uTypia *Basic Order form*

1. Your company name and details according to European Union e-commerce law for the „About us" page:

Company name:

Public/Private company:

Registration No.:

CEO:

Address:

Tel.:

Fax:

e-mail:

VAT Nr.:

2. Your current homepage:

3. Email address where orders will be sent to: _____

4. Internet-Address of your Basic Shop: _____.utypia.com

5. Trodat Customer No.: _____

If you are no direct customer of Trodat, but buy Trodat Products via a Reseller - please fill out the box marked *)

I hereby order a „uTypia Consumer Basic Shop" and confirm that I received and read the uTypia General Terms and the next pages of this agreement and accept them as part of the agreement.
I will pay the fee of EUR 50,00 monthly after receiving an invoice.

Signature and Stamp

…………………………………..

---

*) For company that do not buy direct from Trodat
Your trodat reseller can agree to make "uTypia Basic" also available to you.
In this case please pay your fee to your Trodat reseller.

I hereby agree to the above contract and agree to pay the above fees to Trodat.

Signature and Stamp
Of the Trodat Reseller   Trodat customer No. of the Trodat reseller:
                                                                            ………………
…………………………………

---

uTypia Basic - Services

The purpose of this agreement is to provide an uTypia Basic shop to the licensee.
This uTypia Basic shop will be configured by TRODAT in a way that a customer can order custom rubber stamps and this order data is transmitted via the internet to the Licensee.

The uTypia Basic shop includes:
- Display the company name and address of the licensee to his customers
- Layout Preview / Logo Upload
- Standard TRODAT products with the Trodat recommended retail prices
- Standard shipping and payment options
- Forwarding of orders of the customer of the licensee from the uTypia Basic shop to the licensee
- Manual how to integrate the uTypia Basic shop in the homepage of the licensee
- Configuration of the internet address of the uTypia Basic Shop (exclusively *.utypia.com)

The support services are defined in the uTypia General Terms.

uTypia Basic Shop shows the Trodat products with recommended retail prices. The Licensee is not bound to these prices and can invoice other prices outside the electronic order process.

A license for uTypia Basic shop does not include an entry in the uTypia network or the right to include the uTypia logo in the Trodat Shop-finder

It is hereby expressly stated that TRODAT does not enter into any contractual relationship with the customer but is merely providing the technical infrastructure for ordering via the internet.

Special remarks

Data Privacy Policy and Declaration of Consent

In order to continue to be fully informed, under Art. 6 para. 1 lit. a of the GDPR I permit Trodat to use my data in the context of the marketing interests described below:
- Name,
- Company
- Email address to be used for newsletter and other purposes below.

Your email address is used in the utypia newsletter, company information as provided in the uTypia license agreement

I agree that my personal data voluntarily provided may be processed by Trodat for purposes of
- contacting me and sending me marketing and product information related to goods and services from Trodat's uTypia range of products (by email, SMS, telephone, fax, via social media messenger services);
- satisfaction surveys concerning service and counselling;
- needs analyses;
- event invitations, training opportunities, vouchers and discount promotions;
- reminders when I have filled the online shopping cart, but not completed the purchase process; and
- contacting in the context of regional customs and traditions, such as sending Christmas or greetings cards.

I understand that Trodat is a member of the Trodat Trotec Group, and in this context, I additionally agree that the above personal data may be disclosed within the Group to affiliate companies of Trodat for the above purposes of marketing, so that such affiliates may contact me to the extent agreed. I will receive a list of Trodat's affiliates upon request. . In addition, Trodat may involve third parties into the process if so required, and if the same have been carefully selected and obliged to comply with the demanding data privacy standards.

I am aware that I can revoke this consent for any or all purposes at any time by contacting uTypia support utypia@trodat.net).

