

Last updated May 10, 2020

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and LANGAPI COMPANY, doing business as Rutter (“Rutter”, “we”, “us”, or “our”), concerning your access to and use of the <http://www.rutterapi.com> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Use. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may

not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

By accepting these Terms, or by accessing or using the Service or Website, or authorizing or permitting any User or End-User to access or use the Service, You agree to be bound by these Terms. If You are entering into these Terms on behalf of a company, organization or another legal entity (an “Entity”), You are agreeing to these Terms for that Entity and representing to Rutter that You have the authority to bind such Entity and its affiliates to these Terms, in which case the terms “Subscriber,” “You,” “Your” or related capitalized terms herein shall refer to such Entity and its affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the Service.

## **1. DEFINITIONS**

When used in these Terms with the initial letters capitalized, in addition to terms defined elsewhere in these Terms, the following terms have the following meanings:

**Account:** means all Rutter accounts or instances created by or on behalf of Subscriber within the Service.

**Beta Services:** means a product, service or functionality provided by Rutter that may be made available to You to try at Your option at no additional

charge which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation, labs or by a similar description.

**Confidential Information:** means all information disclosed by You to Rutter or by Rutter to You which is in tangible form and labeled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For purposes of these Terms, Your Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms; or (d) was or is independently developed by the receiving party without use of the disclosing party’s Confidential Information.

**Documentation:** means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service or describing Service Plans, as applicable, provided or made available by Rutter to You in the applicable Rutter help center(s); provided, however, that Documentation shall specifically exclude any “community moderated” forums as provided or accessible through such knowledge base(s).

**End-User:** means any person or entity other than Subscriber or User with whom Subscriber or its Users interact using the Service.

**GDPR:** means Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation).

**Order Form:** means any Rutter generated service order form executed or approved by You with respect to Your subscription to the Service, which form may detail, among other things, the number of Users authorized to use the

Service under Your subscription to the Service and the Service Plan applicable to Your subscription to the Service.

Other Services: means third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which the Service links to, or which You may connect to or enable in conjunction with the Service, including, without limitation, Other Services which may be integrated directly into Your Rutter Service.

Personal Data: means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

Processing/To Process: means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Service: means the tools and services provided by Rutter, including, individually and collectively, Software, the API and any Documentation. Any new or modified features added to or augmenting or otherwise modifying the Service or other updates, modifications or enhancements to the Service (“Updates”) are also subject to these Terms and Rutter reserves the right to deploy Updates at any time.

Service Plan(s): means the packaged service plan(s) and the functionality and services associated therewith (as detailed on the Website applicable to the Service) for the Services to which You subscribe.

Website: means [www.rutterapi.com](http://www.rutterapi.com) and other websites that Rutter operates

Software: means software provided by Rutter (either by download or access through the internet) that allows Users and End-Users to use any functionality in connection with the Service.

Subscription Term: means the period during which You have agreed to subscribe to the Service with respect to any individual User.

User: means an individual authorized to use a Service through Your Account as an administrator, editor, contributor, and/or viewer as identified through a unique login.

Service Data or Your Data: means all electronic data, text, messages or other materials submitted to the Service by You, Users and End-Users in connection with Your use of the Service, including, without limitation, Personal Data.

## **2. GENERAL CONDITIONS; ACCESS TO AND USE OF THE SERVICE**

2.1 During the Subscription Term and subject to compliance by You, Users, and End-Users with these Terms, You have the limited right to access and use the Service consistent with the Service Plan You subscribe to for Your internal business purposes. Without limiting the foregoing, Your right to access and use the API is also subject to the restrictions and policies implemented by Rutter from time to time with respect to the API as set forth in the Documentation or otherwise communicated to You in writing.

2.2 A high-speed Internet connection is required for proper transmission of the Service. You are responsible for procuring and maintaining the network connections that connect Your network to the Service, including, but not

limited to, “browser” software that supports protocols used by Rutter, including Secure Socket Layer (SSL) protocol or other protocols accepted by Rutter, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, Users or End-Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Your Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Rutter. We assume no responsibility for the reliability or performance of any connections as described in this section.

2.3 You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than authorized Users and End-Users in furtherance of Your internal business purposes as expressly permitted by these Terms; (b) use the Service to Process Personal Data on behalf of any third party other than Users or End-Users; (c) modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (d) falsely imply any sponsorship or association with Rutter, (e) use the Service in any unlawful manner, including but not limited to violation of any person’s privacy rights; (f) use the Service to send unsolicited or unauthorized junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (g) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person’s intellectual property rights; (h) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components; (i) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service; (j) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Service to store or transmit any “protected health information” as that term is defined in 45 C.F.R. 160.103; (l) use the Service to knowingly post transmit, upload, link to, send or store any viruses, malware,

Trojan horses, time bombs, or any other similar harmful software (“Malicious Software”); or (m) try to use, or use the Service in violation of these Terms.

