

# VASION

## MASTER SOFTWARE LICENSE AGREEMENT

PrinterLogic, Inc. dba VASION  
432 S Tech Ridge Dr.  
St. George, UT 84770

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  - 2.1. Licensee may use the Software only in accordance with Licensing Key Code on approved systems.
  - 2.2. Software is licensed as is and its component parts may not be separated.
  - 2.3. For clients that have purchased a Vasion hosted solution the term of use is based on the contract term paid for by the client.
  - 2.4. Neither the software nor the rights granted hereunder may be resold, sub-licensed, assigned, leased, lent, or rented, whether for value or otherwise.
  - 2.5. The Licensee agrees that it will not, directly or indirectly, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code from the Software.
  - 2.6. The software shall not be installed by any 3<sup>rd</sup>-party company that has not purchased the software from Licensor or one of Licensor’s approved partners. Any breach of this condition will void all subscription and support contracts immediately.
  - 2.7. Licensee, its employees, agents and contractors agree to be bound by the terms of this License Agreement.
  - 2.8. The proprietary rights legends (i.e., logo, decal or imprints) contained on and in the Software shall not be removed or edited.
3. **INTELLECTUAL PROPERTY RIGHTS:** Licensee acknowledges that Licensor is the owner of, and retains title to, all proprietary and intellectual property rights in and to the Software, including copyrights, trade secrets, trademarks, and know-how.
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4. **LIMITED WARRANTY:** The warranties specifically granted in this Agreement are in lieu of all other warranties, expressed or implied, including but not limited to implied warranties of

merchantability, fitness for a particular purpose. Licensor warrants that the software will perform in accordance with the software specifications for a period of 90 days. Licensor reserves the right to repair the defect or replace the defective product. The 90-day Warranty is only applicable for accounts that do not purchase an annual subscription and support contract at initial time of purchase. The 90-day Warranty excludes damage or failure resulting from abuse, misuse, alteration, unauthorized modification, acts of nature or disaster, or unauthorized repair or installation. Licensor does not warrant that the operation of the Software will be uninterrupted or error free or that the Software is not vulnerable to fraud or unauthorized use.

- 4.1. Being cognizant of the Product Technical Specifications, Licensee agrees the equipment, its components, and software system(s) have been selected and agreed on by the Licensee.
- 4.2. This Warranty will not apply if changes to the Product Description and Specifications are made by third parties or software provided by third parties.
5. **LIMITATION OF LIABILITY:** If Licensor determines a reported problem is not covered by Warranty including but not limited to: improper installation, configuration, or use of software; improper installation configuration, or equipment malfunction of a computer system running the software; or an equipment malfunction of equipment not provided by Licensor, the Licensee agrees to reimburse Licensor for all time, materials, and expenses advanced investigating such problem.
  - 5.1. In the event the exclusion of implied warranties does not apply and in the event of a breach of such warranties, Licensor's entire liability and your exclusive remedy shall be, at Licensor's option, either: (a) return of the price paid (if any); or (b) repair or replacement of the software returned to Licensor with a receipt. To the maximum extent permitted by applicable law, in no event shall Licensor be liable for any special incidental, indirect, or consequential damages (including, but not limited to, damages for loss of business profits, business interruption, loss of business information, or any other financial loss arising out of the use or inability to use the Software or the provision of or failure to provide Support Services even if Licensor or an authorized agent thereof had been advised of the possibility of such damages.
  - 5.2. Licensee is responsible to maintain at all times one full backup of all data stored in VASION on-premise solutions. We also recommend that the licensee keep an additional 7-14 days of incremental backups for all data stored in VASION. We also recommend backing up the Microsoft SQL Database that contains all index and auditing data that relates to the information stored in VASION. Licensee is solely responsible for all backup, disaster recovery and business continuity decisions made.
  - 5.3. Licensee is solely responsible for restoring any accidentally deleted or corrupted files from their data backups. Clients that have a valid annual support and subscription contract can open a support ticket to get assistance in restoring deleted or corrupt files. Licensee may need to purchase additional support hours if current bank of hours has been exhausted.
  - 5.4. Licensee is solely responsible for safeguarding usernames and passwords for their user community. All users must properly log off any of the VASION applications to prevent unauthorized access.
6. **TERMINATION:** Without prejudice to any other rights, Licensor may terminate this Agreement if the Licensee fails to comply with the terms and conditions thereof within (30) days after notice of breach. In such event, the Licensee agrees to cease use of, uninstall, and destroy all copies of the software. Further, Licensee will provide to Licensor within (30) days written certification by an officer that software is no longer in use on any system and that all copies have been removed and destroyed. For Vasion Hosted clients all data will be deleted off Vasion servers within 7 days of non-payment or expired term. Data export charges will apply for all Vasion clients that have more than 100 GB of data.
7. **ADDITIONAL SOFTWARE/SERVICES.** The terms hereof apply to the Software and to any upgrades, supplements, add-on components, or Internet-based services components of the Software, if any ("Supplemental Components"), that Licensor may provide to Licensee or make available to Licensee for purchase after the date of this Agreement unless other terms are provided along with such Supplemental Components. If other terms are not provided along with such Supplemental Components, then such Supplemental Components shall be deemed a part of the Software licensed hereby and all of the terms and conditions hereof shall apply to the Supplemental Components, including ALL DISCLAIMERS, LIMITATIONS ON DAMAGES, AND SPECIAL PROVISIONS PROVIDED HEREIN AND/OR OTHERWISE PERTINENT TO THE SOFTWARE.

