



Business Terms of Service

Last Updated: 2024-01-16

IMPORTANT – THESE TERMS OF SERVICE APPLY TO THE LICENSEE’S USE OF NITRO SERVICES AND/OR SOFTWARE AS DESCRIBED HEREIN AND/OR ON ANY ORDER FORM AND/OR PURCHASE ORDER. THESE TERMS OF SERVICE ALONG WITH ANY ORDER FORM OR PURCHASE ORDER, INCLUDING ANY ADDENDA AND EXHIBITS ARE COLLECTIVELY REFERRED TO AS THE “AGREEMENT”. THIS AGREEMENT IS BETWEEN NITRO **SOFTWARE, INC.**, A CALIFORNIA CORPORATION, HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 150 SPEAR ST, STE 1500, SAN FRANCISCO CA 94105 USA (“**Nitro**”) AND THE LICENSEE IDENTIFIED ON THE ORDER FORM AND/OR PURCHASE ORDER (“**Licensee**”) ON BEHALF OF ITSELF AND ITS AFFILIATES.

BY USING THE SERVICES AND/OR ANY SOFTWARE HEREIN DESCRIBED, YOU WARRANT THAT YOU HAVE THE AUTHORITY TO BIND LICENSEE AND ACKNOWLEDGE ON BEHALF OF LICENSEE THAT YOU HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT TO NITRO THAT YOU HAVE LEGAL AUTHORITY TO BIND THAT ENTITY.

WHEREAS, Nitro is a provider of software and services related to document productivity and workflow;

WHEREAS, Licensee wishes to license Nitro’s software and services as specified in the Order Form and/or Purchase Order.

THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. Definitions

As used in this Agreement, the capitalized terms listed below shall have the following meanings:

“**Affiliate(s)**” means any entity directly or indirectly controlled by, controlling, or under common control with a party, or that is otherwise operated or managed by Licensee or its Affiliates through a management or operating agreement or by ownership.

“**Documentation**” means Nitro’s then-current user guides, training materials and other materials in written or electronic form generally made available to its licensees relating to the Licensed Products.

“**Licensed Products**” shall mean the Software and/or Services licensed to Licensee as specified on the Order Form, including any Product Updates and corresponding Documentation.

“**Order Form**” means the Nitro document identified as such that is entered into between Nitro and Licensee, that is incorporated into and is part of the Agreement and that provides the particulars of the Licensed Products to be provided, the compensation to be paid and any additional terms not included herein.

“**Product Updates**” means any combination of fixes, security patches, improvements, modifications, revisions, enhancements and/or new features that are released for Licensed Products, including corresponding Documentation.



“Reseller” means an independent third party which engages in distribution or resale of software products and services. Licensee may purchase Licensed Products from Nitro via the Reseller under the terms of this Agreement.

“Services” means Nitro’s cloud-based services licensed by Nitro to Licensee as specified in the Order Form.

“Software” means Nitro’s desktop software application (in object code form) licensed by Nitro to Licensee as specified in the Order Form.

“User” means any employees, agents and/or contractors of Licensee that use the Licensed Products pursuant to and in accordance with this Agreement.

2. Licence Grant/Other obligations

2.1. Order Form. Each time that the parties agree on specific Licensed Products to be provided by Nitro, the parties shall agree upon an Order Form and that document shall be incorporated into and become part of this Agreement. No terms or provisions of any Licensee purchase order or other business form or writing provided by Licensee shall have any effect on the rights, duties or obligations of the parties hereunder.

2.2. License. If so indicated on the Order Form and subject to the terms and conditions of this Agreement (including Licensee’s payment of the corresponding fees), Nitro hereby grants to Licensee a non-exclusive, non-transferable (except as expressly permitted herein), license for the Term (as herein defined) to use the Licensed Products solely for Licensee’s internal business purposes and solely for its intended purpose, in accordance with the specifications set forth in any Documentation. Licensee’s use shall be limited to the number of Users for whom Licensee has paid the corresponding fees as indicated in Order Form.

