

## Supplemental Terms and Conditions for ScanSource Device Management Service powered by ForgeServe

These supplemental terms and conditions for ScanSource Device Management Service powered by ForgeServe) (“**Supplemental Terms**”) incorporate the standard Trading Terms of ScanSource Europe SPRL as amended from time to time (“**General Terms**”, available at [www.scansource.eu/legal-terms](http://www.scansource.eu/legal-terms)) and shall be deemed to be of even date as the General Terms. To the extent there is any conflict between these Supplemental Terms and the General Terms, these Supplemental Terms prevail.

### 1. DEFINITIONS

1.1 The definitions set out in the General Terms will apply to these Supplemental Terms. The following additional definitions will also apply to these Supplemental Terms:

<b>Agreement</b>	The contract for the use of the Cloud Services which incorporates the General Terms and these Supplemental Terms.
<b>Business Hours</b>	09.00 to 17.30 UK time on any Business Day
<b>Business Days</b>	any day which is not a Saturday, Sunday or public holiday in the UK
<b>Cloud Services</b>	use of the Software through the Hosting Services and/or Maintenance and Support as applicable, given the context in which the term Service is used as amended by ScanSource and/or its Suppliers from time to time.
<b>Cloud Portal</b>	Any web portal provided by ScanSource or its Supplier in provisions of the Cloud Services.
<b>Cloud Technology</b>	Any materials, equipment, software or other technology owned by ScanSource or its Suppliers or used by ScanSource or its Suppliers under a third party licence or permission, including software and software tools, hardware, computer and telecommunications systems, networks and architecture, and materials and documentation, in whatever format.
<b>End Users</b>	The end customer purchasing the Cloud Services from You.
<b>Data Protection Laws</b>	All applicable data protection laws and regulations in any jurisdiction, including without limitation the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (“ <b>GDPR</b> ”), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (“ <b>PECR</b> ”) and any legislation in the UK that converts or

replaces into domestic law the GDPR or the PECR as consequence of the United Kingdom leaving the European Union.

**Software** The proprietary software in machine-readable object code form only including any error corrections, updates, upgrades, modifications and enhancements to it provided by Swoop Datacom and supplied by ScanSource under this Agreement.

**Suppliers** Swoop Datacom and any other of ScanSource’s suppliers from time to time.

**Supplier Contracts** The Swoop Datacom Contract being a Supplier Contract for provision of the Cloud Services.

**Swoop Datacom** Swoop Datacom Limited, a Supplier of ScanSource, who will be providing all or part of the Cloud Services.

**Swoop Datacom Acceptable Use Policy** Swoop Datacom’s acceptable use policy as may be made available on the Cloud Portal and as may be amended by Swoop Datacom from time to time.

**Third Party Hosting Provider** Amazon Web Services (AWS), including any group subsidiary that may host the Services locally, or such other reputable hosting company as may be appointed by the Supplier or ScanSource to host the Services as advised from time to time.

### 2. SERVICES

2.1 You wish to purchase and ScanSource wishes to provide Cloud Services on the terms set out in this Agreement pursuant to orders placed in accordance with the General Terms. The Cloud Services are to be resold by You to an End User under a contract between You and such End User.

2.2 ScanSource will use its reasonable endeavours to provide the Cloud Services in a timely manner and in accordance with any delivery timescales indicated. Unless otherwise specified, however, all delivery timescales are estimates only, and ScanSource shall have no liability to You for failure to meet any delivery timescales.

2.3 You will procure that the End Users comply with these Supplemental Terms and include respective terms and conditions in Your contracts with End Users. Where there is an obligation on You under this Agreement You shall procure (where applicable) that such obligation is passed through to the End User and procure that the End User complies with the same.

2.4 You shall be responsible for any breaches of this Agreement caused by the End User(s) or its personnel.

### 3. YOUR OBLIGATIONS

3.1 You shall comply with the terms and conditions set out in Schedule 1.

3.2 You shall enter into a contract with each End User (i) on terms no less stringent than set out in these Supplemental Terms and Conditions and (ii) incorporating as a minimum the Minimum End User Terms and Conditions set out in Schedule 1.

3.3 You shall and shall procure that the End User shall:

(a) ensure that all equipment connected to the Cloud Services is technically compatible with the relevant Cloud Services and any applicable specifications, and that Your site and the equipment complies with and is used in accordance with all reasonable procedures notified by ScanSource and any applicable legislation.

(b) not except in the circumstances required to be permitted by applicable law, alter, rearrange, disconnect, remove, decompile, reverse engineer, repair or attempt to repair or tamper with the Cloud Services (including any of ScanSource's or its Suppliers' equipment or software) or cause, or allow, a third party to do any of these activities, without ScanSource's prior written consent.

