



Corporate End User License Agreement - Banking

Subtitle

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CDEULA-V(R)
Completion date

Important Notice.

THE CUSTOMER'S USE OF ANY OF OUR LASERNET FAMILY OF PRODUCTS IS SUBJECT TO THESE TERMS AND CONDITION ("TERMS").

PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING THE ORDER.

BY SIGNING THE ORDER YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS.

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

1. Introduction

1.1. The following definitions apply to these Terms:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time;

"Agreement" means any Order and these Terms which are deemed incorporated by the relevant Order. Each Order, incorporating these Terms, constitutes a separate Agreement;

"Authorised Partner" means the corporate entity or organisation authorised by Formpipe to sell, introduce or licence the Product to Customers, as specified in an Order;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Customer" means the corporate entity or organisation as specified in an Order, including one who has requested a license for a Product via an Authorised Partner;

"Customer Portal" means the customer dashboard provided by Formpipe during the License Period;

"Customer Representative" means the representative of the Customer set out in the Order (as updated on written notice from time to time);

"Dispute" means any dispute or claim arising out of or in connection with this Agreement, including non-contractual disputes or claims, or any question regarding its existence, validity, performance or termination;

"Fees" has the meaning given in clause 14.1;

"Formpipe Group" or **"us"** or **"we"** means Formpipe Software AB of Sveavägen 168, Stockholm, Box 231 31, 104 35 Stockholm or another entity within the Formpipe group of companies which has licensed the Product to the Customer;

"Formpipe Representative" means the representative of the Formpipe Group set out in the Order (as updated on written notice from time to time);

"Hosting Fees" has the meaning given in clause 5.1;

"Hosting Services" means standard services which may be provided by the Formpipe Group for the Product, as more particularly detailed in **Appendix 2**;

"License Fee" means the fee payable by the Customer for the Product, such fee being as set out in the relevant Order for the Product;

"License Period" has the meaning given in clause 16.1;

"License Restrictions" means any limits, restrictions or conditions of usage as set out in an Order which apply to the license granted for the Product under these Terms including any limits on the number of copies of the Product that the Customer may make and use and the maximum number of Permitted Users who can access and use the Products;

"Maintenance Release" a release of the Product which corrects faults, adds functionality or otherwise amends or upgrades the Products, but which does not constitute a New Release;

"Materials" has the meaning given in clause 9.1;

“New Release” any new version of the Product which from time to time is publicly released by Formpipe Group in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;

“Order” means a document specifying: the relevant Product in respect of which the Customer requires a license and the applicable License Fee; and details of any other services which the Customer requires to be provided by the Formpipe Group (including Support Services, Professional Services and/or Hosting Services) and the associated Fees payable for the same by the Customer. Such order document may be comprised of a separate agreement entered into between the Customer and the Authorised Partner relating to the resale of the Products by the Authorised Partner (if applicable);

“Performance Issues” any problem or error (each, a **“Performance Issue”**) relating to the Product;

“Permitted User” means an individual who is authorised by the Customer to use or access the Product. A Permitted User shall only include the Customer’s employees, authorised users and such consultants and agents that are providing services to the Customer and that require access to the Product in relation to the provision of such services;

“Personal Data” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“Platform” means the Microsoft Azure hosting environment for the Product used where the Formpipe Group provides Hosting Services to the Customer;

“Product” means the relevant Lasernet product or products as specified in an Order, installed or accessed by the Customer and used by the Customer (and/or the Permitted User), and any upgrades, modified versions or updates of the Product the Customer installs or access and/or uses, in each case, subject to these Terms;

“Professional Fees” has the meaning given in clause 7.1 (if applicable);

“Professional Services” means the professional services as more particularly described in the Order;

“Services” means the Support Services, Professional Services and Hosting Services, as applicable;

“Support Fees” has the meaning given in clause 6.1 (if applicable); and

“Support Services” means standard services which may be provided by Formpipe Group to support the Product, as more particularly detailed in **Appendix 3** (if applicable).

- 1.2. Each Appendix forms a part of these Terms and shall have effect as if set out in the full body of these Terms.
- 1.3. Any reference in these Terms to a clause or an Appendix is to a clause or an appendix of these Terms and any references to a paragraph are to paragraphs of the relevant Appendix.
- 1.4. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5. In the event of any conflict or inconsistency between the Terms hereof and any terms or conditions set forth in the Order, the Order shall prevail.

2. Grant of License.

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

2.1.1. the Customer may:

- (a) install or access and/or use the Product (or permit use of the Product by its Permitted Users) in accordance with the License Restrictions;
- (b) install or access and/or use the Product (or permit use of the Product by its Permitted

Users) for the sole purpose of the Customer's internal business operations only, subject always to the License Restrictions;

- (c) make one copy of the Product solely for backup or archive purposes; and
- (d) solely with respect to any electronic documentation included with the Product, make an unlimited number of copies of such documentation (either in hard copy or electronic form), provided that such copies shall be used only for internal purposes and are not republished or distributed to any third party.

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

- (a) distribute, transfer, assign, rent, lease, sublicense or sell copies of the Product to others or otherwise allow others to use the Product without the prior written consent of the Formpipe Group;
- (b) use the Product to provide service bureau services or otherwise for the benefit of others;
- (c) reverse engineer, decompile or disassemble any part of the Product (including any codes or scripts forming part of the Product) except and only to the extent that such activity is expressly permitted under applicable law;
- (d) modify or adapt or create derivative works based on any part of the Product;
- (e) use a backup copy of the Product for any purpose other than to replace the original copy in the event such original copy is destroyed or becomes defective;
- (f) alter or remove or obscure any copyright notice or other proprietary rights notices on any part of the Product;
- (g) break or change any access codes to the Product; or
- (h) use the Product in any way which disrupts, interferes with or restricts other users' use of the Product; or attempt to transmit through the Product any information that contains a virus, worm, trojan horse or other harmful or disruptive component.

2.2. The Customer is responsible for deciding whether the Product is suitable to achieve the Customer's intended results and for the installation (unless otherwise covered as part of the Professional Services), use of and results obtained from the Product.

2.3. Unless expressly agreed otherwise in writing with the Formpipe Group, the license granted under this clause 2 is personal to the Customer and the Customer shall not rent, lease, sub-license, sell, pledge, assign the benefit or delegate the burden of this Agreement or the Product to, or hold the same on trust for, any other person.

