



ZOHO MASTER SUBSCRIPTION AGREEMENT

This MASTER SUBSCRIPTION AGREEMENT ("**Agreement**"), is made and entered into on _____, ("**Effective Date**") by and between Zoho Corporation Limited, having its principal place of business at Suite 1.09, Challenge House Sherwood Drive, Bletchley, Milton Keynes, Buckinghamshire, United Kingdom MK3 6DP, including its Affiliates ("**Zoho**") and _____, having its principal place of business at _____ ("**Subscriber**").

Zoho and Subscriber are each a "party", and together are "parties" to this Agreement.

NOW THEREFORE the parties, intending to be legally bound, agree as follows:

1. Definitions.

- 1.1. "Affiliates"** shall mean any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. "Authorised User"** shall mean an individual user for whom a user license has been purchased by Subscriber pursuant to the terms of the Invoice and this Agreement, and to whom unique user credentials have been given to access Zoho Services. Authorised Users may include employees, individual contractors or consultants of Subscriber or Subscriber's Affiliates or third party service providers.
- 1.3. "Confidential Information"** shall mean all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Zoho's Confidential Information shall include the terms of this Agreement and all Invoices (including all non-public pricing information). Confidential Information of each party shall include the business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without the use of Disclosing Party's Confidential Information.
- 1.4. "Documentation"** shall mean the user manuals and documentation(s), whether in written or electronic form, provided by Zoho to the Subscriber from time to time detailing the features, functionalities and operation of Zoho Services.
- 1.5. "Deprecation"** shall mean and include deprecation, discontinuation, or backward incompatible change to any of (i) the Zoho Services, (ii) features or functionality within Zoho Services, or (iii) Zoho Service APIs.
- 1.6. "Non-Zoho Services"** shall mean third party applications (including third party applications accessed from Zoho Marketplace), services, software, networks, systems, websites or databases that are integrated with Zoho Services to interoperate with Zoho Services.



- 1.7. **"Invoice"** shall mean the document evidencing a subscription to Zoho Services that specifies the name of the Zoho Services subscribed, subscription plan, Subscription Period, number of user licenses purchased and applicable fees.
- 1.8. **"Subscriber Data"** shall mean electronic data and information submitted to and stored within the Zoho Services by the Subscriber or an Authorized User as a result of Subscriber's or Authorised User's use of the Zoho Services.
- 1.9. **"Subscription Fees"** shall mean the fees paid by Subscriber specifically for the Subscription Period, excluding any other fees or charges listed on the applicable Invoices or related to Non-Zoho Services.
- 1.10. **"Subscription Period(s)"** shall mean, in respect of each of the Zoho Services, the duration of validity of each fee-based subscription plan purchased by Subscriber.
- 1.11. **"Usage Limits"** shall mean the limits on use of each of the Zoho Services corresponding to the fee-based subscription plan purchased by the Subscriber.
- 1.12. **"Taxes"** shall mean all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes, goods and services taxes, excise, business, service, and other similar transactional taxes imposed by any local, state, provincial or foreign jurisdiction and include the interest and penalties thereon.
- 1.13. **"Terms of Service"** shall mean the terms and conditions available at <https://www.zoho.com/terms.html> and any additional terms and conditions specific to each of the Zoho Services available at <https://www.zoho.com/service-specific-terms.html> for access and use of Zoho Services, as modified from time to time.
- 1.14. **"Zoho Marketplace"** shall mean the online marketplace for applications that are designed to interoperate with Zoho Services.
- 1.15. **"Zoho Services"** shall mean one or more of the Zoho hosted software services that are purchased by the Subscriber under an Invoice or online purchasing portal, including additional downloadable or mobile applications.

2. Use of the Zoho Services, Restrictions and Responsibilities.

- 2.1. **Rights Granted.** Subject to the terms and conditions of this Agreement, Zoho will make the Zoho Services available to Subscribers for the Subscription Period as set out in the Invoice. Zoho grants Subscriber a non-exclusive, non-transferable right and limited license to access, use and, where applicable, download the Zoho Services during such Subscription Period for Subscriber's internal business purposes. If the Subscriber exceeds the Usage Limits of the Zoho Services or functionalities within Zoho Services, Subscriber may purchase additional quantities of the Zoho Services by making payment(s) for such excess usage.
- 2.2. **Usage Restrictions.** Subscriber shall not and shall not permit its Authorised Users to:
 - 2.2.1. copy, modify, create derivative works or otherwise attempt to gain unauthorised access to the Zoho Services.
 - 2.2.2. except as permitted under applicable law, attempt to disassemble, reverse engineer or decompile Zoho Services.
 - 2.2.3. use Zoho Services on behalf of any third party or include Zoho Services as part of service bureau or provide any business process service.
 - 2.2.4. use Zoho Services in any manner that interferes with or disrupts the integrity, security or performance of the Zoho Services, its components and the data contained therein.



