

Data Processing Agreement

IMPORTANT NOTE

The intent of this data processing agreement is to enable our customers meet the requirements of the European General Data Protection Regulation (commonly known as the 'GDPR') as part of their access and use of Q2C products and services. The new regulation came into effect on May 25, 2018, and imposed additional requirements to organisations around the world who, as part of their products, services or operations, are involved in accessing, storing, using or otherwise processing any personal data of natural persons protected under the GDPR.

This Data Processing Agreement (the "**DPA**") is a binding agreement that sets out the terms and conditions under which Q2C NV, a Belgian corporation having its main place of business at 19 Vaartdijkstraat, 8200 Bruges, Belgium ("**Q2C**") and the person or entity identified in the table below (the "**Customer**") agree to share the responsibility for the Processing of Personal Data in accordance with the requirements of the EU Data Protection Laws (as such terms are defined below) in relation to access and use of Q2C's products and services (each a "**Product**") provided to the Customer (and/or its own customers or users) under the Customer Contract (as defined below).

1. Definitions

In this DPA, the following terms shall have the meaning attributed to them below, unless defined elsewhere in this document:

- 1.1. "**Controller**" shall have the meaning attributed to such term in the EU Data Protection Laws;
- 1.2. "**Customer Contract**" is a written commercial agreement between the Customer and Q2C under which Q2C agrees to provide to the Customer (and/or its own customers or users) its Products, and in relation to which Q2C may be required to Process Personal Data of Data Subjects under the EU Data Protection Laws.
- 1.3. "**EU Data Protection Laws**" means the Regulation (EU) 2016/679 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 (General Data Protection Regulation) and the applicable privacy and EU Data Protection Laws of each relevant member state of the European Union and/or of the European Economic Area (each a "**Member State**").
- 1.4. "**Personal Data**" means any information relating to an identified or identifiable natural person ("**Data Subject**"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 1.5. "**Processing**", "**Process**" and other similar words 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;
- 1.6. "**Processor**" means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller;
- 1.7. "**Special Category of Personal Data**" shall have the meaning attributed to such term in the EU Data Protection Laws;
- 1.8. "**Submitted Data**" means any and all Personal Data that the Customer submits, uploads or otherwise causes Q2C to Process in relation to the Customer's access or use of any Product, directly or indirectly by its own customers or users.
- 1.9. "**Subprocessors**" means a natural or legal person, public authority, agency or other body which assists a Processor in Processing Personal Data on behalf of the Controller;

2. Application of the Customer Contract and Term

- 2.1. This DPA will become effective and will apply between Q2C and the Customer at the date it is fully executed by both parties ("**Effective Date**").

- 2.2. This DPA apply with respect to Q2C's Processing of Submitted Data under a Customer Contract as of the later of the following dates (the "**Applicability Date**"): (a) the Effective Date hereof; and (b) the effective date of the relevant Customer Contract.
- 2.3. This DPA shall be deemed incorporated into and form an integral part of each Customer Contract as of the Applicability Date, and will apply to Q2C's Processing of Submitted Data under such Customer Contract in accordance the requirements of the EU Data Protection Laws.
- 2.4. This DPA will remain in force and effect with regards to Processing of Submitted Data under each Customer Contract until the termination or expiration of such Customer Contract.
- 2.5. In the event of any conflict or inconsistency between the provisions of the DPA and those of the Customer Contract, the provisions of the DPA will take precedence.

3. Relationship of the parties

- 3.1. The parties hereby acknowledge and agree that as between the parties hereto, the Customer's access and use of Q2C's Products and/or Q2C's Processing of any Submitted Data in relation thereto, the Customer will at all times act as the Controller with respect to any such Submitted Data, and Q2C will act as the Processor. As such, the Customer appoints Q2C as its Processor to Process Submitted Data on the Customer's behalf for the purposes and within the scope described in each Customer Contracts and this DPA (or as otherwise agreed in writing by the parties).
- 3.2. Each party, acting in its capacity of Controller or Processor (as applicable) shall comply with the obligations that apply to it under the EU Data Protection Laws.

4. Processing of Submitted Data

- 4.1. The Customer must not disclose (and must not permit any of its own customers or users to disclose) any Special Categories of Personal Data to Q2C for Processing.
- 4.2. Q2C shall ensure that any person it authorises to Process any Submitted Data shall treat and protect Submitted Data as confidential information, and shall be under a duty of confidentiality (whether contractual or statutory) consistent with this DPA.
- 4.3. Q2C shall not Process Submitted Data of Data Subjects outside of the territory of the Member States unless it has taken such measures as are necessary to ensure the transfer is made in compliance with the EU Data Protection Laws. Such measures may include (without limitation) transferring Submitted Data to a recipient in a country that the European Commission has designated as providing adequate protection for Processing Personal Data, to a recipient that has achieved binding corporate rules authorisation in accordance with the EU Data Protection Laws, to a recipient that is certified under the EU-US Privacy Shield framework (or its equivalent), or to a recipient that has executed the "standard contractual clauses for the transfer of personal data to processors established in third countries" (as set out in European Commission Decision 2010/87/EU or its replacement).

5. Protection of Submitted Data

- 5.1. Q2C shall implement appropriate technical and organisational measures to protect Submitted Data from unlawful destruction, or unauthorised disclosure of or access to Submitted Data (each a "**Security Incident**") that are based on industry practices and the requirements of the EU Data Protection Laws.
- 5.2. Q2C shall provide reasonable cooperation to the Customer (at the Customer's expense) in connection with any data protection impact assessments or consultations with regulatory authorities that are required under the EU Data Protection Laws.
- 5.3. If Q2C becomes aware of a confirmed Security Incident, Q2C shall inform the Customer without undue delay and shall provide reasonable information and cooperation to the Customer. Q2C shall further take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident, and shall keep the Customer informed of all material developments in connection with the Security Incident.

