Data Processing Agreement

This Data Processing Agreement (the "DPA"), entered into by the Customer and the company Ganttic OÜ (company registration number 11979702) having its registered office at Vallikraavi 2 Tartu 51003 **("Ganttic")**, governs the processing of personal data that Customer uploads or otherwise provides Ganttic in connection with the services.

This DPA is incorporated into the Ganttic services ("Ganttic Contract") contract previously executed by Customer.

1. Definitions

"Customer Personal Data" means Personal Data that Customer uploads or otherwise provides Ganttic in connection with its use of Ganttic's services.

"Data Protection Requirements" means the General Data Protection Regulation, Local Data Protection Laws, any subordinate legislation and regulation implementing the General Data Protection Regulation.

"EU Personal Data" means Personal Data the sharing of which pursuant to this DPA is regulated by the General Data Protection Regulation and Local Data Protection Laws.

"General Data Protection Regulation" means the European Union Regulation on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

"Local Data Protection Laws" means any subordinate legislation and regulation implementing the General Data Protection Regulation which may apply to the DPA.

"Personal Data" means information about an individual that (a) can be used to identify, contact or locate a specific individual, including data that Customer chooses to

provide to Ganttic from services such as customer-relationships management (CRM) services.

“Personal Data Breach” means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data.

“Privacy Laws” means all applicable laws, regulations, and other legal requirements relating to (a) privacy, data security, consumer protection, marketing, promotion, and text messaging, email, and other communications; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Data.

“Process” and its cognates mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Subprocessor” means any entity which provides processing services to Ganttic in furtherance of Ganttic’s processing on behalf of Customer.

“Supervisory Authority” means any competent data protection authority.

2. Nature of Data Processing

Ganttic is a data processor, who processes data on behalf of the Customer. Customer is a data controller. Ganttic agrees to process Personal Data received under the DPA only for the purposes set forth in the DPA. For the avoidance of doubt, the categories of Personal Data processed are described in Annex A to this DPA.

3. Compliance with Laws

The parties shall each comply with their respective obligations under all applicable Data Protection Requirements.

4. Customer Obligations

Customer agrees to:

4.1 Provide instructions to Ganttic (e.g. determing the purpose of sending personal data to Canttic services) and determine the purposes and general means of Ganttic's processing of Customer Personal Data in accordance with the DPA; and

4.2 Comply with its protection, security and other obligations with respect to Customer Personal Data prescribed by Data Protection Requirements for data controllers by: (a) establishing and maintaining a procedure for the exercise of the rights of the individuals whose Customer Personal Data are processed on behalf of Customer; (b) processing only data that has been lawfully and validly collected and ensuring that such data will be relevant and proportionate to the respective uses; and (c) ensuring compliance with the provisions of this DPA by its personnel or by any third-party accessing or using Customer Personal Data on its behalf.

4.3 The Customer is responsible for obtaining consent from data subjects, where applicable. Consent is an indication from the data subject to allow Customer Personal Data processed by the Customer. Consent needs to be in a written or electronic form.

5. Ganttic Obligations

5.1 Processing Requirements. Ganttic will:

a. Process Customer Personal Data (i) only for the purpose of providing, supporting and improving Ganttic's services, using appropriate technical and organizational security measures; and (ii) in compliance with the instructions (e.g. the purpose to use Ganttic services) received from Customer. Ganttic will not use or process the Customer Personal Data for any other purpose. Ganttic will promptly inform Customer if it cannot comply with the requirements under Sections 5-8 of this DPA, in which case Customer may terminate the DPA or take any other reasonable action, including suspending data processing operations;

b. Inform Customer promptly if, in Ganttic's opinion, an instruction from Customer violates applicable Data Protection Requirements;

c. Take commercially reasonable steps to ensure that (i) persons employed by it and (ii) other persons engaged to perform on Ganttic's behalf comply with the terms of the DPA;

d. Ensure that its employees, authorized agents and any Subprocessors are required to comply with and acknowledge and respect the confidentiality of the Customer Personal Data, including after the end of their respective employment, contract or assignment;

e. If it intends to engage Subprocessors to help it satisfy its obligations in accordance with this DPA or to delegate all or part of the processing activities to such Subprocessors, (i) exclusive of the list of Subprocessors Ganttic maintains online, obtain the prior written consent of Customer to such subcontracting, such consent to not be unreasonably withheld; (ii) remain liable to Customer for the Subprocessors' acts and omissions with regard to data protection where such Subprocessors act on Ganttic's instructions; and (iii) enter into contractual arrangements with such Subprocessors binding them to provide the same level of data protection and information security to that provided for herein; Ganttic may make changes to the use of Subprocessors provided that the Customer is notified. Changes that entail the transfer of personal data to countries outside the EEA (third countries) must be notified no later than one month before the change takes effect. If the Customer opposes the change, Ganttic must be notified as soon as possible. The Customer may only object to the change on reasonable and justifiable grounds.

g. Upon request, provide Customer with a summary of Ganttic's privacy and security policies; and

h. Inform Customer if Ganttic undertakes an independent security review.

5.2 Notice to Customer. Ganttic will inform Customer if Ganttic becomes aware of:

a. Any non-compliance by Ganttic or its employees with Sections 5-8 of this DPA or the Data Protection Requirements relating to the protection of Customer Personal Data processed under this DPA;

b. Any legally binding request for disclosure of Customer Personal Data by a law enforcement authority, unless Ganttic is otherwise forbidden by law to inform Customer, for example to preserve the confidentiality of an investigation by law enforcement authorities;

c. Any notice, inquiry or investigation by a Supervisory Authority with respect to Customer Personal Data; or

d. Any complaint or request (in particular, requests for access to, rectification or blocking of Customer Personal Data) received directly from data subjects of Customer. Ganttic will not respond to any such request without Customer's prior written authorization.

