

PERSONAL DATA PROCESSING AGREEMENT

SQUALIO and Customer have entered in a contract, order form, purchase order or statement of work (“Contracting document”) under which SQUALIO will process Customer’s Personal Data. This Data Processing Agreement ("Agreement") governs and regulates SQUALIO’s processing of Customer’s Personal Data in accordance with applicable law and is incorporated by reference into the Contracting document.

The Parties agree that the terms as set out below supersede and replace any existing privacy and data protection terms pertaining to the processing of Personal Data pursuant to the Agreement, subject to Data Protection Laws.

For the avoidance of doubt, any reference to SQUALIO or Customer shall mean signatory to the applicable Contracting document.

BY SIGNING A CONTRACTING DOCUMENT THAT REFERENCES THIS AGREEMENT, THE PARTIES AGREE TO THE TERMS OF THIS AGREEMENT AND NO SIGNATURE IS REQUIRED BELOW. IF THIS AGREEMENT IS NOT REFERENCED IN THE CONTRACTING DOCUMENT AND IS BEING EXECUTED SEPARATELY FROM THE CONTRACTING DOCUMENT, THIS AGREEMENT SHALL BE LEGALLY BINDING AND EFFECTIVE AS OF THE DATE OF THE LAST SIGNATURE BELOW.

Except as modified in this Agreement, the terms of the Contracting document shall remain in full force and effect.

1. DEFINITIONS

1.1. In this Agreement, the following terms shall have the meanings set out below:

TERM	DESCRIPTION
SQUALIO	“SQUALIO” means the entity of LLC SQUALIO GROUP which is the contractual party in the Contracting document and delivers Services.
Customer	“Customer” means the entity which is contractual party in the Contracting document, and which receives Services provided by SQUALIO,
Data Protection Laws	“Data Protection Laws” means all laws and regulations, including laws and regulations of the European Union (“EU”), the European Economic Area (“EEA”), their member states and Switzerland applicable to the Processing of Personal Data under the Agreement and, to the extent applicable, the data protection or privacy laws of any other country;
GDPR	“GDPR” means the EU General Data Protection Regulation (EU) 2016/67 of the European Parliament and of the Council 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, and repealing Directive 95/46/EC.

Services	"Services" means the services and other activities ordered or subscribed to by Customer from SQUALIO for provision of software asset management services, as set out in the Contracting document.
Personal data	"Personal data" means personal data that is submitted to SQUALIO for provision of Services by Customer and processed by SQUALIO or a Subprocessor and includes Personal Data outlined in Clause 2.5.1. of the Agreement.
Personal Data Breach	"Personal Data Breach" means a breach of security of the services leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.
Subprocessor	"Subprocessor" means any person or entity (including any third party, but excluding an employee of SQUALIO or any employee of its sub-contractor) appointed by or on behalf of SQUALIO to ensure provision of Services and fulfilment of the obligations set in the Contracting document.

2. SUBJECT OF THE AGREEMENT

- 2.1. SQUALIO shall perform the processing of Personal data for and on behalf of Customer, thus fulfilling the obligations undertaken by SQUALIO on the basis of the Contracting document entered into by and between Customer and SQUALIO for the purpose of Service provision.
- 2.2. SQUALIO shall perform the processing of Personal data in a fair manner and in accordance with effective Data Protection Laws, including the GDPR, the Contracting document, the Agreement, and other relevant legal requirements of Customer. SQUALIO shall not use Personal data for its own needs or for any other purposes not directly derived from the Contracting document and the Agreement, or otherwise than according to the instructions of Customer, unless required otherwise by external laws and regulations.
- 2.3. SQUALIO shall perform the processing of personal data as long as the processing of data must be performed pursuant to the Contracting document in order to fulfil the obligations undertaken according to the Contracting document (to ensure functions and services), and also in accordance with the storage periods prescribed by Data Protection Laws.
- 2.4. SQUALIO will only process Personal data on behalf of and in accordance with Customer’s documented instructions to carry out data processing with the purpose of providing software asset management services as agreed upon in the Contracting document with Customer. Customer instructs SQUALIO to process Personal data for the following purposes:
 - 2.4.1. as reasonably necessary for the provision of the Services and in consistency with the Contracting document;
 - 2.4.2. when processing is initiated by Customer’s end users during provisions of Services;
 - 2.4.3. to comply with other reasonable and legal instructions provided by Customer via call, e-mail, or otherwise where such instructions are consistent with the terms of the Agreement and the Contracting document.