(c) be solely responsible for the content and security of any data or information which You (or any person on Your behalf) sends or receives using the Cloud Services, and You will allow ScanSource and its Suppliers to copy, display, distribute, download, transmit and otherwise use the Content in accordance with applicable law and solely as reasonably required to perform ScanSource's obligations under this Agreement.

(d) ensure that You have all necessary right, title and interest in and to the data, and that You have obtained all consents, licenses, permissions and releases necessary to grant ScanSource and its Suppliers the right to copy, display, distribute, download, transmit and otherwise use the data solely as reasonably required to perform ScanSource's obligations under this Agreement.

(e) if given access to the Cloud Portal, comply with all reasonable terms of use as made available from time to time on the Cloud Portal for such use and comply with the Minimum End User Terms and Conditions (notwithstanding that You are not the End User).

(f) comply at all times with all applicable laws and regulations including but not limited to any applicable Data Protection Laws and with any Acceptable Use Policy.

(g) be responsible for the payment of all charges applicable to the Cloud Services (including charges incurred as a result of fraud or unauthorised use of the Cloud Services);

(h) be responsible for the payment of all agreed additional fees or charges arising from Your service requests and/or usage;

(i) unless otherwise agreed in writing by the parties, You shall during the course of this Agreement, have comprehensive general liability insurance covering public and products liability, and employer's liability with a coverage of at least £2 (two) million. You shall, as

and when requested, provide ScanSource with such evidence as it may require in relation to Your insurance;

(j) provide ScanSource with: (i) all necessary and reasonable cooperation in relation to this Agreement and (ii) all necessary and reasonable access to such information as may be required by ScanSource, in order to render the Cloud Services including but not limited to Customer Data, security access information and software interfaces to other business applications as may be appropriate;

(k) comply with all rules and procedures for the scanning in and out of devices as the same may be notified by ScanSource in writing to You or the End User from time to time;

(l) only allow access to the Cloud Services to authorised users that have had the requisite and appropriate training and in the use of the Cloud Services. This sub-clause (i) shall not apply in the case of the End User where You provide first line technical support services to the End User;

(m) not and shall procure that the End User shall not store, distribute or transmit any virus or any material through the Hosting Services that is unlawful, harmful, threatening, defamatory, or obscene;

(n) not and shall procure that the End User shall not attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software except to the extent expressly permitted by this Agreement; and

(o) access all or part of the Software or Hosting Services in order to build a product or service which competes with the Software and/or Services.

3.4 You shall

3.5 Without prejudice to any other rights and remedies, You shall immediately notify ScanSource of any breach or suspected breach of this Agreement (including without limitation any breach or suspected breach of the Minimum End User Terms and Conditions) and take all steps necessary to procure that such breach is remedied without delay. You acknowledge that if, in the sole opinion of ScanSource, You or the End User are using the Cloud Services in breach of this Agreement then ScanSource reserves the right to suspend or cease providing the Cloud Services in respect of that End User. For the avoidance of doubt, upon the termination or suspension of the Cloud Services due to Your or an End User's breach of the terms of this Agreement You shall not be entitled to any refund of the fees paid for the Cloud Services or any part thereof.

### 4. SOFTWARE

4.1 ScanSource makes no guarantee that the Software satisfies Your demands or the demands of the End Users, that the Software is compatible with other products other than those listed in the specification, or will operate without interruption or faults, or that errors can be rectified.

4.2 In return for payment of the fees hereunder, ScanSource grants You a non-perpetual, non-exclusive, terminable, limited license to the Software that You may resell to End Users only, for use exclusively in their business operations, on the terms set out in this