- 2.2.5. sell, resell, license, sublicense, rent, lease, transfer, assign or otherwise make Zoho Services available to any third-party without an Authorised User subscription.
- 2.2.6. use Zoho Services to send or store material containing software viruses, worms or other harmful computer codes, files, scripts or programs.
- 2.2.7. use Zoho Services to store or transmit any material that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libellous, or violates any third party rights.
- 2.2.8. permit direct or indirect access to or use of Zoho Services in a way that circumvents the Usage Limits.
- 2.2.9. use Zoho Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, or resource of Zoho.
- 2.2.10. allow Authorised User licenses to be shared or used by more than one individual other than by way of reassigning the user license to a new user.
- 2.2.11. remove or obscure any proprietary or other notices contained in the Zoho Services.
- 2.2.12. attempt to gain unauthorized access to the Zoho Services (including features and functionality) or its related systems or network.
- 2.2.13. use Zoho Services for any form of competitive or benchmarking purposes.

- 2.3. **Subscriber Responsibilities.** Subscriber shall be responsible for (i) providing accurate, current and complete information regarding the Subscriber in connection with Subscriber's access and use of Zoho Services; (ii) Authorized Users' compliance with the Agreement, Documentation and Invoice; (iii) accuracy, quality and legality of the Subscriber Data; (iv) means by which the Subscriber Data was acquired and Subscriber's use of the Subscriber Data; (v) using commercially reasonable efforts to prevent unauthorised access to or use of Zoho Services; (vi) using the Zoho Services in accordance with this Agreement, Documentation and Invoice; (vii) all activities that occur under Subscriber's account; (viii) compliance with all applicable laws and regulations; and (ix) compliance with the terms applicable to the use of Non-Zoho Services.

3. Fees and Payments.

- 3.1. **Fees :** Subscriber will pay to Zoho, without any deductions, the fees set forth in the applicable Invoice. Except as otherwise specified in the Agreement, all payment obligations are non-cancellable and all amounts paid are non-refundable whether or not the Zoho Services are actively being used. Additional charges will apply for additional purchases or usage in excess of the purchased subscription(s). All pricing terms are confidential and Subscriber agrees not to disclose them to any third party without Zoho's prior written authorization.
- 3.2. **Invoicing and Payment :** Payments for Subscription Period of less than one (1) year shall be made through Zoho's online store using a credit card. Other payment options are available to Subscriber only if the Subscription Period is equal to or greater than one (1) year. The Subscription Period will commence only upon receipt of payment or a purchase order acceptable to Zoho. Subscriber shall be responsible for providing complete and accurate payment information to Zoho. Subscriber shall promptly update any change in the billing information. If a purchase order raised by the Subscriber is accepted by Zoho, the payment must be made by the Subscriber within fifteen (15) days from the receipt of an accurate invoice by email, unless otherwise stated in the Invoice.



- 3.3. Overdue Payments.** Undisputed overdue payments shall bear interest at the rate of one (1)% per month or the maximum rate allowed under applicable law. Subscriber acknowledges and accepts that non-payment of any undisputed fees within the term defined in the applicable Invoice constitutes a material breach of this Agreement and that Zoho shall have the right to: (i) downgrade Subscriber's account to the free plan of the applicable Zoho Service until all such due and undisputed amounts and applicable interests, if any, have been paid; and/or (ii) terminate the Agreement as specified under Section 12.2.
- 3.4. Payment Disputes :** In the event Subscriber has any disputes with regard to the invoice raised by Zoho, then the Subscriber shall raise the same within five (5) business days from the date of receipt of invoice. Subscriber shall not be considered to have defaulted on Subscriber's payment obligations under this Section, if the Subscriber (i) has disputed the fees in good faith in accordance with Section 3.4 and is co-operating diligently to resolve the dispute; and (ii) remits payment for any undisputed amounts in a timely manner.
- 3.5. Taxes :** Subscriber shall be responsible for paying the Taxes in addition to the fees applicable for Zoho Services as specified in the Invoice. If the Subscriber is withholding Taxes, Subscriber shall pay the withholding Tax directly to the appropriate government entity and shall furnish a tax certificate to Zoho evidencing such payment.
- 3.6. Pricing:** Zoho reserves the right to unilaterally determine and modify its pricing for Zoho Services. Where an Invoice is in effect, the pricing for the Zoho Services shall remain as agreed for the term specified in such Invoice.

4. Availability and Technical Support.

- 4.1. Service Availability.** Zoho will make Zoho Services available to the Subscriber pursuant to the terms of this Agreement, applicable Invoice and Documentation. Zoho shall use commercially reasonable efforts to make the Zoho Services available 24 hours a day, 7 days a week and honour the Monthly Uptime Commitment as set forth in Exhibit A, except during : (i) Scheduled Downtime, and (ii) Force Majeure Events.
- 4.2. Support.** Zoho undertakes to respond and resolve Service Defects reported by Subscriber according to the timeframe specified in Exhibit B.

