END USER LICENSE AGREEMENT – UK

IMPORTANT—PLEASE READ CAREFULLY. This End User License Agreement (the "*EULA*") is a legal agreement between PrinterLogic Limited, a legal entity organized under the laws of the England ("*PrinterLogic*") and "*you*", the recipient of PrinterLogic's software product as described on the applicable invoice or order form, or otherwise provided to you under any trial period ("*Trial Period*"), and which includes computer software and may include associated media, printed materials, and online or electronic documentation (the "*Software*"). You and PrinterLogic are referred to individually as a "*Party*" and collectively as the "*Parties*".

BEFORE USING THE SOFTWARE, PLEASE CAREFULLY READ THIS EULA. BY ACCEPTING THIS EULA, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED HEREIN.

1.　　**LICENSE GRANT.** Subject to, and provided that you comply with, all of the terms and conditions hereof, PrinterLogic hereby grants to you and to any of your Affiliates (defined below) who become a party hereto (collectively referred to as "*you*") a non-exclusive, non-transferable, limited, revocable (in case of non-perpetual terms) license to use the Software during the Term (as defined below) (the "*License*").　For purposes of the EULA, the term "*Affiliate*" means any corporation, association or other entity that directly or indirectly controls, is controlled by, or is under common control with you, where "control" means the ownership of the majority of equity and/or voting rights of such corporation, association, partnership, or other entity.　Regardless of the type, size, or medium of the Software and except as otherwise expressly provided herein, the License granted to you hereby entitles you to (i) install, use, access, display, and run one (1) copy of the Software on your server, and (ii) install, access, and maintain one (1) back-up copy of the Software on a backup server.　You agree to be responsible for the acts and omissions of the end users of the Software in breach hereof. PrinterLogic reserves any right not expressly granted to you herein.

2.　　**PRINTER LICENSE COUNT.** Every printer object created in the Software consumes one printer license.　For example, if two (2) printer objects are created for a single physical printer (one for black and white printing and one for color printing) then two (2) printer licenses are consumed. As printer objects are added or removed from the Software, the remaining available license count decreases or increases respectively.

3.　　**TERM AND TERMINATION.** The term of the license granted pursuant to this EULA shall commence upon the earlier of (i) your purchase of the Software, or (ii) your installation of the Software, and shall continue in perpetuity, for perpetual licenses ("*Perpetual License*"), or for the period specified on the invoice executed by both Parties, for subscription licenses ("*Subscription License*"), or until the conclusion of the Trial Period, if applicable (the "*Term*"). PrinterLogic shall have the right to terminate your Subscription license or Trial license rights hereunder immediately (A) in the event that you breach the terms of this EULA and such breach remains uncured for a period of fifteen (15) days after PrinterLogic provides notice to you of such breach, or (B) in the event that you breach the terms of this EULA and PrinterLogic reasonably determines that such breach has or will cause material harm to PrinterLogic.　Upon any such termination, you agree that you will destroy all copies of the Software, including any Supplemental Components (as defined in Section 5 below).

Any use beyond the scope permitted by the EULA without PrinterLogic's granting of appropriate additional rights prior to such use constitutes a breach of contract for which you must pay compensation in accordance with the Software market price in effect at the time of the breach.

4.　　**ADDITIONAL SOFTWARE/SERVICES.** The terms hereof apply to the Software and to any upgrades, supplements, add-on components, or Internet-based services or components of the Software, if any ("*Supplemental Components*"), that PrinterLogic may provide to you or make available to you for purchase after the date of this EULA, unless other terms are provided along with such Supplemental Components.

5.　　**INTELLECTUAL PROPERTY RIGHTS.** The Software including, but not limited to any web pages, images, photographs, animations, video, audio, music test, and applets, is protected by U.S. and foreign copyright laws and international copyright treaties, as well as by other such intellectual property laws and treaties. The Software incorporates various intellectual property rights that may include copyrights, trademarks, patents, trade secrets, and other proprietary rights (collectively, the "*Intellectual Property Rights*"). Although you have been provided with a copy of the Software, PrinterLogic retains all rights, title and interests in and to the computer software comprising the Software and all Intellectual Property Rights embodied therein or related thereto other than the license rights expressly granted to you hereunder.