- Agreement. Any such rights to use the Software shall not be transferable by the End User to third parties.
- 4.3 ScanSource will supply, and You may distribute, the Software in machine readable form only (object code). Any claim to the surrender of the source code is excluded.
- 4.4 Any activation codes or license codes under this Agreement shall be provided to You for use by You and/or the respective End User in conjunction with the associated licences of the Software only.
- 4.5 You are only entitled to use and offer use of the Software in countries within Europe, Middle East & Africa.
- 4.6 The Software may contain freeware and/or open source software that is available free of charge. No license fee is charged for the use of such software under this Agreement. You acknowledge that certain terms and conditions may apply to the use and distribution of freeware and open source software that may form part of the Software. You will comply with any such terms and conditions.
- 4.7 You shall not remove alphanumeric identification characters, trademarks and copyright notices.
- 4.8 If data media contain several Software products, You shall only use the Software products that are licensed to You. The unbundling or repackaging for sale, resale or marketing otherwise is not permitted.
- 4.9 Upon delivery and installation of upgrades, You shall have no further rights with regard to the replaced Software product. Subject to applicable document retention obligations and/or due to evidence protection purposes existing copies shall as requested by ScanSource or Swoop Datacom either be destroyed by You with evidence provided or returned to ScanSource.
- 4.10 If and to the extent that activation codes or license codes are provided under this Agreement, You shall not disclose these codes to third parties.
- 4.11 You undertake to maintain detailed records and a documentary archive which will enable ScanSource and/or Swoop Datacom to carry out straightforward verification of Your compliance with the terms and conditions of this Agreement, in particular the form in which the Software is sublicensed and the disclosure of activation codes and license codes.
- 4.12 ScanSource reserves all rights not expressly granted.
- 5. HOSTING SERVICES, MAINTENANCE & SUPPORT & SERVICE LEVEL AGREEMENT**
- 5.1 ScanSource will perform the Hosting Services and Maintenance Support Services as defined in and in accordance with Schedule 2. You acknowledge that the Hosting Services are to be provided by a third party hosting provider. ScanSource shall provide the same level of service to You that is provided to ScanSource by the third party hosting provider.
- 5.2 The Service Level Agreement set out in Schedule 3 shall apply at all times during the Term of this Agreement and thereafter where Cloud Services or Software is used or continues to be received by You or the End User.
- 5.3 The Service Level Agreement states Your full and exclusive right and remedy and ScanSource's only obligation and liability in respect of the performance and/or availability of the Cloud Services or their non-performance or non-availability.
- 5.4 The Hosting Services are provided by a third party hosting provider and are subject to the hosting providers terms and conditions which are deemed properly incorporated into this Agreement and a current copy of which can be accessed at <https://aws.amazon.com/service-terms/>, <https://aws.amazon.com/agreement/>, <https://aws.amazon.com/activate/terms/>
- 6. FEES**
- 6.1 All fees will be invoiced at the end of each calendar month. You will pay the fees for the Cloud Services in accordance with clauses 6 and 7 of the General Terms.
- 6.2 Without prejudice to any other rights and remedies, if You do not pay an amount which is not the subject of a good faith dispute on the due date, ScanSource may suspend the Cloud Services.
- 6.3 Any disputed invoices must be notified to ScanSource within 3 Business Days of receipt of the invoice.
- 7. TERMINATION AND SUSPENSION**
- 7.1 ScanSource may terminate this Agreement at any time if the relevant Supplier Contract terminates. Either party may terminate this Agreement with one month's prior written notice. You may also terminate individual End User account for the Cloud Services with one month's prior written notice. In case of termination by You termination charges set may apply and no refunds or reimbursements of any fees paid will be made.
- 7.2 Without prejudice to any other rights and remedies ScanSource may have, ScanSource may limit, suspend or cease all or part of the Cloud Services at any time with such notice as is reasonable in the circumstances if the supply or use of the Cloud Services is, or is likely to become illegal or unlawful, or the provision or use of the Cloud Services is liable to cause death or personal injury or damage to property.
- 7.3 Without prejudice to any other rights and remedies ScanSource may have, ScanSource may limit, suspend or cease all or part of the Cloud Services at any time by prior written notice if:
- (a) You do not make payment of any charges on time and continue to withhold payment five (5) calendar days after ScanSource has issued a written reminder;
- (b) You do not use the Cloud Services in accordance with the terms of this Agreement and/or Your use of the Cloud Services interferes with the proper operation of ScanSource's or its Suppliers' networks and You fail to rectify the situation within a reasonable timeframe, as specified by ScanSource.
- 7.4 Without prejudice to any other rights and remedies ScanSource may have, ScanSource may suspend access to any or all Cloud Services forthwith in the event that such suspension is:
- (a) for the purpose of carrying out scheduled or emergency maintenance;

