

Cloud Workspace Collaboration – Process Automation

Service Description

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1 Service Description

This document describes **Cloud Workspace Collaboration - Process Automation** sold by Canon and Canon Approved Sources.

1.1 The Service

Upon payment of the Charges, Canon shall provide access to **Cloud Workspace Collaboration - Process Automation** (the "Service") as described in this document (the "Service Description"). The Service may also be referred to in some documents as the "Services".

1.2 Governing Agreement

This Service Description is subject to the terms of the **[INSERT NAME OF NSO GOVERNING AGREEMENT]** relating to the Services referenced in the Order, including any applicable Supplemental End User License Agreement or other addenda associated with the Canon Service (the "Agreement").

The contract governing the provision of this Service is the one between Customer and Canon. Canon should provide this document to Customer.

1.3 Order

An "Order" means a written or electronic order to Canon for the Service, to be provided by Canon under the Agreement. Such accompanying Order will reference this Service Description and will detail the quantity, type, pricing, payment terms, and any applicable base and/or capacity commitments by Customer.

1.4 Order of Precedence

Customer will have the right to use the Service for the term specified in the Order, subject to the conditions of the Agreement and this Service Description. If there is a conflict between the Agreement and this Service Description, this Service Description will take priority over the Agreement.

1.5 Defined Terms

Unless otherwise defined in the body of this Service Description, capitalised terms used in this Service Description are defined in the Glossary of Terms attached as Exhibit A, in the Order, or in the Agreement.

1.5.1 Responsibility Apportionment

In any table apportioning responsibility, if both boxes are marked, then each party shall be responsible for that task. If a box is labelled as "Assist" it means that the party will provide reasonable assistance and information to the responsible party to perform that task or responsibility.

2 Overview

2.1 Service description

The Service described in this document delivers a Document Capture and Management solution to the Customer. The Service provides a software platform to manage and streamline document processes from Capture and Data Extraction to Manage, Secure, Access, Automate and Analyse.

In the basic process, documents are scanned / uploaded by the End User to the capture component where pre-defined fields are extracted and, together with the images, sent over to the relevant place in the Document Management System (DMS) for processing workflows and storage.

Cloud Workspace Collaboration (CWC) - Process Automation has pre-configured set of document processes (HR Digitisation, Invoice Approval, Contract Management) which can be modified and expanded by the Customer.

The Service provides a complete suite of services described in the key features.

2.1.1 Service Delivery Method

The CWC Process Automation distribution model is Software as a Service (SaaS), The Service Provider (Canon) hosts, manages and makes the CWC Process Automation Service available to the Customer over the internet.

2.1.2 Delivery

The Service is delivered as SaaS via the Internet and is hosted and managed by Canon as a public multi-tenant cloud service.

2.1.3 Access

The Customer will have the right to access their own environment and their customer data.

2.1.4 Content Ownership

Customer retains ownership of Customer's Content hosted by Canon for Customer's account as part of the Service. As a function of the Service, Customer and End Users may have access to other Canon Content provided via the Service ("Canon Content"). Ownership of each party's respective Content remains with its respective owners and no rights to Canon Content are transferred via access through the Service or by any other means. Canon has rights to mine Customer's Content for the Customer's benefit.

2.2 Services and Key Features

CWC Process Automation consists of a number of services:

2.2.1 Document Capture

The Service enables scanning of documents via devices connected to the Service via internet connection:

- Compatible Canon imageRUNNER Advanced multifunctional printers
- Compatible Canon imageFORMULA ScanFront network scanners
- USB scanners/ MFD devices with TWAIN driver available connected to a Windows PC
- Dedicated Mobile App (Android and iOS)
- Digital documents (pdf .txt .jpg .jpeg .bmp .gif .png .docx .rtf .tif .tiff .msg) can be uploaded to the Service for processing via web browser on a PC

2.2.2 Data Extraction

Data from the scanned or uploaded documents can be automatically extracted based on the OCR technology and pre-configured templates (supplied with the Service or defined by Customer admin).

2.2.3 Secure Repository

Documents in the Service repository are safely and securely stored to prevent unauthorised access or illegal tampering. The repository supports document recovery in case of disaster scenarios.