5. Privacy and Security.

- 5.1. Privacy.** Zoho's processing of Personal Information will, at all times, be compliant with Exhibit D of this Agreement. Exhibit D explains how Zoho will, (i) process Personal Information; (ii) use third party service providers who process Personal Information on Zoho's behalf; (iii) assist Subscriber to handle data subject requests; (iv) handle Security Incidents; (v) accommodate an audit request from Subscriber; (vi) ensure that its personnel maintain confidentiality and security of Personal Information; and (vii) handle return or deletion of Personal Information.
- 5.2. Security.** Zoho has implemented and will maintain industry-standard administrative, technical, and physical safeguards to reasonably protect the security, confidentiality and integrity of the Subscriber Data as described in Exhibit C of this Agreement. Zoho will periodically review and update its security practices to address new and evolving security threats and to implement evolving security technologies and industry standard practices. Zoho warrants that no modification to the security practices will materially degrade the security of Zoho Services.



6. Non-Zoho Services

- 6.1.** From time to time, Zoho and/or third parties may make available certain Non-Zoho Services. If the Subscriber chooses to enable, access or use Non-Zoho Services, Subscriber's access and use of the Non-Zoho Services shall be governed solely by the terms and conditions applicable to the use of such Non-Zoho Services. Subscriber shall be responsible for reviewing and accepting such terms and conditions before accessing or using the Non-Zoho Services.
- 6.2.** Zoho does not endorse or support, and makes no representations with respect to any aspect of such Non-Zoho Services. Zoho shall not be liable for any damage or loss (including damage or loss of Subscriber Data) caused or alleged to be caused in connection with Subscriber's access or use of such Non-Zoho Services.
- 6.3.** Zoho cannot guarantee the continued availability of Non-Zoho Services. Similarly, Zoho cannot guarantee the continued availability of certain features within Zoho Services that are designed to interoperate with the Non-Zoho Services.

7. Proprietary Rights and Licenses

- 7.1. Reservation of Intellectual Property Rights.** As between the parties to this Agreement, Zoho retains all the rights, title and interest in and to the Zoho Services and Documentation, including all related intellectual property rights. Except as expressly stated herein, this Agreement does not grant any additional rights or licenses to the Subscriber in the Zoho Services or in any intellectual property rights of Zoho.
- 7.2. License to use Suggestion and Feedback.** Subscriber grants to Zoho a fully paid-up, royalty free, worldwide, sub-licensable, assignable, irrevocable and perpetual license to use and incorporate into the Zoho Services any idea, suggestion for enhancement, recommendation, correction or other feedback provided by Subscriber to Zoho in connection with such Subscriber's use of the Zoho Services.

8. Confidentiality

- 8.1. Confidentiality Obligations.** Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for the purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those contained herein. Any exchange of Confidential Information prior to the execution of this Agreement shall continue to be governed by any non-disclosure agreement executed by and between the parties and not the terms of this Agreement. All copies of Confidential Information, regardless of form, shall, at the discretion of the Disclosing Party, either be destroyed or returned to the Disclosing Party, promptly upon the earlier of: (i) Disclosing Party's written request, or (ii) expiration or termination of this Agreement for any reason.
- 8.2. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party (i) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (ii) as reasonably necessary to comply with any applicable law or regulation; or (iii) as necessary to establish the rights of the Receiving Party,



provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Any such disclosure shall be limited to only what is required and shall be subject to the confidentiality obligations to the extent reasonably practicable.

9. Representations, Warranties and Disclaimers

- 9.1. Mutual Representation.** Each party represents and warrants to the other party that it is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority, and is duly authorized, to enter into the Agreement and to carry out the provisions thereof.
- 9.2. Warranty by Zoho.** Zoho warrants that during an applicable Subscription Period (i) Zoho Services will perform materially in accordance with the Documentation when Subscriber uses the Zoho Services in accordance with such Documentation; (ii) Zoho will, at a minimum, implement administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data, as set forth in Exhibit C of this Agreement; (iii) subject to the "Non-Zoho Services" Section and except in case of deprecation (as explained below), Zoho will not materially decrease the overall functionality of the Zoho Services. In case of any breach of warranty listed in this Section, the Subscriber shall be entitled to sole and exclusive remedies against Zoho as described in Sections 12.2. and 12.3. of this Agreement.
- 9.3. Deprecation.** Zoho will announce Deprecations at least three months before such Deprecations are effective ("Deprecation Period") and suggest alternate solution(s), wherever applicable. Subscriber may terminate this Agreement with immediate effect during the Deprecation Period and be entitled to refund of subscription fee proportionate to the unused portion of the Subscription Period. Zoho also warrants that, upon request, Subscriber will be provided complete export of data in order to facilitate migration.
- 9.4. Warranty Disclaimer.** SUBSCRIBER UNDERSTANDS AND AGREES THAT THE USE OF THE ZOHO SERVICES IS AT SUBSCRIBER'S SOLE RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ZOHO SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. EXCEPT FOR WARRANTIES SPECIFIED IN THIS AGREEMENT, ZOHO DISCLAIMS WARRANTIES OF ALL KINDS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZOHO FURTHER DISCLAIMS WARRANTIES THAT ZOHO SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE. NO ADVICE OR INFORMATION OBTAINED BY SUBSCRIBER FROM ZOHO OR FROM ANY THIRD PARTY SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF REMEDY FAILS ITS ESSENTIAL PURPOSE.
- 9.5. Disclaimer with respect to Professional Services provided by Partners and Third Parties.** In the event that Subscriber avails professional services which include but are not limited to implementation, integration, optimization or customization of Zoho Services from third parties including consulting partners listed on Zoho's website ("Third Party Service Providers"), Zoho shall in no way be liable for the acts and omissions of such Third Party Service Providers.