- (b) to substitute, change, reconfigure, relocate or rearrange the Cloud Services, as agreed with You or as reasonably required by ScanSource; or
- (c) in accordance with an order, instruction or request of any government entity, regulator, or judicial body.
- 7.5 Upon termination of this Agreement for any reason all licences granted hereunder shall terminate immediately. Upon termination for any reason, You shall return to ScanSource (or otherwise dispose of as ScanSource may instruct) all documentation, information, licensed or leased goods, equipment or other materials, and all copies of each of the foregoing, supplied by ScanSource or its Supplier. You shall certify in writing that no such documentation, information, licensed or leased goods, equipment, or other materials have been retained or copied by You.
- 7.6 Termination of this Agreement shall not entitle You to any refund of the fees or any part thereof.
- 8. CONFIDENTIALITY**
- 8.1 For the purpose of this clause "Confidential Information" shall mean the provisions of this Agreement, including all terms related to pricing and Cloud Services, ScanSource's and its Suppliers' products, operations, processes, plans or intentions, know-how, trade secrets, customers and business affairs and any non-public information which has been or may be disclosed in the course of discussions leading up to the entering into or performance of this Agreement. The foregoing applies, whether the information is written or oral and whether identified as confidential or not. For the avoidance of doubt, ScanSource's and its Suppliers' performance under this Agreement, the quality of the service performance, and any data provided by ScanSource or its Suppliers to You regarding performance of the Cloud Services shall be deemed Confidential Information under this Agreement.
- 8.2 You agree:
- (a) to keep the Confidential Information confidential and in safe custody;
- (b) that Confidential Information shall be used solely for the purpose for which it was furnished in connection with the performance of this Agreement;
- (c) You shall not disclose Confidential Information to third parties, save that you may disseminate the Confidential Information amongst Your employees and contractors only on a need-to-know basis for the purpose of performing Your obligations hereunder and provided that they are bound by substantially similar confidentiality provisions as contained in this Agreement.
- 8.3 The obligations on the use and disclosure of Confidential Information as set out in this clause 8 shall not apply to the extent any information:
- (a) at the date of its disclosure is lawfully in the public domain or subsequently lawfully enters the public domain other than through unauthorised disclosure by You or any third party; or
- (b) the parties agree in writing it need not be kept confidential any longer;
- (c) is required by applicable law, regulation, or a government agency or court order, subpoena, or investigative demand, to be disclosed, including the existence or terms of this Agreement. Where this is the case, You shall use reasonable efforts to minimise such disclosure and obtain an assurance that the recipient shall accord confidential treatment to such Confidential Information, and shall notify ScanSource immediately of such disclosure.
- 8.4 In the event of a breach or threatened breach of this clause 8, You agree that the harm suffered by ScanSource or its Suppliers will not be compensable by monetary damages alone and, accordingly, ScanSource and its Suppliers shall, without prejudice to any other legal or equitable remedy, be entitled to an injunction against such breach or threatened breach.
- 9. DATA PROTECTION**
- 9.1 ScanSource shall carry out processing of any Personal Data on Your instructions and in accordance with the provisions of Schedule 4.
- 9.2 Each party shall comply with its obligations under any applicable Data Protection Laws.
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1 ScanSource or its Supplier (as applicable) shall remain the sole owner of and retain all right, title and interest in any service, technical information and all intellectual property rights ("IPR") in the Cloud Technology. In return for payment of all fees and charges, ScanSource grants You a non-exclusive, non-transferable, non-assignable license, during the term of the relevant order to use any IPR provided solely to obtain the Cloud Services purchased under that order solely for the business purposes of the End User. ScanSource and its Suppliers shall be free to provide similar IPR to other parties and shall retain the right to unrestricted use of any data, any and all related concepts, know-how, techniques or IPR either acquired or developed as a result of this Agreement.
- 10.2 ScanSource shall indemnify and hold harmless You, your officers, directors and employees against any claim that the Software infringes any patent, copyright, database right or right of confidentiality and shall indemnify You for all the resulting losses howsoever incurred provided that: (i) ScanSource is given prompt adequate notice of such claim; and (ii) if You elect for ScanSource to defend any such claim on its behalf, You provide reasonable cooperation to ScanSource in the defence and settlement of such claim at ScanSource's expense.
- 10.3 In the defence or settlement of the claim ScanSource may obtain for the You the right to continue using the Software replace or modify the Software so that it becomes non-infringing or if such remedies are not reasonably available, terminate this Agreement without liability to You. ScanSource shall have no liability if the alleged infringement is based on: (i) a modification of the Software by anyone other than ScanSource or its Suppliers; or (ii) Your use of the Software in a manner contrary to user instructions or other documentation provided to you by ScanSource or via the Services; or (iii) Your use of the Software after written notice of the alleged or actual infringement from ScanSource or any appropriate authority which shall include a direction to cease such use.

10.4 The foregoing states Your sole and exclusive rights and remedies and ScanSource's sole obligations and liability for patent, copyright, database or right of confidentiality infringement unless otherwise expressed stated herein.

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10.5 You agree to indemnify ScanSource and keep ScanSource fully and effectively indemnified against all losses, damages, claims, demands, costs and expenses of whatever nature (including reasonable legal fees and court costs) arising out of or in any way connected with Your unauthorised or illegitimate use of the IPR or that of an End User.

## 11. LIABILITY

11.1 Without prejudice to the generality of clause 12 of the General Terms (Indemnities and Limits of Liability), ScanSource's aggregate liability under or in connection with the Cloud Services whether in contract, tort (including negligence), pre-contract or other representations or otherwise shall be the lesser of (i) aggregate fees payable by You for the Cloud Services in the twelve month period immediately prior to the date on which the cause of action first arose or (ii) GBP ten thousand (£10,000.00). This clause shall not apply to infringement claims pursuant to clause 10.2.

