Data Processing Agreement

between

Customer Name:

_____

Customer Address:

_____

(hereinafter "**Customer**")

and

Veeting AG
Seebahnstrasse 85, 8003 Zürich   (hereinafter "**Veeting**")

Veeting provides solutions for every virtual meeting, such as standard virtual meetings, off records virtual meetings, boardrooms and classrooms.

Customers use the solutions of Veeting in order to communicate internally or with third parties.

In connection with the provision of its solutions, Veeting processes data of the Customer and undertakes to perform the data processing described below on behalf of Customer in accordance with Art. 10a DPA and Art. 28 GDPR. For the purposes of this Agreement, the definitions of the Swiss Data Protection Act shall apply.

Table of Content

1 Subject matter and duration of this Agreement

Subject of this Data Processing Agreement (hereinafter the "**Agreement**") is the processing of personal data within the contractual relationship of the parties, in particular in relation with the virtual meetings.

This Agreement is entered into for an indefinite period of time and ends automatically if Veeting does no longer process personal data on behalf of Customer.

Customer is entitled to terminate this Agreement at any time without prior notice if Veeting materially breaches data protection regulations or the provisions of this Agreement, if Veeting is unable or unwilling to execute an instruction from Customer or if Veeting refuses audit rights of Customer in violation of this Agreement.

2 Place of data processing

The data processing activities of Veeting are carried out exclusively in Switzerland.

3 Data categories

The transmitted personal data belong to the following data categories:

– Name

– Addresses

– Telephone number

– Emails

– Content (video, voice, images, records, files, chat history, whiteboard drawings, etc.)

– Date and time of meetings and meeting meta data (topic, invited participants, etc.)

– Time zone

– IP address, date, time, browser inquiry and browser general information, information about the operating system (OS vendor, OS version)

– Financial information

4 Categories of data subjects

The personal data transmitted concern the following categories of data subjects:

- Customers

- Users

- Third parties if entered by the user

5 Processing purposes

The personal data provided will be processed for the following purposes:

- perform the contract;

- provide virtual meeting services;

- send information about Veeting and its new services;

- administer the website and the Veeting Rooms web application and ensure error-free provision of the website and the Veeting Rooms web application;

- invoice the customer

6 Duties of Veeting

Veeting has the following duties

- Veeting processes personal data exclusively in accordance with the provisions of this Agreement or as instructed by Customer in a documented manner, unless Veeting is required to do otherwise by law. In such a case, Veeting shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

- Compliance with Customer's instructions shall also apply with regard to the transfer of personal data to a third country or an international organization, unless Veeting is required to do so by law. In such a case, Veeting shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

– This Agreement contains the initial instructions, which may subsequently be amended, supplemented or replaced by Customer in writing or in an electronic format (text form) by providing Veeting with individual instructions.

– Oral instructions must be confirmed without delay in writing or in text form.

– Veeting does not process the data provided for any other purpose, in particular not for Veeting's own purposes. Veeting shall not make copies or duplicates of the personal data without the prior consent of Customer, except for back-up purposes or for temporary reproduction if technically necessary, provided however, that the data protection level agreed in this Agreement is not affected thereby.

– Veeting strictly separates the data processed within the scope of this Agreement from other data.

– Veeting undertakes to observe the relevant, general data protection regulations within Veeting' data processing activities. Veeting confirms that the persons employed, who process data, are familiar with the relevant data protection regulations and with this Agreement. Appropriate training and awareness-raising measures must be carried out at regular intervals.

– Veeting ensures that all persons processing data have entered into confidentiality undertakings before starting with the processing or that these persons are subject to an appropriate statutory obligation of confidentiality. In particular, the confidentiality obligation of the persons processing data shall continue even after termination of their activities and/or their employment relationship with Veeting.

– Veeting assists Customer to the extent necessary to grant the data subjects with their rights set out in Art. 4 to 8 DPA and/or Art. 12 to 22 GDPR. If a data subject sends an enquiry directly to Veeting, the latter shall forward the enquiry to Customer without delay. Veeting may only provide information to third parties or persons concerned with the prior consent of Customer.

– Veeting assists Customer in ensuring compliance with the obligations pursuant to Art. 7 DPA and/or Art. 32 to 36 GDPR (security of processing, notification of a personal data breach to the supervisory authority, communication of a personal data breach to the data subject, data protection impact assessment, prior consultation).

