



Corporate End User License Agreement

Subtitle

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CDEULA-V(R)
Completion date

Important Notice.

THE CUSTOMER'S USE OF ANY OF OUR LASERNET FAMILY OF PRODUCTS IS SUBJECT TO THESE TERMS AND CONDITION ("TERMS"). PLEASE READ THESE TERMS CAREFULLY BEFORE INSTALLING OR ACCESSING AND/OR USING THE RELEVANT PRODUCT.

BY SIGNING THE ORDER FORM, AND/OR INSTALLING, ACCESSING AND/OR USING AND CONTINUING TO USE THE PRODUCT YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS.

If you do not wish to accept these Terms (as updated from time to time), you are not authorised to install or access or use this Product and you should not use or continue using the Product.

As between the Formpipe Group and a Customer, these Terms apply to an Order (as defined below), to the exclusion of all other terms and conditions.

1. Introduction

1.1. The following definitions apply to these Terms:

- 1.1.1. "**Authorised Partner**" means the corporate entity or organisation authorised by Formpipe to sell, introduce or licence the Product to Customers, as specified in an Order;
- 1.1.2. "**Customer**" means the corporate entity or organisation as specified in an Order who has requested a license for a Product via an Authorised Partner;
- 1.1.3. "**Fees**" has the meaning given in clause 12.1;
- 1.1.4. "**Formpipe Group**" or "**us**" or "**we**" means Formpipe Software AB of Sveavägen 168, Stockholm, Box 231 31, 104 35 Stockholm or another entity within the Formpipe group of companies which has licensed the Product to the Customer;
- 1.1.5. "**Hosting Fees**" has the meaning given in clause 5.1;
- 1.1.6. "**Hosting Services**" means standard services which may be provided by the Formpipe Group for the Product, as more particularly detailed in **Appendix 1**;
- 1.1.7. "**License Fee**" means the fee payable by the Customer for the Product, such fee being as set out in the relevant Order for the Product;
- 1.1.8. "**License Period**" has the meaning given in clause 13.1;
- 1.1.9. "**License Restrictions**" means any limits, restrictions or conditions of usage as set out in an Order which apply to the license granted for the Product under these Terms including, but not limited to, any limits on the number of copies of the Product that the Customer may make and use and the maximum number of Permitted Users who can access and use the Products;
- 1.1.10. "**Maintenance Release**" a release of the Product which corrects faults, adds functionality or otherwise amends or upgrades the Products, but which does not constitute a New Release;
- 1.1.11. "**New Release**" any new version of the Product which from time to time is publicly released by Formpipe Group in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;
- 1.1.12. "**Order**" means a document specifying: the relevant Product in respect of which the Customer requires a license and the applicable License Fee; and details of any other services which the Customer requires to be provided by the Formpipe Group (including, but not limited to Support Services and/or Hosting Services) and the associated Fees payable for the same by the Customer. Such order document may be comprised in a separate agreement entered into between the Customer and the Authorised Partner relating to the resale of the Products by the Authorised Partner (if applicable);
- 1.1.13. "**Performance Issues**" any problem or error (each, a "**Performance Issue**") relating to the Product;
- 1.1.14. "**Permitted User**" means an individual who is authorised by the Customer to use or access the

Product. A Permitted User shall only include the Customer's employees, authorised users and such consultants and agents that are providing services to the Customer and that require access to the Product in relation to the provision of such services;

- 1.1.15. **"Platform"** means the Microsoft Azure hosting environment for the Product used where the Formpipe Group provides Hosting Services to the Customer;
 - 1.1.16. **"Product"** means the relevant Lasernet product or products as specified in an Order, installed or accessed by the Customer and used by the Customer (and/or the Permitted User), and any upgrades, modified versions or updates of the Product the Customer installs or access and/or uses, in each case, subject to these Terms;
 - 1.1.17. **"Support Fees"** has the meaning given in clause 6.1. (if applicable);
 - 1.1.18. **"Support Services"** means standard services which may be provided by Formpipe Group to support the Product, as more particularly detailed in **Appendix 2**.(if applicable);
- 1.2. Each Appendix forms a part of these Terms and shall have effect as if set out in the full body of these Terms.
- 1.3. Any reference in these Terms to a clause or an Appendix is to a clause or an appendix of these Terms and any references to a paragraph are to paragraphs of the relevant Appendix.