3. Other Restrictions.

3.1. Notices. The Customer shall maintain all copyright notices on all copies of the Product.

3.2. Sharing. The Product contains technology that enables applications to be shared between two or more computers, even if an application is installed on only one of the computers. The Customer may use this technology with all Formpipe Group applications for multi-party conferences. For non-Formpipe Group applications, the Customer should consult the accompanying license agreement or contact the Authorised Partner or licensor (as applicable), to determine whether sharing is permitted by the licensor of the non-Formpipe Group application. If the Product is identified as "**For Evaluation**", the Customer may freely copy and distribute internally the software portion of the Product for the sole purpose of evaluation and demonstration. If the Product is identified as "**Not For Resale**" or "**NFR**", the Customer may install or access and/or use one copy of the Product solely for evaluation and demonstration purposes. If the Product is intended to upgrade an existing product, the Customer must be properly licensed to use the product identified by Formpipe Group as being eligible for the upgrade and the Customer must be properly licensed to apply the upgrade in order to use the Product. Following the upgrade the Customer may use the resulting Product only in accordance with these Terms.

3.3. Unapproved copying of the Product is expressly forbidden. If the Customer (or any of its Permitted Users) uses or distributes the Product in breach of these Terms the Customer agrees to indemnify, hold harmless

and defend Formpipe Group and its suppliers from and against all claims, actions, proceedings, costs (including reasonably incurred legal fees), losses, damages and liabilities that may arise or result from such unapproved use or distribution.

4. Software updates and new versions

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

5. Hosting

- 5.1. Where the Order states that the Customer has expressly requested the supply of Hosting Services from the Formpipe Group in connection with the Product, the Formpipe Group shall, subject to payment by the Customer of the relevant fees for the Hosting Services as specified in the Order ("**Hosting Fees**"), provide the Hosting Services to the Customer as more particularly detailed in, and subject to the terms set out in, **Appendix 2**.

6. Support

- 6.1. Where the Order indicates that the Customer has expressly requested the supply of Support Services directly by the Formpipe Group in connection with the Product, the Formpipe Group shall, subject to payment by the Customer of the relevant fees for the Support Services as specified in the Order ("**Support Fees**"), provide the standard Support Services to the Customer as more particularly detailed in, and subject to the terms set out in, **Appendix 3**.

7. Professional Services

- 7.1. Where the Order indicates that the Customer has expressly requested the supply of Professional Services directly by the Formpipe Group in connection with the Product, the Formpipe Group shall, subject to payment by the Customer of the relevant fees for the Professional Services as specified in the Order ("**Professional Fees**"), provide the Professional Services to the Customer as more particularly detailed in the Order, and subject to the terms set out in, **Appendix 4**.

8. Customer assistance

- 8.1. At its own expense and in a timely manner, Customer shall:
 - 8.1.1. where reasonably necessary, provide Formpipe Group, its officers, employees, agents, contractors and consultants, on premise or remote access, to carry out the Services;
 - 8.1.2. co-operate with (and procure its officers, employees, agents, contractors and consultants co-operate with) Formpipe Group in all matters relating to the Services, to the extent reasonably required by Formpipe Group to provide such services;
 - 8.1.3. provide a reasonable level of responsiveness to Formpipe Group's requirements and communications;
 - 8.1.4. provide all such necessary licences, consents and permissions to allow Formpipe Group to provide the Services (other than those which Formpipe Group can reasonably be expected to obtain or provide); and
 - 8.1.5. provide data and other facilities as requested by Formpipe Group.

9. Information, data and Customer Materials

- 9.1. If the Customer (or its Permitted Users or someone acting on Customer's behalf) uploads any information,

data or other materials ("**Materials**") into the Product or otherwise provides such Materials to the Formpipe Group (or someone acting on their behalf) for the purposes of Formpipe Group providing the Services, the Customer must ensure it has all necessary rights, permissions and consent to upload or provide the Materials. The Customer must ensure that all Materials comply with all applicable laws and regulations and do not infringe any third party's intellectual property rights and are not defamatory, unreliable or misleading or otherwise objectionable. Customer shall grant, and hereby does grant, Formpipe Group a non-exclusive, royalty free, worldwide licence to use all the intellectual property rights in any Materials provided in connection with this Agreement for the purposes of Formpipe Group performing its obligations under the Agreement. Such licence shall permit Formpipe Group to grant sub-licences, to the extent reasonably necessary for it to perform its obligations. Where Customer cannot grant a licence, it shall procure such a licence on the terms set out in this clause, before such intellectual property rights are needed by Formpipe Group to perform their obligations.

- 9.2. Except as permitted below, neither party, including those acting on behalf of each party, shall (and the Customer shall procure that no Permitted User shall) provide or disclose to any third party any information of a confidential nature in any form whatsoever which is disclosed to it by the other party, and will keep such information secure in accordance with the requirements of Exhibit 2 to Appendix 1. For the avoidance of doubt this includes confidential information disclosed to Permitted Users. The Customer acknowledges and agrees that all Documentation and all of the Materials in and relating to and derived from the Product (including the Product's code, scripts, documentation, appearance, structure and organisation) shall form part of the confidential information of the Formpipe Group which is disclosed by Formpipe Group to the Customer and which the Customer (and its Permitted Users) will treat as confidential and keep secret pursuant to the provisions of this clause 9.
- 9.3. Each party may disclose the other party's confidential information: (i) to its employees, officers, agents, contractors, consultants, representatives or advisers who need to know such information for the purposes of exercising that party's rights or carrying out its obligations under or in connection with these Terms (and each party shall ensure that its employees, officers, agents, contractors, consultants, representatives or advisers to whom it discloses the other party's information comply with this provision); and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority to the extent necessary to comply with such requirement provided that where permitted to do so the party required to make such disclosure promptly notifies and consults with the other party in advance in relation to the timing and content of such disclosure.
- 9.4. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 9.5. For the purposes of this clause 9, information shall not be confidential information where (a) it is or becomes generally available to the public (other than as a result of its disclosure by the receiving party (or those acting on its behalf)); (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or (d) the parties agree in writing the information is not confidential or may be disclosed.
- 9.6. The Customer agrees to indemnify, hold harmless and defend Formpipe Group from and against any claims, actions, proceedings, costs (including reasonably incurred legal fees), expenses, losses, damages and liabilities arising from a breach of this clause 9.

10. Intellectual Property Rights.

- 10.1. The Product is licensed, not sold. The Product, including its code, scripts, documentation, appearance, structure and organization, is a proprietary product of the Formpipe Group and is protected by copyright and other laws. Title to the Product shall at all times remain with the Formpipe Group.
- 10.2. Any infringement or disregard of the Formpipe Group's intellectual property rights, including careless use of the Product which might render copying of the Product possible for third parties, shall be deemed to be a breach of these Terms.
- 10.3. Neither the Customer nor its Permitted Users shall alter or delete any references concerning rights, trademarks, etc., stated in the Product or on the medium upon which the Product may have been delivered.