8. DATA PROTECTION. To the extent the General Data Protection Regulations (the "Directive") are applicable, Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of (the "Directive") where applicable.
- 7.1 For the purpose of this clause 'data controller', 'data processor', 'data subject', 'Information Commissioner', 'personal data', and 'processing' shall have the meanings given to them in the Directive.
- 7.2 The parties agree that you are the data controller in respect of any personal data that Licensor processes in the course of providing services for you (other than business contact data processed by the Licensor to allow it to manage your account), and that Licensor is the data processor of said personal data.
- 7.3 Further, the parties agree that you are the Data Exporter and Licensor is the Data Importer as defined within the standard contractual clauses as amended and set forth in **Exhibit A** below, and the parties agree to the terms and conditions of the said standard contractual clauses.
9. GENERAL: The terms of this Master Software License Agreement shall govern the license and use of the software by the Licensee. The Licensee agrees that this Agreement is the complete and sole statement of the agreement between Licensor and the Licensee and supersedes both all representations made in respect to the software and all other agreements (whether written or oral) relating to the subject matter in this Agreement.
- 9.1. U.S. GOVERNMENT RESTRICTED RIGHTS: The Software is subject to certain export restrictions of the United States Government. If you are (i) in a country to which export from the United States is restricted for anti-terrorism reasons, or a national of any such country, wherever located, (ii) in a country to which the United States has embargoed or restricted the export of goods or services, or a national of any such country, wherever located, or (iii) a person or entity who has been prohibited from participating in United States export transactions by any agency of the United States Government, then you may not access or use the Software. By accepting this License, you warrant and represent to Licensor that (1) none of the criteria set forth in (i), (ii), or (iii) above apply to you, (2) that you shall not export or re-export Software to any country, person, or entity subject to U.S. export restrictions, including those persons and entities that match the criteria set forth in (i), (ii), or (iii) above, and (3) that neither the United States Bureau of Industry and Security, nor any other U.S. federal agency, has suspended, revoked, or denied your export privileges.
- 9.2. EXPORT LIABILITY ASSURANCES. You agree and certify that the Software shall not be exported outside the United States except as authorized and permitted by the laws and regulations of the United States. If the Software has been rightfully obtained by you outside the United States, you agree that you shall not re-export the Software except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software.
- 9.3. HEADINGS; SEVERABILITY; WAIVER; AMENDMENT; ASSIGNMENT. The headings of the Sections and subsections hereof are for convenience of reference only and shall not be of any effect in construing the meanings of any Section or provision hereof. If any provision hereof (or part thereof) is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision (or part thereof) shall be deemed deleted from this EULA, while the remaining provisions hereof shall continue in full force and effect. No failure or delay by Licensor in exercising any right, power or remedy hereunder shall operate as a waiver of any such right, power, or remedy, nor shall any single or partial exercise of such right, power, or remedy by Licensor preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable law. This EULA may only be amended in a writing executed by Licensor and you, specifically setting forth such amendment. You may not assign, sublicense, or transfer this EULA or any rights or obligations hereunder without the prior written consent of Licensor. Any such attempted assignment, sublicense, or transfer shall be null and void. Licensor may terminate this EULA in the event of any such attempted assignment, sublicense, or transfer upon written notice to you.
- 9.4. CONSTRUCTION; FORCE MAJEURE. In the event an ambiguity or question of intent or interpretation arises, this EULA shall be construed as if drafted jointly by the

parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of the provisions hereof. If Licensor is unable to perform its obligations due to reasons beyond its reasonable control, then Licensor's performance shall be excused and the time for performance extended for the period of delay due to such occurrence.

- 9.5. GOVERNING LAW; SUBMISSION TO JURISDICTION. This EULA shall be governed by and construed under the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. By entering into this EULA, you irrevocably submit yourself and your principals individually to personal jurisdiction in courts of the State of Delaware and agree that jurisdiction for any dispute shall be solely within the State of Delaware.
- 9.6. NOTICES. Specific notices applicable to users of the Software, technical support, system security and other account notices will be given by electronic mail to the email address on record in Licensor's account information. All legal or dispute-related notices will be sent by first class mail or express delivery, if to Licensor, attention Licensor Legal Department, at 432 S Tech Ridge Dr, St. George, UT 84770, U.S.A., and if to you, to your account representative and address on record in Licensor's account information, or such other addresses as either Party may designate in writing from time to time.

<b>PrinterLogic, Inc. dba Vasion</b>	<b>Licensee</b>
<b>Date</b>	<b>Date</b>
<b>Printed Name</b>	<b>Printed Name</b>
<b>Title</b>	<b>Title</b>
<b>Signature</b>	<b>Signature</b>

**EXHIBIT A**

(Amended) Standard contractual clauses—controller to processor

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization: the individual or entity that is a recipient of VASION's service as described on the applicable invoice or order form, or otherwise provided to said individual or entity under any trial period. (the data **exporter**)

And

Name of the data importing organization: PrinterLogic, Inc. trading as VASION

Address: 432 S Tech Ridge Dr, St. George, UT 84770

Tel: (435) 652-1288 e-mail: legalteam@printerlogic.com

Other information needed to identify the organization: [www.vasion.com](http://www.vasion.com)

(the data **importer**)

each a 'party'; together 'the parties',

**HAVE AGREED** on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

## 1 Definitions

For the purposes of the Clauses:

(a) '**personal data**', '**special categories of data**', '**process/processing**', '**controller**', '**processor**', '**data subject**' and '**supervisory authority**' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) '**the data exporter**' means the controller who transfers the personal data;

(c) '**the data importer**' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) '**the sub-processor**' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) '**the applicable data protection law**' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) '**technical and organizational security measures**' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## 2 Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

## 3 Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to

(e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

**3.** The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

**4.** The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

#### **4 Obligations of the data exporter**

The data exporter agrees and warrants:

**(a)** that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

**(b)** that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

**(c)** that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

**(d)** that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

**(e)** that it will ensure compliance with the security measures;

**(f)** that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

**(g)** to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

**(h)** to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2 and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

**(i)** that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

**(j)** that it will ensure compliance with Clause 4(a) to (i).

#### **5 Obligations of the data importer**

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
  - (ii) any accidental or unauthorized access; and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter once in any twelve month period to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the appropriately professionally qualified and sufficiently competent personnel of data exporter or [an inspection body composed of independent members] in possession of the required professional qualifications bound by a duty of confidentiality (which the importer may require to be made directly with it), selected by the data exporter, where applicable, in agreement with the supervisory authority. The parties agree that (i) where the data importer has achieved relevant certification it shall be permitted to substitute evidence of such certification in place of the requirement to submit to an audit under this clause and (ii) where the data importer has already undergone an audit within the previous three (3) year period then it shall be permitted to provide a copy of the resulting report to the data exporter as evidence of its compliance with the relevant data protection laws. The foregoing is subject to the provision that any resulting report shall be maintained as strictly confidential, an original copy is promptly provided to the importer by or on behalf of the exporter and all intellectual property rights in the report and its contents shall be deemed to be those of the importer.
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter of the nature of any sub-processing and will make available to the data exporter notification of any changes to such sub-processors on its website (the data exporter hereby consents to such sub-processing rights and notification obligations);
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly on request a redacted copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