For the purpose of our uTypia license contract relationship Trodat GmbH , Linzer Strasse 156, 4600 Wels (hereinafter referred to as "Trodat") may process my personal data disclosed in this context (such as name, address, telephone number, email address) and the personal data collected during the contractual relationship or through my use of uTypia (such as, website visits, user behaviour) for the purpose of providing the uTypia license service pursuant to Art. 6 para. 1 lit. b of the GDPR.

I acknowledge that Trodat will store my personal data for a maximum of seven years after the fulfilment of the contract due to retention requirements under corporate and fiscal law.

I have the right to request information about my personal data stored, and to have my data corrected or deleted at any time. I may also be entitled to demand a restriction on the processing of my data, and to have the data provided by me released in a structured, commonly used and machine-readable format.
I am entitled to lodge a complaint with Trodat or a data protection supervisory authority. The responsible data protection supervisory authority is: Österreichische Datenschutzbehörde [Austrian Data Protection Authority], Barichgasse 40-42, 1030 Vienna, Austria, phone: +43 1 52 152-0, e-mail: dsb@dsb.gv.at.

Please find your local data protection supervisory authority under http://archiv.dsb.gv.at/site/6211/default.aspx

Date: _____ Signature: _____ Name: _____ Company Stamp:	Contact E-Mail addresses of licensee: _____ _____ _____ _____

DATA PROCESSING AGREEMENT –
ADDON TO THE UTYPIA LICENSE AGREEMENT – VERSION 05

concerning the transfer of data for processing according to Art 28 ff General Data Protection Regulation ("GDPR") concluded between (**"Controller"**) = Licensee and (**"Processor"**) = Licensor

This addon license agreement is only valid if the licensee is located in the EU or Switzerland.

1. **Subject matter, nature and purpose of the processing**
   The Processor acts as Licensor of the software solution uTypia which the Processor provides to its clients as a handling and management tool for their end-user business. These shops are offered as ASP respectively as Cloud solutions. The Processor handles the hosting, along with data storage, administration, configuration, 2nd level support (e.g. remote management, also unsupervised), consulting, implementing, debugging and software development.
   Technically, the Processor is able to access the data. However, during the term of the License Agreement the Processor will only access the data after explicit instruction by the Controller or for fulfilment of its duties as Processor. After termination of the License Agreement the Processor will keep the data according to legal retention periods. Again, the Processor will not access the data actively.

2. **Duration of the processing**
   For the duration of the uTypia License Agreement.

3. **Type of personal data**
   see: uTypia Data Protection and Privacy –Technical and Organisational Tasks in the current version, available in the Administration-Area of your uTypia Shops – at "uTypia Support" – "uTypia – Info" – "GDRP-DSGVO"

4. **Categories of data subjects**
   see: uTypia Data Protection and Privacy –Technical and Organisational Tasks in the current version, available in the Administration-Area of your uTypia Shops – at "uTypia Support" – "uTypia – Info" – "GDRP-DSGVO"

5. **Rights and obligations of the Processor and the Controller**

5.1 "Controller" is a controller in the meaning of Sec 4 lit 4 Austrian DSG and
Art 4 lit 7 GDPR with respect to any kind of information (i) relating to data subjects who are identified or identifiable as defined in Sec 4 lit 1 DSG, respectively Art 4 lit 1 GDPR and (ii) committed to "Processor" as data processor in the meaning of Sec 4 lit 5 DSG and
Art 4 lit 8 GDPR in the course of providing the Services as defined under "Subject matter, nature and purpose of the processing". The Parties shall refrain from any action contradicting its position as Controller or Processor.

5.2 The Processor is obliged to use personal data and any processing results according to Controller's documented instructions and for the purpose of performing the agreed Services only and to exclusively return data to Controller. In particular, data may be used for Processor's own purposes upon Controller's prior written instruction, only.

The Controller is obliged to only transfer data only to the extent required for the agreed services.

5.3 The Controller shall act in compliance with all requirements of national and international data protection laws before transferring the data to the Processor. The Controller guarantees to be entitled to share the data with the Processor. The Controller indemnifies Processor from any and all claims related to any damages third parties may claim in this respect, independently from their legal base, resulting from an infringement from the Controller against the third party.