6.　　**TRADEMARKS.** Notwithstanding anything contained herein to the contrary, you hereby acknowledge PrinterLogic's exclusive right, title and interest in and to all present and future names, service marks, trademarks, copyrights, labels, insignias, slogans, symbols, designs and other characteristics used by PrinterLogic in connection with the sale of the Software (the "*Trademarks*"). As between the Parties, the Trademarks will remain the sole property of PrinterLogic at all times.

7.   PROTECTION AND SECURITY. During the Term and for a period of three (3) years thereafter, each Party agrees to use its best efforts and to take all reasonable steps to safeguard the other Party's confidential information, including, without limitation, the Software and Supplemental Components, to ensure that no unauthorized persons have access thereto and that no unauthorized copy, publication, disclosure, or distribution, in whole or in part, in any form, is made. You acknowledge that the Software contains valuable confidential information and trade secrets of PrinterLogic and that unauthorized use, disclosure and/or copying of the Software would be extremely harmful to PrinterLogic.

8.   NOTICE OF UNAUTHORIZED USE. You agree to notify PrinterLogic as soon as reasonably practicable in writing of the existence of any unauthorized copying, access, disclosure, distribution, possession, modification, transfer, reproduction or other unauthorized use of the Software of which you or your agents or employees become aware.

9.   NO COPIES, TRANSFERS, OR MODIFICATIONS. Only PrinterLogic shall have the right to translate, alter, enhance or otherwise modify the Software or create derivative works thereof. You shall be entitled, without PrinterLogic's authorization, to observe, study or test the functioning of the software in order to determine the ideas and principles which underlie any element of the program if this occurs while performing any acts of loading, displaying, running, transmitting or storing the software which you are entitled to do. **You may only transfer the Software for which you have acquired a perpetual license as a unit, in the event of a sale of all or a substantial part of your assets or a merger and then only pursuant to an irrevocable relinquishing of your own usage rights. Transfer of your license to a third party temporarily or to several third parties is not permitted**. **Backup copies of the Software may be created in the quantity necessary for reasonable data security. Additional copies of the Software or the associated user documentation are only permitted to the extent necessary for use in accordance with all applicable terms and conditions.**

10.   NO REVERSE ENGINEERING. Any recompilation of the Software into other code forms (decompilation) as well as any other method to get access to the program code or the various production stages (e.g. through reverse engineering or disassembling) are only allowed to the extent that they are essential for creating interoperability with other independently-obtained computer programs, and the necessary program code information has not been published or otherwise made available to you (e.g. upon appropriate request to PrinterLogic).

11.   SERVICE-LEVEL AGREEMENTS AND SUPPORT SERVICES. In connection with your licensing of the Software, you will receive the services and support as described in the appropriate PrinterLogic Service Level Agreement applicable to your license of the Software, which is incorporated herewith, and in effect at the time of your purchase.

12.   NO LIABILITY FOR ACTIONS OF THIRD PARTIES. In the event that you were introduced to PrinterLogic or to the Software by someone other than PrinterLogic or your agents (a "*Third Party*"), you hereby agree to the following: (i) PrinterLogic is not responsible and cannot be held liable to you for such Third Party's mistakes, misrepresentations, or other conduct towards you; and (ii) you have done an independent evaluation of the Software, reviewed the manuals, specifications, and other materials provided by PrinterLogic on its website or otherwise, and are not relying on statements by such Third Party regarding the Software.

13.   OWNERSHIP; INFRINGEMENT. PrinterLogic represents and warrants that it is the owner of the entire right, title and interest in and to the Software, and that the use of the Software, as contemplated herein, does not conflict with, misappropriate, or infringe the rights of any third party. No lawsuits or actions have been asserted or are pending, nor has any such action been threatened, against PrinterLogic either (i) challenging or seeking to deny or restrict the use by PrinterLogic of the Software, or (ii) alleging that the use of the Software does or may conflict with, misappropriate or infringe the intellectual property rights of any third party.