11.2 You agree to indemnify ScanSource and keep ScanSource fully and effectively indemnified against all losses, damages, claims, demands, costs and expenses of whatever nature (including reasonable legal fees and court costs) arising out of or in any way connected with Your acts and omissions and the acts and omissions of the End User relating to or connected with this Agreement and the use of the Software.

11.3 Under no circumstances shall ScanSource or its Suppliers be responsible for any losses or damage arising from or connected to the following howsoever caused:

(a) defects or additional fees incurred because You or the End User scan in devices that do not belong to You or the End User;

(b) changes to configurations made by You or the End User;

(c) damage cause by You or the End User or your respective employees or agents, including over-writing a third party's configurations;

(d) damage to devices, hardware or software caused by:

(i) You or the End User or your respective employees, personnel or agents;

(ii) wrongly configured devices;

(iii) You allowing access to third party unauthorised users;

(iv) accidental deletion of devices or accounts by You or the End User;

(e) downtime or inability to access the Cloud Services due to Amazon outages (or a third party hosting outage) or service issues which are due to any event that is beyond the reasonable control of ScanSource or its Suppliers; and

(f) any improper use of the Cloud Services by You, an End User or your respective employees, agents or personnel.

**SCHEDULE 1**  
**MINIMUM END USER TERMS AND CONDITIONS**

**1. Use of the Software**

You shall not, and shall procure that the End User and any authorised user shall not:

- (i) use the Software with devices or hardware that does not belong to a relevant authorised user; and
- (ii) use the Software or Hosting Services to provide services to third parties other than the provisioning or configuration of devices owned by You and or End User.

**2. Insurance**

The End User shall be responsible for insuring itself against all loss of or damage or corruption to data. In no event will ScanSource or its suppliers be liable for loss or damage or corruption to any data stored/transmitted on/using the Cloud Services.

**SCHEDULE 2**  
**MAINTENANCE AND SUPPORT SOFTWARE**

**1. MAINTENANCE EVENTS**

Maintenance of the hosting equipment, facility, Software or other aspects of the Hosting Services that may require interruption of the Hosting Services (**Maintenance Events**) shall not be performed during Business Hours. ScanSource may interrupt the Cloud Services to perform emergency maintenance during the daily window of 10.00 pm to 2.00 am UK time. In addition, ScanSource may interrupt the Hosting Services outside Business Hours for unscheduled maintenance, provided that it has given You at least two days' advance notice. ScanSource shall at all times endeavour to keep any service interruptions to a minimum.

ScanSource may determine, at its sole discretion, that providing appropriate service levels requires additional equipment and/or bandwidth and may install that equipment and/or bandwidth without Your approval.

**Maintenance**

Maintenance includes all regularly scheduled error corrections, software updates and those upgrades limited to improvements to features described in the Software Specification (as provided by the Supplier from time to time). Support for additional features developed by ScanSource or its Suppliers, as requested by You, may be purchased separately at ScanSource's then current rates.

ScanSource shall maintain the Software. Should You determine that the Software includes a defect, You may at any time file error reports. During maintenance periods, ScanSource may, at its discretion, upgrade versions, install error corrections and apply patches to the hosted systems. ScanSource shall use all reasonable endeavours to avoid unscheduled downtime for Software maintenance.

ScanSource shall maintain technical support on the two most current releases of the Software.

**Technical support services**

ScanSource shall provide You with technical support services.

You may submit an incident to ScanSource technical support via voicemail, e-mail and web form-based 24 hours a day, seven days a week.

ScanSource technical support call centre shall accept calls for English language telephone support during Business Hours. ScanSource shall use reasonable endeavours to process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem and respond to You. ScanSource technical support call centre shall respond to all support requests from Your technical team within the time periods specified below, according to priority subject to your agreement that the time for responding shall be calculated only during Business Hours, outside of Business Hours the time for responding shall pause and recommence again at the next available Business Hour.

ScanSource technical support shall determine the priority of any defect, using one of following priorities:

Priority	Description	Response time	Target resolution time
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<b>Priority 1</b>	The entire Cloud Service is "down" and inaccessible. Priority 1 incidents shall be reported by telephone only.	Within two Business Hours.	Four   Business Hours. Continuous effort after initial response and with customer co-operation.
<b>Priority 2</b>	Operation of the Cloud Services is severely degraded, or major components of the Cloud Service are not operational and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only.	Within four Business Hours.	Within two Business Days after initial response.
<b>Priority 3</b>	Certain non-essential features of the Cloud Service are impaired while most major components of the Cloud Service remain functional.	Within 12 Business Hours.	Within seven Business Days after initial response.
<b>Priority 4</b>	Errors that are, non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Cloud Services.	Within 24 Business Hours.	Next release of Software.