5.3 Assistance to Customer. Ganttic will provide reasonable assistance to Customer regarding:

a. Any requests from Customer data subjects in respect of access to or the rectification, erasure, restriction, portability, blocking or deletion of Customer Personal Data that Ganttic processes for Customer. In the event that a data subject sends such a request directly to Ganttic, Ganttic will promptly send such request to Customer;

b. The investigation of Personal Data Breaches and the notification to the Supervisory Authority and Customer's data subjects regarding such Personal Data Breaches; and

c. Where appropriate, the preparation of data protection impact assessments and, where necessary, carrying out consultations with any Supervisory Authority.

5.4 Required Processing. If Ganttic is required by Data Protection Requirements to process any Customer Personal Data for a reason other than providing the services described in the DPA, Ganttic will inform Customer of this requirement in advance of any processing, unless Ganttic is legally prohibited from informing Customer of such processing (e.g., as a result of secrecy requirements that may exist under applicable EU member state laws).

5.5 Security. Ganttic will:

a. Maintain appropriate organizational and technical security measures (including with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response, encryption of Customer Personal Data while in transit) to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of Customer Personal Data;

b. Be responsible for the sufficiency of the security, privacy, and confidentiality safeguards of all Ganttic personnel with respect to Customer Personal Data and liable for any failure by such Ganttic personnel to meet the terms of this DPA;

c. Take reasonable steps to confirm that all Ganttic personnel are protecting the security, privacy and confidentiality of Customer Personal Data consistent with the requirements of this DPA; and

d. Notify Customer of any Personal Data Breach by Ganttic, its Subprocessors, or any other third-parties acting on Ganttic's behalf without undue delay and in any event within 48 hours of becoming aware of a Personal Data Breach.

6. Liability and Audit

a. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations by any party or Subprocessor is entitled to receive compensation from the Customer for the damage suffered.

b. Ganttic is not responsible for any data breach that is caused because of unsecured data transfer initiated by Customer.

c. Supervisory Authority Audit. If a Supervisory Authority requires an audit of the data processing facilities from which Ganttic processes Customer Personal Data in order to ascertain or monitor Customer's compliance with Data Protection Requirements, Ganttic will cooperate with such audit. Customer is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Ganttic expends for any such audit, in addition to the rates for services performed by Ganttic.

d. Upon request, Ganttic shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and this DPA. Ganttic shall allow and contribute to inspections and audits carried out by or on behalf of the Customer.

7. Data Transfers

EU Personal Data will be processed and used exclusively within the territory of a member state of the European Union and territories where the Commission has decided that a third country, a territory or one or more specific sectors in the third country, or an

international organisation ensures an adequate level of protection and any movement of EU Personal Data.

8. Data Return and Deletion

The parties agree that on the termination of the data processing services or upon Customer's reasonable request, Ganttic shall, and shall cause any Subprocessors to, at the choice of Customer, return all the Customer Personal Data and copies of such data to Customer or securely destroy them within reasonable time and demonstrate to the satisfaction of Customer that it has taken such measures, unless Data Protection Requirements prevent Ganttic from returning or destroying all or part of the Customer Personal Data disclosed. In such case, Ganttic agrees to preserve the confidentiality of the Customer Personal Data retained by it and that it will only actively process such Customer Personal Data after such date in order to comply with applicable laws.

9. Third Party Data Processors

Customer acknowledges that in the provision of some services (such as CRMs), Ganttic, on receipt of instructions from Customer, may transfer Customer Personal Data to and otherwise interact with third party data processors. Customer agrees that if and to the extent such transfers occur, Customer is responsible for entering into separate contractual arrangements with such third-party data processors binding them to comply with obligations in accordance with Data Protection Requirements. For avoidance of doubt, such third-party data processors are not Subprocessors.

10. Term

This DPA shall remain in effect as long as Ganttic carries out Personal Data processing operations on behalf of Customer or until the termination of the Ganttic Contract (and all Personal Data has been returned or deleted in accordance with Section 8 above)

11. Amendments

Any changes to regarding Annex A of this the DPA shall enter into force after they have been made available via e-mail to Customer within 14 days prior notice and Customer has continued to use Ganttic services.

12. Governing Law, Jurisdiction, and Venue

Notwithstanding anything in the DPA to the contrary, this DPA shall be governed by the laws of Estonia, and any action or proceeding related to this DPA (including those arising from non contractual disputes or claims) will be brought in Tallinn, Estonia.

Ivar Veenpere
CEO
Ganttic OÜ



ANNEX A – DESCRIPTION OF THE TRANSFER

1. Data Subjects. The personal data transferred concern the following categories of data subjects:

- Employees and individuals providing resource data.

2. Purposes of the Transfer. The transfer is made for the following purposes.

- To maintain data by online resource planning software.

3. The transfer is intended to enable the Customer to do following:

- To create clear and comprehensive overview of human resources.

4. Categories of Data. The personal data transferred concern the following categories of data.

- Work email address
- Work telephone numbers
- Job titles
- Names
- Demographic information such as postcode, preferences and interests
- Information provided as resource (e.g. work performance)

5. Recipients. The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Employees and other representatives of the Ganttic who have a legitimate business purpose for the processing of such personal data.

6. Additional Useful Information (storage limits and other relevant information).

Passwords of account are stored in hashed form and original passwords cannot be decrypted or recovered from the stored hash.

7. Contact Information. Contact points for data protection enquiries:

Ganttic: Signatory to the DPA between the parties

Customer: Signatory to the DPA between the parties