



## DATA PROCESSING ADDENDUM (THEREFORE™ ONLINE SERVICES – CANON (UK) LIMITED RESELLERS' CUSTOMER VERSION)

This Data Processing Addendum ("Data Processing Addendum") forms part of and supplements the Canon (UK) Ltd - Online Services Master Terms and Conditions entered into between the Customer and Canon governing the Customer's use of the Canon Online Services known as Therefore™ Online ("Agreement").

### 1. GENERAL

- 1.1. **Incorporation:** This Data Processing Addendum is in addition to and applies to the contractual relationship between Canon and the Customer and the terms set out herein are incorporated into the Agreement.
- 1.2. **Conflict:** In case of a conflict between the terms of this Data Processing Addendum and the Agreement, the terms of the Data Processing Addendum shall prevail to the extent of any inconsistency only.
- 1.3. **Definitions:** In this Data Processing Addendum, expressions defined in the Agreement and used in this Data Processing Addendum have the meaning set out in the Agreement, where applicable, or are as set out in this Data Processing Addendum.

### 2. DEFINITIONS

- 2.1. In this Addendum, the following definitions shall apply:

"**Affiliate**" means with respect to a Party, any other person controlling, controlled by, or under common control with, such Party, for only so long as such control exists. For these purposes, "control" shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, or (ii) the ownership, directly or indirectly, of more than 50 percent (50%) of the voting securities or other ownership interest of a person;

"**controller**", "**processor**", "**data subject**", "**personal data**", "**personal data breach**" and "**processing**" shall have the meanings ascribed to them in the applicable Data Protection Legislation;

### 3. SCOPE

- 3.1. This Data Processing Addendum shall apply to the processing of Customer Personal Data by Canon pursuant to the Agreement.

### 4. PROCESSING REQUIREMENTS

- 4.1. Unless otherwise set out in the Agreement, details about the Customer Personal Data to be processed by Canon and the processing activities to be performed under this Data Processing Addendum are set out in Schedule 1.
- 4.2. Canon shall only process Customer Personal Data in accordance with the documented instructions given from time to time by the Customer, including with regard to transfers, unless required to do so otherwise by applicable law. In which event, Canon shall inform Customer of the legal requirement before processing Customer Personal Data other than in accordance with Customer's instructions, unless that same law prohibits Canon from doing so on important grounds of public interest.
- 4.3. Where Customer is also procuring the Online Services for one or more of the Customer's, Customer confirms that Customer are authorized to communicate any instruction or other requirements on behalf of such Affiliates to Canon in respect of the Online Services.



- 4.4. If Customer are in breach of its obligations under the Data Protection Legislation due to Canon's act or omission, Canon shall not be liable for such breach where such act or omission arose from Customer's or Canon Reseller's instructions.
- 4.5. Upon termination or expiry of the Online Services, Canon shall, at Customer's request, promptly delete or return all Customer Personal Data and delete the copies thereof (unless applicable law requires the storage of such Customer Personal Data) and shall confirm to the Customer in writing that Canon have done so. This is without prejudice to any provisions in the Agreement relating to how long Canon may retain data after the Agreement terminates.

## **5. SECURITY**

- 5.1. Canon warrant and undertake in respect of all Customer Personal Data that Canon shall:
  - 5.1.1. implement appropriate technical and organisational measures to protect Customer Personal Data against unauthorised or unlawful processing against accidental loss, destruction, damage, alteration or disclosure, including those measures set out in Schedule 2 and as may be updated from time to time;
  - 5.1.2. ensure that Canon's personnel are subject to binding obligations of confidentiality with respect to Customer Personal Data; and
  - 5.1.3. promptly, and without delay, notify Customer in writing of any actual, alleged, or potential unauthorised disclosure, loss, destruction, compromise, damage, alteration, or theft of Customer Personal Data.
- 5.2. Customer shall promptly and without delay notify Canon in writing if Customer become aware of any breach of security in respect of the Online Services or its use of the Online Services.

## **6. ASSISTANCE**

- 6.1. Taking into account the nature and scope of the Online Services provided by Canon, Canon shall, to the extent possible, provide such assistance as Customer may reasonably require to comply with Customer's obligations as a data controller, including in relation to data security, data breach notification, data protection impact assessment, prior consultation with data protection authorities, any enquiry, notice or investigation received from a data protection authority, and the fulfilment of data subjects' rights.
- 6.2. Canon shall make available to Customer all information reasonably necessary to demonstrate Canon's compliance with the obligations set out in this Data Processing Addendum, and allow for and co-operate with any audits, including physical inspections of Canon's premises, required by Customer. Customer shall be limited to conducting one such audit or inspection per year, save where Customer reasonably believe that Canon may have breached the provisions of this Data Processing Addendum. Any such audit or inspection shall be conducted on reasonable notice during normal business hours. Canon may require that the people conducting the audit sign undertakings of confidentiality. Should the inspector appointed by Customer be in a competitive relationship with Canon, Canon have a right of objection against them. The expenses incurred by Canon for any such audit shall be borne by Customer.