2. Grant of License.

2.1. The Formpipe Group licenses the Product to the Customer on a non-exclusive, non-sub-licensable, non-transferrable, revocable, limited basis. The Customer agrees to the following:

2.1.1. the Customer may:

- (a) install or access and/or use the Product (or permit use of the Product by its Permitted Users) in accordance with the License Restrictions;
- (b) install or access and/or use the Product (or permit use of the Product by its Permitted Users) for the sole purpose of the Customer's internal business operations only, subject always to the License Restrictions;
- (c) make one copy of the Product solely for backup or archive purposes; and
- (d) solely with respect to any electronic documentation included with the Product, make an unlimited number of copies of such documentation (either in hard copy or electronic form), provided that such copies shall be used only for internal purposes and are not republished or distributed to any third party.

2.1.2. the Customer shall not (and shall procure that its Permitted Users shall not):

- (a) distribute, transfer, assign, rent, lease, sublicense or sell copies of the Product to others or otherwise allow others to use the Product without the prior written consent of the Formpipe Group;
- (b) use the Product to provide service bureau services or otherwise for the benefit of others;
- (c) reverse engineer, decompile or disassemble any part of the Product (including, but not limited to, any codes or scripts forming part of the Product) except and only to the extent that such activity is expressly permitted under applicable law;
- (d) modify or adapt or create derivative works based on any part of the Product;
- (e) use a backup copy of the Product for any purpose other than to replace the original copy in the event such original copy is destroyed or becomes defective;
- (f) alter or remove or obscure any copyright notice or other proprietary rights notices on any part of the Product;
- (g) break or change any access codes to the Product; or
- (h) use the Product in any way which disrupts, interferes with or restricts other users' use

of the Product; or attempt to transmit through the Product any information that contains a virus, worm, trojan horse or other harmful or disruptive component.

- 2.2. The Customer is responsible for deciding whether the Product is suitable to achieve the Customer's intended results and for the installation, use of and results obtained from the Product.
- 2.3. Unless expressly agreed otherwise in writing with the Formpipe Group, the license granted under this clause 2 is personal to the Customer and the Customer shall not rent, lease, sub-license, sell, pledge, assign the benefit or delegate the burden of these Terms or the Product to, or hold the same on trust for, any other person.

3. Other Restrictions.

- 3.1. Notices. The Customer shall maintain all copyright notices on all copies of the Product.
- 3.2. Sharing. The Product contains technology that enables applications to be shared between two or more computers, even if an application is installed on only one of the computers. The Customer may use this technology with all Formpipe Group applications for multi-party conferences. For non-Formpipe Group applications, the Customer should consult the accompanying license agreement or contact the Authorised Partner or licensor (as applicable), to determine whether sharing is permitted by the licensor. If the Product is identified as "**For Evaluation**", the Customer may freely copy and distribute internally the software portion of the Product for the sole purpose of evaluation and demonstration. If the Product is identified as "**Not For Resale**" or "**NFR**", the Customer may install or access and/or use one copy of the Product solely for evaluation and demonstration purposes. If the Product is intended to upgrade an existing product, the Customer must be properly licensed to use the product identified by Formpipe Group as being eligible for the upgrade and the Customer must be properly licensed to apply the upgrade in order to use the Product. Following the upgrade the Customer may use the resulting Product only in accordance with these Terms.
- 3.3. Unapproved copying of the Product is expressly forbidden. If the Customer (or any of its Permitted Users) uses or distributes the Product in breach of these Terms the Customer agrees to indemnify, hold harmless and defend Formpipe Group and its suppliers from and against any claim or lawsuits, including, but not limited to, lawyers' fees, that may arise or result from such unapproved use or distribution.

4. Software updates and new versions

- 4.1. Formpipe will make available Maintenance Releases and New Releases to the Customer.
- 4.2. Installation of Maintenance Releases and New Releases are the responsibility of the Customer and installation is not included in the Support Services or the Support Fees.
- 4.3. Formpipe Group shall support each version of the Product for a period of 12 months following it being made available as a New Release of the Product. However, any changes to the Product that are needed to address a Performance Issue will be made only to the latest version of the Product. Therefore, Formpipe may require Customer to upgrade to the latest version of the Product in order to resolve a Performance Issue from time to time.

5. Hosting

- 5.1. Where the Order states that the Customer has expressly requested the supply of Hosting Services from the Formpipe Group in connection with the Product, the Formpipe Group shall, subject to payment by the Customer of the relevant fees for the Hosting Services as specified in the Order ("**Hosting Fees**"), provide the Hosting Services to the Customer as more particularly detailed in, and subject to the terms set out in, **Appendix 1**.
- 5.2. For the avoidance of doubt, in the absence of any express request from the Customer in an Order for the supply of Hosting Services by the Formpipe Group, no Hosting Services will be provided by the Formpipe Group in respect of the Product.