2.3. Restrictions/Reservation of Rights. Except for the Licenses granted herein, there are no other licenses, express or implied, granted to Licensee. Licensee shall not and shall not permit any User to (a) rent, loan or re-license rights to access and/or use the Licensed Products; (b) modify, disassemble, decompile, or reverse engineer software included as part of the Licensed Products; (c) share usernames, passwords or activation codes; or (d) use the Licensed Products in any way not expressly provided for in this Agreement. Licensee may not use a previous version of the Licensed Products after receiving a Product Update as a replacement to a prior version and Licensee may not use the Licensed Products in the operation of any equipment in which the failure thereof could lead to personal injury, death, or damage to property. Licensee shall not remove or obscure Nitro's copyright or trademark notices, or the copyright and trademark notices of third parties that Nitro has included with the Licensed Products. Licensee shall abide by all applicable local, state, national and foreign laws and regulations in connection with its use of the Licensed Products, including all applicable import, export and re-export control laws and regulations of any country, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, Council Regulation (EC) No 428/2009 on the control of exports of dual-use items and technology, and country-specific economic sanctions programs or



embargoes adopted against countries or individuals under any applicable national or international legislation, including any measures implemented by the U.S. Office of Foreign Assets Control. Licensee agrees that as between Licensee and Nitro, Licensee is solely responsible for compliance related to the manner in which Licensee and its Users choose to use the Licensed Products, including Licensee's and its Users' transfer and processing of content via the Licensed Products.

- 2.4. Activation.** Upon execution of this Agreement, Nitro or Reseller shall promptly provide Licensee with an activation code or email invitation to activate the Licensed Products.
- 2.5. Data Transfer.** If the Licensee is located in or for the purposes of EU data protection law established in the European Union, the Licensee hereby agrees to and hereby enters into the Controller to Processor Standard Contractual Clauses 2010 (Commission Decision 2010/87/EU) ("C2P SCCs"), as updated or amended from time to time, with Nitro, the terms of which are hereby incorporated into this Agreement. For the purposes of the C2P SCCs, the Licensee is the Data Exporter and Nitro is the Data Importer and the governing law of the C2P SCCs is that of the EU Member State where the Licensee is located or established. Appendices 1 and 2 to the C2P SCCs are as more particularly set out at the end of this Agreement (Exhibit A). To the extent the terms of the C2P SCCs conflict with other terms of this Agreement, the terms of the C2P SCCs will control. Nitro reserves the right to terminate the C2P SCCs between the Parties in the event that the Parties rely upon another European Commission adequacy decision for the transfer of personal data to the United States.
- 2.6. Data Usage.** The parties agree that Nitro will use and disclose any Personal Data (as defined in the DPA) included as part of the Customer Data (as defined in the DPA) in compliance with the Data Processing Addendum ("DPA") located at <https://www.gonitro.com/legal/dpa>, as well as its Privacy Policy located at <https://www.gonitro.com/legal/privacy-policy>, both of which are incorporated herein by reference. Licensee represents and warrants that (i) it has complied, and will continue to comply, with all applicable laws in respect of its processing of Personal Data and any processing instructions issued to Nitro; and (ii) it has provided, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Nitro to process Personal Data for the purposes described in this Agreement. Licensee shall have the sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Licensee acquired Personal Data.



3. Support

Nitro shall provide the Licensee with Product Updates as they become available and shall provide support and services pursuant to its VIP Access program as described at www.gonitro.com/sla. Licensee shall provide Nitro with such technical information and assistance as Nitro may reasonably request in order for it to provide support.