## **7. SUB-PROCESSING**

- 7.1. Customer provide Canon with a general authorisation to appoint Sub-Processors to process the Customer Personal Data provided that Customer are: (i) informed of the identity of the Sub-Processor and are given reasonable notice of no less than 30 business days in advance of any proposed changes concerning the addition or replacement of other Sub-Processors; (ii) given the opportunity to object to such changes where Customer consider that such Sub-Processors do not provide sufficient guarantees under Data Protection Legislation in which event Canon shall use reasonable endeavours to address Customer's concerns. If Customer fails to object within the 30 days' notice



period, Customer will have been deemed to accept the appointment and/or replacement of the new sub-processor. Customer hereby authorise Canon to use Sub-Processors: (i) expressly authorized in the Agreement; (ii) listed in Schedule 3 of this Data Processing Addendum or (iii) that are Canon's Affiliates

7.2. Canon shall impose obligations on its Sub-Processors that are equivalent to those set out in this Data Processing Addendum by way of written Agreement (including where Customer Personal Data may be processed outside the United Kingdom / European Economic Area), and Canon shall remain liable to Customer for any failure by a Sub-Processor to fulfil its obligations in relation to the Customer Personal Data.

## **8. DATA TRANSFERS**

8.1. Where Canon appoint Sub-Processors in accordance with paragraph 7 above, Canon shall put in place terms with its Sub-Processors to ensure that such Customer Personal Data is only processed in accordance with the Customer's instructions in connection with the Agreement with the Customer and shall include adequate safeguards which satisfy the requirements of the Data Protection Legislation (as defined in the Agreement) in relation to any processing of Customer Personal Data that may be undertaken by Canon's Sub-Processors outside of the United Kingdom and/or European Economic Area. Such adequate measures may include:

8.1.1. processing in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or

8.1.2. appropriate safeguards to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Data Protection Legislation, including a transfer mechanism that enables compliance with cross-border data transfer provisions under applicable Data Protection Legislation.

## **9. LIABILITY**

The provisions on the parties' liability contained in the Agreement shall be valid also for the purposes of processing under this Data Processing Addendum, unless expressly agreed upon otherwise.



## SCHEDULE 1

### DESCRIPTION OF THE PERSONAL DATA PROCESSING

The data processing activities carried out by Canon pursuant to the Agreement and this Data Processing Addendum may be described as follows:

**1 Subject Matter**

Canon's provision of the Therefore™ Online Services as described in the Agreement.

**2 Duration**

For the duration of the Agreement and the period from the end of the Agreement until the Customer revokes Canon's access to Customer Personal data or Canon delete such Customer Personal Data in accordance with the retention period of this Schedule 1.

**3 Nature and Purpose**

Canon will process Customer Personal Data for the purpose of providing the Therefore™ Online Services in accordance with the Agreement.

**4 Data Categories**

Personal Data relating to individuals provided to Canon by, or at the direction of, the Customer to receive the Therefore™ Online Services.

As an information management system any information Customer may capture, store, process, or analyse could contain any category of personal data including special categories.

Personal data could include for example but is not limited to: name, contact details such as an email address, network information, account information, user ids

Personal data could include special categories of personal data the extent of which is determined and controlled by the Customer. For clarity, these special categories of Personal data may include information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

**Data Subjects**

Data subjects include the individuals about whom Customer Personal Data is provided to Canon by, or at the direction of, the Customer to receive the Therefore™ Online Services

**5 Retention Periods**

Canon will retain Customer Personal data for only as long as it is needed for the purpose of providing the contracted service and in accordance with any retention periods required by applicable laws.



## SCHEDULE 2

### TECHNICAL AND ORGANISATIONAL SECURITY MATTERS

#### 1. PROVISION OF THEREFORE™ ONLINE SERVICES:

##### 1.1. Secure Communication and Vulnerability Management:

All internal communication between the systems is only open to the internal network itself which is protected with a Microsoft Azure firewall. All external communication is encrypted with HTTPS.

##### 1.2. Personal Data Collection and Usage:

While Therefore™ Online Services allows Customer to extract any information from Customer's documents and to store and manage that information in the Therefore™ Online Service, Canon and its Sub-Processors do not specifically have access to that data.

##### 1.3. User Authentication and Password:

Customer administrator can create new users with passwords in Therefore™ Online or connect Customer's existing user directory platform to enable single sign-on.

##### 1.4. Tenant Isolation:

Each Therefore™ Online Services tenant is logically separated from other tenants via tenant isolation ensuring no Customer Personal Data is exposed or open to data from other accounts. Customer Personal Data is stored in Therefore™ Online Services according to statutory requirements.

##### 1.5. Secure-by-Design Cloud Architecture:

The Therefore™ Online Services 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. Customer 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. The Therefore™ Online Service in its entirety is regularly security audited by independent security specialists.

##### 1.6. Data Centres and Location:

The applications, databases, documents and related information are all hosted and stored in European data centres.

##### 1.7. Role Concept:

Therefore™ Online Services utilises the 'separation of duties' concept. System administrators can define and assigns roles to users to manage their access to all objects such as folders, categories, cases and documents. This ensures that information is only available to authorised users.

##### 1.8. Additional services:

Therefore™ Online Services can exchange information with external services via secure API calls (as defined by system administrator). It is Customer's responsibility to ensure Data Protection Legislation is adhered to where external services are connected to and Personal Data is shared outside Therefore™ Online Services.



**SCHEDULE 3**  
**APPROVED SUB\_PROCESSORS**

<b>Sub-Processor Name</b>	<b>Purpose</b>	<b>Location</b>	<b>Address</b>
Canon Europe N.V.	Online Software and Hosted System Reseller	The Netherlands	Bovenkerkerweg 59, 1185 XB Amstelveen, The Netherlands
Therefore Corporation GmbH	Online Software and Hosted System Provider	Austria	Wiener Strasse 2/2, 2340 Moedling, Austria