6. Support

- 6.1. Where the Order indicates that the Customer has expressly requested the supply of Support Services

directly by the Formpipe Group in connection with the Product, the Formpipe Group shall, subject to payment by the Customer of the relevant fees for the Support Services as specified in the Order ("**Support Fees**"), provide the standard Support Services to the Customer as more particularly detailed

6.2. in, and subject to the terms set out in, **Appendix 2**.

6.3. For the avoidance of doubt, in the absence of any express request from the Customer in an Order for the supply of Support Services by the Formpipe Group, no Support Services will be provided by the Formpipe Group in respect of the Product.

7. Information, data and Customer Materials

7.1. If the Customer (or its Permitted Users) uploads any information, data or other materials into the Product ("**Materials**"), the Customer must ensure it has all necessary rights, permissions and consent to upload the Materials and the Customer must ensure that all of the Materials comply with all laws and regulations and do not infringe any third party's intellectual property rights and are not defamatory, unreliable or misleading or otherwise objectionable.

7.2. Except as permitted below, neither party shall (and the Customer shall procure that no Permitted User shall) provide or disclose to any third party any information of a confidential nature in any form whatsoever which is disclosed to it by the other party, and will keep such information secure. The Customer acknowledges and agrees that all of the information, data and materials in and relating to and derived from the Product (including, but not limited to, the Product's code, scripts, documentation, appearance, structure and organisation) shall form part of the confidential information of the Formpipe Group which is disclosed by Formpipe Group to the Customer and which the Customer (and its Permitted Users) will treat as confidential and keep secret pursuant to the provisions of this clause 7.

7.3. Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Terms (and shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's information comply with this provision) as if they were a party to these Terms; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority to the extent necessary to comply with such requirement provided that where permitted to do so the party required to make such disclosure promptly notifies and consults with the other party in advance in relation to the timing and content of such disclosure.

7.4. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms.

7.5. The Customer agrees to indemnify us from all claims, actions, proceedings, costs (including, but not limited, to reasonable legal fees), expenses, losses, damages and liabilities arising from a breach of this clause 7.

8. Intellectual Property Rights.

8.1. The Product is licensed, not sold. The Product, including, but not limited to, its code, scripts, documentation, appearance, structure and organization, is a proprietary product of the Formpipe Group and is protected by copyright and other laws. Title to the Product shall at all times remain with the Formpipe Group.

8.2. Any infringement or disregard of the Formpipe Group's rights, including, but not limited to, careless use of the Product which might render copying of the Product possible for third parties, shall be deemed to be a breach of these Terms.

8.3. Neither the Customer nor its Permitted Users shall alter or delete any references concerning rights, trademarks, etc., stated in the Product or on the medium upon which the Product may have been delivered.

8.4. The Customer shall soon as reasonably practicable notify the Formpipe Group of any unauthorised possession, access, use or disclosure of the Formpipe Group's intellectual property rights, and in particular of the Product, and to assist the Formpipe Group if necessary in the defence of its rights.

9. Data Protection.

- 9.1. The Formpipe Group may collect certain information from the computer on which the Product is installed or accessed, including, but not limited to, information regarding the installation of the Product. No personal data pertaining to any individual will be collected. The collected information is necessary in order to optimize the functionality of the Product and to ensure compliance with these Terms. The Formpipe Group does not disclose any collected information unless the Formpipe Group is required to do so in accordance with any applicable law.
- 9.2. Where Formpipe provides Hosting Services or Support Services, the data protection provisions of the relevant Appendix, as applicable, shall apply to the processing of any personal data.

10. No warranty

- 10.1. This Product is being delivered to the Customer AS IS. The Customer acknowledges that, except as expressly set out in these Terms, all warranties, conditions and terms, express or implied, whether by common law, statute, custom, trade usage, course of dealings or otherwise (without limitation as to quality, fitness for purpose, performance or suitability for purpose) in connection with the Customer's or its Permitted Users' use of the Product are hereby excluded to the fullest extent permissible by law.