- 10.4. The Customer shall as soon as reasonably practicable notify the Formpipe Group of any unauthorised possession, access, use or disclosure of the Formpipe Group's intellectual property rights, and in particular of the Product, and assist the Formpipe Group if necessary in the defence of its rights.
- 10.5. The Formpipe Group warrants that:
- 10.5.1. it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms (which it is reasonable for Formpipe Group to obtain); and
 - 10.5.2. where the Formpipe Group owns any intellectual property rights in Products and/or Services, such intellectual property rights have been developed by the Formpipe Group.
- 10.6. Subject to clause 10.7, the indemnifying party (the “**Indemnifier**”) shall indemnify the other party (the “**Indemnified**”) for any amounts awarded against the Indemnified in judgment or settlement of claims arising out of or in connection with any claim that: (a) where the Indemnified is the Formpipe Group, the Indemnified's use of Materials provided to them by the Indemnifier (or provided on the Indemnifier's behalf) in connection with this Agreement; or (b) where the Indemnified is the Customer, the Indemnified's use of the Product, infringed a third party's intellectual property rights, provided that, if any third party makes a claim, or notifies an intention to make a claim, against the Indemnified which may reasonably be considered likely to give rise to a liability under this indemnity (“**Claim**”), the Indemnified:
- 10.6.1. as soon as reasonably practicable, gives written notice of the Claim to the Indemnifier, specifying the nature of the Claim in reasonable detail;
 - 10.6.2. does not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Indemnifier (such consent not to be unreasonably conditioned, withheld or delayed);
 - 10.6.3. gives the Indemnifier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its employees, officers, agents, contractors, consultants, representatives, or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Indemnified, so as to enable the Indemnifier and its professional advisers to examine them and to take copies (at the Indemnifier's expense) for the purpose of assessing the Claim; and
 - 10.6.4. subject to the Indemnifier providing security to the Indemnified to the Indemnified's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, takes such action as the Indemnified may reasonably request to avoid, dispute, compromise or defend the Claim.
- 10.7. Formpipe Group shall not in any circumstances have any liability for any Claim:
- 10.7.1. caused or contributed to by the Customer's or its Permitter Users use of the Product in combination with software or hardware not supplied or approved in writing by Formpipe Group;
 - 10.7.2. based on use of any version of the Product other than the latest version supplied by Formpipe Group, if such claim could have been avoided by the use of such supplied version;
 - 10.7.3. used outside the permitted scope set out in these Terms or the purpose for which the Product is designed; or
 - 10.7.4. which arise from any modification by or on behalf of the Customer.
- 10.8. If use of the Product or Materials becomes, or in the opinion of qualified legal counsel is likely to become, the subject of any Claim, Formpipe Group may:
- 10.8.1. replace all or part of the Product with functionally equivalent software or documentation without any charge to the Customer;
 - 10.8.2. modify the Product as necessary to avoid such Claim, provided that the Product (as amended) functions in substantially the same way as it did before modification;
 - 10.8.3. procure for the Customer a licence from the relevant claimant to continue using the Product; or
 - 10.8.4. terminate this Agreement.

11. Data protection

- 11.1. The Formpipe Group may collect certain information from the computer on which the Product is installed or accessed, including information regarding the installation of the Product. No Personal Data pertaining to any individual will be collected within this information. The collected information is necessary in order to optimize the functionality of the Product and to ensure compliance with these Terms. The Formpipe Group does not disclose any collected information unless the Formpipe Group is required to do so in accordance with any applicable law.
- 11.2. Where Formpipe provides Hosting Services as per Appendix 2 or Support Services as per Appendix 3; the data protection provisions as per Appendix 1 shall apply to the processing of any Personal Data. Formpipe and the Customer agree that in such circumstances each party agrees to comply with all obligations applicable to them under the applicable data protection legislation.
- 11.3. By agreeing to these Terms, the Customer is agreeing to Formpipe Group's use of Personal Data in accordance with its privacy policy available here <https://www.formpipe.com/en/privacy-policy/> "**Privacy Policy**").
- 11.4. In the event of termination of these Terms for any reason, the Formpipe Group agrees to return or destroy Personal Data belonging to the Customer as required by the Agreement, or otherwise in accordance with Customer's direction assuming such direction complies with applicable data protection legislation.

12. No warranty

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

13. Limitation of liability

- 13.1. Nothing in these Terms shall exclude or limit either party's liability for death or personal injury resulting from negligence or fraud or fraudulent misrepresentation.
- 13.2. Formpipe Group shall not be liable in any circumstances for any pure economic loss (including lost profits or lost savings), loss of data or damage to records or data (except where the data is Personal Data and Formpipe provides Hosting Services as per Appendix 2 or Support Services as per Appendix 3), loss of business or goodwill, or any indirect, special, incidental or consequential loss or damage (which for the purposes of these Terms shall be deemed to include loss as a consequence of any other kind of business interruption) arising out of the use of the Product or any inadequate or faulty program performance or services connected thereto even if Formpipe Group was advised of the possibility of such losses and regardless of whether the cause of action is in contract or otherwise, or for any claim by any third party. Accordingly, the Customer cannot claim, demand or seek recovery from Formpipe Group for any of the foregoing losses and Formpipe Group will not indemnify the Customer for such claims.
- 13.3. The Customer shall not be liable in any circumstances for any indirect, special, incidental or consequential loss or damage arising out of or in connection with these Terms even if the Customer was advised of the possibility of such losses and regardless of whether the cause of action is in contract or otherwise, or for any claim by any third party.
- 13.4. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations in clause 13.2 and clause 13.3 shall not apply to the extent they are prohibited by applicable law.
- 13.5. Formpipe Group is not, for the avoidance of doubt liable for the acts or omissions of an Authorised Partner.
- 13.6. Formpipe Group is not liable for any loss or damage incurred by the Customer as a result of any act or omission of the Hosting Provider except to the extent, and subject to clause 13.7, it is able to recover such amounts from the Hosting Provider (the extent to which such amounts are payable by Formpipe Group shall reflect the fact that a failure by the Hosting Provider may impact multiple customers of Formpipe Group).
- 13.7. In all and any event no matter the circumstances, the total liability of either party to the other for:

- 13.7.1. any loss or damage arising as a result of, or in connection with, any breach of clauses 9, 10, 11 and/or paragraph 1 of Appendix 1 shall not exceed in total in each 12 month period (calculated by reference to the start date of the licence in accordance with clause 16.1 and each anniversary of that date), an amount equivalent to 300% of the Fees paid or payable by the Customer for the Product and Services in such 12 month period (or for any claim arising after termination or expiry, the final 12 month period in which these Terms were in force); and
- 13.7.2. any other loss or damage arising under or in connection with these Terms shall not exceed in total in each 12 month period (calculated by reference to the start date of the licence in accordance with clause 16.1 and each anniversary of that date), an amount equivalent to 100% of the Fees paid or payable by the Customer for the Product and Services in such 12 month period (or for any claim arising after termination or expiry, the final 12 month period in which these Terms were in force).
- 13.8. Formpipe Group shall have no liability for any defects: (i) not related to the Product or caused by third party software, applications, networks or environments (ii) caused by the integration of or interaction between the Product and the Customer's own hardware and software environment; or (iii) used outside the permitted scope set out in these Terms or the purpose for which the Product is designed.
- 13.9. In the event that the Customer modifies or arranges to have the Product modified, the Customer shall assume full liability and Formpipe Group shall have no liability for such modifications and any consequences in relation to the Product, irrespective of the circumstances.
- 13.10. Notwithstanding anything in these Terms, if any of Formpipe Group's obligations under these Terms or an Order is prevented or delayed by any act or omission of Customer (including those acting on its behalf), Formpipe shall not be liable for any costs, charges or losses sustained or incurred by Customer arising directly or indirectly from such prevention or delay. Formpipe shall be entitled to charge Customer for any additional costs incurred as a result of such prevention or delay.
- 14. Fees**
- 14.1. The License Fees for the Product and any other applicable fees payable by the Customer for services provided by the Formpipe Group under these Terms (including any Support Fees, Professional Fees or Hosting Fees as applicable) shall be as set out in the Order ("**Fees**").
- 14.2. Where specified in the relevant Order, the Customer shall pay the Fees in the currency quoted to the Formpipe Group's Authorised Partner in the manner specified in that Order. In all other cases, the Customer shall pay the Fees direct to the Formpipe Group by bank transfer to such account as is notified by the Formpipe Group to the Customer.
- 14.3. Unless otherwise specified in the relevant Order, all payments to be made by the Customer under these Terms shall be paid within thirty (30) days of receipt of an invoice from the Formpipe Group (or the Authorised Partner on the Formpipe Group's behalf).
- 14.4. At its sole discretion, Formpipe Group may, unless agreed otherwise in the Order, increase all Fees on an annual basis by the greater of either (i) 3%; or (ii) the percentage increase in the Consumer Price Index in the 12 months prior to: (a) the commencement date of the licence granted to Customer (as set out in clause 16.1) or (b) the 12 month anniversary of the commencement date of the licence (as set out in clause 16.1) (the Consumer Price Index will be as determined by the governing law of these Terms as set out in clause 22.15).
- 14.5. Payment obligations under these Terms are non-cancellable, and subject to clause 16.5.2 Fees paid are non-refundable. All amounts shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding.
- 14.6. In the event of late payment, Formpipe Group has the right to charge and recover flat fees and/or interest as set out in the Order. If no amount is specified in the Order, and if Customer fails to make a payment due Formpipe Group by the due date, then, without limiting Formpipe Group's remedies under clause 16 and where interest or flat fees for late payment are recoverable under applicable law, the Customer will pay interest or flat fees on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest or flat fee payment under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.

15. Taxes

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

16. Term and Termination

- 16.1. The license granted by the Formpipe Group to the Customer under this Agreement will commence when the Customer signs the Order or accesses or installs or uses the Product (whichever is earlier). The license shall continue and remain in force for the initial subscription period as specified on the Order and thereafter shall automatically renew for subsequent periods of twelve (12) months (subject to payment of the applicable License Fee) unless terminated earlier in accordance with clause 16.2 or clause 16.3 or the Customer gives the Formpipe Group not less than ninety (90) days' written notice of its intention to terminate its subscription for the Product prior to the end of the initial subscription period or any subsequent renewal period (the "**License Period**").
- 16.2. Subject to Appendix 5 (if applicable), the Formpipe Group may terminate the licence granted to the Customer under these Terms immediately if the Customer:
- 16.2.1. (or its Permitted Users) materially fails to comply with these Terms;
 - 16.2.2. fails to pay the agreed License Fee by the specified due date for payment;
 - 16.2.3. comes under the control of a direct competitor of any member of the Formpipe Group or any of its Affiliates; or
 - 16.2.4. (or its Permitted Users) infringes the Formpipe Group's intellectual property rights.
- 16.3. The Customer may terminate the license granted to the Customer under these Terms immediately where Formpipe Group commits a material breach of:
- 16.3.1. the Order or these Terms (as they apply to the Order); or
 - 16.3.2. applicable law or regulation,
- and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so by the Customer.
- 16.4. The licence shall also terminate in the event the Agreement is terminated by a party, in accordance with Appendix 1 or Appendix 5 (as applicable) or as permitted otherwise by these Terms.
- 16.5. Following termination of the licence:
- 16.5.1. under these Terms, the Customer (and its Permitted Users) must cease all use of the Product immediately;
 - 16.5.2. under clause 16.3, the Customer shall be entitled to a refund of all pre-paid Fees pro-rated from the date of termination for the remainder of the then current initial subscription period or subsequent renewal period (as applicable) .

17. Suspension

- 17.1. Formpipe Group shall be entitled to immediately temporarily suspend the Services or the licence granted under clause 2 (on written notice), if:
- 17.1.1. either the Customer and/or its Permitted Users breach:

- (a) clause 2, 3, 9, 10.4, 14 or 20;

- (b) paragraph 2 of Appendix 1 (Compliance and Data Protection);
- (c) paragraphs 4.2 or 5 of Appendix 2 (Hosting Services);
- (d) paragraphs 4.4.3 or 4.4.4 of Appendix 3 (Support Services); or
- (e) a requirement of Appendix 5 (Banking and Insurance), or

17.1.2. in Formpipe's reasonable judgement, the Hosting Services or any component of such service suffer a significant or persistent threat to security.

17.2. Formpipe Group will provide such reasonable advance notice to the Customer of any such suspensions as Formpipe Group deems reasonable based on the nature of circumstances giving rise to the suspension. Formpipe Group will also offer the Customer an opportunity to discuss the situation and resolve the issues leading to the potential suspension within a timeframe deemed reasonable by Formpipe Group. Suspension will only proceed if these discussions do not resolve the issues and Formpipe Group determines that no other viable alternatives are available, except where Formpipe, exercising its reasonable judgement, considers it necessary to immediately suspend the licence in order to mitigate potential risks to the Customer and/or Formpipe Group.

18. Compliance

18.1. The parties shall comply with their obligations as set out in Appendix 1 (Compliance and Data Protection Appendix).

18.2. The parties shall comply with their obligations set out in Appendix 5 (Banking and Insurance Appendix).

19. Notice

19.1. Any notice given to a party under or in connection with this Agreement shall be in writing and in the English language and shall be sent by email to the address specified in the Order (or as otherwise notified by the applicable party in writing), notwithstanding any additional legal requirements which may apply.