2.4 You are responsible for compliance with the provisions of these Terms by Users and End-Users and for any and all activities that occur under Your Account, as well as for all Your Data. Without limiting the foregoing, You are solely responsible for ensuring that use of the Service to store and transmit Your Data is compliant with all applicable laws and regulations. You also maintain all responsibility for determining whether the Service or the information generated thereby is accurate or sufficient for Your purposes. Subject to any limitation on the number of individual Users available under the Service Plan for which You subscribed, access to and use of the Service is restricted to the specified number of individual Users permitted under Your subscription to the Service. You agree and acknowledge that each User will be identified by a unique username and password (“Login”) and that a User Login may only be used by one (1) individual. You will not share a User Login among multiple individuals. You and Your Users are responsible for maintaining the confidentiality of all Login information for Your Account.

2.5 In addition to Our rights as set forth in Section 2 and 7.4, Rutter reserves the right, in Rutter reasonable discretion, to temporarily suspend Your access to and use of the Service: (a) during planned downtime for upgrades and maintenance to the Service (of which Rutter will use commercially reasonable efforts to notify You in advance both through Our forum page and a notice to Your Account owner and Users) (“Planned Downtime”); (b) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks; or (c) if We suspect or detect any Malicious Software connected to Your Account or use of the Service by You, Users or End-Users. We will use commercially

reasonable efforts to schedule Planned Downtime for weekends (US Pacific time zone) and other off-peak hours.

2.6 You acknowledge that Rutter may modify the features and functionality of the Service during the Subscription Term.

2.7 You may not access the Service if You are a direct competitor of Rutter, except with Rutter prior written consent. You may not access the Services for the purposes of monitoring performance, availability, functionality, or for any benchmarking or competitive purposes.

2.8 If You register for a free trial for the Service, We will make the Service available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the Service; (b) the start date of any subscription to the Service purchased by You for such Service; or (c) termination of the trial by Us in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into these Terms by reference and are legally binding. Please review the applicable Documentation during the trial period so that You become familiar with the features and functions of the Services under applicable Service Plans before You make Your purchase.

2.9 From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms that will be presented to You. Beta Services are not considered "Services" under this Agreement; however, all restrictions, Our reservation of rights and Your obligations concerning the Service, and use of any Third Party Services shall apply equally to Your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally

available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

### **3. DATA PRIVACY AND SECURITY; CONFIDENTIALITY**

3.1 Subject to the express permissions of these Terms, You and Rutter will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of us may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms and shall disclose such Confidential Information solely to those of our respective employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information. The provisions of this Section 3 shall supersede any non-disclosure agreement by and between You and Rutter entered prior to these Terms that would purport to address the confidentiality of Your Data and such agreement shall have no further force or effect with respect to Your Data.

3.2 Rutter will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality, and integrity of Your Data. These safeguards include encryption of Your Data in transmission (using SSL or similar technologies), except for certain Other Services that do not support encryption, which You may link to through Service at Your election. Our compliance with the provisions of this Section 3.2 shall be deemed compliance with Our obligations to protect Your Data as set forth in Section 3.1.

3.3 You agree that Rutter and the service providers We use to assist in providing the Service to You shall have the right to access Your Account and

to use, modify, reproduce, distribute, display and disclose Your Data solely to the extent necessary to provide the Service, including, without limitation, in response to Your support requests. Any third party service providers We utilize will only be given access to Your Account and Your Data as is reasonably necessary to provide the Service and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in Section 3.2; and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in Section 3.5.

Rutter may also access or disclose information about You, Your Account, Users or End-Users, including Your Data, in order to (a) comply with the law or respond to lawful requests or legal process; (b) protect Rutter or its customers' or partners' rights or property, including enforcement of these Terms or other policies associated with the Service; (c) act on a good faith belief that such disclosure is necessary to protect personal safety or avoid violation of applicable law or regulation.

3.4 We collect certain information about You, Users, and End-Users as well as Your and their respective devices, computers and use of the Service. We use, disclose, and protect this information as described in Our Privacy Policy, the then-current version of which is available at [www.rutterapi.com/privacy](http://www.rutterapi.com/privacy) and is incorporated into the Terms.