11. Limitation of liability

- 11.1. Nothing in these Terms shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud or fraudulent misrepresentation.
- 11.2. Formpipe Group shall not be liable in any circumstances for any pure economic loss (including, but not limited to, lost profits or lost savings), loss of data, damage to records or data, loss of business or goodwill, or any indirect, special, incidental or consequential loss or damage (which for purposes of these Terms shall be deemed to include, but not be limited to, loss as a consequence of any other kind of business interruption) arising out of the use of the Product or any inadequate or faulty program performance or services connected thereto even if Formpipe Group was advised of the possibility of such losses and regardless of whether the cause of action is in contract or otherwise, or for any claim by any third party. Accordingly, the Customer cannot claim, demand or seek recovery from Formpipe Group for any of the foregoing losses and Formpipe Group will not indemnify you for such claims. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to the Customer.
- 11.3. In all and any event no matter the circumstances, the total liability of Formpipe Group for loss or damage shall not exceed the amount of the Fees paid by the Customer for the Product.
- 11.4. Formpipe Group shall have no liability for any defects: (i) not related to the Product or caused by third party software, applications, networks or environments (ii) caused by the integration of or interaction between the Product and the Customer's own hardware and software environment; or (iii) used outside the permitted scope set out in these Terms or the purpose for which the Product is designed.
- 11.5. In the event that the Customer modifies or arranges to have the Product modified, the Customer shall assume full liability and shall have no claim against Formpipe Group for such modifications and any consequences hereof in relation to the Product, irrespective of the circumstances.

12. Fees

- 12.1. The License Fees for the Product and any other applicable fees payable by the Customer for services provided by the Formpipe Group under these Terms (including, but not limited to, any Support Fees or Hosting Fees as applicable) shall be as set out in the Order ("**Fees**").
- 12.2. Where specified in the relevant Order, the Customer shall pay the Fees in the currency quoted, to the Formpipe Group's Authorised Partner in the manner specified in that Order. In all other cases, the Customer shall pay the Fees direct to the Formpipe Group by bank transfer to such account as is notified by the Formpipe Group to the Customer.
- 12.3. Unless otherwise specified in the relevant Order, all payments to be made by the Customer under these Terms shall be paid within thirty (30) days of receipt of an invoice for the same from the Formpipe Group (or the Authorised Partner on the Formpipe Group's behalf).
- 12.4. At its sole discretion, Formpipe may increase all Fees on an annual basis by 3% or by the same percentage increase at which the equivalent Consumer Price Index for the first month of each successive year increases when compared to the said Consumer Price Index for the first month of the

previous year whichever is the greater (the CPI Index will be as determined by the governing law of these Terms as set out in clause 14.8).

12.5. Payment obligations under these Terms are non-cancellable, and Fees paid are non-refundable. All amounts shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding.

12.6. Taxes

The Fees are exclusive of all applicable taxes, levies or duties imposed by taxing authorities, including without limitation value-added and withholding taxes, and the Customer shall be responsible for payment of all such taxes, levies or duties, excluding only taxes based on Formpipe's income. If the Customer is required by law to make any deductions or withholdings from payments to Formpipe, the Customer shall pay such additional amounts to Formpipe as may be necessary to ensure that the actual amount received by Formpipe after deduction or withholdings (and after payment of any additional taxes due as a consequence of such additional amount) shall equal the amount that would have been payable to Formpipe if such deductions or withholdings were not required. The Customer shall indemnify and hold Formpipe and its Affiliates harmless from and against any claims, liabilities, or expenses (including any interest or penalties) arising out of the Customer's failure to withhold or timely remit such taxes to the proper governmental authority.

13. Term and Termination

13.1. The license granted by the Formpipe Group to the Customer under these Terms will commence when the Customer signs the Order or accesses or installs or uses the Product (whichever is earlier). The license shall continue and remain in force for the initial subscription period as specified on the Order form unless terminated in accordance with clause 13.2 for the initial subscription period specified thereafter shall automatically renew for subsequent period of twelve (12) months (subject to payment of the applicable License Fee) unless the Customer gives the Formpipe Group not less than ninety (90) days' written notice of its intention to terminate its subscription for the Product prior to the end of the initial or any subsequent renewal period (the "**License Period**").

13.2. The Formpipe Group may terminate the license granted to the Customer under these Terms immediately if the Customer:

13.2.1. (or its Permitted Users) materially fails to comply with these Terms;

13.2.2. fails to pay the agreed License Fee by the specified due date for payment; or

13.2.3. comes under the control of a direct competitor of the any member of the Formpipe Group; or

13.2.4. (or its Permitted Users) infringes the Formpipe Group's intellectual property rights.

13.3. Following termination of the license granted under these Terms the Customer (and its Permitted Users) must cease all use of the Product immediately.

14. General Provisions and Governing Law.

14.1. The Formpipe Group may conduct audits solely in relation to the Customer's use of the Product in accordance with these Terms and the Customer shall provide reasonable assistance to enable the Formpipe Group to access the information in the course of such audit.