## **6 Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or

sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

## **7 Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

## **8 Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

## **9 Governing law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

## **10 Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.



## **11 Sub-processing**

- 1.** The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
- 2.** The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
- 3.** The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
- 4.** The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

## **12 Obligation after the termination of personal data-processing services**

- 1.** The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
- 2.** The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

## **APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

### **1.) Subject Matter & Duration of the Processing**

The data exporter has contracted with the data importer for certain products and services. In its use of

the products and services the data exporter will upload content which may include personal data into the products and services which will be stored on servers in the country in which the data exporter is located. In accordance with the settings elected by the data exporter and its users, solely at their discretion, the data importer will permit the content including any personal data to be retrieved by the data exporter's users from (i) the data importer's products and services and (ii) via elected third party products and services. The data importer will not access the content, including any personal data, unless access is required for the provision of technical services and is authorized by the data exporter. The content, including any personal data, may be accessed, on the data exporter's request, by the data importer in order to provide technical support services. The personal data will be processed for the duration of the contract for products or services and for a further period of sixty (60) days to allow appropriate time for deletion and any requested return of the data to the data exporter.

## **2.) Data subjects**

The personal data processed concerns the following categories of data subjects: end users of the VASION application which may include employees and other personnel of the data exporter, any other individual whose personal data is contained within the content uploaded to the VASION products and services, solely at the discretion and control of the data exporter or its end users.

## **3.) Categories of data**

The personal data processed may concern the following categories of data: first name, last name, email address, title of printed document, username and password, IP addresses, email senders and recipients, and any other categories of personal data that maybe contained within the content uploaded to the VASION products and services, solely at the discretion and control of the data exporter or its end users

### **Special categories of data**

**The personal data processed may contain the following special categories of data: any category of special data that may be contained within the content uploaded to the VASION products and services, solely at the discretion and control of the data exporter or its end users.**

Data exporter warrants to the Data importer that where consent must be obtained to process the personal data, it has obtained such consent and that it has fully complied with its obligations in this regard.

## **4.) Processing operations**

The personal data processed will be subject to the following basic processing activities: VASION does not access any content including personal data that data exporter uploads to its services and products, except where it is necessary to provide technical support to the data exporter at the data exporter's request. VASION merely offers technologies that its customers can use to store, retrieve, archive, search and share their data as follows.

- a.) Print
  - Auto-populate document OCR zones
  - Store PDF versions of any print job
  - Print directly into digital workflows
  - Assign searchable attributes to printed files
- b.) Storage
  - Search across all storage systems
  - Migrate storage across platforms
  - Encrypt files in transit and at rest
  - Centrally manage content across local & cloud repositories
- c.) e-Signatures
  - Route documents for multiple signers
  - Support internal & external users
  - Make any document digital signature ready with custom zones
- d.) e-Forms
  - Support single & multi-page forms
  - Capture & search data efficiently

- Create forms using drag & drop
  - Integrate forms into workflows & 3<sup>rd</sup> party applications
- e.) Workflows
- Automate manual processes
  - Run workflow activity reports
  - Design workflows code-free
  - Create alerts and workflow notifications
- f.) Capture:
- Automate the data capture process
  - Enable intelligent OCR capture
  - Track document history details
  - Support MFD, mobile & browser-based scanning

## **APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

**1. Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) :** The Services use, or enable VASION's customers to use, industry-accepted encryption products to protect Customer Data and communications during transmissions between a Customer's network and the Services and encryption algorithms will be of sufficient strength to equate to AES, SHA-256 or RSA public key encryption. Hashing

### **2. Liability**

The Parties agree that the following shall supplement their respective liabilities as set out in paragraph 6 of the Standard Contractual Clauses:

If one party is held liable for a violation of the clauses committed by the other party or otherwise suffers any damage resulting from or connected to such violation, defaulting party shall be liable for direct damages, costs, charges, damages, expenses or losses the non-defaulting party has incurred provided that such liability shall be limited to direct damages only (excluding any indirect, exemplary, incidental, special or consequential damages) and shall be limited to a sum equal to the fees paid to VASION by the Customer in the 12 months preceding the occurrence of the event triggering the damages.