6. Appointment of Subprocessors

- 6.1. The Customer hereby consents to Q2C instructing third party Subprocessors listed in Schedule A hereof to Process Submitted Data for the purposes and within the scope described in the relevant Customer Contract and this DPA, provided that: (i) Q2C imposes data protection terms on any Subprocessor it appoints that require it to protect Submitted Data to the standard mandated by EU Data Protection Laws and consistent with this DPA;

and (ii) Q2C remains liable for any breach of this clause that is caused by an act, error or omission of its Subprocessor.

- 6.2. Q2C may, from time to time, replace any Subprocessor(s) or appoint additional Subprocessor(s) by updating the abovementioned list of Subprocessors. Q2C will advise the Customer at least ten (10) days before authorising any new Subprocessor to Process Submitted Data in relation to a Customer Contract or this DPA.
- 6.3. The Customer may object to Q2C's appointment or replacement of a Subprocessor, provided that such objection is based on reasonable grounds relating to data protection. In such event, the Customer and Q2C will negotiate in good faith to try and resolve the issue. If not resolvable, Q2C will either not appoint or replace the Subprocessor or, if this is not possible, the Customer may suspend or terminate its access or use the Products and/or the relevant Customer Contract with Q2C; provided that the Customer will remain responsible for any fees and charges associated with its access or use of the Products prior to such suspension or termination.

7. Data Subjects' Rights and Cooperation

- 7.1. Q2C shall provide reasonable and timely assistance to the Customer (at the Customer's expense) to enable the Customer to support its customers and users in responding to: (i) any request from a Data Subject to exercise any of its rights under the EU Data Protection Laws (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a Data Subject or regulator in connection with the Processing of Submitted Data under the EU Data Protection Laws. In the event that any such request, correspondence, enquiry or complaint is made directly to Q2C, Q2C shall promptly inform the Customer providing full details of the same.
- 7.2. Upon written request, and subject to the confidentiality and security provisions of the relevant Customer Contract or such other written non-disclosure and confidentiality agreement agreed upon by the parties, Q2C shall make available to the Customer all information necessary to demonstrate compliance with the obligations applicable to Processors under the EU Data Protection Laws, and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.
- 7.3. Q2C shall destroy or return, at the Customer's choice, all Submitted Data under its control upon the expiration or termination of the Customer Contract. This requirement shall not apply to the extent that Q2C is required under the applicable law to retain some or all of Submitted Data, or to Submitted Data it has archived on backup systems, which Q2C shall securely isolate and protect from any further Processing, except to the extent required by such law.

8. General

- 8.1. The relationship between the Customer and Q2C is that of independent contractors acting for their own accounts and neither is authorised to make any commitment or representation, express or implied, on the other's behalf unless authorised to do so in writing.
- 8.2. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each a "Notice") shall be in writing and addressed to the parties at the addresses set forth in this DPA (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, recognised overnight courier (with all fees pre-paid), facsimile or email of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).
- 8.3. This DPA will be governed and interpreted in accordance with the laws set out in the relevant Customer Contract, without regard to conflict of laws principles, and any legal action between the parties shall be brought before the courts set out in such relevant Customer Contract. If no Customer Contract is entered into by the Parties as of the date of any such dispute, then the laws of England and Wales, without regard to conflict of laws principles, will apply to interpret and enforce this DPA, and any legal action between the parties shall be brought before the courts based in London, UK.
- 8.4. This DPA, together with each relevant Customer Contract, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. Any and all written or oral agreements heretofore existing between the parties pertaining to the subject matter of this DPA are expressly canceled. No change to this DPA shall be binding upon either party unless made in writing and signed by an authorised representative of each party hereto. Neither party may transfer or otherwise assign this DPA without the other party's express written consent. This DPA may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement. By signing this DPA, each party warrants to the other that it has the full power and authority to be bound by the terms of this document and perform its obligations in accordance with its terms.

Q2C	CUSTOMER
Complete Legal Name:	Complete Legal Name:
Q2C Inc.	Click or tap here to enter text.
Signature of the authorised representative	Signature of the authorised representative
Name of the authorised representative:	Name of the authorised representative:
	Click or tap here to enter text.
Title of the authorised representative:	Title of the authorised representative:
	Click or tap here to enter text.
Date of signature:	Date of signature:
	Click or tap to enter a date.
Jurisdiction of Registration / Incorporation:	Jurisdiction of Registration / Incorporation:
	Click or tap here to enter text.
Address:	Address:
	Click or tap here to enter text.
Telephone:	Telephone:
	Click or tap here to enter text.
Email:	Email:
	Click or tap here to enter text.

Schedule A

Third Party Subprocessors	Purpose	Location
Microsoft Corporation	<p>Microsoft Azure data centers.</p> <p>Microsoft provides data centers and office-related applications, as well as some additional services empowering our products and services.</p>	<p>Processing may occur in one or more of the following locations, depending on the Q2C cloud service:</p> <ul style="list-style-type: none"> • Australia • Brazil • Canada • East Asia • France • Japan • North Europe • South East Asia • United States of America • West Europe
Clarizen	<p>The services provided by Clarizen are used in support of Q2C's provision of professional services to its customers.</p>	<p>Processing may occur in one or more of the following locations, depending on the customer's location:</p> <ul style="list-style-type: none"> • California, USA • New Jersey, USA • Amsterdam, Netherlands • London, United Kingdom