2.2.4 Data Management

The Service allows Customer to manage information as a strategic asset. Collaboration is supported by versioning, check-in/check-out, and a complete history of every document. Retention policies help Customer to comply with regulatory requirements.

2.2.5 Data Access

Data stored in the Service is accessible through multiple channels, including installed and web-based clients, mobile apps, third-party integrations, export/send functionality, and a client-facing document portal.

2.2.6 Workflow automation

The Service allows Customer to streamline operations and boost productivity by automating core business processes. The powerful workflow engine allows complex work processes to be automated, ensuring consistency and thoroughness.

2.2.7 Portal

1. Access to E2E Service
 - Single Sign On access to the underlying services / sub-tenants / admin tools
2. Management functions
 - a. User Management
 - Customer administrator can invite (using existing Microsoft accounts) or create users in the Service
 - b. Access Management

and manage their access rights by adding them to the pre-configured user groups. Additional groups can be created.

3. Information sharing
 - a. Manuals / Videos
 - b. Administration tools access
 - c. Notifications

2.3 Data Processing

Sections 2.3 and 2.4 below describe how and for what purposes personal data is processed by Canon or its sub-processors in providing the Service.

2.3.1 Duration of processing

For the duration of the Agreement.

2.3.2 Nature and purpose

Canon processes the personal data to fulfil its obligation to deliver the Service as described in this Service Description. In particular, the personal data is processed for the purposes of authentication of the users / devices when using the Service, assigning them to correct permission groups and for audit purposes.

2.3.3 Data categories

The types of personal data processed to deliver the Service include: user's full name, user's business email address, events (password change, last login etc.) and user's role in the organization.

Additionally, as part of Canon's ongoing Customer support in connection with the delivery of the Service, Canon or its sub-processors may be required to process special category data depending upon the nature of the documents uploaded by the Customer.

2.3.4 Data subjects

Canon's Customer, Customer employees, suppliers, devices connected to the Service and Service providers.

2.4 Technical and Organisational Measures

2.4.1 Secure Communication & Vulnerability Management

All internal communications between the systems is only open to the internal network itself which is protected with an Azure firewall. All external communication is encrypted with HTTPS or a secure VPN.

2.4.2 Personal Data Collection and Usage

The Service does not specifically collect personal data. The Service allows Customers to extract information from their documents and to store and manage that information.

2.4.3 Data Transfers

We shall ensure that no Personal Data is processed outside the European Economic Area without the Customer's express prior written consent, in which case we shall comply with the requirements to ensure that adequate safeguards are put in place to protect Customer Data.

2.4.4 User Authentication and Password Storage

As part of the Service Customer receives an independent, secure Microsoft Azure Active Directory which is managed by Customer administrator and which has been independently audited to the latest security standards. Customer admin can create new users with passwords or invite users with existing Microsoft accounts (no additional password). Authentication to the Service portal and its components is done with OAuth open standard allowing for token-based authentication and authorization providing single sign-on (SSO).

2.4.5 Tenant Isolation

Each tenant of the Service is logically separated from other tenants via tenant isolation ensuring no personal data is exposed or open to data from other accounts. Personal data is stored in the Service according to statutory requirements.

Whenever data sharing between tenants is required, i.e. for analysis, support or service cases, this needs to be enabled by the Customer, never via an outside identity. By default, we never share any private information.

2.4.6 Secure-by-Design Cloud Architecture

The Service and its underlying components have been built with security in mind and is deployed across a three-tier cloud architecture, with defined network segmentation that is controlled through multiple firewalls. Data is placed on the third (and deepest) level of this architecture, stored in an ISO27001 and PCI DSS compliant DBaaS (Database as a Service) built on Microsoft Azure Cloud Storage.

2.4.7 Data Centres & Location

The applications, databases, documents and related information are all hosted and stored in datacentres located in the European Union. The use of Azure data centres makes it possible to respect data sovereignty as Customer data remain within the local region, i.e. European Customers' data will always be stored within European Union data centres.

More information about Azure and its security and compliance features can be found at the following website: <https://azure.com>

2.4.8 Role Concept

The Service follows the 'separation of duties' concept, which ensures user roles are clearly defined and access is restricted to only certain information or configuration options as defined by the role in question. This ensures that critical information is only available to those users who have a role in the creation, editing or updating of private data.