4. Payment

- 4.1. Licensee shall pay Nitro or Reseller the amounts specified on the Order Form. If requested by Nitro, Licensee agrees to provide any billing and other information necessary for Nitro to collect payment. Unless pricing for each year of the Term is specified in the Order Form, the per User fees to be paid by Licensee will automatically increase by 5% each year of the Term. Unless otherwise specified, all payments shall be due thirty (30) days from the date of invoice. Overdue payments shall be subject to a finance charge of one percent (1%) for each month or fraction thereof that the invoice is overdue, or the highest interest rate permitted by applicable law, whichever is lower. Nitro or Reseller shall also be reimbursed for its collection costs incurred in attempting to collect any late payments, including reasonable attorney's fees.
- 4.2. The prices stated in Nitro's or Reseller's quotations are exclusive of any federal, state, or other governmental taxes, duties, fees, or tariffs now or hereafter imposed on the Licensed Products. Licensee shall be responsible for, and if necessary reimburse, Nitro or Reseller for all such taxes, duties, fees, excises, or tariffs, except for taxes imposed on Nitro's or Reseller's net income.

5. Term/Termination

- 5.1. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until terminated as provided herein. Each Order Form shall commence on the effective date indicated on the Order Form and shall remain in effect for the initial term (if any) as specified in the Order Form ("**Initial Term**"), unless earlier terminated as provided herein. Upon the expiration of the Initial Term and unless otherwise agreed to in the Order Form, such Order Form shall automatically be renewed for additional periods equivalent in length to the Initial Term (each a "**Renewal Term**") unless otherwise elected by either party by providing written notice to the other received at least ninety (90) days prior to the expiration of the Term as then in effect. The Initial Term and any Renewal Terms are collectively referred to as the "Term". Except for Termination for Breach (Section 5.3(b)), any subscription fees, when paid, are non-refundable and accrue on the first day of the Initial Term or successive Renewal Term until terminated in accordance with this Agreement, regardless of whether or not the User actually uses the Services.
- 5.2. **Termination.** Either party may terminate this Agreement (and/or any Order Forms then in effect) immediately upon written notice to the other party if the other party commits a material breach of any obligation under this Agreement which is not capable of remedy or, if the breach is capable of remedy, if the breach is not remedied within thirty (30) days following written notice thereof.



Termination for breach will not preclude the terminating party from exercising any other remedies for breach. Either party may also terminate this Agreement (and/or any Order Forms then in effect) immediately upon written notice if the other party makes an assignment for the benefit of creditors, or if any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law is initiated by the other party, or is initiated against it and not dismissed within sixty (60) days, or if the other party ceases to be actively engaged in business.

5.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason:

- (a) all Licenses granted herein shall immediately terminate; and
- (b) all undisputed payments due and payable to Nitro or Reseller by Licensee shall remain due and payable in accordance with the terms hereof (provided, that to the extent this Agreement is terminated by Licensee for breach and any fees have been prepaid and are unused as of the effective date of termination or expiration of this Agreement, such prepaid and unused fees shall be refunded by Nitro.

6. Proprietary rights

All right, title and interest in and to the Licensed Products and any copies thereof shall remain the exclusive property of Nitro.

- (a) Licensee consents to Nitro contacting Licensee and its Users for marketing purposes and to solicit their opinion regarding the Licensed Products.
- (b) Licensee hereby grants Nitro the perpetual, royalty-free right to use any suggestions, ideas, feedback or other recommendations provided by Licensee relating to the Licensed Products.
- (c) Nitro may use Licensee's name and/or its logo on Nitro's website and in its marketing materials to indicate that Licensee is a client of Nitro.

7. Warranties

7.1. Mutual Warranties. Each party represents and warrants to the other that: (a) it has the authority to enter into and perform the duties and obligations described in this Agreement; (b) the performance of its obligations and duties described in this Agreement does not conflict with any other agreement to which it is a party; and (c) it shall comply with all laws and regulations governing its performance hereunder.

7.2. Limited Warranty. Nitro warrants to Licensee that the Licensed Products will materially operate in accordance with its then-current Documentation under normal use and circumstances. Nitro's exclusive liability and the Licensee's sole and exclusive remedy for breach of the warranty provisions of this Agreement shall be for Nitro to provide the support and services found at www.gonitro.com/sla. The warranty set forth in this Section 7.2 shall not apply to the extent the non-conformity was caused by products not provided by Nitro, by any unauthorized



modification, abuse or misuse of the Licensed Products, by any failure to use the latest version of the Licensed Products or by any other events outside of Nitro's control.