Your Data is currently hosted by Rutter or its authorized service partners in data centers located in the United States. If Your principal location is within the the United States, we will use commercially reasonable efforts to notify You at least thirty (30) days before our election to host Personal Data provided to Rutter in connection with use of the Service in data centers located outside the United States. If You are entitled to this notice and do not wish to have Your Personal Data hosted in data centers located in such other country or territory, You may terminate Your Subscription and Your Account

with immediate effect upon written notice to Rutter within 30 days or Your receipt of such notice.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

Each of us shall maintain all rights, title and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You, Users and End-Users to use the Service under these Terms do not convey any additional rights in the Service, or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service as expressly herein, all rights, title and interest in and to the Service and all hardware, software and other components of or used to provide the Service, including all related intellectual property rights, will remain with and belong exclusively to Rutter. Rutter shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You Users, or End-Users, or other third parties acting on Your behalf. Rutter, and Rutter's other product and service names, and logos used or displayed on the Service are registered or unregistered trademarks of Rutter (collectively, "Marks"), and You may only use such Marks to identify You as a Subscriber; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Rutter, its services or products.

#### **5. THIRD PARTY SERVICES**

If You decide to enable, access or use Other Services, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Other Services, including, without limitation, their content or the manner

in which they handle data (including Your Data) or any interaction between You and the provider of such Other Services. You irrevocably waive any claim against Rutter with respect to such Other Services. Rutter is not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services, or Your reliance on the privacy practices, data security processes or other policies of such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, You are expressly permitting Rutter to disclose Your Login as well as Your Data as necessary to facilitate the use or enablement of such Other Service.

## **6. BILLING, PLAN MODIFICATIONS AND PAYMENTS**

6.1 Unless otherwise indicated on a Form referencing these Terms and subject to Section 6.2, all charges associated with Your access to and use of the Service (“Subscription Charges”) are due in full upon commencement of Your Subscription Term. If You fail to pay Your Subscription Charges or charges for other services indicated on any Form referencing these Terms within five (5) business days of Our notice to You that payment is due or delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of the Service by You, Users and End-Users.

6.2 If You choose to upgrade Your Service Plan or increase the number of authorized Users during Your Subscription Term (a “Subscription Upgrade”), any incremental Subscription Charges associated with such Subscription Upgrade will be prorated over the remaining period of Your then-current Subscription Term, charged to Your Account and due and payable upon implementation of such Subscription Upgrade. In any future Subscription Term, Your Subscription Charges will reflect any such Subscription Upgrades.

6.3 No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to downgrade Your Service Plan. Downgrading Your Service Plan may cause loss of content, features, or

capacity of the Service as available to You under Your Account, and Rutter does not accept any liability for such loss. Rutter reserves the right to contact You about special pricing if You maintain an exceptionally high number of Users, End-Users or other excessive stress on the Service.

6.4 Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). You are responsible for paying Taxes except those assessable against Rutter based on its income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

6.5 If You pay by credit card, the Service provides an interface for the account owner to change credit card information (e.g. upon card renewal). The Account owner will receive a receipt upon each receipt of payment by Rutter, or they may obtain a receipt from within the Service to track subscription status. You hereby authorize Rutter to bill Your credit card or another payment instrument in advance on a periodic basis in accordance with the terms of the Service Plan until you terminate your Subscription, and you further agree to pay any Subscription Charges so incurred. Rutter uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use Your billing information except to process Your credit card information for Rutter.

## **7. CANCELLATION AND TERMINATION**

7.1 Either You or Rutter may elect to terminate Your Account and subscription to the Service as of the end of your then-current Subscription Term by providing notice, in accordance with these Terms, on or prior to the date thirty (30) days preceding the end of such Subscription Term. Unless Your Account and subscription to the Service is so terminated, Your subscription to the Service will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in any Form, the

Subscription Charges applicable to Your subscription to the Service for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan to which You have subscribed as of the time such subsequent Subscription Term commences.

7.2 No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term. Following the termination or cancellation of Your subscription to the Service and/or Account, We reserve the right to delete all Your Data in the normal course of operation. Your Data cannot be recovered once Your Account is canceled.

7.3 If You terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term or We effect such termination or cancellation pursuant to Section 2.5(c) or 7.4, in addition to other amounts You may owe Rutter, You must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term. This amount will not be payable by You in the event You terminate Your subscription to the Service or cancel Your Account as a result of a material breach of these Terms by Rutter, provided that You provide advance notice of such breach to Rutter and afford Rutter not less than thirty (30) days to reasonably cure such breach.