10. Indemnification

10.1. Indemnification by Zoho.

10.1.1. Indemnification. Zoho shall defend Subscriber against any claim, demand, suit or proceeding made or brought by third party against Subscriber alleging that Zoho Services infringe or misappropriate the intellectual property rights of a third party by reason of Subscriber's use of Zoho Services as permitted hereunder ("Claim"), and shall indemnify Subscriber from any damages finally awarded against, and for reasonable attorney's fees incurred by Subscriber in connection with any such Claim; provided, that Subscriber (a) promptly gives Zoho written notice of the Claim; (b) gives Zoho sole and exclusive control and authority to select defense attorney(s), and defend and/or settle such Claim (provided that Zoho shall not settle any Claim unless the settlement unconditionally releases Subscriber of all liability); and (c) provide to Zoho all reasonable assistance, at Zoho's expense.

10.1.2. Upon notice of a Claim, or if in Zoho's opinion such a Claim is likely, in addition to its obligations under Section 10.1.1, Zoho has the right, at no cost to Subscriber, to: (i) replace or modify Zoho Services so that they are non-infringing, (ii) obtain appropriate license for Subscriber's continued use of the Zoho Service in accordance with the terms of this Agreement, or (iii) if in Zoho's sole discretion, neither option (i) or (ii) is commercially reasonable or practicable, terminate the Subscriber's subscription to the Zoho Services upon 30 days' written notice and refund Subscriber any prepaid fees covering the remainder of the Subscription Period. Sections 10.1.1 and 10.1.2 sets out Zoho's entire obligation and liability, and Subscriber's sole and exclusive remedy, with respect to third party intellectual property infringement claims.

10.1.3. Exclusions. Notwithstanding the foregoing, Zoho shall not be liable and shall have no obligation for any Claim when (i) Zoho Services are modified by Subscriber or by anyone authorised or engaged by Subscriber; (ii) Claim against the Subscriber arises from the use or combination of the Zoho Services or any part thereof with software, program or components not provided by Zoho; (iii) Zoho Services are used in a manner that breaches this Agreement; (iv) Zoho Services are not used in accordance with the applicable Documentation; or (v) Claim against the Subscriber arises wholly or partly from Non-Zoho Services.

10.2. Indemnification by Subscriber. Subscriber shall defend Zoho against any claim made or brought against Zoho by a third party alleging that (i) Subscriber's use of the Zoho Services is in violation of the Agreement, or (ii) Subscriber's use of Subscriber Data along with the Zoho Services infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Zoho for any damages finally awarded against, and for reasonable attorney's fees incurred by Zoho in connection with any such claim; provided, that Zoho (a) promptly gives Subscriber written notice of the claim; (b) gives Subscriber sole and exclusive control to select defense attorney(s), and defend and/or settle such claim (provided that Subscriber shall not settle any claim unless the settlement unconditionally releases Zoho of all liability); and (c) provides to Subscriber all reasonable assistance, at Subscriber's expense. This indemnification obligation of the Subscriber does not apply to the Subscriber if



a claim arises on account of Zoho's breach of this Agreement, Documentation or applicable Invoice.

11. Limitation of Liability.

11.1. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, PRODUCT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER AFFILIATE OR THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR LOST REVENUE, LOSS OF DATA (THROUGH NO FAULT OF ZOH O), BUSINESS INTERRUPTION, LOSS OF GOODWILL OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS SPECIFIED UNDER SECTIONS, 11.2 OR 11.3, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY OR ITS AFFILIATES, FOR ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT, EXCEED THE AGGREGATE OF ALL AMOUNTS PAID BY THE SUBSCRIBER TO ZOH O IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM OR ACTION. THE LIMITATIONS SPECIFIED HEREIN WILL NOT LIMIT SUBSCRIBER'S OBLIGATION TO PAY FEES IN ACCORDANCE WITH THIS AGREEMENT.

11.2. MULTI-YEAR CONTRACT. IF THE SUBSCRIBER ENTERS INTO A MULTI-YEAR CONTRACT AND PAYS THE ENTIRE SUBSCRIPTION FEES UPFRONT, ZOH O'S LIABILITY WILL BE LIMITED TO THE AMOUNT APPORTIONED FOR THE LAST TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM, PROVIDED THAT THE CLAIM ARISES AFTER TWELVE (12) MONTHS FROM THE DATE OF SIGNING THE AGREEMENT. ZOH O'S LIABILITY FOR CLAIMS THAT ARISE WITHIN THE FIRST TWELVE (12) MONTHS OF THE SUBSCRIPTION PERIOD WILL BE LIMITED TO THE PREPAID LICENSE FEES APPORTIONED FOR THE SUBSCRIBER'S USE OF THE SERVICES DURING THAT PERIOD.