19.2. Any notice served by email shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 19.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

19.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. Sanctions

20.1. Notwithstanding anything to the contrary, nothing in this Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either of the parties to act (or refrain from acting) in any manner which:, (i) is prohibited by any applicable sanction (being sanctions, regulations, statutes, official embargo measures or any 'specially designated nationals' or 'blocked persons' lists, or any equivalent lists enforcing economic and/or trade sanctions legislation); or (ii) risks a party being inconsistent with, or being penalised for being non-compliant with or doing something (or not doing something) which is prohibited by any applicable sanction.

21. Dispute Resolution

21.1. Any Dispute arising under this Agreement shall be considered in person or by telephone by the Customer Representative and the Formpipe Representative ("**Representatives**") within seven (7) Business Days of receipt of a written notice from either party specifying the nature of the Dispute. The Representatives shall meet as often as the parties deem reasonably necessary within such period to gather and furnish to each other all information with respect to the Dispute in issue which is appropriate and reasonable in connection with its resolution. The Representatives shall discuss the problem and negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings relating thereto.

21.2. If the Representatives are for any reason unable to resolve the Dispute within seven (7) Business Days of service of the Dispute notice, the Dispute shall be referred to the Chief Executive Officer (or equivalent) of the Customer and Commercial Director of Formpipe Group who shall meet as often as the parties deem reasonably necessary to gather and furnish to each other all information with respect to the Dispute in issue

which is appropriate in connection with its resolution and attempt in good faith to resolve it within thirty days.

21.3. If the Dispute is not able to be resolved within the 30 day period specified in clause 21.3, the parties hereby agree that the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat of the arbitration shall be London, England and the language to be used in the arbitral proceedings shall be English. The governing law of the contract for arbitration shall be the substantive law of England and Wales.

21.4. It is agreed that nothing in this clause 21 shall prevent any party from applying at any time to the courts of any country for injunctive or other interim relief.

22. General Provisions and Governing Law

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

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

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

22.4. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties.

22.5. This Agreement and the information which is incorporated into this Agreement by written references represents the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.

22.6. Each party acknowledges that by entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

22.7. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

22.8. Formpipe Group may provide additional terms or update the terms of the Agreement (including terms or documents incorporated by written reference) with effect from the end of the initial subscription period or then current renewal period ("**Amendment**"), provided always that such Amendments shall not materially reduce the scope of the Services, and at least sixty (60) days' written notice is provided to the Customer in advance of the Amendment taking effect ("**Amendment Notice Period**"). The Customer may terminate this Agreement, on providing Formpipe Group with at least 30 days' written notice within and prior to the expiry of the Amendment Notice Period.

22.9. Other than as set out in clause 22.8, no variation of this Agreement shall be effective unless made in writing and signed by or on behalf of each of the parties or by their duly authorised representatives.

22.10. Upon written notice, any member of the Formpipe Group may assign or transfer this Agreement to any of its Affiliates in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. The Customer may not assign this Agreement without the written consent of Formpipe Group.

22.11. Formpipe Group may, in its sole discretion, subcontract any of its obligations under this Agreement by or through third parties, subject to any restrictions set out in Appendix 5 (if applicable).

22.12. The Formpipe Group shall not be responsible for any failure or delay of performance under this Agreement if caused by an act of war, hostility, or sabotage; an act of God; pandemic; electrical, internet, satellite, data transmission, networking infrastructure or telecommunication failure or outage; government restrictions or

regulations including sanctions and trade embargos; or any change in law, regulation, industry standard or government order or direction; or any other event outside its reasonable control. If such event continues for more than thirty (30) days, either party may terminate the Services upon written notice to the other.

22.13. No action either under statutory law, common law, tort (including negligence), or contract, regardless of form, arising out of this Agreement shall be brought by the Customer more than one (1) year from the date it receives knowledge of the alleged damage(s) and in any event no later than one (1) year after termination of the Agreement.

22.14. This Agreement will not be enforceable by any person not a party to it.

22.15. This Agreement shall be governed by and construed in accordance with the laws set out in the table below, as determined by the location of the Customer:

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

Appendix 1 – Compliance and data protection

1. Definitions

1.1. In this Appendix the following definitions shall apply:

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

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

“Data Subject” means an identified or identifiable natural person whose Personal Data is transferred to and processed by the Formpipe Group on behalf of the Customer;

“processing” means any operation or set of operations which are performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. **Process** and **processes** shall have the associated meaning; and

“Shared Personal Data” means any Personal Data transferred to and processed by the Formpipe Group on behalf of the Customer.

2. Data protection

2.1. The Formpipe Group takes its responsibilities in relation to Personal Data seriously. It does not, as a matter of course, view the Personal Data of the Customer or any Data Subjects when providing the Hosting Services or the Support Services.

2.2. The Customer consents to the Formpipe Group using, processing, transmitting and/or subcontracting the processing of the Shared Personal Data during the Hosting Period and/or for the relevant Support Request during the Support Period, as applicable, plus any post termination period during which the Formpipe Group provides the Customer with the ability to access any of the Shared Personal Data, as set out in this paragraph and as further described in Exhibit 1 to this Appendix. The Customer agrees to inform Data Subjects of the use made of their Personal Data under this Agreement.

2.3. The Customer is a Data Controller in respect of the Shared Personal Data and appoints the Formpipe Group to act as its Data Processor for the purpose of providing the Hosting Services and/or the Support Services, as applicable. The Formpipe Group shall:

2.3.1. process the Shared Personal Data only to the extent necessary to provide the Hosting Services and/or the Support Services and in accordance with the Customer's written instructions, unless Formpipe Group is required by law to process the Shared Personal Data other than in accordance with the Customer's instructions. Where it is required to process the Shared Personal Data other than in accordance with the Customer's instructions it shall inform the Customer of such a requirement unless prohibited by law;

2.3.2. implement the technical and organisational measures set out in Exhibit 2 to this Appendix to ensure a level of security appropriate to the risks that are presented by processing the Shared Personal Data;

2.3.3. ensure that any employees or other persons authorised to process the Shared Personal Data are subject to appropriate obligations of confidentiality;

2.3.4. if so requested by the Customer and at the Customer's cost (such costs not to be unreasonably incurred), use reasonable endeavours to assist the Customer if it receives a request for information from a Data Subject or regulator, taking into account the nature of the processing and the information available to the Formpipe Group;

2.3.5. notify the Customer, as soon as reasonably practicable, about any request or complaint received from a Data Subject and assist the Customer, at the Customer's cost (such costs not to be unreasonably incurred) and insofar as possible, in fulfilling its obligations in respect of such requests and complaints;

2.3.6. deal with any Shared Personal Data breach in accordance with paragraph 2.9 of this Appendix;