- 7.3. Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NITRO DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED. NITRO EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NITRO DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED PRODUCTS SHALL BE UNINTERRUPTED OR ERROR-FREE.

8. Limitation of liability

ASIDE FROM ANY ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, A PARTY'S OBLIGATIONS IN SECTION 9, A VIOLATION OF SECTION 10 OR A VIOLATION OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. IN ANY EVENT, ASIDE FROM ANY ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, A PARTY'S OBLIGATIONS IN SECTION 9, A VIOLATION OF SECTION 10 OR A VIOLATION OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY, A PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE TO NITRO BY LICENSEE DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. THE WARRANTY, LIMITATION OF LIABILITY AND EXCLUSIVITY OF REMEDY PROVISIONS IN THIS AGREEMENT SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF A LIMITED REMEDY HEREIN.

9. Indemnification

- 9.1. By Nitro.** During the Term, Nitro shall defend, indemnify and hold harmless Licensee and its officers, directors, employees, Users, successors and assigns, from and against any and all losses, damages, liabilities, settlements, costs and expenses resulting from or arising out of any third party claim, demand, or cause of action which alleges that the Licensed Products infringe any duly issued patent, copyright or trademark or misappropriate any trade secret right of a third party ("**Claim**"). Licensee shall provide Nitro with prompt written notice of any Claim and permit Nitro to control the defense, settlement, adjustment or compromise of such Claim. Licensee shall have no authority to settle any Claim on behalf of Nitro. In addition, in the event use of the Licensed Products during the Term becomes, or in Nitro's reasonable opinion is likely to become, the subject of a claim of infringement as outlined in this Section 9.1, Nitro may, at its option and expense: (a) obtain for Licensee the continuing right to use such Licensed Products; or (b) modify the Licensed Products or replace them with a substantially functional equivalent so that they no longer infringe; or (c) if neither (a) nor (b) is reasonably practicable, terminate Licensee's License to such allegedly infringing Licensed Product and refund to Licensee the amount of fees paid to Nitro as provided in this Section, in which case this Agreement and Licensee's right to use the Licensed Products shall terminate and, such refund shall be a pro-rata portion of the fee paid in respect thereof, based upon the period of use, reduced on a straight-line basis over a two (2) year



period). This Section 9 states Nitro's entire liability and Licensee's exclusive remedy with respect to any claim of intellectual property infringement.

- 9.2. Limits on Indemnity.** Nitro shall have no obligation under Section 9.1 for any Claim based upon use by Licensee of the Licensed Products or Documentation in a form other than as provided by Nitro if such claim would have been avoided by the use of an unaltered release of the same, or based upon the use of the Licensed Products or Documentation with other items not provided by Nitro, where such claim would have been avoided by the use of the Licensed Products or Documentation alone, or based on any failure to implement Product Updates provided by Nitro, where such claim would have been avoided by the use of the same.
- 9.3. By Licensee.** During the Term, Licensee shall defend, indemnify and hold harmless Nitro and its officers, directors, employees, successors and assigns, from and against any and all losses, damages, liabilities, settlements, costs and expenses resulting from or arising out of any third party claim, demand, or cause of action arising from, relating to or resulting from (a) content Licensee uploads to the Services; (b) Licensee's failure to make required updates to the Services; (c) Licensee's misuse of the Services; (d) Licensee's material breach of this Agreement; or (d) Licensee's violation of any applicable laws, rules or regulations through or related to the use of the Services. Nitro shall provide Licensee with prompt written notice of any Claim and permit Licensee to control the defense, settlement, adjustment or compromise of such Claim. Nitro shall have no authority to settle any Claim on behalf of Licensee.