14.2. Any consent to or waiver of any provision or breach shall not constitute a consent to or a waiver of such provision or breach in the future. No failure or delay by the Formpipe Group in exercising any right, power or remedy shall be considered a waiver of the same.

14.3. If any provision or provisions of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.4. Upon notice, any member of the Formpipe Group may assign or transfer this Agreement to any of its Affiliates in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

14.5. Formpipe Group may, in its sole discretion, subcontract any of its obligations under this Agreement by or through third parties.

14.6. Formpipe Group shall remain responsible to the Customer for the performance of any subcontracted service obligations.

14.7. These Terms will not be enforceable by any person not a party to them.

14.8. These Terms, and any dispute or claim arising out of or in connection with these Terms (including, but not limited to, non-contractual disputes or claims), shall be governed by and construed in accordance with the laws and subject to the jurisdiction of the courts set out in the table below, as determined by the location of the Customer:

Customer Location	Governing Law
UK or any other country or region not specifically listed in this table	England and Wales
Europe (excluding Germany),	Sweden
Germany	German
US & Canada	Laws of the State of Delaware

Appendix 1 – Formpipe Hosting Services

Where the Customer has opted in the Order to receive Hosting Services from the Formpipe Group in respect of a Product, the following additional terms and conditions shall apply in relation to those Hosting Services.

1 Definitions

In this Appendix the following definitions shall apply:

“**Availability**” means the time, expressed as a percentage of total period of elapsed time, during which the Product is available to the Customer via the Platform, such that the Customer can detect and access the Product. This excludes scheduled downtime for maintenance, interruptions or service failure caused by connectivity services provided to the Customer by a third party and interruptions or failure caused by the Customer, its employees, agents or sub-contractors;

“**Data Controller**” means a natural or legal person, public authority, agency, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data;

“**Data Processor**” means a natural or legal person, public authority, agency, or any other body who processes Personal Data on behalf of the Data Controller;

“**Data Subject**” means an identified or identifiable natural person;

“**Hosting Partner**” means the entity supplying the hosting services to Formpipe as specified by Formpipe from time to time;

“**Hosting Period**” means the period for which the Formpipe Group will provide the Hosting Services as set out in the applicable Order; and

“**Personal Data**” means any information relating to a Data Subject transferred to and processed by the Formpipe Group on behalf of the Customer.

2 Infrastructure and Server Monitoring

- 2.1 Formpipe hosts the Product within the Microsoft Azure infrastructure and using the Microsoft Data Centre in Western Europe. The Product is hosted using a Microsoft Azure subscription with a production level SLA with Microsoft. Guaranteed uptime of the infrastructure is the same as Microsoft guarantees for the respective Azure services used. Monitoring will be provided by Formpipe to ensure the Platform is running and operational within the infrastructure.
- 2.2 The Customer acknowledges that the provision of support for the Platform is dependent upon and subject to the support provided by the Hosting Partner to Formpipe.

3 Availability and downtime

- 3.1 Formpipe warrants that it will use all commercially reasonable endeavours to make the Platform available at a minimum level of 99% Availability in a 30-day period.
- 3.2 Scheduled downtime is maintenance work which may be carried out by the Formpipe Group outside normal working hours. All scheduled downtime will be notified to the Customer via email at least 48 hours prior to the maintenance being carried out.
- 3.3 Where, in the Formpipe Group’s reasonable opinion, an emergency situation exists, the Formpipe Group also reserves the right to carry out emergency maintenance at any time, and outside the normal notification process. The Customer will be informed by email in the event emergency

maintenance has to be carried out.

4 Customer responsibilities

- 4.1 The Customer shall ensure that it at all times maintains an internet connection with sufficient speed and quality to enable access to the Product via the Platform. Formpipe has no obligation to provide support, and the Customer shall ensure that Permitted Users do not call Formpipe help desks, in respect of issues relating to the availability of the Customer's internet connection or the Customer's internet browsers or anti-virus software.

5 Acceptable use

- 5.1 The Customer shall not (and shall procure that its Permitted Users shall not):
- 5.1.1 use the Platform in any way prohibited by law, regulation, governmental order or decree; to send spam or otherwise duplicative or unsolicited messages, or to distribute malware;
 - 5.1.2 use the Platform to send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or which violates the privacy rights of individuals;
 - 5.1.3 interfere with or disrupt the integrity, security or performance of the Platform or the data contained therein; or
 - 5.1.4 attempt to gain unauthorised access to the Platform or its related systems or networks.