Processor shall process only to the extent required to provide the agreed services and adhere to the principle of data minimization pursuant Art 5 para 1 lit c GDPR. Processor shall ensure that data and Processor's own data or any other controller's data processed by Processor shall be processed separately (multi-tenancy).

5.4 Processor confirms that all persons engaged in any processing of data (direct or indirect access) or having potential access to data have been bound prior to accessing the data to confidentiality obligation pursuant to Sec 15 DSG, Sec 6 DSG 2018 and Art 28 Para 3 lit b GDPR. In particular this confidentiality obligation shall persist even upon completion of the Services and/or after the end of their professional relationship with Processor.

5.5 Processor declares that adequate preventive measures in particular as prescribed in Sec 14 DSG and Art 32 GDPR have been implemented to especially prevent data from being used contrary to regulations or that data will be made accessible to third parties without Controller's prior written authorization.

5.6 Hereby Controller provides Processor a general written authorization in accordance with Art 28 Para 2 GDPR to engage a third-party to conduct processing ("Subcontractor"). Processor shall inform Controller of any engagement of a Subcontractor if Controller requests such an information.

5.7 Processor confirms that technical and organizational measures were enacted enabling Controller to secure the data subject's rights, in particular the right to information (Art 13 and 14 GDPR), the right of access (Sec 26 DSG, Art 15 GDPR) the right to rectification and to erasure (Sec 27 DSG, Art 16 and 17 GDPR), right to restriction of processing (Art 18 GDPR) and the right to data portability (Art 20 GDPR) in time. Processor will provide Controller with the information required for this purpose upon request.

5.8 Processor shall immediately – without undue delay – inform Controller if committed data is systematically and seriously misused and the data subject may suffer damages. Processor will provide Controller with any information required for this purpose. Processor shall also cooperate to the fullest extent, in particular provide all required information without undue delay, in order to enable the Controller to notify any personal data breach according to Art 33 and 34 GDPR.

5.9 After termination of the License Agreement, Processor shall return any and all data and related documentation in full to the Controller and shall not be entitled to retain any data or documentation or any parts thereof. Alternatively, Processor may either continue to keep the Data safe and protected from unauthorised access on behalf of Controller or destroy it. Processor shall not use the entrusted data to conduct statistic or any other analysis (personalised or non-personalised) for its own or any third-party. However, Processor shall conduct statistics with non-personal data according to Paragraph VII - Confidentiality at General Terms of uTypia.

5.10 Further, Processor shall be obliged to adhere to any request from the Austrian Data Protection Authority (Datenschutzbehörde – "DSB") or any other competent authority upon communication directly by the respective authority or Controller and adapt internal processing respectively.
Processor will cooperate with competent authority to the maximum extent possible.

5.11 Controller shall have the right to inspect or audit data processing devices at any time as regards the processing of entrusted data. Pursuant to Art 28 Para 3 lit h GDPR Processor is obliged to provide any information necessary to control the adherence to the duties set out in this agreement.

I.   Definitions

uTypia: Software- and Service-Range of TRODAT for the Internet.

uTypia solution: a Software/Service solution out of the uTypia Software- and Service-Range for example uTypia professional shop, uTypia standard shop, uTypia basic, uTypia page, uTypia Voucher.

Customer: The party acquiring products in a uTypia solution

TRODAT is represented by TRODAT GmbH of Wels, holder of all rights under this Agreement.