2.5. The types of Personal Data to be processed, categories of data subjects and data processing shall arise from the Contracting document and this Agreement, and they shall be as follows:

2.5.1. Types of Personal data:

Personal data category	Personal data type
Technical data	<ul style="list-style-type: none"> • Device ID • IP address • Licensing data • Hardware information • Software installation data
Geolocation data	<ul style="list-style-type: none"> • City (can be derived from IP address)
Employee profile data	<ul style="list-style-type: none"> • Name • Last name • Username • E-mail • Software usage • Behavior (in relation to software usage) • Log-in data

2.5.2. Categories of data subjects:

representatives of the legal person, employees of the legal person.

2.5.3. Type of processing:

collection, storing, displaying, transmission, analysis, structuring, deletion.

2.6. The list of Subprocessors involved in the Personal Data processing and the subject matter and nature of the Processing carried out by Subprocessors shall be as follows:

Subprocessors <i>(name, address, contact person)</i>	Purpose of Personal Data Processing
Snow Software GmbH Address: Meitnerstraße 11, 70563 Stuttgart, Germany Contact details: dpo@snowsoftware.com	Provides connectors that collect Personal data from Customer end-user devices in an encrypted format. Provides software which de-crypts, normalizes and displays the data in a unified format and exports gathered data.
USU Software AG Spitalhof, 71696 Möglingen, Germany Contact details: datenschutz@usu.com	Provides connectors that collect Personal data from Customer end-user devices in an encrypted format. Provides software which de-crypts, normalizes and displays the data in a unified format and exports gathered data.

<p>Microsoft Corporation</p> <p>Address: Meitnerstraße 11, 70563 Stuttgart, Germany</p> <p>Contact details: Microsoft EU Data Protection Officer, One Microsoft Place, South County, Business Park, Leopardstown, Dublin 18, D18 P521, Ireland, Telephone: +353 (1) 706-3117 more information on www.microsoft.com</p>	<p>Provides infrastructure and software as a service that is necessary for provision of services to Customer.</p>
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- 2.7. Personal Data is processed for the duration of the performance of Contracting document and up to one month after the conclusion of Services. Personal Data is deleted within one month after the final report is delivered to Customer and project is completed.
- 2.8. Access rights to the Personal Data are restricted and granted only to employees of SQUALIO who require such access in order to provide the services. SQUALIO ensures that all employees who have access to Personal Data are under obligation of confidentiality.
- 2.9. Personal Data and backups thereof shall be stored in such Azure data centres which ensure the storage thereof in the region of the European Union and which comply with a large number of international and industry-specific standards, for example, requirements of the Regulation, ISO 27001, HIPAA, FedRAMP, SOC 1, and SOC 2, and also other standards which vary from one country to another.

3. RIGHTS AND OBLIGATIONS

- 3.1. SQUALIO acknowledges that the requirements of Data Protection Laws, including the GDPR and the relevant laws and regulations in the field of personal data protection, are complied with when processing the Personal Data and during the storage thereof.
- 3.2. SQUALIO undertakes to ensure the technical and organisational security measures in respect of data security and protection against breaking into the systems thereof, including taking into account the degree of technologies, implementation costs and the nature, extent, context and purpose of processing, and also various probability and severity degrees of risks in respect of the rights and freedom of natural persons in order to ensure such security level that would correspond to the risk.
- 3.3. SQUALIO shall be obliged to comply with the instructions and recommendations of Customer in relation to the personal data processing, to collaborate and provide the necessary information on the processing of the data transferred by Customer.
- 3.4. SQUALIO, taking into account the nature of the processing, assists Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights.
- 3.5. SQUALIO assists Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to SQUALIO.
- 3.6. SQUALIO shall ensure compliance with the basic data protection principles of the processing of Personal Data.
- 3.7. Customer hereby generally authorises SQUALIO to select and appoint Subprocessors to ensure delivery of Service. The Subprocessors are listed in the table of Clause 2.6.