6 Data Protection

- 6.1 Clause 8 of the Terms shall not apply where the Formpipe Group is providing Hosting Services to the Customer.
- 6.2 The Formpipe Group takes its responsibilities in relation to Personal Data seriously. It does not, as a matter of course, view the Personal Data of the Customer or any Data Subjects. In the event that the Formpipe Group is required to resolve a fault, it is unlikely that the Formpipe Group will view the Personal Data and will instead have access only to the fields of data.
- 6.3 The Customer consents to the Formpipe Group using, processing, transmitting and/or subcontracting the processing of the Personal Data during the Hosting Period plus any post termination period during which the Formpipe Group provides the Customer with the ability to access any of the Personal Data, all as set out in this clause.
- 6.4 The Customer is a Data Controller in respect of the Personal Data and appoints the Formpipe Group to act as its Data Processor for the purpose of providing the Hosting Services. The Formpipe Group shall:
- 6.4.1 process the Personal Data only to the extent necessary to provide the Hosting Services and in accordance with the Customer's written instructions, unless the Formpipe Group is required by law to process the Personal Data other than in accordance with the Customer's instructions;
 - 6.4.2 implement the technical and organisational measures set out in its Privacy and Security Policy referred to in clause 6.5 of this Appendix 2 to ensure a level of security appropriate to the risks that are presented by processing the Personal Data;
 - 6.4.3 ensure that any employees or other persons authorised to process the Personal Data are subject to appropriate obligations of confidentiality;
 - 6.4.4 if so requested by the Customer, use reasonable endeavours to assist the Customer if it receives a request for information from a Data Subject or regulator, taking into account the nature of the processing and the information available to the Formpipe Group;
 - 6.4.5 notify the Customer, as soon as reasonably practicable, about any request or complaint received from a Data Subject and assist the Customer, insofar as possible, in fulfilling its obligations in respect of such requests and complaints;
 - 6.4.6 deal with any Personal Data breach in accordance with clause 6.9 of this Appendix 2; and

- 6.4.7 on termination or expiry of the Hosting Period, all Personal Data shall be dealt with in accordance with clause 9.3 of this Appendix 2.
- 6.5 The policy adopted by the Formpipe Group regarding Personal Data and security is set out in its privacy and security policy (“**Privacy and Security Policy**”). The Privacy and Security Policy is subject to change at the discretion of the Formpipe Group, however any such policy change will not result in a material reduction in the protection provided in respect of the Personal Data of the Customer. The Formpipe Group shall inform the Customer of any changes made to the Privacy and Security Policy. This Appendix 2 and the Privacy and Security Policy set out the technical and organisational measures that the Formpipe Group has implemented for the processing of Personal Data on behalf of customers. These measures are intended to protect the Personal Data against unauthorised processing and accidental or unauthorised loss, destruction of, or damage to, Personal Data.
- 6.6 The Formpipe Group assumes no responsibility whatsoever for the actions and/or inactions of (i) Customer, its Affiliates’, the Permitted Users or agents and contractors or (ii) any third party except for the Formpipe Group and/or any of its subcontractors.
- 6.7 In order to provide the Hosting Services in accordance with these Terms, the Customer acknowledges and agrees that the Formpipe Group may transfer the Personal Data outside the country in which the Customer is located unless the parties have agreed otherwise. In countries that do not provide for an adequate level of statutory data protection, the Formpipe Group will ensure that Personal Data remains protected by use of contractual safeguards, such as the EU model clauses, if and as required per the data protection law applicable to the Personal Data.
- 6.8 The Customer agrees that the Formpipe Group may engage third party service providers, which, as part of the third party service provider’s role, will process Personal Data (“**Third Party Service Providers**”). The Hosting Partner is one such Third Party Service Provider. Formpipe shall ensure that Third Party Service Providers will process Personal Data only for and on behalf of the Customer and only on the same terms as the Formpipe Group is permitted to do so, and that they will have adequate technical and organisational measures in place to protect the Personal Data against unauthorised processing and accidental or unauthorised loss, destruction, and damage, if and as required per the laws applicable to the Personal Data.
- 6.9 If the Formpipe Group becomes aware of any unlawful access to any Personal Data stored on the Platform resulting in loss, disclosure or alteration of the Personal Data (each a “**Security Incident**”), the Formpipe Group will promptly:
- 6.9.1 notify the Customer of the Security Incident;
 - 6.9.2 investigate the Security Incident and provide the Customer with detailed information about the Security Incident; and
 - 6.9.3 take reasonable steps to mitigate the effects and to minimise any damage resulting from the Security Incident.
- Any notification of a Security Incident will be delivered by a means selected by the Formpipe Group including via telephone or email. Any notification of a Security Incident by the Formpipe Group is not an acknowledgement by the Formpipe Group of any fault or liability with respect to the Security Incident.
- 6.10 Customer shall (i) have sole responsibility for the accuracy, quality, integrity, legality and reliability of Personal Data and of the means by which it acquired Personal Data; and (ii) ensure that data processing instructions given to the Formpipe Group are in accordance with applicable data protection laws. The Customer shall undertake any registrations or notifications required by applicable data protection laws and provide any notice and obtain any consent related to its use of the Platform and the provision of the Hosting Services by Formpipe, including those related to the collection, use, processing, transfer and disclosure of Personal Data.
- 6.11 The Customer shall defend and indemnify the Formpipe Group against any claim made or brought against Formpipe by a third party alleging facts that, if true, would constitute a violation by the