Nothing in this paragraph 2 shall be construed so as to limit or restrict the rights of the data subject including the right to compensation to the extent that such restriction is not permitted by the GDPR or these Standard Contractual Clauses.

3. Sole Instructions. Data exporter agrees and confirms that this Agreement, the Standard Contractual Clauses including all Appendices, and the data exporter's configuration for the use of the products and services together constitute data exporter's complete and sole instructions to VASION regarding personal data.

### APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Standard Contractual Clauses (processors).

Data Importer and processor shall comply with all requirements that the General Data Protection Regulation 2016/679 (GDPR) imposes on processors and are collectively referred to as "processor" in this Appendix 3. "Controller" is the data exporter. Without limiting the generality of the foregoing, processor agrees that it

(a) processes the personal data only on the agreed documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; also, the processor shall immediately inform the controller if, in its opinion, an instruction infringes the GDPR, national data protection laws in the EU or other applicable law;

(b) ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) takes all measures required pursuant to Article 32 of the GDPR (security of processing);

(d) respects the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor. Notwithstanding the foregoing:

(i) the data exporter agrees that the data importer shall be free to engage sub-processors in connection with the software services provided that the appointed sub processors fulfil the requirements of the GDPR. Notwithstanding the foregoing the data importer shall publish a list of its current sub processors;

(ii) The data importer shall inform the data exporter of any proposed additions or replacements to the sub processors. Upon such notification, the data exporter shall have 10 days in which to provide the data importer with any detailed and reasonable objection or concern related to data protection that it may have regarding the proposed appointment;

(iii) In the event of such objection the data importer is not obliged to consider or accommodate the data exporter's position but shall permit the data exporter to terminate its services agreement on written notice to the data importer. It is understood and agreed that such right to terminate is the data exporter's sole and exclusive remedy if it reasonably objects to the appointment of a sub-processor;

(v) If the data exporter does not raise any objection or concern within the 10-day period then without limiting any of its rights or remedies under the GDPR it shall be deemed to have consented to such changes; and

(e) taking into account the nature of the processing, assists the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, including, without limitation, right to access, rectification, erasure and portability of the data subject's personal data; (for the avoidance of doubt, processor shall only assist and enable controller to meet controller's obligations to satisfy data subjects' rights, but processor shall not respond directly to data subjects)

(f) assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (Security of personal data) taking into account the nature of processing and the information available to the processor;

(g) at the choice of the controller, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless it is required to retain storage of the personal data;

(h) without limiting the provisions of paragraph 5(f) of Exhibit C the parties agree that the data importer shall in accordance with Article 28 of the GDPR and at the request of the data exporter once in any twelve month period submit its data-processing facilities for audit of the processing activities covered by these Standard Contractual Clauses which shall be carried out by a tier one auditing firm bound by a duty of confidentiality (which the data importer may require to be made directly with it).

The parties agree that (i) where the data importer has achieved relevant certification it shall be permitted to substitute evidence of such certification in place of the requirement to submit to an audit under this clause and (ii) where the data importer has already undergone an audit within the previous three (3) year period then it shall be permitted to provide a copy of the resulting report to the data exporter as evidence of its compliance with the relevant data protection laws. The foregoing is subject to the provision that any resulting report shall be maintained as strictly confidential, an original copy is promptly provided to the importer by or on behalf of the exporter and all intellectual property rights in the report and its contents shall be deemed to be those of the importer.

Any audit that is deemed necessary in accordance with this paragraph shall be subject to:

(i) the data exporter giving the data importer reasonable prior notice of such information request, audit and/or inspection and in any event not less than 10 working days;

(ii) the parties mutually agreeing upon the scope, timing and duration of the audit;

(iii) all parties ensuring that all information obtained or generated by the audit in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by applicable law);

(iv) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to the data importers business, any sub-processors' business and the business of other customers of the data importer; and

(v) paying the data importer's reasonable charges for assisting with the provision of information and allowing for and contributing to inspections and audits.