7.4 Rutter reserves the right to modify, suspend or terminate the Service (or any part thereof), Your Account or Your and/or Users' and/or End-Users' rights to access and use the Service, and remove, disable and discard any of Your Data if We believe that You, Users or End-Users have violated these Terms. This includes the removal or disablement of Your Data in accordance with Our Copyright Infringement Notice and Takedown Policy available at [www.rutterapi.com/privacy](http://www.rutterapi.com/privacy). Unless legally prohibited from doing so, Rutter will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. Rutter shall not be liable to

You, Users, End-Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by You, Users or End-Users may be referred to law enforcement authorities at Our sole discretion.

## **8. PROMOTIONAL CREDITS POLICY**

We may, at Our sole discretion, choose to offer credits for the Service in various ways, including but not limited to, coupons, promotional campaigns, and referrals for Rutter services such as training. Rutter reserves the right to award credits at its sole discretion. Credits have no monetary or cash value and can only be used by You to offset Your subsequent payments of Subscription Charges for the Service. Credits may only be applied to Subscription Charges due for the Service specifically identified by Rutter when issuing the credit. Credits can only be used by You and are non-transferable. To the extent that You have been awarded credits, unless the instrument (including any coupon) states an earlier expiration date, credits shall expire and no longer be redeemable twelve (12) months from the date the credit was issued.

## **9. DISCLAIMER OF WARRANTIES**

THE WEBSITE AND THE SERVICE, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND Rutter EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT Rutter DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO

INFORMATION OR ADVICE OBTAINED BY YOU FROM Rutter OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## **10. LIMITATION OF LIABILITY**

10.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THESE TERMS, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THESE TERMS OR THE SERVICE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

10.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, Rutter's AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE TERMS OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION TO, OR USE OR EMPLOYMENT OF THE SERVICE, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 10.2 IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF Rutter WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. Rutter HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU

THE RIGHTS TO ACCESS AND USE THE SERVICE PROVIDED FOR IN THESE TERMS.

10.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, Rutter's LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **11. INDEMNIFICATION**

11.1 Rutter will indemnify and hold You harmless, from and against any claim against You by reason of Your use of the Service as permitted hereunder, brought by a third party alleging that the Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). Rutter shall, at its expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Rutter for such defense, provided that (a) You promptly notify Rutter of the threat or notice of such IP Claim, (b) Rutter will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim, and (c) You fully cooperate with Rutter in connection therewith. If use of the Service by You, Users or End-Users has become, or in Rutter's opinion is likely to become, the subject of any such IP Claim, Rutter may at its option and expense (a) procure for You the right to continue using the Service as set forth hereunder; (b) replace or modify the Service to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Rutter, terminate Your subscription to the Service and repay You, on a pro-rated basis, any Subscription Charges previously paid to Rutter for the corresponding unused portion of Your Subscription Term. Rutter will have no liability or obligation under this Section 11.1 with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Service by anyone other than Rutter; or (iii) the combination, operation

or use of the Service with other hardware or software where the Service would not by itself be infringing.

The provisions of this Section 11.1 state the sole, exclusive and entire liability of Rutter to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service by You, Users or End-Users.

11.2 You will indemnify and hold Rutter harmless against any claim brought by a third party against Rutter arising from or related to use of the Service by You, Users or End-Users in breach of these Terms or matters which You have expressly agreed to be responsible pursuant to these Terms; provided (a) We shall promptly notify You of the threat or notice of such claim; (b) You will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, You shall not settle or compromise any claim that results in liability or admission of any liability by Us without Our prior written consent); and (c) We fully cooperate with You in connection therewith.

## **12. ASSIGNMENT; ENTIRE AGREEMENT; REVISIONS**

12.1 You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of these Terms or Your rights under these Terms or delegate performance of Your duties under these Terms without Rutter's prior consent, which consent will not be unreasonably withheld. We may, without Your consent, assign Our agreement with You in connection with any merger or change of control of Rutter or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to these Terms. Subject to the foregoing restrictions, these Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

12.2 These Terms, together with any Form(s), constitute the entire agreement and supersede any and all prior agreements between You and Rutter with regard to the subject matter hereof. These Terms and any Form(s) shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any Entity which you represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either party with respect to the subject matter hereof. Notwithstanding the foregoing, additional terms may apply to certain features or functionality Rutter offers through the Service (the “Additional Terms”). In those instances, We will notify You of such Additional Terms prior to the activation of these features or functionality and the activation of these features or functionality in Your Account will be considered acceptance of the Additional Terms. All such Additional Terms will be considered incorporated into these Terms when You or any User designated as an administrator on your Account activates the feature or functionality. Where there’ is a conflict between these Terms and the Additional Terms, the Additional Terms will control.

12.3 We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any such amendment and Your continued use of the Service following the effective date of any such amendment may be relied upon by Rutter as Your consent to any such amendment. Rutter’s failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

### **13. SEVERABILITY**

If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent

permitted by law, and the remaining provisions of these Terms shall remain in effect.