11.3. ZOH O PARTNER SUBSCRIPTIONS. FOR SUBSCRIPTIONS MADE THROUGH A ZOH O AUTHORIZED PARTNER, ZOH O'S LIABILITY SHALL BE LIMITED TO THE SUBSCRIPTION FEES PAID BY THE SUBSCRIBER TO THE PARTNER DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM OR ACTION, PROVIDED THAT SUCH PAYMENTS WERE DULY RECEIVED BY ZOH O FROM THE PARTNER. ZOH O'S LIABILITY DOES NOT EXTEND TO ANY OTHER FEES OR CHARGES ASSOCIATED WITH THE PARTNER'S SERVICES OR ANY NON-ZOH O SERVICES.

12. Term and Termination.

12.1. Term. The term of this Agreement shall commence on the Effective Date and shall thereafter continue for the duration of the Subscription Period of the relevant Invoice, unless terminated in accordance with the provisions of this Section. Except as otherwise specified in the Agreement or Invoice, subscriptions will automatically renew for additional terms equivalent to the expiring Subscription Period.



- 12.2. Termination.** A party may terminate this Agreement for cause : (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of the creditors.
- 12.3. Refund.** Upon termination for cause by Subscriber, Zoho shall refund Subscriber any prepaid fees covering the unused portion of the Subscription Period. Upon any termination for cause by Zoho, Subscriber shall expedite all payments due to Zoho and in no event will termination of this Agreement relieve Subscriber of its obligation to pay any fees due to Zoho. Notwithstanding anything contained herein, in the event Subscriber terminates the Agreement except as mentioned in Section 12.2 of the Agreement, Zoho is under no obligation to refund the fees paid by the Subscriber.
- 12.4. Export of Subscriber Data.** Upon termination of the Agreement, Zoho will make all Subscriber Data available to Subscriber for electronic retrieval for a period of thirty (30) days in a suitable format supported by Zoho Services, after which Zoho may permanently and irrevocably destroy all Subscriber Data in its possession or control.
- 12.5. Surviving Provisions.** Sections "Confidentiality," "Fees and Payments," "Warranty Disclaimers," "Limitation of Liability," "Indemnification," "Termination," "Surviving Provisions" and "General" shall survive termination of this Agreement.

13. General.

- 13.1. Applicability of Terms of Service.** Subscriber understands that, in addition to the terms of this Agreement, Zoho's Terms of Service will apply to Subscriber's access and use of the Zoho Services. In the event of any conflict between this Agreement and the Terms of Service, the terms of this Agreement shall prevail.
- 13.2. Entire Agreement.** This Agreement, including the Exhibits attached hereto and the Terms of Service, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, concerning the subject matter hereof.
- 13.3. Amendment.** No changes, modifications or amendment of any nature made to this Agreement shall be valid unless evidenced in writing and signed for and on behalf of both parties by the respective authorized representatives.
- 13.4. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed strictly in accordance with the laws of England (excluding the rules governing conflict of laws). Any dispute arising out of or resulting from this Agreement shall be subject to the exclusive jurisdiction of courts in England to the exclusion of all other courts.
- 13.5. Notices.** All notices required under this Agreement shall be in writing and shall be sent to the respective address set forth below . Any such notice may be delivered by hand, by overnight courier, by registered post or certified mail with return receipt requested, by facsimile transmission, or by electronic mail to the person to whom such notice is to be sent as per the terms of this Agreement. Such notice shall be deemed to have been received: (i) by hand delivery, at the time of delivery; (ii) by overnight courier, on the succeeding business day; (iii) by registered post or certified mail, on the date marked in proof of receipt; (iv) by facsimile, immediately upon confirmation of transmission, provided a confirmatory copy is sent by first



class pre-paid or overnight courier or by hand by the end of the next business day; and (v) by electronic mail, when sent. All notices shall be sent to :

If to Zoho: Legal Team

Zoho Corporation Limited,
Suite 1.09, Challenge House Sherwood Drive,
Bletchley, Milton Keynes, Buckinghamshire,
United Kingdom MK3 6DP.

If to Subscriber:

- 13.6. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's written consent.
- 13.7. Assignment.** Neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Invoices), without the other party's consent to : (i) its Affiliate; (ii) any entity which acquires all or substantially all of its capital stock or assets related to this Agreement through purchase, merger, consolidation, or otherwise. Any assignment in violation of the foregoing shall be void.
- 13.8. No Third Party Beneficiaries.** The provisions of this Agreement shall be binding and inure solely to the benefit of the parties, their successors, and permitted assigns. Nothing herein, whether express or implied, will confer any right, benefit or remedy upon any person or entity other than the parties, their successors and permitted assigns.
- 13.9. Force Majeure.**
- 13.9.1. Force Majeure Event.** Neither party shall be responsible to the other party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation an act of God; act of war, hostility, or sabotage; pandemic; strikes, lock-outs or other industrial disputes; act of government; electrical, internet, or telecommunication outage that is not caused by the affected party; natural disasters or extreme adverse weather conditions (each a "Force Majeure Event").
- 13.9.2. Notice.** Both parties shall use reasonable efforts to mitigate against the effects of such Force Majeure Event. If the effects of the Force Majeure Event continue unmitigated for more than 30 days, either party may terminate this Agreement and/or any Invoice, upon prior written notice to the other party.
- 13.10. Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 13.11. Waiver.** No failure or delay in exercising any right under this Agreement will constitute a waiver of that right. Any waiver of any obligation arising out of this Agreement shall not take effect unless agreed to in writing by both the parties to the Agreement.
- 13.12. Interpretation.** No provision of this Agreement shall be construed against one party by reason of being deemed the "author" of the Agreement. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the terms of this Agreement.



IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

Zoho Corporation Limited

Sign : _____

Name : _____

Title : _____

Date : _____

Subscriber

Sign : _____

Name : _____

Title : _____

Date : _____



Exhibit A

SERVICE LEVEL TERMS AND CONDITIONS

"Downtime" shall mean inability to access Zoho Services due to a Qualifying Fault. Downtime is measured based on availability of the individual Zoho Services as measured by Zoho's application monitoring tool.

"Qualifying Fault" shall mean and include server side errors and reachability errors attributable to Zoho Services.

"Downtime Period" shall mean ten or more consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

"Monthly Uptime" shall mean total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month.

"Monthly Uptime Percentage" shall mean the percentage calculated by dividing Monthly Uptime by the total number of minutes in a calendar month.

"Scheduled Downtime" shall mean unavailability of Zoho Services about which Subscriber is informed at least forty eight (48) hours in advance. A Schedule Downtime will not constitute a Qualifying Fault.

"Service Credit" shall mean days added to the end of the Subscription Period at no additional cost as compensation for Zoho's failure to meet the monthly uptime commitment.

Planning of Scheduled Downtime. Zoho will ensure that Scheduled Downtime is planned on weekends between 9:00 pm to 6:00 am (Pacific Time in the United States).

Monthly Uptime Commitment. Zoho Services will have a Monthly Uptime Percentage of 99.9%.

Calculation of Service Credit:

Uptime	Compensation for Downtime (No. Of Days of Service Credit)
99.5% to 99.9%	7
99% to 99.5%	15
<99%	30

Request for Service Credit. In order to receive any of the Service Credits described above, Subscriber must notify Zoho within thirty (30) days from the time Subscriber becomes eligible to receive a Service Credit. Failure to comply with this requirement will result in forfeiture of Subscriber's right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Zoho to Subscriber for any and all Downtime Periods that occur in a single calendar month shall not exceed thirty days of Service added to the end of subscription term. Service Credits may not be exchanged for, or converted to, monetary compensation.

Sole and Exclusive Remedy. Subscriber's sole and exclusive remedy for Zoho's failure to meet the uptime commitment is to receive Service Credit.



SLA Exclusions. The SLA does not apply to any performance and availability issues: (i) caused by factors outside of Zoho's reasonable control; (ii) that resulted from any actions or inactions of Subscriber; or (iii) that resulted from Subscriber's equipment and/or third party equipment that are not within Zoho's reasonable control. It is hereby clarified that performance and availability issues caused by factors within Zoho's control and attributable to Zoho or its vendors are not excluded.

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Exhibit B

SUPPORT TERMS AND CONDITIONS

Severity Level 1: The Zoho Service does not function without a fix being applied and the problem has significant effect on the revenues or business operations of Subscriber.

Severity Level 2: The Zoho Service can function. However, the Zoho Service functions providing incorrect results or its performance is inconsistent with the performance described in the Documentation.

Severity Level 3: The functionality of the Zoho Service is not affected by the problem or can be achieved by using other features of the Zoho Service.

Response, Problem Determination and Resolution/Restoration/Work-around Timeframe

Severity Level	Response	Problem Determination	Resolution/Restoration/Work-around
1	1 hour	4 hours	8 hours
2	8 hours	2 days	4 days
3	24 hours	7 days	14 days

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Exhibit C

TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

Zoho has established, and will maintain at a minimum, an information security management system that includes the following:

Security Governance

1. A governance framework that supports relevant aspects of information security through appropriate policies and standards.
2. Formal documentation of the roles and responsibilities of employees with respect to governance of Information Security within Zoho that are communicated by the management to employees.
3. An information security program in accordance with the international standard ISO 27001 that includes technical, organizational and physical security measures in order to protect Personal Information against accidental loss, destruction or alteration, unauthorized disclosure or access, or unlawful destruction.
4. Formally documented information security policy, data privacy policy and other policies that are communicated periodically to employees responsible for the design, implementation and maintenance of security and privacy controls. The policies will be reviewed annually to keep them up-to-date.
5. Compliance with industry standard security measures as described at <https://www.zoho.com/compliance.html>.

Risk Management

1. Annual risk assessment, to prioritize mitigation of identified risks.
2. Established internal audit requirements and periodical audits on information systems and processes at planned intervals.
3. Assessment of the design and operating effectiveness of controls against the established control framework through which corrective actions related to identified deficiencies will be tracked to resolution.

