[Kundendaten]

as the responsible

and

eyeson GmbH
Herrengasse 3
8010 Graz
E-Mail-Adresse: office@eyeson.com

as a processor

close below the

Agreement

to ensure data protection

in accordance with Art. 28 GDPR

§ 1

Subject of agreement

The processor was commissioned by the **[customer]** as the person responsible to process data relating to the services listed under § 2 (1). The following agreement is concluded to ensure data protection in the context of order processing. The duration of the order processing depends on the legal relationship on which the order processing is based.

The technical and organizational measures (TOM's), connected in the supplement, form an integral part of the contract.

§ 2

Types of data and permitted processing

(1) Subject of the contractual relationship between the person responsible and the
The processor is performing the following tasks:
Provision of virtual meeting rooms and storage of content via eyeson API, e.g. Audio or video conferencing

(2) The following categories of personal data are processed under this agreement:
- Display name
- Profile photo
- IP address
- Storage of recordings (image and sound), snapshots and chats, if provided by the user
- initiated

(3) The following categories of data subjects are affected by the processing:
- People who use **[customer platform]** and conduct live meetings
- Third parties (e.g. guests)

(4) The processor may only process the personal data mentioned on the basis of a written order from the person responsible. Processing the
Personal data for the processor's own purposes is not permitted.
This does not apply to data that is to be processed by the processor in his capacity as the person responsible for contract fulfillment / offsetting.

(5) The processor accepts that he also has a processing directory
according to Art 30 GDPR.

§ 3

Confidentiality

The processor must take appropriate measures to keep compliance and ensure confidentiality. Furthermore, he has to ensure that only authorized people have access to the available data. Anyone with access to
this data is expressly accepted by the processor before starting their work
to commit secrecy. In particular, the confidentiality obligation of the persons responsible for data processing should also remain active after processing and leaving the processor.
The obligation to maintain confidentiality also applies to data relating to legal entities and
to comply with commercial partnerships.

§ 4

Processing security

The processor is obliged to take all necessary measures to guarantee
security of processing. The person responsible is entitled to the
Processors to issue instructions in this regard at any time. These instructions are
to be implemented immediately by the processor, and to other (sub) processors
of the processor, that they are permitted to use.

§ 5

Use of other processors

The use of further processors by the processor is only
permissible if the person responsible has expressly agreed to this. Consent must be given in
writing. In this case, the processor must transfer all obligations from this agreement,
including this entire point 5, to the other processor (subcontractor) by written agreement,
with sufficient guarantees in particular that the appropriate technical and organizational
measures must be carried out in such a way that that processing takes place in accordance
with the requirements of the GDPR.

If the subcontractor does not comply with their data protection obligation, the processor
responsible for the compliance is liable for said subcontractor.
Subcontractors that were visibly disclosed before or at the time of signing the contract and
thus fulfill the requirements, are approved when signing this agreement.

§ 6

Exercise of rights of data subjects

The processor takes the technical and organizational measures with it
the controller has the rights of the data subject under Chapter III of the GDPR
(Information, information, correction and deletion, data portability, objection,
as well as automated decision-making in individual cases) within the statutory deadlines
can fulfill at any time and leaves the responsible person with all necessary
Information. If a corresponding request is sent to the processor and
If this application shows that the applicant mistakenly considers the processor to be the
person responsible for the data application they are operating, the processor must
immediately forward the application to the person responsible and inform the applicant of
this. If the processor becomes aware of a violation of the protection of personal data, he /
she must report this to the person responsible immediately.

§ 7

Personal data security

The processor supports the controller in complying with the requirements of Art 32
up to 36 GDPR obligations (data security measures, reports from
Violations of the protection of personal data to the supervisory authority,
Notification of personal data breach
data subject, data protection impact assessment, prior consultation).

§ 8

Termination of the contract

If the legal relationship underlying the order processing between the
The controller and the processor are terminated is the processor
obliged to choose either all personal data and
Hand over documents containing data to the person responsible or on his behalf
to be deleted in such a way that they cannot be restored or destroyed.

§ 9

Powers of scrutiny

The processor has all the information required by the controller
Evidence of compliance with the terms set out in this agreement or derived from legal
To provide regulatory obligations and reviews -
including inspections - carried out by the person responsible or another by this
commissioned auditors to be carried out, to enable and to provide the best possible support.

§ 10

Notification

The processor must inform the controller immediately if he is of the opinion that instructions
of the responsible violate the data protection provision of the union and Austria.

§ 11

Place of execution

All data processing activities are carried out exclusively within the EU or the EEA. Otherwise, a separate contractual agreement must be concluded.

§ 12

Contract adjustment

Should it become necessary, for imperative legal reasons, to make changes or supplements to this contract, the partners of this agreement will immediately establish agreement on the required changes or additions.

Location:…………, on.......................   Graz, am ....

[Client]   For the processor