10. Nitro Sign subscription terms

Billing for Nitro Sign plans can be based on the number of users or number of expected transactions, signatures, or documents sent for signature. The prices, features, and options of Nitro Sign depend on the subscription plan selected by Licensee as well as any changes instigated by Licensee. For example, depending on the Nitro Sign plan elected: (a) if Licensee adds Users, Nitro Sign will charge the applicable subscription amount for each additional User; or (b) if Licensee sends more documents for signature than are included in Licensee subscription plan, Nitro Sign may charge for additional documents or assign Licensee to a new subscription plan. Licensee may also purchase optional services on a periodic or per-use basis. Nitro may change the prices for or alter the features and options in a particular Nitro Sign subscription plan, or add new Subscription plan options without notice.

Notwithstanding anything to the contrary in this Agreement or a particular Order Form, where the subscription plan is based on the number of Users, Licensee shall be limited to 150 signatures per User per year without incurring additional charges. In the future, Nitro may add additional consumption-based subscription plan options based on the number of expected transactions, signatures or documents sent for signature. In addition to any other rights in this Agreement, Nitro Sign may terminate Licensee based on Licensee's use of the Nitro Sign services in excess of the foregoing limits.



11. Confidentiality

Each party agrees that during and after the existence of this Agreement it will hold in strictest confidence and will not use for any purpose unrelated to its performance of this Agreement or disclose to any third party, any Confidential Information of the other party. The term “Confidential Information” shall mean all non-public information, whether business or technical in nature, that the other party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential and shall include (but is not limited to) information concerning business methods, business plans, new product launches, customer and vendor information, internal policies and procedures and pricing and other financial information. Neither party shall disclose the terms or conditions of this Agreement without the prior written consent of the other party, except (a) as may be required by law or (b) to its employees, contractors or agents who have a specific need to know such information and who are under a written obligation of confidentiality at least as restrictive as that contained in this Section. Notwithstanding the foregoing, information will not be deemed confidential if it (i) was known to the receiving party, and such information was acquired through proper methods, prior to its receipt from the disclosing party, as evidenced by written records of the receiving party; (ii) is now or (through no act or failure on the part of the receiving party) later becomes generally known through no breach of this Agreement by the receiving party; (iii) is supplied to the receiving party by a third party that is free to make that disclosure without restriction; or (iv) is independently developed by the receiving party without use of or reference to any Confidential Information provided by the disclosing party. The restrictions on disclosure imposed by this Section shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party, provided that in each such case the receiving party provides the disclosing party with prompt written notice of such order or requirement and reasonably assists the disclosing party in obtaining a protective order or other appropriate relief.

12. General

12.1. Certification. Within thirty (30) calendar days after any request from Nitro, or Nitro's authorized representative, Licensee shall provide full documentation indicating, and certify under penalty of perjury, that Licensee's use of any and all Licensed Products is in conformity with this Agreement. Licensee will also permit Nitro or its representatives to review Licensee's relevant records and inspect Licensee's facilities to ensure compliance with this Agreement. Nitro will give Licensee at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Licensee's normal operations. In the event such inspection reveals any excess use of the Licensed Products by Licensee, in addition to any other remedies available to Nitro, Licensee shall pay Nitro all underpaid amounts within ten (10) days of invoice and if the underpayment is greater than five percent (5%) of the total fee paid by Licensee for such Licensed Products under this Agreement, Licensee shall also reimburse Nitro its reasonable costs incurred in performing that inspection.