ScanSource shall provide monitoring of its Hosting Services 24 hours a day seven days a week. ScanSource shall directly notify You of Maintenance Events that may affect the availability of the Hosting Services.

You shall provide front-line support to End User authorised users. However, Your technical team may contact ScanSource technical support in order to report problems from such authorised users that You cannot resolve after having performed a reasonable level of diagnosis.

You shall also provide support for data integration tools and processes developed or maintained by You in order to connect the Software to Your or the End User's other software and databases.

Before ScanSource or You makes changes to integration interfaces between the Software and Your or the End User internal data stores or systems, ScanSource or You shall provide at least 10 days' written notice to the other in order to ensure the continued operation of any integration interfaces affected by such changes. Such notice shall include at least the new interface specifications and a technical contact to answer questions on these changes. ScanSource or You (as applicable) shall also provide up 2 days of integration testing availability to ensure smooth transition from the





previous interfaces to the new interfaces and You shall pay for all such services relating to integration testing carried out by ScanSource at ScanSource then current daily fee rates.

You shall and shall procure that the End User acknowledges that the Hosting Services are to be provided by the Third Party Hosting Provider. ScanSource shall provide the same level of service to You that is provided to ScanSource or its Suppliers by the Third Party Hosting Provider. To the extent that there is any breach of this Agreement caused by, or arising in relation to, the Hosting Services, ScanSource shall only be liable to You to the extent that there is a liability from the Third Party Hosting Provider to the Supplier and/ or to ScanSource.

### **SCHEDULE 3 SERVICE LEVEL AGREEMENT**

#### **Service availability**

1. ScanSource shall provide at least the uptime service availability level that is provided by its Suppliers and the Amazon AWS (**Uptime Service Level**). This availability refers to an access point on the hosting provider's backbone network. It does not apply to the portion of the circuit that does not transit the hosting provider's backbone network, as You are responsible for your own internet access. Availability does not include Maintenance Events, user-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by ScanSource or its Suppliers to perform the Cloud Services), or outages or disruptions attributable in whole or in part to force majeure events.

#### **Disaster Recovery:**

2. Your instance will be deployed in the Dublin Ireland Amazon Web Services datacenter. The failover mechanic shall use elastic beanstalk to automatically rebuild an instance should hardware or software failure occur.

2.1 ScanSource shall backup and retain a live replica of all data on an hourly sync cycle.

2.2 The service, upon a 5-minute intervals, shall health check and monitor the status of the system.

2.3 In the event of a catastrophic issue, the system will automatically rebuild the core instance in approximately 3 minutes.

2.4 ScanSource will deploy the capability to auto sync with another AWS datacentre if there is a major failure caused by AWS and out of the control of ScanSource

## SCHEDULE 4 CUSTOMER DATA AND DATA PROTECTION

1. The following definitions shall apply in this Schedule 4:
  - 1.1. **Adequate Territory:** shall be defined in accordance with the Data Protection Laws
  - 1.2. **Communications Data:** means any data processed for the purpose of the conveyance of (or billing of) any electronic communication or communication on an electronic communications network, including SMS, MMS, email and internet connection records, and any location data. Communications Data may include records of connections to particular telephone numbers, devices and users and the dates, times and durations of such connection;
  - 1.3. **Content Data:** means the content (comprising any speech, music, sounds, visual images or data of any description) of any electronic communication by a user, including the content of electronic messages, such as SMS, MMS and email, and web pages requested to the extent that it is not Communications Data;
  - 1.4. **CRM Data:** means any Personal Data of staff or representatives of a Party which is processed by the other Party for the purposes of managing the Cloud Services, administering a Services Agreement or marketing products or services to that Party;
  - 1.5. **Customer Data:** the data inputted into the information fields of the Software by You or the End User, by authorised users, or by ScanSource or its Supplier on Your behalf or on the End User's behalf;
  - 1.6. **Data Subject:** : shall be defined in accordance with the Data Protection Laws;
  - 1.7. **European Economic Area:** means the member states of the European Economic Area as it is made up from time to time, comprising the Member States of the European Union and such other countries that are party to the Agreement on the European Economic Area that entered into force on 1 January 1994 which for the avoidance of doubt shall also include the United Kingdom;
  - 1.8. **Model Clauses:** shall be defined in accordance with the Data Protection Laws;
  - 1.9. **Personal Data:** shall be defined in accordance with the Data Protection Laws;
  - 1.10. **Processing:** shall be defined in accordance with the Data Protection Laws; and
  - 1.11. **Sub-Processor:** any other person or entity to whom ScanSource subcontracts or outsources any processing of Personal Data.
2. Customer Data shall be processed in accordance with the terms of this Schedule.
  - 2.1. ScanSource shall not own any rights, title or interest in and to Customer Data (the data inputted into the information fields of the Software by You or the End User, any other authorised users, or by ScanSource on Your behalf or on the behalf of the End Users). You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
  - 2.2. In the event of any loss or damage to Personal Data, Your sole and exclusive remedy (other than those remedies envisaged by the GDPR and as otherwise expressly set out in this Agreement) shall be for ScanSource to use reasonable commercial endeavours to restore the lost or damaged Personal Data from the latest back-up of such Personal Data maintained by it in accordance with the archiving procedure. ScanSource shall not be responsible for any loss, destruction, alteration or disclosure of Personal Data caused by

any third party (except those third parties sub-contracted by ScanSource to perform services related to Personal Data, maintenance and back-up).