- 2.3.7. where reasonable and at the Customer's cost (such costs not to be unreasonably incurred), use its reasonable endeavours to assist the Customer in complying with its obligations to, in respect of the Shared Personal Data:
- 2.3.8. carry out an assessment of the impact of the envisaged processing operations on the protection of Personal Data where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
- 2.3.9. consult the competent supervisory authority/ies prior to processing where an assessment indicates that the processing would result in a high risk in the absence of measures taken by the Data Controller to mitigate the risk;
- 2.3.10. ensure that Personal Data is accurate and up to date, by informing the Data Controller without delay if it becomes aware that the Personal Data it is processing is inaccurate or has become outdated;
- 2.3.11. make available to the Customer all information necessary to demonstrate compliance with the obligations that are set out in this paragraph 2.
- 2.4. At the Customer's reasonable request and at the Customer's cost (such costs not to be unreasonably incurred), Formpipe Group shall also permit and contribute to audits of the processing activities covered by paragraph 2, but only where:
 - 2.4.1. the Customer cannot reasonably obtain suitable comfort from any certifications or other information provided by Formpipe Group;
 - 2.4.2. such audit is not more than once per calendar year, unless there is evidence of non-compliance;
 - 2.4.3. such audit is at Customer's cost (such costs not to be unreasonably incurred); and
 - 2.4.4. if the auditor is not the Customer, the auditor agrees to enter into confidentiality terms as reasonably required by Formpipe Group and subject to the Customer having the right to refuse an auditor, where reasonable.
- 2.5. On termination or expiry of:
 - 2.5.1. the Hosting Period, all Shared Personal Data shall be dealt with in accordance with paragraph 8.48.5 of Appendix 2; and
 - 2.5.2. the Support Period, all Shared Personal Data shall be dealt with in accordance with paragraph 7.4 of Appendix 3.
- 2.6. The processes and procedures adopted by the Formpipe Group regarding Personal Data are set out in the Privacy Policy. The Privacy Policy is subject to change at the discretion of the Formpipe Group, however any such policy change will not result in a material reduction in the protection provided in respect of the Shared Personal Data. The Formpipe Group shall inform the Customer of any changes made to the Privacy Policy. Exhibit 2 to this Appendix and the Privacy Policy set out the security and technical and organisational measures that the Formpipe Group has implemented for the processing of Personal Data on behalf of customers. These measures are intended to protect the Personal Data against unauthorised processing and accidental or unauthorised loss, destruction of, or damage to, Personal Data.
- 2.7. The Formpipe Group assumes no responsibility whatsoever for the actions and/or inactions of (i) Customer, its Affiliates, the Permitted Users or agents and contractors or (ii) any third party except for the Formpipe Group and/or any of its subcontractors (and subject to any limitations stated elsewhere in this Agreement).
- 2.8. In order to provide the Hosting Services in accordance with these Terms, the Customer acknowledges and agrees that the Formpipe Group may transfer the Shared Personal Data outside the country in which the Customer is located unless the parties have agreed otherwise and specified the relevant countries in the Order. In countries that do not provide for an adequate level of statutory data protection, the Formpipe Group will ensure that Shared Personal Data remains protected by use of contractual safeguards, such as the EU model clauses, if and as required per the data protection law applicable to the Shared Personal Data.
- 2.9. If the Formpipe Group becomes aware of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data (each a "**Security Incident**"), the

Formpipe Group will promptly:

- 2.9.1. notify the Customer of the Security Incident;
- 2.9.2. investigate the Security Incident and provide the Customer with detailed information about the Security Incident; and
- 2.9.3. take reasonable steps to mitigate the effects and to minimise any damage resulting from the Security Incident.

Any notification of a Security Incident will be delivered by a means selected by the Formpipe Group including via telephone or email. Any notification of a Security Incident by the Formpipe Group is not an acknowledgement by the Formpipe Group of any fault or liability with respect to the Security Incident.

- 2.10. Customer shall (i) have sole responsibility for the accuracy, quality, integrity, legality and reliability of Shared Personal Data and of the means by which it acquired Shared Personal Data; and (ii) ensure that data processing instructions given to the Formpipe Group are in accordance with applicable data protection laws. The Customer shall undertake any registrations or notifications required by applicable data protection laws and provide any notice and obtain any consent related to its use of the Platform and the provision of the Hosting Services by Formpipe, including those related to the collection, use, processing, transfer and disclosure of Shared Personal Data.
- 2.11. The Customer shall defend and indemnify the Formpipe Group against any claim made or brought against Formpipe by a third party alleging facts that, if true, would constitute a violation by the Customer of its obligations as Data Controller under this Agreement or applicable data protection laws.

3. U.S. Export

- 3.1. Certain elements of the Hosting Services are sourced from Microsoft and may be subject to U.S. export jurisdiction. The Customer shall comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>.

4. Anti-Bribery, Anti-Corruption and Anti Slavery and Human Trafficking

- 4.1. Each party represents and warrants that it shall at all times comply with all regulations and good business practices applicable to it when performing its duties under this Agreement, including the UK Bribery Act 2010 and Modern Slavery Act 2015, and that it shall take no action nor make payment that may constitute a violation of the foregoing acts.
- 4.2. Notwithstanding any statement in this Agreement to the contrary, if Customer takes any action that could constitute a violation of the UK Bribery Act 2010, Modern Slavery Act 2015 and all associated and/or successor legislation and regulation, Formpipe Group may immediately terminate this Agreement without any further obligation or liability hereunder.

5. Insurance

- 5.1. Formpipe Group shall maintain adequate insurance coverage with reputable insurance companies for professional indemnity insurance and general third party and product liability insurance of GBP 10,000,000. Formpipe Group shall, upon request, provide to the Customer a certificate of insurance provided by its insurer and evidencing the above-mentioned insurance coverage.

6. Regulatory and legal compliance

- 6.1. Unless otherwise stated in this Agreement, the Customer is solely responsible at its own cost for its compliance with all laws and regulations affecting the Customer's business and operations.