Human Resources Security

1. Background verification of all employees having access to confidential data that includes verification of criminal records, previous employment records if any, and educational background.
2. Signing of confidentiality agreement and acceptable use policy by employees upon their employment with clauses on protection of confidential information.
3. Training on security and privacy awareness including training on Zoho's policies, standards and relevant technologies along with maintenance and retention of training completion records.
4. Employees will be required to adhere to the information security policies and procedures. Disciplinary process for non adherence will be defined and communicated.

Identity and Access management of Zoho Personnel



1. Creation of unique identifiers for employees to access information systems and prohibition of sharing user accounts among employees.
2. User authentication to information systems protected by passwords that meet Zoho's password policy requirements derived based on NIST SP 800-63B standards.
3. Strong password configurations that include i) 8 character minimum length; ii) non dictionary words and iii) screening of passwords against list of known compromised passwords.
4. Mandatory Two factor authentication for access to information systems involving confidential data.
5. Secure remote access to the corporate network provisioned via SSL VPN with strong encryption and two factor authentication.
6. Adherence to the principles of least privilege and need-to-know and need-to-use basis for access control.
7. Approval mechanism from appropriate personnel to provide access to information systems.
8. Revocation of access that is no longer required in the event of termination or role change.
9. Recording of approval, assignment, alteration and withdrawal of access rights.
10. User access reviews on a half yearly basis and corrective actions whenever necessary.
11. Restrictions on administrative access to Personal Information and provision of access on a strictly need-to-know basis along with implementation of access-control measures such as mandatory two factor authentication.

Asset Management

1. Inventory maintenance of assets associated with information processing. Owners are assigned for each asset and rules for acceptable use of assets are defined. Assets assigned to employees are returned in the event of termination or role change.
2. Capacity management policies through which resources are continuously monitored and projections are made for future requirements.
3. Determined procedures in accordance with industry best practices for the reuse, secure disposal and destruction of electronic media to ensure that the data is rendered unreadable and unrecoverable.
4. Disposal of unusable devices by verified and authorized vendors which includes storing of such devices in a secure location until disposal, formatting any information contained in the devices before disposal, degaussing and physical destruction of failed hard drives using shredder and crypto-erasing and shredding of failed SSDs.

Physical Security

1. Physical access to Zoho's data center is highly restricted and requires prior management approval. The data centers are housed in facilities that require electronic card key access.



Additional two-factor authentication and biometric authentication are required to enter the data center premises and there is continuous monitoring of CCTV cameras and alarm systems.

2. Control of physical access to Zoho's development facilities using access cards and monitoring by security personnel.
3. Installation of CCTV cameras and review of access logs and CCTV footage in case of any incidents.
4. Defined visitor management process to authorize visitor entries and maintenance of access records of visitors.
5. Revocation of physical access to employees in the event of termination of employment or role change.

Network Security and Operations

1. A dedicated Network Operations Center (NOC), which operates 24x7 monitoring the infrastructure health.
2. Establishment and implementation of firewall rules in accordance to identified security requirements and business justifications.
3. Review of firewall rules on a quarterly basis to ensure that legacy rules are removed and active rules are configured correctly.
4. Establishment and maintenance of appropriate network segmentation, that includes use of virtual local area networks (VLANS) where appropriate, to restrict access to systems storing confidential data with a data storage layer that is designed to be not directly accessible from the Internet.
5. Clear separation of production, development and integration environments to ensure that production data is not replicated or used in non-production environments for testing purposes.
6. Management of access to production environments by a central directory and authentication for such access using a combination of strong passwords, two-factor authentication, and passphrase-protected SSH keys. Access to the production environment is facilitated through a separate network with strict rules.
7. Deployment of DDOS mitigation capabilities from well established service providers to prevent volumetric attacks and to keep the applications available and performing.

Secure Software Development

1. Well defined security process that is implemented and monitored throughout the SDLC taking into consideration confidentiality, availability and integrity requirements.
2. Implementation of secure software development policies, procedures, and standards that are aligned to industry standard practices such as OWASP, CSA, CWE/SANS including secure design review, secure coding practices, risk based testing and remediation requirements.
3. Training on secure coding principles and industry standards to personnel involved in the development and coding of products.
4. "Secure by design" approach by incorporating security risk assessments and Threat modeling in the planning and analysis phase of SDLC and review of the design to prevent new threats.
5. Examination of Source code changes for potential security issues using Zoho's proprietary SAST (static code analysis) tools and manual review process before deployment.



6. Web Application Firewall (WAF) layer that is embedded in all web applications for protection against Open Web Application Security Project (OWASP) threats, including SQL injections, Cross-site scripting (XSS) and remote file inclusions.
7. Maintenance of inventory of third party software that gets bundled in the products/services .
8. Alerts on potential security vulnerabilities in the third party software by Zoho's proprietary SCA(Software Composition Analysis) that is reviewed periodically to check its applicability and impact and to take steps to upgrade third party software to the latest version.
9. Appropriate checking and elimination procedures to ensure that the service is not affected by malware/viruses during development, maintenance and operation.
10. Appropriate security controls to ensure the confidentiality, integrity and availability of the CI/CD pipeline in the software development environment used to develop, deploy, and support the products.
11. Maintenance of clear distinction between the development, QA and production environments.