II.   Support- Duties of the Licensor

The licensor supports the uTypia solution of the licensee for the duration of the contract.. This support includes:

- Hosting, Firewall,regular Back-ups
- Listing of new Trodat products into the uTypia solution (except in uTypia page)
- Support-Hotline +43 (0) 7242/239-340; uTypia@trodat.net for the Licensee for technical support for Setup and Operation in English and German Language. Available every day from 09.00 a.m. to 17.00 (05.00 p.m.) GMT+1 Time zone except saturdays, sundays and on Austrian holidays.
- Alternative Support Hotline 001 732 529 8523 uTypia@trodat.net for the Licensee in English language. Available every day from 09.00 a.m. to 16.00 (04.00 p.m.) Eastern Standard Time (EST - GMT-5) except saturdays, sundays and on US- holidays.
- On-Site technical support is not included in the scope of the support duties. On-Site support is not necessary for normal setup or operation. On-Site Support can be specifically requested by the Licensee. The Licensee will receive an written offer of the Licensor for the travel costs, travel and work time charges or alternatively a fixed price offer. Charges will occur only based on purchase orders from the Licensee received in writing.

The scope of the support does not include setting up additional products or Layout templates. Trodat's services are provided at its own discretion, for fair use and without any obligation to provide specified capacity or individual technical specifications.

In regards to uTypia Consumer Next: Magento Standard Features and uC-Next specific extensions are included in the support. (see Feature List in the Product-Data-Sheet.) Optional areas within Magento (for example: Landing Pages, Reports, Extended Product Descriptions, etc.) are not included in the support but can be administered by the Shop Owner. Information can be found in the Magento Manuals and Youtube Videos.

III.   Payment

The fees are charged, as agreed in the uTypia License agreement.
The fees may be changed by the Licensor with advance written notice of 90 days. The fees may not be increased by more than 15% per year. Increases are in particular possible due to higher taxes, labor costs, or price increases in the Hosting services or Software Licenses used.

In case of payment delay, late-payment interest in the amount permitted by law is hereby agreed.

If there are delays in the setup process due to the licensee, the Licensor can invoice the open setup-fee within 6 month of the contract date; and from then on the minimum and transaction fees.

IV. Internet Address

Every uTypia solution shall be operated under its own URL (internet address). The Licensee may choose from among a number of URLs made available by TRODAT.

If another URL shall be used, the Licensee shall bear the costs for setting up that URL and for the costs of the domain, as well as indemnify and hold Trodat harmless in this respect. For uTypia satellite only URLs made available by TRODAT may be used.

V. Duties of the Licensee

The Licensee must provide an email address where the order data is send to. If the Licensee has the right to perform administration tasks, the Licensee must provide for internet access, email address and up-to-date internet browser. The Licensee is solely responsible for availability and full functionality of the infrastructure listed above. The Licensee shall ensure to be attainable on short term in order to enable any required coordination with Trodat, as well as to immediately implement any technical measures, cooperation and assistance services requested by Trodat.

The Licensee shall keep its login data for accessing the administration area strictly confident. During login, Trodat may verify, if the provided password is in accordance with the used account, only.

TRODAT is web designer and webmaster of the uTypia solution. The Licensee here expressly consents to having TRODAT modify and adapt the contents of the uTypia solution as well as further publishing them in order to maintain functioning of uTypia or to improve or advertise it. TRODAT shall be entitled to install the Trodat-Logo and also the uTypia Logo on the uTypia solution of the Licensee. This will be limited to the top banner and the footer section. The Licensee shall not have any access to webpage design. TRODAT shall announce intended modifications by email 5 days in advance. The Licensee shall not be entitled to request any graphical or technical shop design or any specified development or upgrade.

The Licensee shall be solely responsible for any provided content, like logos or terms and conditions, as well as to comply with the legal framework applicable to the operation of the shop, in particular the implementation of information duties according to e-commerce and distance selling provisions.

Trodat provides the Licensee with the technical infrastructure, only, and shall not become party of any contract concluded between the Licensee and its customers via the shop. Thus, performance of any orders, in particular the delivery of goods and billing is at the Licensee's sole discretion.