Customer of its obligations as Data Controller under applicable data protection laws.

7 Analytics

- 7.1 The Formpipe Group may analyse statistics and other information related to the performance, operation and use of the Platform and use of support data in aggregated form for security and operations management and for statistical analysis to improve the solutions offered by the Formpipe Group.

8 Disclaimers

- 8.1 The Customer acknowledges that: (a) the Formpipe Group does not control the transfer of data over the internet or any other communications services and the provision of the Cloud Services may be subject to limitations and delays; (b) access to the Hosting Services may not be uninterrupted; and (c) that the Formpipe Group has no responsibility for support for the Product in connection with the provision of Hosting Services.
- 8.2 The exclusion of warranties in clause 9 of the Terms shall also apply in connection with the Customer's use of the Hosting Services.

9 Term and termination

- 9.1 The Formpipe Group shall provide the Hosting Services for the Hosting Period.
- 9.2 The Formpipe Group may terminate the Hosting Services in the circumstances set out in clause 12.2 of the Terms (save that the reference to License Fees in that clause shall be read as a reference to Hosting Fees).
- 9.3 Upon termination, the Customer's right to access or use the Platform ceases. Upon written request by the Customer made no later than ninety (90) days after the effective date of termination, the Formpipe Group will make available in a secure manner to the Customer for download a file of any Personal Data in text format along with the attachments in their native format. After such ninety (90) day period, the Formpipe Group shall have no obligation to maintain or provide any Personal Data and shall thereafter, unless legally prohibited, be entitled to, delete all Personal Data in stored on the Platform or otherwise in its possession or under its control.

10 General

- 10.1 The Formpipe Group shall not be responsible for any failure or delay of performance under this Appendix if caused by an act of war, hostility, or sabotage; an act of God; pandemic; electrical, internet, satellite, data transmission, networking infrastructure or telecommunication failure or outage; government restrictions or regulations including sanctions and trade embargos; or any change in law, regulation, industry standard or government order or direction; or any other event outside its reasonable control. If such event continues for more than thirty (30) days, either party may terminate the Hosting Services upon written notice to the other.
- 10.2 The Formpipe Group may provide additional terms or update the terms of this Appendix ("**Amendment**") in the following circumstances: (a) the Hosting Partner changes; or (b) the Formpipe Group or the Hosting Partner becomes subject to government regulation, obligations or requirements, provided always that such Amendments shall not materially reduce the scope of the Hosting Services provided and at least thirty (30) days' written notice is provided to the Customer. In addition, the Formpipe Group may, upon providing Customer with at least ninety (90) days' notice, terminate the provision of Hosting Services where a current or future government requirement or regulation subjects the Formpipe Group or its Hosting Partner to any regulation or requirement not generally applicable to the type of Hosting Services provided by the Formpipe Group or the Hosting Partner to their respective customers, presents a hardship for the Formpipe Group to continue operating or causes the Formpipe Group to believe these Terms are in conflict with such requirement or regulation.