#### **14. EXPORT COMPLIANCE AND USE RESTRICTIONS**

The Service and other Software or components of the Service which Rutter may provide or make available to You, Users or End-Users may be subject to U.S. export control and economic sanctions laws. You agree to comply with all such laws and regulations as they relate to access to and use of the Service, Software and such other components by You, Users and End-Users. You shall not access or use the Service if You are located in any jurisdiction in which the provision of the Service, Software or other components is prohibited under U.S. or other applicable laws or regulations (a “Prohibited Jurisdiction”) and You shall not provide access to the Service to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (i) You are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (ii) You are not a national of, or a company registered in, any Prohibited Jurisdiction, (iii) You shall not permit Users or End-Users to access or use the Service in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions, and (iv) You shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You, Users and End-Users are located.

#### **15. RELATIONSHIP OF THE PARTIES**

The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

#### **16. SURVIVAL**

Sections 1, 3, 4 and 9-19 shall survive any termination of our agreement with respect to use of the Service by You, Users or End-Users. Termination of such agreement shall not limit Your or Rutter's liability for obligations accrued as of or prior to such termination or for any breach of these Terms.

## **17. NOTICE**

All notices to be provided by Rutter to You under these Terms may be delivered in writing (i) by nationally recognized overnight delivery service ("Courier") or US mail to the contact mailing address provided by You on any Form; or (ii) electronic mail to the electronic mail address provided for Your Account owner. You must give notice to us in writing by Courier or US Mail to the following address: Rutter, Inc., Attn: Legal Department, 544 Guerrero #3, San Francisco, CA 94110 USA. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

## **18. GOVERNING LAW**

These Terms shall be governed by the laws of the State of California without regard to conflict of laws principles. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of California, San Francisco County, for the purpose of resolving any dispute relating to the Terms or access to or use of the Service by You, Users or End-Users.

## **19. FEDERAL GOVERNMENT END USE PROVISIONS**

If You are a U.S. federal government department or agency or contracting on behalf of such department or agency, this Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with

48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, this Service is licensed to You with only those rights as provided under the terms and conditions of these Terms.

# Exhibit A

## Data Processing Agreement

This Data Processing Agreement (the “DPA”) is made between Rutter as the data processor (the “Data Processor”) and the Subscriber as the data controller (the “Data Controller”) to reflect the parties’ agreement with respect to the terms governing the Processing of Personal Data under the Terms. In case of discrepancy between DPA and the Terms, DPA prevails.

### 1. DEFINITIONS

1.1 Capitalized terms used in this DPA shall have the meanings given to them in the Terms and below:

(a) Applicable Data Protection Law: means the following data protection law(s): means (i) where Data Controller is established in a European Economic Area (“EEA”) member state or where Data Controller’s Agents or End-Users access the Services from an EEA member state: GDPR; and (ii) where Data Controller is established in Switzerland, the Swiss Federal Act of 19 June 1992 on Data Protection (as may be amended or superseded).

(d) Sub-processor: means any third party data processor engaged by Data Processor, who receives Personal Data from Data Processor for processing on behalf of Data Controller and in accordance with Data Controller’s

instructions (as communicated by Data Processor) and the terms of its written subcontract.

(e) Supervisor: means any Data Protection Supervisory Authority with competence over Data Controller's and Data Processor's Processing of Personal Data.

## **2. PURPOSE**

2.1 Pursuant to the Terms the Data Controller is granted a license to access and use the Service. In providing the Service, Data Processor will engage, on behalf of Data Controller, in the Processing of Personal Data submitted to and stored within the Service by Data Controller.

2.2 The Parties are entering into this DPA to ensure that the Processing by Data Processor of Personal Data, within the Service by Data Controller and/or on its behalf, is done in a manner compliant with Applicable Data Protection Law and its requirements regarding the collection, use and retention of Personal Data of Data Subjects.

## **3. OWNERSHIP OF THE SERVICE DATA**

3.1 As between the Parties, all Service Data Processed under the terms of this DPA and the Terms shall remain the property of Data Controller. Under no circumstances will Data Processor act, or be deemed to act, as a "controller" (or equivalent concept) of the Service Data Processed within the Service under any Applicable Data Protection Law.

## **4. OBLIGATIONS OF DATA PROCESSOR**

4.1 The Parties agree that the subject-matter and duration of Processing performed by Data Processor under this DPA, including the nature and

purpose of Processing, the type of Personal Data, and categories of Data Subjects, shall be as described in Appendix 1 of this DPA and in the Terms.