The Licensee is aware of the precise contents of the uTypia solution (not yet adapted to the Licensee's specifications). The Licensee hereby declares its express agreement with the content of the uTypia solution, as well as the technical standards and specifications, including the firewall and availability. The Licensee hereby accepts that the shop is provided "as is" without any warranties.

VI. Duration and Termination

This Agreement shall be concluded for an unlimited term. This Agreement can be ordinary terminated by both parties at any time in writing or via email with 6 months advance notice before date of termination. In case of termination by the Licensee, no reimbursement of amounts already paid shall apply (e.g. uTypia basic fee).

Notwithstanding the agreed duration of this Agreement, the Licensor shall be entitled to terminate the agreement with immediate effect without giving rise to compensation claims by the Licensee
- if the other party's assets are subject to composition proceedings or
- if application for bankruptcy has been dismissed for want of sufficient assets;
- at the Licensor's sole discretion, in particular if the Licensee infringes any rights derived from intellectual property, e.g. due to any provided content or used domains, as well as if third parties assert claims against the Licensor;
- at the Licensor's sole discretion, if the Licensee breaches material provisions of this Agreement or uses Licensor's content against the provisions of this Agreement or infringes Licensor's intellectual property;
- or if despite corresponding written warning and the setting of a 14-day second deadline fees owed have not been paid.

Upon effective termination of the Agreement, for whatever reason that may occur, TRODAT shall no longer be obligated to forward any eventual orders placed via them with the Licensee. TRODAT shall not be liable for any loss of data or customers in this connection.

VII. Confidentiality

The Licensor hereby states on behalf of TRODAT as well that no use shall be made of confidential information, customer names, telephone numbers or contact persons received by the Licensee's customers for their own business purposes. Thus, the Licensor shall merely be the Licensee's data processor according to Sec 10 and 11 Austrian Data Protection Act.
For solution of technical problems connected with uTypia, TRODAT shall be entitled to have access to such information. The Licensee hereby takes note of the fact that TRODAT monitors the uTypia solution for the purpose of generating data analysis, buyer behaviour and improvements on uTypia and evaluates information such as site hits and link-stream data in an anonymous manner. The Licensee shall be solely responsible for obtaining any required consent declaration by data subjects or approvals by the competent data protection authorities, as well as for preparing all necessary steps to enable data transfer to Licensor as its data processor.

The Parties hereby agree that all information brought to their knowledge by the other party, and thus relating to the latter's company, in connection with the use of the facilities covered by this Agreement shall be treated in confidence and may not be disclosed to third parties without the consent of the party concerned. Information which is generally known or disclosed to the party in question by third parties shall not be affected hereby.

The Licensee agrees to be named as a reference customer by TRODAT.

VIII. Limited Warranty and Liability

The Licensee hereby expressly accepts that the Licensor is not obliged to provide any technical specification or specified capacity and that thus technical outage of the system, as well as delay in data transfer and updates, may occur. Thus, unlimited availability of uTypia Solution is not agreed and the Licensor assumes no responsibility for any outage, delays, incompleteness, transmission errors or any other errors arising during the use of uTypia Solution as well as any financial consequences deriving thereof. The Licensor is liable for

damages caused by intent and gross negligence, only, which has to be proved by the Licensee. In case of gross negligence, the Licensor's liability shall be limited to the amount for the most recently paid annual fee or, in the first year, to the amount of the setup fee. The Licensee is aware of the technical risks and limitations of the internet. It shall also bear liability for proper functioning of data transmission wiring where the latter are connected with its equipment.

Notice is hereby expressly given that due to the public nature of the internet, the to some extent non-encrypted transmission of the data belonging to the Licensee and the latter's customers occurs at Licensee's own risk. TRODAT shall not be liable for security, completeness, timeliness or accuracy of transmission of data or other information via uTypia Solution.

This shall not establish any contractual relationship between the Licensee's customers and TRODAT. The Licensee shall indemnify and hold TRODAT harmless against all claims raised by the customer, as well as any claims by third parties, authorities or courts that may be raised against TRODAT due to the Licensee's provided content, used domain or breach of legal provisions during the use of the shop.