2.4.9 Additional Services / API

The Service provides information to external delivery services via API calls. Sharing of data via these calls are secured by additional mechanisms: valid API calls are only possible while a user is logged in to

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the Service and all third-party delivery service providers are fully GDPR compliant with contractual obligations (through defined Target and Operational Measures) towards Canon as sub-processors. Without these measures in place, no data is shared outside the Service.

2.4.10 List of current sub-processors

Canon may use the following Affiliates and third parties to provide certain parts of the Services on Customer's (and its Affiliates) behalf:

Sub-Processor	Location / Mechanism	Function
Avantech Ltd	St Julians Road, San Gwann, SGN 2803 Malta	Cloud service provider
Therefore Corporation GmbH	Wiener Strasse 2/2 2340 Moedling, Austria phone: +43 2236 865 300	Cloud service provider

2.5 Exclusions

Products and services that are not expressly set forth in this Service Description are excluded from the Service, including, without limitation, the following:

1. Customer's connectivity to the Internet, connectivity between Customer sites, or any equipment necessary for Customer to establish such connectivity
2. Any equipment on a Customer's premises
3. All third-party software and equipment such as scanner, web browser, firewalls etc. correct installation and configuration to allow traffic to the Service and to be able to send e-mail (if applicable)
4. All 3rd party systems with Customer data that is fed into the Service (i.e. Customer ERP system). Customer is responsible for setting up potentially needed channel between the Service and integrated systems and for all ERP system cleanouts and updates
5. Those items listed as Customer responsibility in this Service Description
6. Performance by Canon of any on-site services

2.6 Service requirements

A minimum broadband connection (generally defined as 25-30 Mbit/s) is recommended. However, bandwidth needs will increase based on the number of documents scanned/saved/retrieved every day, and the number of users connecting to the system.

2.7 Changes to the Service

Canon may change the Service provided such change does not materially reduce the End User features or functionality of the Service.

3 Components

3.1 Infrastructure and Software

Canon will:

1. Provide the Service as described herein
2. Operate and monitors the Service infrastructure
3. Grant administrator access only to the appropriate Canon employees and contractors responsible for managing the Service
4. Provide and secure the relevant nodes for the Service servers
5. Ensure backs-up of Customer's Content on a scheduled basis
6. Implement required updates and upgrades to the Service to ensure the highest possible level of security and robustness
7. Provide functionality such that Customer's Content will be hosted on a commercially available cloud service
8. Implement reasonable and appropriate measures designed to help secure Customer's Content against accidental or unlawful loss, access or disclosure

3.2 Service Activation and Service Support Operations.

Canon will:

1. Provision the Service and give access to the Service to the Customer Administrators
2. Provide training materials for Customer Administrators and End Users
3. Provide the opportunity to export Customer's Content for the Customer upon termination or expiry pursuant to the terms of the Agreement
4. Use commercially reasonable efforts to ensure that the Service's infrastructure is current to industry standard security patches

4 Infrastructure and Administration Responsibilities

The parties agree that the relevant party, as indicated by an X in the appropriate column, will have the primary, or sole, responsibility for the tasks in the tables below.

4.1 Infrastructure

Responsibility or Task	Customer	Canon
Managed components systems monitoring		X
Managed components incident management		X
Managed components problem management		X
End User support (L0)	X	
Customer support (L1)		X
Change management		X
Software support		X

4.2 System Administration

Responsibility or Task	Customer	Canon
Customer's connectivity to the internet, connectivity between Customer sites, or any equipment necessary for Customer to establish such connectivity	X	
Provide certificate-based access for HTTPS		X
Provide Customer Administrator access to the Service	X	
Administer End User access and permissions	X	
Define roles / user groups	X	X

4.3 Service Change Management

Canon has established change management processes and will plan and implement changes to the Service accordingly. The responsibilities of the parties for Service change management are as follows:

Responsibility or Task	Customer	Canon
Notify the other party of changes to its environment that could materially impact Customers or End Users. Canon will use commercially reasonable efforts to notify Customer at least 48 hours in advance of changes outside the normal Maintenance Window. Customers are responsible for notifying End Users.	X	X
Create change plan with elements such as change classification, anticipated benefits, risk identification, assessment and mitigation plan, rollback/contingency plan if there are material issues with the change, and similar elements		X
Notify Customer of Service updates, material changes to the Service or changes that require Customer action/support		X
Notify End Users of new functionality, steps required to setup new capabilities (if any), and instructions use	X	
Notify of Maintenance Windows to Customer from Canon and to End Users from Customer	X	X
Communications to Customer about the Service		X
Communications to End Users	X	