Personal Data Record of Data Processor

Subject Matter	In the course of providing the Services to Customer, Formpipe may be exposed to Customer's Customer data on an occasional basis.	
Customer's Customer Data	<p>Customer may, in its sole discretion, authorise Formpipe to temporarily access Customer's Customer Data on an occasional and case-by-case basis if such access is required to solve a Fault or other issue relating to the Software. In such a case, Formpipe shall only have access to the Customer's Customer Data that is strictly required for the purpose of solving the Fault or other issue relating to the Software and shall be subject to continuous monitoring by Customer for the entire duration of Formpipe's intervention,</p> <p>Formpipe shall never be allowed to record and/or retain in any way any Customer's Customer Data. Formpipe acknowledges that if it is granted access to Customer's Customer Data, data protection and confidentiality laws may apply, in addition to Data Protection Legislation "Customer's Customer Data" shall mean any data pertaining to Customer's existing customers, ex-customers and potential customers.</p>	
Data Retention	N/A	
Nature & Purpose of the Processing	<p>Formpipe has provided document formatting and archiving tools on premise to Customer. The Software takes data from Customer Software (e.g. Customer statements, confirmations and letters) and formats the data into customer facing documents. These documents are then routed to be printed, emailed and/or archived. Documents are also scanned by Customer and archived.</p> <ul style="list-style-type: none"> Any occasional processing of Personal Data by Formpipe is conducted and accessed on site at Customer or remotely via a Customer controlled VPN and is not processed by Formpipe at any other time. The only exception to the above situation would be for specific issues that are not evident in the test data system that might involve working with Personal Data off-site at Customer request. This data would only be processed as long as necessary to identify and fix the issue or complete a task before being erased. This off-site processing might also involve the migration of meta-data and files from one archive version or system to another. 	
Categories of Data Subjects	Customer's (i) existing customers; (ii) ex-customers; (iii) potential customers; and (iv) employees.	
	Demographic Data	name, gender, date of birth, age, nationality

Types of Personal Data (i.e. any information relating to an identified or identifiable person)	Contact Details	home/work landline phone number, personal/work mobile, home/work postal address, personal/work email address
	Financial Data	Account numbers e.g. bank account number, credit card number
	Digital Identifiers	[e.g. IP Address, MAC Address, X/Y Geographic Coordinate, meta data]
	Social Media	[e.g. Twitter Account, URL Facebook, URL LinkedIn, URL Pinterest, URL Instagram]
	Special Data	[e.g. data relating to racial or ethnic origin, political, religious or, philosophical belief, trade union membership, health, sexual life or orientation, genetic or biometric data]
	Criminal Offences/Convictions	[•]
	Government Identifiers	[e.g. passport number, personal public service number, driver's licence, income tax number]
	Other	[•]
Recipients of the Personal Data	Formpipe Business Solutions and Support and Delivery, Projects and Development staff	
Data Transfers	Data is only transferred to Formpipe for the purposes of providing the Services. Preferred method of transfer is via FTPS. Files will be secured.	
Security Measures	As detailed in the Security Policy of ISO 27001	
Other	Formpipe is ISO 27001 certified (certificate number 215763).	

List of technical and organisational measures,

The Data Protection Legislation requires companies to employ appropriate organisational and technical measures to ensure the protection of personal information.

Formpipe is ISO 27001 certified (Certificate Number: 215763) and takes Data Protection extremely seriously. Formpipe has a complete documented ISMS and a robust set of policies and procedures that help to protect and secure its data and infrastructure.

Access Control

- Access to the Formpipe premises is restricted using electronic key cards. Visitors must wear ID badges and are accompanied at all times
- Secure areas are accessed only by authorised personnel with specific key cards
- CCTV is in operation at access points to the offices/and or building.
- Internet access to the Formpipe premises is protected by an enterprise level firewall
- Access to the internal network is restricted to Formpipe staff. Visitors can only access a guest network
- Formpipe has a clear desk, clear screen policy
- Data is classified and access is restricted where necessary
- Remote (VPN) access utilises two-factor authentication
- All network traffic utilises TLS
- Annual penetration tests are performed by CREST qualified external consultants

Passwords and Encryption

- Formpipe uses full disk encryption on computers
- Formpipe forces the use of strong, complex passwords
- Passwords are changed in line with our ISMS guidance requirements

Antivirus

- Formpipe uses anti-virus/anti-malware software on all computers

Asset Management

- Formpipe has a clear policy on the acceptable use of assets

Secure Disposal

- Formpipe employs certified third parties for disposal of documents and devices

Staff Awareness

- All staff are regularly updated with the requirements of the Formpipe ISMS and understand their responsibilities and obligations regarding data security and the Data Protection Legislation
- All staff undergo regular ISO 27001 refresher training

Recruitment and HR

- Staff are screened and suitable background checks are performed and references taken where applicable
- Staff contracts have Confidentiality and Non-Disclosure clauses

Change Management

- Formpipe has a robust change management procedure that tests, approves and monitors all changes to information assets
- Risk assessments are performed before any major change or system acquisition

Backup and Recovery

- Formpipe has a backup procedure that is tested regularly in line with our ISMS policy
- Backups are encrypted and stored in line with our ISMS policy

Appendix 2 – Support Services

Supplied Directly Only