4.2 As part of Data Processor providing the Service to Data Controller under the Terms, Data Processor agrees and declares as follows:

(a) to process Personal Data in accordance with Data Controller's documented instructions as set out in the Terms and this DPA or as otherwise necessary to provide the Service, except where required otherwise by applicable laws (and provided such laws do not conflict with Applicable Data Protection Law); in such case, Data Processor shall inform Data Controller of that legal requirement upon becoming aware of the same (except where prohibited by applicable laws);

(b) to ensure that all staff and management of any member of the Processor are fully aware of their responsibilities to protect Personal Data in accordance with this DPA and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) to implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access (a "Data Security Breach"), provided that such measures shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, so as to ensure a level of security appropriate to the risks represented by the Processing and the nature of the Data to be protected;

(d) to notify Data Controller, without undue delay, in the event of a confirmed Data Security Breach affecting Data Controller's Service Data and to

cooperate with Data Controller as necessary to mitigate or remediate the Data Security Breach;

(e) to comply with the requirements of Section 5 (Use of Sub-processors) when engaging a Sub-processor;

(f) taking into account the nature of the Processing, to assist Data Controller (including by appropriate technical and organizational measures), insofar as it is commercially reasonable, to fulfil Data Controller's obligation to respond to requests from Data Subjects to exercise their rights under Applicable Data Protection Law (a "Data Subject Request"). In the event Data Processor receives a Data Subject Request directly from a Data Subject, it shall (unless prohibited by law) direct the Data Subject to the Data Controller in the first instance. However, in the event Data Controller is unable to address the Data Subject Request, taking into account the nature of the Processing and the information available to Data Processor, Data Processor, shall, on Data Controller's request and at Data Controller's reasonable expense, address the Data Subject Request, as required under the Applicable Data Protection Law;

(g) upon request, to provide Data Controller with commercially reasonable information and assistance, taking into account the nature of the Processing and the information available to Data Processor, to help Data Controller to conduct any data protection impact assessment or Supervisor consultation it is required to conduct under Applicable Data Protection Law;

(h) upon termination of Data Controller's access to and use of the Service, to comply with the requirements of Section 9 (Return and Destruction of Personal Data);

(i) to comply with the requirements of Section 6 (Audit) in order to make available to Data Controller information that demonstrates Data Processor's compliance with this DPA; and

(j) to appoint a security officer who will act as a point of contact for Data Controller, and coordinate and control compliance with this DPA, including the measures detailed in Exhibit A to this DPA.

(k) Data Processor shall immediately inform Data Controller if, in its opinion, Data Controller's Processing instructions infringe any law or regulation. In such event, Data Processor is entitled to refuse Processing of Personal Data that it believes to be in violation of any law or regulation.

## 5. USE OF SUB-PROCESSORS

5.1 Data Controller agrees that Data Processor may appoint Sub-processors to assist it in providing the Service and Processing Personal Data provided that such Sub-processors:

(a) agree to act only on Data Processor's instructions when Processing the Personal Data (which instructions shall be consistent with Data Controller's Processing instructions to Data Processor); and

(b) agree to protect the Personal Data to a standard consistent with the requirements of this DPA, including by implementing and maintaining appropriate technical and organizational measures to protect the Personal Data they Process consistent with the Security Standards described in Appendix 2.

5.2 Data Processor agrees and warrants to remain liable to Data Controller for the subcontracted Processing services of any of its direct or indirect Sub-Processors under this DPA. Data Processor shall maintain an up-to-date list of the names and location of all Sub-Processors used for the Processing of Personal Data under this DPA at <https://rutterapi.com/subprocessors/>. Data Processor shall update the list of any Sub-Processor to be appointed at least

30 days prior to the date on which the Sub-Processor shall commence processing Personal Data.

5.3 In the event that Data Controller objects to the Processing of its Personal Data by any newly appointed Sub-Processor as described in Section 5.2, it shall inform Data Processor immediately. In such event, Data Processor will either (a) instruct the Sub-Processor to cease any further processing of Data Controller's Personal Data, in which event this DPA shall continue unaffected, or (b) allow Data Controller to terminate this DPA (and any related services DPA with Data Processor) immediately and provide it with a pro rata reimbursement of any sums paid in advance for Services to be provided but not yet received by Data Controller as of the effective date of termination.