14.   INDEMNIFICATION.

(A)   Indemnification by You. You agree to defend, indemnify, and hold PrinterLogic and its affiliates, and the parents, subsidiaries, directors, officers, members, managers, shareholders, employees, and agents of PrinterLogic harmless from and against any and all losses, debts, liabilities, claims, demands, causes of action and expenses (including legal fees and expenses) asserted by third parties arising out of or resulting from the breach by you of any of your representations, warranties, covenants and agreements contained within this EULA provided that PrinterLogic promptly tenders to you the control, defense and settlement of such claim at your expense and with your counsel. PrinterLogic shall cooperate with you at your expense in defending or settling such claim, and PrinterLogic may join in defense with counsel of its choice at its own expense.

(B)   Indemnification by PrinterLogic. PrinterLogic agrees to defend, indemnify, and hold you and your Affiliates, and the parents, subsidiaries, directors, officers, employees, and agents of you, harmless from and against any and all losses, debts, liabilities, claims, demands, causes of action and expenses (including legal

fees and expenses) asserted by third parties arising out of or resulting from (a) the breach by PrinterLogic of any of its representations, warranties, covenants and agreements contained within this EULA, or (b) infringement of a third party Intellectual Property Rights, at PrinterLogic's expense and with PrinterLogic's counsel; provided that, upon receiving written notice of any such claim, you promptly notify PrinterLogic in writing of any such claim. You shall cooperate with PrinterLogic, at PrinterLogic's expense, in defending or settling such claim and you may join in defense with counsel of your choice at your own expense. If the Software is, or in the opinion of PrinterLogic may become, the subject of any claim for infringement or if it is determined in an adjudicative manner that the Software infringes on the rights of a third party, then PrinterLogic may, in lieu of monetary damages, at its option and expense, either (i) procure for you the right from such third party to use the Software consistent with this EULA, or (ii) replace or modify the Software with other suitable and reasonably equivalent products so that the Software becomes non-infringing. If this is not possible upon commercially reasonable conditions or within a reasonable period of time, you shall be entitled to withdraw from the contract. Under the same conditions PrinterLogic shall also be entitled to withdraw from the contract.

PrinterLogic shall have no liability for any infringement arising from your use of other than the current version of the Software, or your use of the Software in a manner other than as set forth in this EULA and any accompanying documentation.

15.   WARRANTY. PrinterLogic warrants the Software and the services supplied, along with the associated user documentation, to be of the agreed quality at the time transfer of risk takes place. PrinterLogic shall be entitled at its option to remedy such defects either by supplying a new error-free release (redelivery) or by correcting the defect (fix). Correction of a defect in quality can also, at PrinterLogic's option, be made by PrinterLogic providing you with reasonable telephone, written or electronic instructions on how to work around such defect.

If PrinterLogic is unable to remedy a defect in quality within a reasonable period, or if for other reasons the fix or redelivery is deemed to have been a failure, you may, at your option, withdraw from the contract or reduce the license fee. The fix or redelivery shall not be deemed to have been a definitive failure after only the second attempt. Rather PrinterLogic may, during the fixing or redelivery period, make as many attempts at renewed fulfilment as it wishes. The fix or redelivery shall only be deemed to have been a failure if PrinterLogic seriously and definitively refuses to take such action, delays unreasonably or if other special circumstances exist which would render an additional waiting period unreasonable for you.

If during the defect-finding period it is determined that the Software supplied by PrinterLogic did not have any defect in quality at the time of transfer of title and, without limiting the generality of the foregoing, PrinterLogic shall be entitled to so charge you if the reported defects are due to inappropriate or incorrect operation, defective installation by you or by a third party engaged by you, use of the Software in a non-agreed-upon system environment or unauthorized modification of you or a third party engaged by you of the Software (e.g. for the purposes of error correction).

16.   Time Limitation on Claims for Defects in Quality or Title. Claims by you for defects in Quality or defective title in the Software are subject to a term of limitation of ninety (90) days following delivery, unless PrinterLogic has fraudulently concealed the defect, caused it by willful conduct, or by gross negligence or has granted a guarantee of quality for the missing characteristic**.**

17.   LIMITATION OF LIABILITY. Nothing herein shall seek to limit or exclude either party's liability for:

damages resulting from loss of life, physical injury or harm to health, due to willful or negligent breach of either party, fraud or fraudulent misrepresentation or anything else which cannot by law be excluded or limited.