5 Service Activation Responsibilities and Service Support Operations Responsibilities

5.1 Service Activation Responsibilities

Service Activation is the process to make the Service ready for use by Customer. The responsibilities for Service Activation are as follows:

Responsibility or Task	Customer	Canon
Core services upgrades, patching, and configuration of the Services and features		X
Customer instance / Tenant creation		X
Customer Administrator provisioning		X
End User provisioning	X	
End User access validation	X	
Customer Administrator access validation	X	
Initial Services setup & configuration	X	X
Configuration and testing ready for End User access	X	X

5.2 Service Support Operations Responsibilities - Incident Management

Canon will monitor the Service and provide support to Customer for Incidents that may adversely affect the availability of the Service. When an Incident is reported or discovered, the parties will work together to resolve the Incident. Resolution is complete when functionality is substantially restored to the Service or when Canon makes a recommendation to the Customer to remediate the Incident. The parties' responsibilities for addressing incidents are as follows:

Responsibility or Task	Customer	Canon
Monitor the performance of the Service and respond to alerts generated by the operating environment		X
Investigate alerts when triggered during applicable support hours. If required, log the issue as an Incident, notify Customer, and begin Incident management process.		X
Inform Canon the Service isn't working properly or is unavailable if a notice from Canon was not received	X	
Confirm the issue is not related to Customer's network or application environment, or Customer's third-party providers (e.g. applications or internet connectivity).	X	
Provide up-to-date support contact details to which to submit Incidents.		X

Provide contact information to notify of Incidents	X	
Verify (and if necessary, update) Incident based on impact and urgency.		X
Send notification to Customer of an Incident using the contact information provided. Canon will notify Customer of Incidents by email.		X
Troubleshoot the Incident		X
Communicate status of Incident resolution efforts to Customer		X
Communicate status of Incident to Customer End Users	X	
Make commercially reasonable efforts promptly to implement Incident resolution or Workaround plan		X
Close the Incident when it is Resolved and communicated to Customer		X

5.3 Service Support Operations Responsibilities - Problem Management

Responsibility or Task	Customer	Canon
Analyse Incident trend to identify patterns and group recurring Incidents into Problem(s)		X
Provide reasonably requested additional details on Incidents (e.g. other activities occurring, third party software interactions, etc.),	X	
Conduct a root cause analysis of Problems	Assist	X
Conduct testing to determine root cause of Problem(s)	Assist	X
Propose and create Workaround solutions or patches for the Service		X
Create maintenance releases and make them available to Customer		X
Implement updates or maintenance releases to the application		X
Schedule and make available an ad hoc Maintenance Window to implement changes to Resolve Problems with Customer's instance / Tenant	X	X
Implement changes to the Service to Resolve Problems with the Service		X

6 Service Availability

6.1 Availability definition and measurement

The Service is considered “Available” when the Service is available for access by the Customer. Availability, expressed as a percentage, is calculated as the total number of contracted minutes in a contract month, minus the total number of minutes of (“Downtime” as defined below) in that month, divided by the total number of contracted minutes in that month.

“Downtime” shall be defined as the total accrued contracted minutes where the Customer is unable to access the Services or where the Customer is unable to access the Service as confirmed by Canon systems logs.

Access means an End User can log in to the Service with valid credentials and interact with the main user interface of the Service following a successful login.