- 3.8. In case of any changes (additions, replacement, removal) in the Subprocessor list outlined in Clause 2.6. of this Agreement, SQUALIO shall inform Customer of the planned change, ensuring that Customer may in 5 working days reasonably object in writing to proposed changes.
- 3.9. SQUALIO will take any reasonable objection that it receives from Customer in relation to Subprocessor list seriously, and will work with a Subprocessor where necessary to address Customer's concern.
- 3.10. Upon request of Customer, SQUALIO shall ensure sufficient information to Customer in order to verify the implementation of the necessary technical and organisational security measures for the security of Personal Data.
- 3.11. SQUALIO shall immediately notify Customer of any malfunction and/or suspected breach of the Data Protection Laws or any other breach of the processing of the Personal Data.
- 3.12. If a security breach is detected, SQUALIO must inform Customer immediately, but no later than 48 hours after the breach is detected.
- 3.13. SQUALIO is entitled to disclose the Personal Data to third parties only with the consent of Customer, unless such disclosure or transfer is required by law.
- 3.14. The Parties agree that the Parties shall give the claims of data subjects and institutions first to each other for the settlement thereof in compliance with the obligations of the Parties arising from the relevant Contracting document or cooperation, the Contracting document, this Agreement, effective laws and regulations, or lawful instructions of Customer. In case of such claims, the Parties shall use all reasonably possible and proportionate legal means for the protection of their interests and settlement of claims and for avoiding any loss sustained to itself and/or the other Party.
- 3.15. SQUALIO shall cover the direct loss caused to Customer due to the settlement of the claims of data subjects and institutions if such loss has been caused in relation to negligence or inappropriate fulfilment of the obligations of SQUALIO arising from the Contracting document, this Agreement, effective laws and regulations, or lawful instructions of Customer or violation thereof by exceeding the scope and authorisation provided for in these documents.

4. OTHER PROVISIONS

- 4.1. The Agreement shall enter into force on the date of signing of Contracting document thereof by both Parties and shall become an integral part of any Contracting document concluded by and between the Parties. The Agreement shall be valid for the entire period while SQUALIO carries out the processing of the Personal Data and for the period after completion thereof for as long as any claims regarding processing of the Personal Data performed in accordance with this Agreement may be brought.
- 4.2. The Agreement shall be governed by the GDPR and other relevant Data Protection Laws, provided that Customer has informed SQUALIO of special provisions or local data protection and privacy laws before the signing of the Agreement, and SQUALIO has agreed in written form to adhere to these special provisions or local laws. If there is no agreement in place for adherence to special provisions or local data protection and privacy laws, this Agreement shall be governed by the GDPR.
- 4.3. In the event of amendments to Data Protection Laws, the Parties shall cooperate to supplement and/or amend the Agreement, outlining therein the obligations of the Parties in compliance with the effective laws and regulations.
- 4.4. Any amendments and additions to the Agreement shall become effective when drawn up in writing and signed by both Parties.
- 4.5. The Parties agree that any dispute, disagreement, or claim arising from or relating to the Agreement, or violation, termination, or invalidity thereof shall first be settled by the way of mutual negotiations. If no agreement can be reached within 30 (thirty) calendar days, disputes may be brought before a

court in accordance with the procedures laid down in the laws and regulations of the country of domicile of SQUALIO.

4.6. The Parties shall not be held liable for failure to fulfil their obligations if the reason thereof is force majeure circumstances.

(SIGNATURE IS ONLY REQUIRED IF THIS AGREEMENT IS NOT REFERENCED IN THE CONTRACTING DOCUMENT)

5. DETAILS AND SIGNATURES OF THE PARTIES

Customer legal name: _____

SQUALIO legal name: _____

Registration No. _____

Registration No. _____

Registered address: _____

Registered address: _____

Bank: _____

Bank: _____

SWIFT: _____

SWIFT: _____

IBAN: _____

IBAN: _____

Telephone _____

Telephone _____

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