- 12.2. Ethical Business Conduct.** Nitro is committed to integrity and high standards of business conduct in everything it does, especially in its dealings with its customers, suppliers and contractors. As a result, Nitro supports and agrees to abide by the following principles: (i) to obey the applicable laws and regulations governing its business conduct worldwide, including in its hiring practices and laws and regulations related to anti-discrimination and forced, compulsory or child labor; (ii) to be honest, fair and trustworthy in its relationships and not to engage in corruption in any form, including extortion and bribery; and (iii) to strive to create a safe workplace and to protect the environment and through leadership at all levels, to sustain a culture where ethical conduct is recognized and valued.
- 12.3. Waiver/Amendment.** This Agreement may not be modified except by a written instrument signed by both parties. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 12.4. Assignment.** Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that Nitro may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of its assets or any other transaction in which more than fifty percent (50%) of its voting securities are transferred, subject to all of the terms of this Agreement. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void.
- 12.5. Governing Law/Attorneys' Fees.** The rights of the parties hereunder shall be governed by the laws of the State of California, without giving effect to principles of conflicts of laws. Any suits brought hereunder shall be brought in the federal or state courts in San Francisco, CA. In the event of any claim, action or judicial proceeding arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred in resolving such claim, action or judicial proceeding.
- 12.6. Government Users.** If the Licensee is a branch or agency of the U.S. Government, Licensee acknowledges and agrees that the Licensed Products and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Use of the Licensed Products or Documentation by the Government constitutes acceptance of the rights and restrictions in this Agreement.
- 12.7. Severability/Notice.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. Any notice, consent, or other communication hereunder shall be in writing, and shall be given personally, sent via overnight delivery or sent via email with confirmation of receipt to either party at their respective addresses set forth in the Order Form (or such other address as provided by that party). Notices to Nitro shall be sent to the attention of its CEO. Notices shall be deemed given when delivered.



- 12.8. Independent Contractors.** The relationship of the parties is that of independent contractors and nothing contained in this Agreement shall be construed to make either party an agent, partner, joint venturer, or representative of the other for any purpose.
- 12.9. Force Majeure.** Aside from a party's payment obligations, nonperformance of either party shall be excused to the extent that performance is rendered impossible by any reason where failure to perform is due to unforeseen causes beyond the reasonable control of the non-performing party.
- 12.10. Entire Agreement.** This Agreement, including any Order Forms, Purchase Orders, Addenda or Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and replaces any prior understandings, written or oral. In the event of any conflict between the terms of the main body of this Agreement and any other document, the main body of this Agreement shall take precedence unless the other document is signed by an authorized signatory of both parties and expressly supersedes the conflicting term in the main body of this Agreement. No purchase order, sales acknowledgement, invoice or other document issued or submitted by Licensee shall have any effect on the terms of this Agreement unless such document is signed by an authorized signatory of both parties.
- 12.11. Survival.** In addition to any rights that accrued prior to termination, the provisions of Sections 5.3 and 6 through 12 shall survive any termination of this Agreement in accordance with their terms.



Exhibit A

Data Exporter

The Data Exporter is the Licensee who wishes to license the Data Importer's cloud based Services and/or Software.

Data Importer

The Data Importer, Nitro, is a provider of cloud-based Services and Software related to document productivity and workflow.

Data subjects

The personal data transferred concern the following categories of data subjects:

- The Data Exporter (to the extent s/he is an individual);
- Users of the Services and/or Software; and
- Data subjects, the personal data of which has been generated, shared, requested or uploaded by the Data Exporter and/or Users of the Services and/or Software.

Categories of data

The personal data transferred is:

- The personal data generated, shared, uploaded or requested by the Data Exporter or Users of the Services and/or Software.

Such personal data may include the following forms:

- Personal data contained in documents, pictures and other media; and
- User generated content such as documents, text, pictures and other content.

Special categories of data

The Data Importer may process all categories of sensitive personal data described in Directive 95/46/EC if these are shared or volunteered by the Data Exporter or Users.

Processing operations

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

- providing the Services and/or the Software to the Data Exporter;



- providing technical and other support so as to enable the Data Exporter to use the Services and/or the Software; and
- providing customer service support to the Data Exporter.

Description of the technical and organisational security measures implemented by the Data Importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

- Data Importer's employees and contractors are to be trained in relation to specific technical and organisational security measures;
- Personal data is to be stored on secured servers behind firewalls;
- Corporate systems and databases to be password protected;
- User passwords to be hashed and salted and stored in a separate database;
- Segregation and limitation of employee access permissions; and
- Active and automated monitoring of critical access logs and anomaly detection.

