person (hereinafter referred to as "data subject"); a natural person is considered as being identifiable, directly or indirectly, in particular by means of an identifier such as a name, an identification number, location data, an online identifier or one or more special characteristics expressing the physical, physiological, genetic, mental, economic, cultural or social identity of this natural person can be identified.

(4) **Processing** is gem. Art. 4 para. 2 DS-GVO Any process or series of operations performed with or without the aid of automated procedures in connection with personal data such as collection, collection, organization, ordering, storage, adaptation or modification, read-outs, queries Use, disclosure by transmission, dissemination or other form of provision, matching or linking, restriction, erasure or destruction.

§ 2 Subject of the contract

(1) The contractor provides services for the client in the provision of a cloud service on the basis of the main contract . The contractor receives access to personal data and processes these exclusively on behalf and under the instruction of the client. Scope and purpose of the data processing by the contractor result from the main contract . The client is responsible for the assessment of the admissibility of data processing.

(2) To clarify the mutual data protection rights and obligations, the parties conclude this AV . In case of doubt, the regulations of this AV take precedence over the regulations of the main contract .

(3) The provisions of these GT apply to all activities that are related to the main contract and in which the contractor and his employees or the contractor's representative come into contact with personal data originating from the client or collected for the client.

(4) The term of this AV is based on the duration of the main contract, provided that the following provisions do not result in any additional obligations or termination rights.

§ 3 Rights and obligations of the contractor

(1) The contractor and any person subject to this with access to the personal data may collect, process or use this personal data only in the context of the main contract and according to the instructions of the client. An exception is given only in the case of legal obligations.

(2) The contractor is obliged to observe the statutory provisions on data protection and not to pass on the information obtained from the area of the client to third parties or to suspend their access.

(3) If the contractor is of the opinion that an instruction of the client constitutes a violation of data protection regulations, the client shall immediately inform the client . He is entitled to suspend the fulfillment of the relevant instruction until it is confirmed or changed by the person responsible at the client.

(4) If an affected person appeals to the contractor, the latter must immediately inform the client of the request of the person concerned, and thus without any culpable hesitation, and support him or her in providing the information in an appropriate manner.

(5) The contractor undertakes to undertake all necessary technical and organizational measures within the meaning of Art. 28 para. 3 sentence 2 lit. c in accordance with Art. 32 DS-GVO. There is also the obligation of the contractor, always check these measures, document and hand over

to the client upon his request for review, reply to a request, the Contractor shall respond within a reasonable time and to make the evidence available. The contractor organized these measures so that an adequate level of protection to the risk with respect to the confidentiality, integrity, availability, as well as the load capacity of the systems is achieved according to the prior art.Documentation of these processes is carried out by the contractor taking into account Art. 28 (3) sentence 2 lit. c, Art. 32 and in conjunction with Art. 5 para. 1, para. 2 DS-GVO.

(6) About significant change of security measures according to § 3 para. 4 , the contractor must inform the client immediately.

(7) The contractor is obliged to assist the client in complying with the obligations named in Articles 32 to 36 DS-GVO - security of processing, notification of data breaches, data protection impact assessment.

(8th) The Contractor shall issue appropriate internal undertakings (obligation to confidentiality, Art. 28 para. 3 lit. b DS-GVO) ensures that those employed by him or her are prohibited from collecting, processing or using personal data without authorization. These obligations must be such that they persist even after the termination of this contract or the employment relationship between the employee and the contractor. The customer must prove the obligations on request in an appropriate manner.

(9) In the event of faults, suspected violations of data protection or breaches of contractual obligations of the contractor, suspected security incidents or other irregularities in the processing of personal data by the contractor, persons employed by the contractor or by third parties, the contractor shall immediately notify the client in writing or Inform text form. The personal data breach message contains at least the following information:

   a) a description of the nature of the breach of the protection of personal data, indicating, where possible, the categories and the number of data subjects, the categories concerned and the number of personal data records involved;

   b) a description of the measures taken or proposed by the contractor to remedy or remedy the breach and, where appropriate, measures to mitigate their potential adverse effects.

(10) The contractor shall immediately take the necessary measures to secure the data and to mitigate any possible adverse consequences of the persons concerned, inform the client thereof and request further instructions.

(11) Without the knowledge of the client, the contractor will not make any data copies. Excluded from this are only backup copies, as far as they are necessary to ensure a proper and possibly state-of-the-art data processing. There is also an exception regarding compliance with statutory retention periods.

(12) Transferred data media, copies of data carriers and data itself always remain the property of the client. The contractor shall ensure that these are returned to the customer by suitable means after termination of the underlying contract and the associated order data agreement, or that they are destroyed in compliance with data protection.

(13) If the client requests this or if the agreed work is completed (termination of the main contract) , the contractor must hand over to him all documents, processing and utilization results as well as data stocks that are in the context of the order data processing or have obtained prior consent to destroy the contractor. A cancellation protocol must be provided by the contractor on request.

(14) The contractor is obliged to draw up a list of all categories of personal data processing activities carried out on behalf of the client which meets the requirements of Art. 30 para. 2 DS-GVO. On request, this is to be made available to the client.