2.3. If ScanSource processes any Personal Data on Your behalf when performing its obligations under this agreement, the parties record their intention that You and the End User shall be data controller in their respective obligations, and ScanSource and Swoop Datacom shall be data processors and in any such case:

2.3.1. You shall ensure that You are entitled to transfer the relevant Personal Data to ScanSource so that ScanSource may lawfully process the Personal Data in accordance with this Agreement on Your behalf;

2.3.2. ScanSource shall process the Personal Data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by You from time to time; and

2.3.3. each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage.

2.4 You agree that ScanSource and Swoop Datacom are entitled to compile and use anonymised data aggregated from Your account and that of the End User (including but not limited to statistics on the number or types or models of devices, or geographical locations) for the purposes of improving and enhancing their respective services and products and creating new products. ScanSource and Swoop Datacom shall independently own such aggregated data.

2.5 You appoint ScanSource as a processor and consent to Swoop DataCom being appointed as a Sub-Processor to process the Personal Data in accordance with Your documented instructions. The Personal Data may include CRM Data, end user data, communications data and content data, as applicable. ScanSource acknowledges that You are acting as a processor on behalf of the end users with respect to the processing of Personal Data that is undertaken pursuant to this Agreement.

2.6 ScanSource shall and shall procure that Swoop Datacom shall process the Personal Data as necessary to provide use of the Software and Cloud Technology (the "Permitted Purpose"), except where otherwise required by any Applicable Law. In no event shall ScanSource process the Personal Data for its own purposes or those of any third party. ScanSource shall process the Personal Data for the period of time during which You are a recipient of the Services and for a period of no more than 30 days following the termination or expiration of this Agreement howsoever arising. This period of time may be extended by ScanSource to comply with any law or in connection with any legal claim, intended claim or proceedings.

2.7 ScanSource shall process the Personal Data only on Your documented instructions, which may include the instructions set out in this Agreement, and shall immediately inform the other Party if, in its opinion, an instruction infringes Data Protection Law.

2.8 ScanSource shall ensure that any person that it authorises to process the Personal Data (including ScanSource staff, agents and subcontractors) (each an "Authorised Person") shall be under an obligation (whether under contract or statute) to keep the Personal Data confidential.

2.9 ScanSource shall procure the implementation of appropriate technical and organisational measures to protect the Personal Data from Data Security Incidents (as defined in 2.14). Such measures shall have regard to 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 and shall include, as appropriate:

- 2.9.1 the pseudonymisation and encryption of Personal Data;
- 2.9.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- 2.9.3 the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
- 2.9.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

2.10 ScanSource shall not subcontract any processing of Personal Data to a third party Sub-Processor without Your prior written consent. You acknowledge that you hereby consent to the processing of Personal Data by Swoop Datacom.

2.11 ScanSource will ensure that there is in place a written contract between it and the Sub-Processor that specifies the Sub-Processor's processing activities and imposes on the Sub-Processor equivalent terms as those imposed on ScanSource in this Schedule. ScanSource will remain responsible for the acts and omissions of Sub-Processors in respect of their processing of Personal Data as if they were its own.

2.12 ScanSource shall:

- 2.12.1 accounting for the nature of the processing, assist the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising data subjects' rights; and
- 2.12.2 assist the controller in implementing appropriate technical and organisational measures against Data Security Incidents, completing data protection impact assessments and notifying Data Security Incidents to the competent supervisory authority or to the data subjects concerned, as required by Data Protection Law and taking into account the nature of the processing and the information available to it.

2.13 If either Party believes or becomes aware that its processing of Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform the other party and provide assistance to conduct a data protection impact assessment in accordance with clause 2.12

2.14 Upon becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed (a "Data Security Incident"), the discovering Party shall inform the other Party without undue delay and shall provide such timely information and assistance in accordance with clause 2.12 as the Parties may require in order to fulfil its data breach reporting obligations under Data Protection Law and to mitigate the effects of the Data Security Incident. The Parties shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep each other informed of all developments in connection with the Security Incident.