Canon provides the Service based on a 99% availability of the Service for the contracted minutes in the “Agreed Service Time”. The Agreed Service Time is the contracted minutes during a 7 days per week and 24 hours per day, excluding Christmas Day and New Year’s Day (the “Availability Target”).

$$Availability = \frac{AST - DT}{AST} \times 100\%$$

AST: Agreed Service Time (in minutes, as per the definition in the previous paragraph)

DT: Downtime, in minutes

6.2 Availability Exclusions

The Availability Target excludes any partial or complete non-availability of the Service due to, but not limited to:

1. Scheduled or announced downtime to perform maintenance activities or upgrades;
2. The Customer’s acts or omissions or failure to use of Service;
3. The failure of the Customer’s hardware, network, software or hardware not provided by Canon including, but not limited to, issues resulting from inadequate internet bandwidth or related to third-party software or services out of the control of Canon;
4. Networks not under Canon’s direct control, including the Internet;
5. Not supported browsers or devices;
6. Denial of Service or other attacks, (unless Canon fails to take reasonable preventative precautions or comply with its obligations under this agreement);
7. Client-caused security incidents;

8. Due to factors outside Canon's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to Canon data centres, including at Customer's site or between Customer's site and Canon data centre);
9. Canon's exercise of its rights to terminate or suspend the Service;
10. The Customer's failure to comply with the terms of the Customer's contract with Canon.
11. One particular End User of the Customer, or group of them, cannot access the Service, while others can;
12. Degraded Service.

The foregoing Availability Target does not apply to any trial or no-charge Services.

7 General Customer Responsibilities

1. Customer shall supply Canon with all reasonably requested and reasonably necessary information and assets to allow Canon to supply the Service to the Customer.
2. Customer shall not have administrative access to the Service infrastructure. Accordingly, Customer will not be able to upgrade or patch or add third party software to the core system. Customer shall have limited administrator access (Customer Administrator) to the application in support of core aspects including, but not limited to, managing user privileges.
3. Customer has control of Customer's Content uploaded to the Service, and is best positioned to protect against loss, damage, or destruction. Accordingly, Customer is responsible for assigning End Users the proper roles and moderating Customer's Content.
4. Customer is solely responsible for obtaining necessary export permits and authorisations, if any, prior to Customer transferring or exporting Content from one country to another.
5. Customers are responsible for all third-party software and equipment such as scanner, web browser, firewalls etc., and also that they are correctly installed and configured to allow traffic to Purchase to Pay Online and able to send e-mail (if applicable). Users have to comply with the technical specifications such as accepted file formats, agreed sorting orders and so forth.

8 Governance

The parties will engage in governance activities such as Customer satisfaction, status of changes, Incident and Problem reviews, and similar activities as provided in the Agreement.

9 Glossary of Terms

The following definitions will apply to this Service Description and to the Order in connection with the Service. Any other definitions will be as provided in the Service Description, in the Order, or in the Agreement. If there is a conflict between the definitions contained in this Service Description and the Agreement, the definitions in this Service Description will prevail.

Term	Definition
API	Application Programming Interface – the programmatic methods provided for integration with the Service. These methods can and will change over time in both structure, and versions, as well as, the addition or removal of actual methods.
Charges	The total fees payable by Customer to Canon for the Service, which may include Monthly Service Charges, and disconnections, a la carte charges, and other fees as applicable and provided in the Order or this Service Description.
Tenant	The Customer dedicated instance of the services and functions supporting the Service
Content	Means software (including machine images), data, text, audio, video, images or other content.
Customer	The party subscribing to the Service
Customer Administrator	The user and/or role that has privileges for managing the Customer instance of Services including, but not limited to, manage access permissions
End User	A user being an employee or consultant of Customer entitled to use the Services that is granted access by the Customer to use the Services in the Customer's day to day operations; excluding administrative users.

Incident	Any event that is not part of the standard operation of the Service Pack and that causes or may cause an interruption to, or reduction in, the quality of the Service.
Maintenance Windows	Brief pre-planned periods during which Canon will implement system updates or upgrades
Monthly Service Charges	A month-based, fractional portion of the Customer's annual agreement fee for term agreements OR The total charges in a given month for the Customer on a monthly billing plan (when available).
Service Activation	Email sent from Canon to Customer contact listed in the Order indicating completion of initial configuration and availability of the Service outlined in Section <u>2.2</u> .
Service Month	Each calendar month period, beginning after the Service Activation following standard business calendars in the EEA / EU
Problem	An error or other non-conformance in the Service that is causing Incidents.
Product	The Service
Resolve	An Incident or a Problem has been Resolved when the Service is once again fully and properly functioning as described in this Service Description.
SaaS	Software as a Service being the functionality of software delivered as a service via the Internet
Workaround	To restore functionality of the Service (which could include changes) or to reduce the impact of the Incident