IX. Intellectual Property

The Licensee hereby accepts that TRODAT shall be exclusively entitled to all provided content, documents, brands, designations, domain names, trade names, IP numbers, internet design, software and other creations within the meaning of copyright law, thus all rights subsumed under the umbrella concept of intellectual property rights. The Licensee shall be granted a non-exclusive right to use the above mentioned intellectual property according to the provisions of this Agreement and for its duration, only. Any transfer of rights or use for other purposes not defined in this Agreement is explicitly prohibited. The Licensee shall therefore be obligated to take such rights into account and to immediately notify TRODAT of any infringement thereof. Only with separate authorisation from TRODAT shall the Licensee be entitled to take action on its own behalf against infringements. This notwithstanding, the Licensee shall be obligated to provide any support requested by TRODAT in prosecution of any eventual infringements, including beyond the duration of this Agreement. The Licensee shall make available, if so requested, any eventual documents and affidavit in support of TRODAT or its contractual partners.

TRODAT provides - depending on the licensed uTypia product – fonts to create layouts within uTypia. TRODAT takes responsibility for the correct licensing of these provided fonts. Any other fonts require a separate agreement.

Fonts from the "uTypia Font pool" are provided free of charge. The licensed uTypia product determines how many fonts are available. The fonts are provided according to their corresponding license agreements. The detailed license terms and intellectual property information are provided in the uTypia shop administration area and hereby accepted by the Licensee. The Licensee shall indemnify and hold TRODAT harmless against all claims arising from any breach of these license terms.

X. Miscellaneous

Amendments and supplements to this Agreement must be in writing. The same shall also apply to any deviation from this form requirement. No ancillary verbal understandings have been reached.

Any notice via email shall be qualified as in writing, in case it is sent to the Licensee's email address as stated above in Clause V or as regards the Licensor to uTypia@trodat.net or any subsequent email address disclosed by the parties.

The terms of this Agreement shall apply to any further purchase of uTypia products and/or uTypia add-ons from Trodat by the Licensee.

The mere failure to press claim to any right shall not signify any waiver thereof; any waiver must be expressly stated.

The Licensor shall be entitled to transfer its rights and duties arising from this Agreement to any third party with discharging effect. In this case, the Licensor will inform the Licensee in writing.

Should a provision of this Agreement be void, rescinded or unenforceable, in full or in part, then this shall have no impact on the other provisions. The Parties shall instead obligate themselves, in lieu of the void provisions, to agree on a new provision corresponding to the void provision's sense and purpose.

This Agreement shall be exclusively subject to material law of the Republic of Austria with express exclusion of any CISG applicability as well as any and all principles on conflicts of law.

All disputes arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Vienna, Austria. The language of the arbitral proceedings shall be German. The Arbitral Tribunal shall decide in the final award which Party has to bear the costs of the arbitration including the fees of counsel.

All fees and payments connected with the setting up of this Agreement shall be borne by the Licensee; the latter shall likewise be liable for taxes and tariffs resulting from the fulfilment of orders in connection with this Agreement.

The Licensor shall be entitled to unilaterally amend the General Terms as well as the Add-on Agreement for Data Processing at any time upon prior notice. The amended General Terms as well as the Add-on Agreement for Data Processing shall be provided to the Licensee at least 14 days before the entry into force. If the Licensee does not object to the amended General Terms or the Add-on Agreement for Data Processing within 14 days in writing by registered mail, the new General Terms or the Add-on Agreement for Data Processing shall apply. If the Licensee does object in time, the former General Terms or the former Add-on Agreement for Data Processing shall still be valid. However, in the latter case, the Licensor is entitled to terminate the Agreement for good cause within 14 days upon receipt of the Licensee's objection.

The Parties hereby agree that this Agreement shall only take effect upon being signed. There shall be no mutual obligation prior to that.