(15) At the creation of a procedural directory acc. Art. 30 para. 1 DS-GVO on the part of the client, the contractor as an order data processor must participate to an appropriate extent. He is obliged to inform the client of the required information in a suitable manner. The contractor may refuse to co-operate if this is demanded to an inadequate extent by the client.

(16) In the case of the claim of the client by an affected person with respect to any claims under Art. 82 DS-GVO, the contractor undertakes to assist the client in warding off such a claim within its means.

§ 4 Rights and obligations of the client

(1) The client has the right at any time to issue additional instructions to the contractor regarding the type, scope and procedure of the data processing. The client issues all orders in writing or by email. Verbal instructions only have an effect if they are confirmed by the client immediately, and thus without culpable hesitation, in writing or by email.

(2) All issued instructions are to be documented by both the client and the contractor . Instructions of the client that go beyond the performance agreed in the main contract are treated as a request for a change of service.

(3) The client is obliged to inform the contractor immediately and completely if he finds errors or irregularities with respect to data protection regulations during the examination of the order results or thinks that he has ascertained them.

(4) The information obligations in respect of data subjects regulated in the DS-BER are the responsibility of the client.

(5) Requires a person affected by applicable privacy policy to the client information on the collection, processing and use of personal data in connection with the main contract, the client must inform the contractor about this. The contractor will then assist the client in providing the relevant information.

(6) Section 3 (16) shall apply mutatis mutandis if the client is claimed by a data subject.

(7) The client has to verify the technical and organizational measures taken by the contractor before starting the data processing and, as a result, regularly and repeatedly. In addition to obtaining information, for example, he may also obtain certification or the results of internal audits, taking into account the usual business hours of the contractor. Within the scope of these control options, the client will only perform within the required scope without causing a disproportionate disruption of the employee's operations.

(8th) The client documents the result of the inspection and informs the contractor. In the case of errors or irregularities which the client ascertains, in particular when checking the results of an order, he must inform the contractor immediately. Be found in the control issues whose future avoidance require changes in the arranged process flow, the client also notify the contractor the necessary procedural changes immediately.

(9) The client may demand proof of the employee commitment within the meaning of § 3 (8) from the contractor.

(10) The client may require the contractor to obtain a comprehensive data protection and security concept for order data processing and authorized persons on the part of the contractor.

(11) With regard to § 3 (13), the client has the right to inspect the complete and contractual return or deletion of the data by the contractor in a suitable manner.

§ 5 Third-country transfer

(1) The Principal e via agrees that the contractor subject to § 5 (2), (data transfers outside the EEA and Switzerland) store and process personal data of the customer in the United States of America.

(2) The contractor will ensure that:

      a.   he remains certified under the Privacy Shield Principles; and

      b.   the scope of the Privacy Shield certification covers the personal data of the customer.

(3) T he contractor and his subcontractors hold a privacy shield certificate. The certificate may be viewed at: www.privacyshield.gov/list.

§ 6 Subcontracting / Subcontracting

(1) With the involvement of affiliated and foreign companies for maintenance, care of
Data center structure, telecommunication services and user service
the contractor agrees with the client.

(2) A list of currently employed subcontractors is available to the client
upon request and is listed on the website at www.mojohelpdesk.com.

§ 7 liability

(1) F or compensation for damage suffered by a person concerned in a data protection law invalid or incorrect data processing or use under this contract data processing, is responsible internally for the contractor alone the principal to the affected person.

(2) If a party proves that there is no own responsibility for the damage suffered by the data subject the parties are each free of liability.

§ 8 Term / Termination of the underlying contract

(1) Basically, this AV is valid as long as the main contract is running. The contractor is obliged
to keep confidential the information that became known to him in connection
with the main contract beyond the end of the main contract . The AV remains valid beyond the
end of the main contract as long as the contractor has personal data supplied to him by the client
or that he has collected for him.

(2) In any case, in relation to the above regulations, the obligations of data secrecy, confidentiality and the agreed retention obligations shall apply beyond the termination of the contract.

(3) An extraordinary termination of this agreement without observance of a deadline is possible for the client if there is a serious breach by the contractor of the provisions of this agreement and / or the DS-GVO , the contractor can not or will not execute an instruction of the client or the contractor otherwise fails to comply with the client's request for control within the agreed scope.

§ 8 Final Provisions

(1) If the data of the client are endangered by seizure or seizure, by insolvency or settlement proceedings or by other events or measures of third parties, the contractor is obliged to notify the

client without delay, thus without culpable hesitation. Similarly, in such a case, the contractor is obliged to inform all persons responsible in this connection without delay that the sovereignty and the ownership of the personal data are exclusively with the client as the "controller" within the meaning of the DS-GVO.

(2)   Changes and additions to this agreement must be made in writing. This also applies to the waiver of this form requirement. The priority of individual contract agreements remains unaffected. There are no side agreements.

(3)   If individual provisions of this agreement are or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions.

This contract is concluded electronically and is valid without signature.