2.15 The Processor shall promptly the Controller if it receives a request from a data subject to exercise their rights in respect of their Personal Data and the Parties shall provide such assistance to each other as may be required in accordance with clause 2.11

2.16 ScanSource shall maintain a record of all categories of processing activities carried out on Your behalf, containing:

- i. the name and contact details of the processor or processors and of each controller on behalf of which ScanSource is acting and, where applicable, of the controller's or processor's representative, and the data protection officer;
- ii. the categories of processing carried out on behalf of each controller;

iii. where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation; and

iv. a general description of the technical and organisational security measures implemented by ScanSource and Swoop Datacom in accordance with clause 2.9 (Security) ("Processing Records"). ScanSource shall make available such Processing Records to You within five (5) Business Days following receipt of a request for such Processing Records from You.

2.17.1 ScanSource shall in accordance with the Data Protection Laws, upon prior written request make available to You once in any contractual annual term:

(i) a summary of the audit reports demonstrating ScanSource's compliance with its respective obligations as a Data Processor under the Data Protection Laws; and

(ii) confirmation that the audit has not revealed any material vulnerability in ScanSource's relevant systems, or to the extent that any such vulnerability was detected, that ScanSource has taken steps to remedy such vulnerability.

2.17.2 If the measures set out at clause 2.17.1 are not sufficient to confirm ScanSource's compliance with the Data Protection Laws, ScanSource will allow for audits, including inspections, by a tier one auditing firm as is reasonably necessary to demonstrate its compliance with its obligations under Article 28 of the GDPR, subject to You:

(a) giving ScanSource reasonable prior notice of such information request, audit and/or inspection being required by You and in any event not less than 10 working days;

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

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

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

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

2.18 ScanSource shall not permit any processing of Personal Data outside the European Economic Area unless:

2.18.1 ScanSource first puts in place adequate transfer mechanisms to ensure the transfer is in compliance with Data Protection Law, and obtains Your written consent permitting any such processing;

2.18.2 ScanSource or the relevant Sub-Processor is required to transfer the Personal Data to comply with Applicable Law, in which case ScanSource will notify You of such legal requirement prior to such transfer unless such Applicable Law prohibits such notice from being given to the other Party.

2.19 For the purposes of clause 2.18 adequate transfer mechanisms may include:

2.19.1 transferring the Personal Data to a recipient in an Adequate Territory,

2.19.2 transferring the Personal Data to a recipient that has achieved binding corporate rules authorisation in accordance with Data Protection Law, or

2.19.3 transferring the Personal Data to a recipient that has executed Model Clauses in circumstances that are appropriate for their use.

2.20 Where ScanSource processes Personal Data in a territory outside of the EEA that is not an Adequate Territory, then the Model Clauses will be incorporated into this Schedule by reference and will apply to the processing as follows:

2.20.1 You will be the data exporter and will be deemed to have entered into the Model Clauses in Your own name and on Your own behalf in relation to the Personal Data disclosed to ScanSource (and on behalf of any third party controller on behalf of whom You process Personal Data that is transferred to ScanSource);

2.20.2 ScanSource will be deemed to have entered into the Model Clauses in its own name and on its own behalf in relation to the Personal Data disclosed to it by the Data Exporter(s);

2.20.3 the provisions of the details of processing set out in the clause 1 will be deemed to be incorporated into the Model Clauses;

2.20.4 the security measures referred to in clause 1.8 will be deemed to be set out in the Model Clauses (where relevant);

2.20.5 the optional illustrative indemnification clause will be deemed to have been deleted; and

2.20.6 where and to the extent that the Model Clauses apply pursuant to this clause 2.20 if there is any conflict between this Schedule and the Model Clauses, the Model Clauses will prevail.

2.21 Where ScanSource is established in the European Economic Area and wishes to appoint a Sub-Processor who will process Personal Data outside the European Economic Area, ScanSource agrees to procure that the Sub-Processor enters into a data transfer agreement with You (or with a third party controller on behalf of whom You are processing Personal Data) incorporating the Model Clauses in a manner that is consistent with clause 2.20

2.22 In any event, if any Applicable Law(s) conflict with the provisions of this Schedule, then to the extent of such conflict:

2.22.1 where the standard of data protection required by Applicable Law(s) exceeds the standard required by this Schedule, ScanSource shall process the Personal Data to a standard consistent with Applicable Law(s); and

2.22.2 where the standard of data protection required by this Schedule exceeds the standard required by Applicable Law(s), ScanSource shall process the Personal Data to a standard consistent with this Schedule.

2.23 Any Personal Data related notices from You to ScanSource under this Schedule should be sent by email to: [Legal-Europe@scansource.eu](mailto:Legal-Europe@scansource.eu) or in writing via letter to The Data Protection Officer at the address listed above. For customers in Germany, email should be sent to [DPO-Germany@scansource.eu](mailto:DPO-Germany@scansource.eu).