– If Customer is subject to control by the Federal Data Protection and Information Commissioner (FDPIC) or by a supervisory authority or other bodies, Veeting undertakes to assist Customer in providing the necessary support as far as the data processing under this Agreement is concerned.

– Veeting shall inform Customer without delay if it is of the view that an instruction provided violates legal regulations. Veeting is entitled to suspend the execution of the affected instruction until Customer confirms or modifies the instruction after due review.

– Veeting must rectify, erase personal data or restrict the processing under this Agreement if requested by Customer, provided doing so is not contrary to the laws or to the legitimate interests of Veeting.

– The contact person for data protection questions with Veeting is Mr. Fabian Bernhard, Veeting AG, Seebahnstrasse 85, 8003 Zürich, privacy@veeting.com.

– Since Veeting is not established in the EU GDPR-Rep.eu, Maetzler Rechtsanwalts GmbH & Co KG. Attorneys at Law, c/o Veeting AG, Schellinggasse 3/10, 1010 Vienna, Austria is appointed as representative in the EU pursuant to Art. 27 GDPR. Please add the following subject to all correspondence: GDPR-REP ID: 16457281 https://gdpr-rep.eu/q/1645728

7   Engagement of sub-processors

Veeting is authorized to engage sub-processors. Customer must be informed of the engagement of a sub-processor beforehand.

According to Art. 28 para. 2 GDPR, Customer has the right to object to the engagement of a sub-processor.

The provisions of this Agreement shall also apply to the sub-processors. Upon request, Customer may review the agreements between Veeting and the sub- processors with regard to the provision of sub-processing services. Customer is also entitled to audit the sub- processors to the same extent as foreseen in this Agreement.

If the sub- processor fails to comply with its data protection obligations, Veeting is liable towards Customer for the non-compliance of the sub- processor.

The Customer herewith agrees with the engagement of the following sub-processors:

– METANET AG, Josefstrasse 218, 8005 Zürich (data center)

– Datatrans AG, Kreuzbühlstrasse 26, 8008 Zürich (payment processing)

– usual service providers: fiduciary office, law firm, post, and bank in Switzerland

8 Technical and organizational measures

Veeting shall take all necessary measures to ensure the security of processing in accordance with Art. 7 DPA and Art. 32 GDPR. The security measures ensure an appropriate level of protection taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects.

The technical and organizational measures are documented in the appendix to this Agreement. Material changes must be documented without delay.

If the security measures taken do not meet or no longer meet Customer's requirements, Customer shall notify Veeting thereof.

9 Obligations of Veeting after termination of this Agreement

At the end of the data processing, Veeting shall, at Customer's choice, delete or return all the personal data to Customer and delete all copies thereof, except in case a legal obligation requires, or an overriding interest allows to store the personal data.

If Veeting processes the data in a particular technical format, Veeting is obliged to return the data after termination of this Agreement either in this format or, at Customer's request, in the format in which Veeting received the data from Customer or in another usual format.

10 Rights and obligations of Customer

Customer is entitled to:

– Audit compliance on Veeting premises with the technical and organizational measures taken by Veeting as well as the obligations stipulated in this Agreement to an appropriate extent either itself or through third parties. The persons entrusted with the audit must be given access and insight by Veeting to the extent necessary. Veeting shall provide the information required. Audits at Veeting's premises must be carried out without avoidable disruptions to the business operations and, except in urgent cases, after appropriate advance notice and during Veeting's business hours. The persons involved in the audit must enter into an appropriate confidentiality agreement. Customer bears all costs for the audit, including the reasonable costs of Veeting.

Customer is obliged:

- to ensure that the personal data are processed lawfully pursuant to Art. 4 DPA and Art. 6 para. 1 GDPR;

- to ensure that the rights of the data subjects under Art. 4 and 8 DPA and Art. 12 to 22 GDPR are safeguarded. If solely Veeting is able to answer the request, Customer will forward such request to Veeting without delay;

- to provide, as a rule, its instructions to Veeting in writing or in a documented electronic format. Oral instructions must be confirmed in writing or in a documented electronic format;

- to inform Veeting without delay of any non-compliance or irregularities when examining the outcome of the processing;

- to keep confidential all business secrets and data security measures of Veeting that Customer has received within the contractual relationship. This obligation shall also remain in force after termination of this Agreement.