5.4 In addition, and as stated in the Terms, the Service provides links to integrations with Third Party Services, including, without limitation, certain Third Party Services which may be integrated directly into Data Controller's account or instance in the Service. If Data Controller elects to enable, access or use such Third Party Services, its access and use of such Third Party Services is governed solely by the terms and conditions and privacy policies of such Third Party Services, and Data Processor does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third Party Services, including, without limitation, their content or the manner in which they handle Service Data (including Personal Data) or any interaction between Data Controller and the provider of such Third Party Services. Data Processor is not liable for any damage or loss caused or alleged to be caused by or in connection with Data Controller's enablement, access or use of any such Third Party Services, or Data Controller's reliance on the privacy practices, data security processes or other policies of such Third Party Services. The providers of Third Party Services shall not be deemed Sub-processors for any purpose under this DPA.

## **6. AUDIT**

6.1 The Parties acknowledge that Data Processor may use external auditors to verify the adequacy of its security measures, including the security of the physical data centres from which Data Processor provides its data processing services.

6.2 Data Processor shall provide responsive and detailed information to Data Controller's requests for information (including any requests by Data Controller under instruction from Data Subjects), which may include responses to relevant information security and audit questionnaires.

6.3 At Data Controller's written request, Data Processor will provide Data Controller with a confidential summary of the Report ("Summary Report") so that Data Controller can reasonably verify Data Processor's compliance with the security and audit obligations under this DPA. The Summary Report will constitute Data Processor's Confidential Information under the confidentiality provisions of Data Processor's Terms.

## **7. INTERNATIONAL DATA EXPORTS**

7.1 Data Controller acknowledges that Data Processor and its Sub-processors may maintain data processing operations in countries that are outside of the EEA and Switzerland. As such, both Data Processor and its Sub-processors may Process Personal Data in non-EEA and non-Swiss countries. This will apply even where Data Controller has agreed with Data Processor to host Personal Data in the EEA if such non-EEA Processing is necessary to provide support-related or other services requested by Data Controller.

## **8. OBLIGATIONS OF DATA CONTROLLER**

8.1 As part of Data Controller receiving the Service under the Terms, Data Controller agrees and declares as follows:

(a) it is solely responsible for the accuracy of Personal Data and the means by which such Personal Data is acquired and the Processing of Personal Data by Data Controller, including instructing Processing by Data Processor in accordance with this DPA, is and shall continue to be in accordance with all the relevant provisions of the Applicable Data Protection Law, particularly with respect to the collection, security, protection and disclosure of Personal Data;

(b) that if Processing by Data Processor involves any “special” or “sensitive” categories” of Personal Data (as defined under Applicable Data Protection Law), Data Controller has collected such Personal Data in accordance with Applicable Data Protection Law;

(c) that Data Controller will inform its Data Subjects:

(i) about its use of data processors to Process their Personal Data, including Data Processor, to the extent required under Applicable Data Protection Law; and

(ii) that their Personal Data may be Processed outside of the European Economic Area;

(d) That it shall notify to the Data Processor the contact details of EU representative of the Data Controller, if applicable; and of the data protection officer of the Data Controller, if appointed;

(e) that it shall respond in reasonable time and to the extent reasonably practicable to enquiries by Data Subjects regarding the Processing of their Personal Data by Data Controller, and to give appropriate instructions to Data Processor in a timely manner; and

(f) that it shall respond in a reasonable time to enquiries from a Supervisor regarding the Processing of relevant Personal Data by Data Controller.

## **9. RETURN AND DESTRUCTION OF PERSONAL DATA**

9.1 Upon the termination of Data Controller's access to and use of the Service, Data Processor will up to thirty (30) days following such termination permit Data Controller to export its Service Data, at its expense, in accordance with the capabilities of the Service. Following such period, Data Processor shall have the right to delete all Service Data stored or Processed by Data Processor on behalf of Data Controller in accordance with Data Processor's deletion policies and procedures. Data Controller expressly consents to such deletion.

## **10. DURATION**

10.1 This DPA will remain in force as long as Data Processor Processes Personal Data on behalf of Data Controller under the Terms.

## **11. LIMITATION ON LIABILITY**

11.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS DPA, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (BEING DATA LOST IN THE COURSE OF TRANSMISSION VIA DATA CONTROLLER'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF DATA PROCESSOR), BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS DPA,

OR THE SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

11.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DPA OR THE TERMS, DATA PROCESSOR'S AGGREGATE LIABILITY TO DATA CONTROLLER OR ANY THIRD PARTY ARISING OUT OF THIS DPA AND ANY LICENSE, USE OR EMPLOYMENT OF THE SERVICE, SHALL IN NO EVENT EXCEED THE LIMITATIONS SET FORTH IN THE TERMS.

11.3 FOR THE AVOIDANCE OF DOUBT, THIS SECTION SHALL NOT BE CONSTRUED AS LIMITING THE LIABILITY OF EITHER PARTY WITH RESPECT TO CLAIMS BROUGHT BY DATA-SUBJECTS.