Exhibit 1: Data Processing Details

Subject Matter	<p>In the course of providing Support Services to Customer, Formpipe may be exposed to Customer's Customer Data on an occasional basis.</p> <p>In the course of providing the Hosting Services, Formpipe will store any Customer's Customer Data that the Customer chooses to convert into customer facing documents using the Software.</p> <p>"Customer's Customer Data" shall mean any Personal Data pertaining to Customer's existing customers, ex-customers, potential customers and Customer's employees.</p>	
Nature & Purpose of the Processing	<p>Formpipe is providing document formatting and archiving tools to the Customer. The Software takes data from the Customer's systems (e.g. Customer statements, confirmations and letters) and formats the data into customer facing documents. These documents are then routed to be printed, emailed and/or archived. Documents are also scanned by Customer and archived.</p> <p>Support Services</p> <ul style="list-style-type: none"> • In the event that the Formpipe Group is required to resolve a fault, it is unlikely that the Formpipe Group will view Personal Data and will instead have access only to the fields of data. • Customer may, in its sole discretion, authorise Formpipe to temporarily access Customer's Customer Data on an occasional and case-by-case basis as part of the Support Services if such access is required to solve a Fault or other issue relating to the Software. In such a case, Formpipe shall only have access to the Customer's Customer Data that is strictly required for the purpose of solving the Fault or other issue relating to the Software and shall be subject to continuous monitoring by Customer for the entire duration of Formpipe's intervention. • Unless Formpipe is providing Hosting Services, the occasional processing of Personal Data by Formpipe described above is conducted and accessed on site at Customer or remotely via a Customer controlled VPN and is not processed by Formpipe at any other time. • The only exception to the above situation would be for specific issues that are not evident in the test data system that might involve working with Personal Data off-site at Customer request. This data would only be processed as long as necessary to identify and fix the issue or complete a task before being erased. This off-site processing might also involve the migration of meta-data and files from one archive version or system to another. <p>Hosting Services</p> <ul style="list-style-type: none"> • Formpipe hosts the Software on behalf of the Customer. Any Personal Data processed within the Software is therefore stored by Formpipe while providing the Hosting Services. • Formpipe will not access the hosted Personal Data unless necessary as described above to deliver the Support Services. 	
Categories of Data Subjects	Customer's (i) existing customers; (ii) ex-customers; (iii) potential customers; and (iv) employees.	
Types of Personal Data (i.e. any information relating to an identified or identifiable person)	The types of Personal Data are solely decided by Customer i.e. the Customer will choose what Personal Data is processed using the Software. It may include any of the following:	
	Demographic Data	name, gender, date of birth, age, nationality

	Contact Details	home/work landline phone number, personal/work mobile, home/work postal address, personal/work email address
	Financial Data	Account numbers e.g. bank account number, credit card number
	Digital Identifiers	IP Address, MAC Address, X/Y Geographic Coordinate, meta data
	Social Media	Twitter Account, URL Facebook, URL LinkedIn, URL Pinterest, URL Instagram
	Government Identifiers	Passport number, personal public service number, driver's licence, income tax number
Recipients of the Personal Data	Formpipe Business Solutions and Support and Delivery, Projects and Development staff	
Data Transfers	Data is only transferred to Formpipe for the purposes of providing the Services. Preferred method of transfer is via FTPS. Files will be secured.	
Security Measures	As detailed in Formpipe's ISO 27001 Security Policy	
Other	Formpipe is ISO 27001 certified (certificate number 215763).	
Sub-Processors	<p>For Hosting Services only:</p> <p>Microsoft Azure</p> <p>Data Processing Activities: provider of hosting environment that Processor software and platform sits on</p> <p>Location as specified in the Order</p>	

Exhibit 2: List of technical and organisational measures

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

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

Formpipe has the following processes and procedures in place at its premises and on its systems. These are Formpipe's standard security processes and procedures and do not mean that any personal information is held locally on site/on its systems.

Access Control

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

Passwords and Encryption

- Formpipe uses full disk encryption on computers and deploys encryption in transit and at rest*.
- Formpipe Group shall ensure it keeps all encryption keys secure.
- Data shall only be stored at rest on Microsoft Azure*.
- Formpipe forces the use of strong, complex passwords.
- Passwords are changed in line with our ISMS guidance requirements .

Antivirus

- Formpipe uses up to date anti-virus/anti-malware software on all computers in accordance with good industry practice.

Asset Management

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

Secure Disposal

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

Staff Awareness

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

Recruitment and HR

- Staff are screened and suitable background checks are performed and references taken where applicable.
- Staff contracts have confidentiality and non-disclosure clauses.

Change Management

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

Backup and Recovery*

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

Business Continuity

- Formpipe Group shall put in place and maintain a business continuity plan to anticipate, withstand, respond to, and recover from severe but plausible operational disruption.

*Please note: no personal information of Customers is held/stored locally by the Formpipe Group.

Appendix 2 - Formpipe Hosting Services

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

Appendix 3 – Support Services

Where the Customer has opted in the Order to receive Support Services from the Formpipe Group in respect of a Product, additional terms and conditions shall apply in relation to those Support Services and are available upon application

Appendix 4- Professional Services

Where the Customer has opted in the Order to receive Professional Services from the Formpipe Group in respect of a Product, additional terms and conditions shall apply in relation to those Professional Services. and are available upon application

Appendix 5- Banking and Insurance

1. Reporting

- 1.1. Formpipe Group shall notify the Customer in writing, as soon as reasonably practicable, of any development that may have a material impact on its ability to perform the Services in line with the Availability, Response Time and/or Resolution Time performance levels (where applicable) set out in Appendix 2 (Hosting Services) and/or Appendix 3 (Support Services) and in compliance with laws and regulations applicable to it as a provider of the Services.

1. Confirmations

- 1.1. Formpipe Group confirms that it has the ability, capacity, and all authorisations required by domestic law to perform the Services reliably and professionally.

2. Business Contingency Plans

- 2.1. Notwithstanding anything in Appendix 1, Formpipe Group shall maintain a business contingency plan in respect of the Services and shall use its reasonable endeavours to test such a plan, including:
 - 2.1.1. assisting the Customer to assess the extent to which the plan may enable the delivery of important business services for which the Customer relies (wholly or in part) on Formpipe Group within the Customer's impact tolerance in severe but plausible scenarios; and
 - 2.1.2. testing its back-up facilities.
- 2.2. The assistance in paragraph 3.1 shall be subject to the Customer providing all reasonable support and assistance and paying to Formpipe Group its reasonable costs of such assistance.

3. Penetration Testing

- 3.1. Formpipe Group shall, at the cost of the Customer (such costs not to be unreasonably incurred), participate and co-operate in reasonable threat led testing of its systems, to the extent applicable to the Services.

4. Co-operation

- 4.1. Formpipe Group shall, at the cost of the Customer (such costs not to be unreasonably incurred), reasonably co-operate with a competent regulator (including a competent resolution authority), or anyone acting on their behalf or appointed by them, where such co-operation is required in relation to the Services.
- 4.2. Formpipe Group shall, at the cost of the Customer (such costs not to be unreasonably incurred), provide any Materials which the Customer has uploaded to the Product, which is hosted by Formpipe Group and which Formpipe Group holds in encrypted form, to a competent regulator or resolution authority, if required.

5. IT Incident

- 5.1. In the event that there is an IT incident impacting the Services provided to the Customer, where the Customer is receiving Support Services, Formpipe Group shall provide the Customer with reasonable assistance in respect of such incident in accordance with Appendix 3 (Support Services). Where the Customer is not receiving Support Services, Formpipe Group shall provide the Customer with reasonable assistance in respect of such incident subject to the payment of its reasonable costs (as determined ex-ante).