11 Liability

Any person who has suffered a damage as a result of an infringement of this Agreement, the DPA or GDPR has the right to receive compensation from Customer or Veeting for the damage suffered.

Customer is liable for the damage caused by processing which infringes the DPA or the GDPR. Veeting shall only be liable for damage caused by processing if it has not complied with obligations of the DPA or GDPR or has acted outside or contrary to the lawful instructions of Customer. Unless otherwise foreseen by mandatory law, the liability of Veeting shall be limited to the amount received from the Customer within the last year.

Customer or Veeting shall be exempted from liability if it proves that it is not in any way responsible for the event giving raise to the damage.

If Customer or Veeting has paid full compensation for the damage suffered, that party shall be entitled to claim back from the other party that part of the compensation corresponding to its part of the responsibility for the damage considering the limitations set out above.

12   Applicable law and jurisdiction

This Agreement shall be governed by substantive Swiss law, to the exclusion of its conflict of law rules. Exclusive place of jurisdiction shall be the courts at the registered seat of Veeting.

[Place/Date]   [Place/Date]

_____   _____

[Name]   [Name]

Zürich, _____

Veeting AG

_____

Fabian Bernhard

List of attachments:

Annex 1   Technical and organizational measures

Access control

The offices of Veeting AG are located at Seebahnstrasse 85 in 8003 Zurich. All doors are fitted with locks. The keys are personally registered. Visitors are only allowed to enter the premises when accompanied by staff. The business premises can only be entered with a key outside normal business hours.

There are no servers and no data storage devices with personal customer data in the offices of Veeting AG.

Storage medium control

It is strictly forbidden to store any kind of personal customer data on data storage devices (USB sticks, etc.). Personal data is stored exclusively on servers of Metanet AG and can only be accessed via a web interface or directly on the server.

Access rights and control

Access to Veeting AG servers is only possible via SSH and a personal username and password and/or SSH keys. Such access is only available to those Veeting AG employees who, for organizational reasons, must have access to the servers, e.g. for monitoring the servers and services. The number of administrators is limited to the most necessary. All SSH access to the servers is automatically logged (CentOS auditd).

Access to restricted customer data via a web interface using a TLS connection is only available to those Veeting AG employees who are responsible for support. Support staff is prohibited from accessing personal data unless the access is directly related to a support request from the customer. Veeting AG employees cannot change personal data.

All servers are protected by a software firewall.

Data protection management

Veeting AG has appointed a data protection officer. This data protection officer checks that the data protection guidelines are adhered to by all employees and that the employees regularly complete the online course "Integral Security". He is responsible for the emergency plan and, in the event of an incident relevant to data protection, immediately informs the management and, if appropriate or legally required, the authorities and customers.

The Data Protection Officer can be contacted via the e-mail address "privacy@veeting.com".

Passwords

The passwords for server and web access must meet the Veeting AG password requirements. Passwords are stored exclusively in SecureSafe Password Manager (https://www.securesafe.com), which in turn must be protected with a password according to the password specifications.

Training

All employees of Veeting AG with access to customer data are subject to Swiss labor law. They complete the online course "Integral Security" of the DDPS (https://www.vbs.admin.ch/de/themen/integrale-sicherheit/ausbildung.html) at least once a year, for the first time at the beginning of their employment contract. The DDPS guidelines on integral security apply to all employees.

Recoverability

On behalf of Veeting AG, Metanet AG backs up the data of all servers on a daily basis and keeps these backups for 365 days in accordance with the terms and conditions. The backup copies serve exclusively to restore data in case of server failure.

Availability control

Veeting AG actively monitors all servers and ensures that they are available at all times.

Separability

Different Veeting White Label versions can be run on the same server. All versions running on the same server share the same database. Files related to white labels are stored in separate system folders and can therefore be separated at any time.

Data protection friendly default settings

The business model of Veeting AG is based on the licensing of the software solution and not on the exploitation of user data.

Veeting AG does not collect any data that is not absolutely necessary for the use of the service. The metadata required for sessions and support are replaced by random codes where appropriate and possible and are automatically deleted by the Veeting system after 30 days. Except for the meta-data which is absolutely necessary to establish media connection and to support customers issues, the Veeting system does not collect or store any data automatically.

All data entered by customers in the system can be actively deleted either by the customer and account holder. The account administrator can configure the system to automatically delete all meeting data after a predefined period of.