In the event of a breach of an essential contractual obligation, the liability of PrinterLogic, shall be limited to direct damages that were reasonably foreseeable at the time the applicable contract was concluded.
Any further liability for all other damages including but not limited to loss or destruction of data or compensation of wasted expenditure shall be excluded.
PrinterLogic enters into applicable contract on the assumption that €50,000.00 (Euro fifty thousand) per claim, but with a maximum of €100,000.00 (Euro one hundred thousand) is sufficient to cover the damages that are typical for the type of contract and that are reasonably foreseeable at the time the applicable contract has is concluded**.**
You are responsible for making regular data backups.

18.   DATA PROTECTION. Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of General Data Protection Regulations ("Directive") to the extent it applies to each of them.

18.1 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.

18.2 The parties agree that you are the data controller in respect of any personal data that PrinterLogic processes in the course of providing services for you (other than business contact data processed by the PrinterLogic to allow it to manage your account), and that PrinterLogic is the data processor of said personal data.

18.3 Further, the parties agree that you are the Data Exporter and PrinterLogic 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.

19.   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 PrinterLogic 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.

20.   EXPORT LIABILITY ASSURANCES. You agree and certify that the Software shall not be exported outside the European Union (including the United Kingdom) except as authorized and permitted by the laws and regulations of the European Union (including the United Kingdom) or the laws and regulations of the jurisdiction in which you obtained the Software.

21.   GOVERNING LAW; ARBITRATION. Save for the Standard Contractual Clauses which shall be governed in accordance with paragraph 9 thereof. This EULA shall be governed by and construed under the laws of England without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby exclusively submit to the jurisdiction of the English courts. Any dispute, controversy or claim arising under, out of, or relating to this EULA and any subsequent amendments of this agreement, with the exception of actions related to the threatened, potential, or actual infringements of proprietary rights as set forth in Sections 6, 7, and 8 of this Agreement, but including, without limitation, the Agreement's formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the World Intellectual Property Organization Arbitration and Mediation Center ("WIPO") Arbitration Rules then in effect. Within ten (10) business days after the commencement of arbitration, the Parties shall mutually select one (1) person to act as the arbitrator. If the Parties are unable or fail to agree upon the arbitrator within such time period, the arbitrator shall be selected by WIPO within the ten (10) business days following a written request by any of the Parties to WIPO. The place of arbitration shall be London, England. The language of the arbitration shall be English with all reasonable accommodation for local translation and interpretation. The prevailing Party in the arbitration shall be entitled, in addition to such other relief as may be granted, to its reasonable legal fees and other costs reasonably incurred in such arbitration. The Parties specifically agree to be bound by the decisions rendered by the arbitration panel provided for herein and agree not to submit a dispute subject to this Article to any national, provincial, local or other court or arbitration association except as may be necessary to enforce the decision rendered by the arbitrators.

22.   ENTIRE AGREEMENT. This EULA and any invoice or service level agreement relating to the Perpetual License or Subscription License executed by the Parties, constitutes the entire agreement and understanding between you and PrinterLogic relating to the subject matter hereof, and PrinterLogic is not obligated under any other agreements, unless in writing and signed by an authorized representative of PrinterLogic. You hereby confirm that you have not entered into this EULA in reliance on any statement or representation not expressly set out herein.

23.   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 PrinterLogic 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 PrinterLogic 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 PrinterLogic 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 PrinterLogic. Any such attempted assignment, sublicense, or transfer shall be null and void. PrinterLogic may terminate this EULA in the event of any such attempted assignment, sublicense, or transfer upon written notice to you.

24.   **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 PrinterLogic is unable to perform its obligations due to reasons beyond its reasonable control, then PrinterLogic's performance shall be excused and the time for performance extended for the period of delay due to such occurrence.

25.   **CONTACT.** If you have any questions regarding this EULA please contact PrinterLogic at **support@printerlogic.com**.