## **12. MISCELLANEOUS**

12.1 This DPA may not be amended or modified except by a writing signed by both Parties hereto. This DPA may be executed in counterparts. The terms and conditions of this DPA are confidential and each party agrees and represents, on behalf of itself, its employees and agents to whom it is permitted to disclose such information that it will not disclose such information to any third party; provided, however, that each party shall have the right to disclose such information to its officers, directors, employees, auditors, attorneys and third party contractors who are under an obligation to maintain the confidentiality thereof and further may disclose such information as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction or as reasonably necessary to comply with any applicable law or regulation. Data Controller may not, directly or indirectly, by operation of law or otherwise, assign all or any part of its rights under this DPA or delegate performance of its duties under this DPA without Data Processor's prior consent, which consent will not be unreasonably withheld. Data Processor may, without Data Controller's consent, assign this DPA to any affiliate or in connection with any merger or change of control of Data Processor or the sale of all or substantially all of its assets provided that any

such successor agrees to fulfil its obligations pursuant to this DPA. Subject to the foregoing restrictions, this DPA will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. This DPA and the Terms constitute the entire understanding between the Parties with respect to the subject matter herein, and shall supersede any other arrangements, negotiations or discussions between the Parties relating to that subject-matter.

### **13. GOVERNING LAW AND JURISDICTION**

13.1 This DPA shall be governed by the laws of the State of California without regard to conflict of laws principles. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of California, San Francisco County, for the purpose of resolving any dispute relating to this DPA

### **Appendix 1: Subject Matter and Details of the Data Processing**

#### **Subject Matter**

Data Processor's provision of the Services and related technical support to the Data Controller.

#### **Duration of the Processing**

The applicable Subscription Term (as defined in the Terms) plus the period from expiry of such Subscription Term until deletion of all Service Data by the Data Processor in accordance with the DPA.

#### **Nature and Purpose of the Processing**

The Data Processor will process Service Data, which qualify as Personal Data, submitted, stored, sent or received by the Data Controller, Users or End-Users (both as defined in the Terms) via the Services for the purposes of

providing the Services and related technical support to Customer in accordance with the DPA.

### **Categories of Data**

Personal data submitted, stored, sent or received by the Data Controller, Users or End-User via the Services may include the following categories of data: user IDs, email, documents, presentations, images, calendar entries, tasks and other data.

### **Data Subjects**

Personal data submitted, stored, sent or received via the Services may concern the following categories of data subjects: Users including Data Processor's employees and contractors; Users including Data Processor's customers, suppliers and subcontractors; and any other person who transmits data via the Services, including individuals collaborating and communicating with Users and End-Users.

### **Appendix 2: Security Measures**

The Data Processor will implement and maintain the Security Standards set out in this Appendix 2 to the DPA. the Data Processor may update or modify such Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.

1. Physical Access Controls: Data Processor shall take reasonable measures to prevent physical access, such as security personnel and secured buildings and factory premises, to prevent unauthorized persons from gaining access to Personal Data, or ensure Third Parties operating data centers on its behalf are adhering to such controls.

2. System Access Controls Data Processor shall take reasonable measures to prevent Personal Data from being used without authorization. These controls shall vary based on the nature of the Processing undertaken and may include, among other controls, authentication via passwords and/or two-factor authentication, documented authorization processes, documented change management processes and/or, logging of access on several levels.

3. Data Access Controls Data Processor shall take reasonable measures to provide that Personal Data is accessible and manageable only by properly authorized staff, direct database query access is restricted and application access rights are established and enforced to ensure that persons entitled to use a data processing system only have access to the Personal Data to which they have privilege of access; and, that Personal Data cannot be read, copied, modified or removed without authorization in the course of Processing.

4. Transmission Controls: Data Processor shall take reasonable measures to ensure that it is possible to check and establish to which entities the transfer of Personal Data by means of data transmission facilities is envisaged so Service Data cannot be read, copied, modified or removed without authorization during electronic transmission or transport.

5. Input Controls: Data Processor shall take reasonable measures to provide that it is possible to check and establish whether and by whom Service Data has been entered into data processing systems, modified or removed. Data Processor shall take reasonable measures to ensure that (i) the Personal Data source is under the control of Data Controller; and (ii) Personal Data integrated into the Service is managed by secured transmission from Data Controller.

6. Data Backup: Back-ups of the databases in the Service are taken on a regular basis, are secured, and encrypted to ensure that Personal Data is

protected against accidental destruction or loss when hosted by Data Processor.

7. Logical Separation: Data from different Data Processor's subscriber environments is logically segregated on Data Processor's systems to ensure that Personal Data that is collected for different purposes may be Processed separately.