6. Audit

- 6.1. Subject to paragraph 7.2 and 7.3, Formpipe Group shall permit (and co-operate with) the Customer, its auditors and, if necessary, a competent regulator (including competent resolution authorities), or anyone appointed on behalf of them, to audit its operations (including, if reasonable, its data, devices, information, systems, and networks used for providing the outsourced service or monitoring its performance, its policies, processes, controls, company and financial information, premises, personnel and the outcome of security penetration testing) subject to, unless such restriction would be a breach of applicable law or regulation:
 - 6.1.1. the Customer paying Formpipe Group's reasonable costs;
 - 6.1.2. such audit being permitted no more than once per calendar year unless there is evidence of non-compliance by Formpipe Group with this Agreement or such audit is required by a competent regulator or resolution authority;

- 6.1.3. such audit being limited solely to those operations which apply to the Services;
 - 6.1.4. any third party, not being the Customer, agreeing to reasonable confidentiality terms with Formpipe Group;
 - 6.1.5. such audit being notified in writing at least 30 days in advance of the audit to pr-information-security@formpipe.com or such other address notified by Formpipe to the Customer in writing for such purpose, identifying the auditor and the purpose of the audit;
 - 6.1.6. the auditing entity taking all reasonable steps to minimise any disruption on Formpipe Group's operations; and
 - 6.1.7. Formpipe Group having the right to restrict access to, or redact (as applicable), business sensitive information or operations, subject to such restriction or redaction not impacting the purpose of any audit.
- 6.2. The Customer confirms that it shall only exercise the rights in the above paragraph where it has used all other means reasonably available to it to assess whether Formpipe Group is providing the relevant service effectively and in compliance with the Customer's legal and regulatory obligations and expectations, including offsite audits, such as certificates and other independent reports supplied by Formpipe Group or publicly available information. Only if these are insufficient shall it exercise its rights under paragraph 7.1.
- 6.3. The Customer recognises that Microsoft Azure is a large multi tenanted provider of hosting services and any rights of audit set out in this paragraph 7 do not, for the avoidance of doubt, extend to their operations. Both parties instead agree that Formpipe Group's only obligation shall be to use its reasonable endeavours to work with the Customer and Microsoft Azure to arrange the provision of such information, certificates, report, testing results or audit results as are reasonably required by the Customer and to arrange audits by or on behalf of the Customer, a competent regulator (including a competent resolution authority), or those appointed on their behalf.
- 7. Sub-contracting**
- 7.1. Other than the sub-contracting of hosting to Microsoft Azure, as set out in Appendix 2, and the maintenance and support provided by Formpipe Group Affiliates, as set out in Appendix 3, the parties agree that Formpipe Group is not providing any other outsourced service in respect of which the parties are required to implement sub-contracting restrictions under applicable regulations.
- 7.2. Formpipe Group agrees not to sub-contract the Hosting Services and Support Services other than as set out in the above paragraph and, by entering into this Agreement, the Customer consents to the appointment of Microsoft Azure and the Affiliates for the purposes of providing the Hosting Services and Support Services.
- 7.3. For the purposes of the sub-contracting to Microsoft under Appendix 2 and its Affiliates under Appendix 3, the Customer agrees that Formpipe Group may transfer all Materials provided by, or on behalf of, the Customer in accordance with this Agreement, to Microsoft, as set out in Appendix 2 and as required to its Affiliates to deliver the Support Services in accordance with Appendix 3.
- 7.4. Formpipe Group shall notify the Customer in writing of any material changes to the sub-outsourcing arrangement with Microsoft or to its arrangement with its Affiliates in respect of the Support Services. Such notification shall be provided reasonably in advance of the change and the Customer shall have the right to reasonably object to the change.
- 7.5. If a change is notified to the Customer in accordance with paragraph 8.4 above, the Customer has objected to such a change in accordance with the paragraph above and Formpipe Group wishes to continue with the change and the Customer reasonably determines that this change materially increases risk for the Customer, then the Customer may terminate the Hosting Services and/or Support Services (as applicable) on written notice.
- 7.6. A list of the Affiliates that Formpipe Group may use to provide the Support Services and their locations is set out in Exhibit 1 to this Appendix. Formpipe Group shall not add or replace any Affiliates for the purposes of providing the Support Services under Appendix 3, without obtaining the consent of the Customer.
- 7.7. To the extent that Formpipe Group has sub-contracted the Support Services to its Affiliates, Formpipe Group shall remain responsible and liable to the Customer for its Affiliates and Formpipe Group shall ensure

that its Affiliates:

7.7.1. comply with all applicable laws, regulations, and contractual obligations; and

7.7.2. grants audit rights equivalent to those set out in paragraph 7 above.

7.8. Formpipe Group shall enter into, maintain and enforce with Microsoft Azure such additional standard addendums as are offered by Microsoft Azure and are appropriate to end customers in the same industry as the Customer.

8. Termination

8.1. The Customer may terminate this Agreement immediately on written notice where:

8.1.1. the Customer is required to do so by applicable law or a competent regulator;

8.1.2. a development, event or incident related to the Services or Formpipe Group cannot be cured and increases the operational risks for the Customer significantly such that the Agreement becomes untenable (determined reasonably);

8.1.3. Formpipe Group takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this; or

8.1.4. Formpipe Group suspends or ceases, or threatens to suspend or cease, carrying on business.

8.2. Formpipe Group may only terminate under clause:

8.2.1. 16.2.1 where the material failure is not remediable or, where it is remediable, has not been remedied within 30 days of such failure being notified in writing to the Customer; and

8.2.2. 16.2.2 where the failure to pay by the due date for payment has been notified in writing to the Customer and the Customer has not paid within two (2) weeks after such notification.

8.3. Clause 16.2.3 shall not be a ground upon which Formpipe Group may terminate this Agreement, where this Appendix 5 applies.

9. Consequences of termination

9.1. Where this Agreement expires or terminates for any reason, Formpipe Group shall upon the written request of the Customer provide termination assistance services to the Customer ("**Termination Assistance Services**") on the following basis:

9.1.1. the Customer requests such Termination Assistance Services prior to the termination or expiry of the Agreement and such services shall only be available from the date of notice of such termination or the date of expiry until the end of three (3) months following the effective date of such termination or expiry;

9.1.2. Formpipe Group shall charge the Termination Assistance Services to Customer at Formpipe Group's then current published rate card; and

9.1.3. the scope of the Termination Assistance Services shall be agreed in writing between the parties.

9.2. If requested in writing by the Customer, the parties shall agree the scope of the Termination Assistance Services before any termination and Formpipe Group shall use its reasonable endeavours to test such arrangements, at the cost of the Customer (not to be unreasonably incurred).

10. Suspension

10.1. Clause 17 shall not apply, where this Appendix 5 applies.

Exhibit 1

List of Formpipe Group Affiliates and their locations:

Formpipe Software Limited - England