(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 organisation: the individual or entity that is a recipient of PrinterLogic'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 organisation: PrinterLogic, Inc.

Address: 912 West 1600 South, Suite C-201, St. George, UT 84770 USA

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

Other information needed to identify the organisation*: www.printerlogic.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 organisational security measures**' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised 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 organisational 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, unauthorised 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 organisational 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 unauthorised access; and

> **(iii)** any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised 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.

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

Subject Matter & Duration of the Processing

The Data Exporter has contracted with the Data Importer for certain software services. In its use of the software services the Data Exporter will upload certain personal data into the software's database which may be stored at the Controller's election either on servers outside of the EEA, at the time of writing on Amazon Web Services (AWS) in the United States or within the EEA (including the United Kingdom) at the time of writing on Amazon Web Services (AWS). The 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 software services and for a further period of thirty (30) days to allow appropriate time for deletion and any requested return of the data to the Data Exporter.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify): End users of the PrinterLogic application which may include employees and other personnel of the Data Exporter or of the customers of the Data Exporter, solely at the discretion of the data exporter.

Categories of data

The personal data transferred may concern the following categories of data: First name, last name, email address, title of printed document, username and password.

Special categories of data (if appropriate)

The personal data that may be transferred would not normally concern any special categories of data, but data exporter is in control in this regard.

It should be noted that in Pull Printing mode the software will capture and store the title of a document which will be produced in print reports accessible to the licensor's IT personnel. The title of printed documents which may be reported [and stored] will be the title of the document as transmitted to the printer to be printed. This title may therefore contain special category data or personal data belonging to the data subject for which the data exporter may need to satisfy itself that it has obtained the express consent of the data subject to transfer in order to comply with its legal obligations under the General Data Protection Regulation 2016/679 (GDPR).

The Data Exporter is in control and may turn this function on or off as it sees fit.

If controller turns this function off, Pull Printing mode within the software will capture and temporarily store the title of a document which will be encrypted and not accessible to the licensor's IT personnel and will be temporarily stored until released from the print queue by the transmittor of the document or for a period of time elected by the Controller until automatic expiry.).

Processing operations

The personal data transferred will be subject to the following basic processing activities:

PrinterLogic does not typically actively use or access any data 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.

PrinterLogic's print driver management software (offered as a SaaS solution or an on-premise solution) performs two services that involve personal data:

1. Print Job Auditing and Reporting

    The software provides the customer with the following information via a print report:

    -   Quantity of pages each department prints weekly, monthly or quarterly

    -   Usage of any given printer to determine if a printer can be phased out

    -   Actual cost of printing—itemized by department, location or printer

- Customer's top 100 printer users

- Identification of users who frequently initiate large print jobs

- Notification of when a user prints a document labelled as "classified"

- Overall printer usage data and printer consolidation guidance

- Monitoring and reporting of all USB printing

2. Active Directory

A PrinterLogic customer can establish an Active Directory within the PrinterLogic software that identifies authorized users for a specific printer along with what manner the authorized user may use the printer. (ie. Printing in color or black and white only) The customer controls the information needed to run such authorizations (e.g. username, pin number, ID number, etc.)

For the on-premise solution, the PrinterLogic software is installed behind the customer's firewall and PrinterLogic does not have access to the customer's network unless granted access during a product support request. For the SaaS solution, a client is installed locally that communicates with the PrinterCloud product hosted in Amazon Web Services which customers may elect to be stored on servers in the United States or in the EEA (including the United Kingdom).

<u>***APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES***</u>

1. **Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c)** The Services use, or enable PrinterLogic customers to use, industry-accepted encryption products to protect Customer Data and communications during transmissions between a Customer's network and the Services, including 128-bit TLS Certificates and 2048-bit RSA public keys at a minimum. Data at rest is also encrypted.

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 PrinterLogic 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.

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 or the data exporter's customer. Without limiting the generality of the foregoing, processor agrees that it

(a) processes the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, 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 authorised 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 Model Clauses. Notwithstanding the foregoing the Data Importer shall publish a list of its current sub processors in a direct communication to the Data Exporter;

(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 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];

(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 organisational 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 A 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