Data Security and Management

1. Information classification scheme with data handling guidelines related to access control, physical and electronic storage, and electronic transfer.
2. Logical separation of each subscriber's service data from other subscriber' data by distributing and maintaining separate logical cloud space for each subscriber.
3. Deletion of data from active database upon termination of Zoho Services by the subscriber (clean-up occurs once in every 6 months), deletion of backup data within 3 months of deletion from active database and termination of accounts that remain unpaid and inactive for a continuous period of 120 days by giving prior notice to the subscriber.

Cryptography

1. Use of transport encryption for information that traverses across networks outside of the direct control of Zoho including, but not limited to the Internet, Wi-Fi and mobile phone networks.
2. Encryption of data transmission to Zoho services are made using TLS 1.2/TLS1.3 protocols, with latest and strong ciphers like AES_CBC/AES_GCM 256 bit/128 bit keys, authentication of message using SHA2 and use of ECDHE_RSA as the key exchange mechanism.
3. Encryption of sensitive Personal Information at rest using 256-bit Advanced Encryption Standard (AES). (The data that is encrypted at rest varies specific to Zoho services and also options are provided where the subscriber defines the fields to encrypt depending on their business need and data sensitivity).
4. Irreversible industry standard algorithm (bcrypt) will be used to hash and store the passwords of Zoho Services with randomly generated per user salt added to the input.
5. Zoho's in-house Key Management Service (KMS) to own and maintain encryption keys that includes additional layer of security by encrypting the data encryption keys using master keys.
6. Separation of master keys and data encryption keys by physically storing them in different servers with limited access.

Change Management



1. A change management policy that governs changes in all components of the service environment whereby all changes are planned, tested, reviewed and authorized before implementation into production.
2. Assessment of the potential impacts, including information security and privacy impacts of the changes.
3. Documented fall-back mechanisms including procedures and responsibilities for aborting and recovering from unsuccessful changes and unforeseen events.
4. Notification to subscriber of any changes that may affect subscribers in an adverse manner.

Configuration Management

1. Implementation of security hardening and baseline configuration standards in accordance with industry standards that are reviewed and updated periodically.
2. Predefined OS images with security baselines are used to build systems in development and production.
3. Hardening standards including (i) ensuring that unnecessary features, services, components, files, protocols and ports are removed from the production environment; and (ii) removing unnecessary user logins and disabling or changing default passwords.
4. Approval from the appropriate personnel to install any software package in the production environment.

Vulnerability Management

1. Vulnerability management plan designed to (i) identify promptly, prevent, investigate, and mitigate any cyber security vulnerabilities; (ii) analyze the vulnerability; (iii) perform recovery actions to remedy the impact.
2. Vulnerability assessments using automated scanners performed periodically on Zoho's internet facing systems.
3. Application penetration testing by Zoho's in house security personnel performed annually in accordance to defined test methodologies
4. Review of identified issues from vulnerability assessments and penetration testing, determination of its applicability, impact and priority and rectification in accordance with the SLA definition: High level vulnerabilities within 7 calendar days of discovery, Medium level vulnerabilities within 30 calendar days of discovery and Low level vulnerabilities within 60 calendar days of discovery.
5. Monitoring known vulnerabilities from common sources such as OWASP, CVE, NVD and other vendor security lists and installation of security relevant patches to product and/or supporting systems in accordance with Zoho's patch management policy.
6. Antivirus deployment by running the current version of industry standard anti-virus software as a part of which signature definitions are updated periodically within 24 hours of release, real time scans are enabled and alerts are reviewed and resolved by appropriate personnel.

Security Logging and Monitoring

1. Use of centralized logging solution to aggregate and correlate events from various components including network devices, servers and applications.



2. Maintenance of audit logs recording privileged user access activities, authorized and unauthorized access attempts, system exceptions, and information security events and retention of logs in accordance with applicable policies and regulations.
3. Host and application intrusion detection (IDS) technology to facilitate timely detection, investigation and response to incidents.
4. Restrictions on physical and logical access of logs by authorized personnel.

Business continuity and Disaster recovery

1. Disaster recovery and business continuity plans and processes (i) to ensure continuous availability of the services in case of any disaster; (ii) to provide an effective and accurate recovery.
2. Annual review of business continuity plan to evaluate its adequacy & effectiveness.
3. Redundancy mechanisms to eliminate single point of failure consisting of (i) dual or multiple circuits, switches, networks or other necessary devices; and (ii) storing of application data in a resilient storage that is replicated in near real time across data centres.
4. Taking periodic backups (incremental backups every day and weekly full backups) and storing them in an encrypted format both in primary and secondary datacenter.
5. Retention of backups for a period of three months and testing recovery of backups at planned intervals.
6. SLA for service availability with 99.9% monthly uptime as a part of which real time availability can be viewed in <https://status.zoho.com>.

Incident Management

1. An incident response plan and program containing procedures that are to be followed in the event of an information security incident.
2. Dedicated email (incidents@zohcorp.com) to which external parties can report security incidents and creating awareness among employees to report any potential security incident or weakness on time without any delay.
3. Tracking of security incidents, fixing of such incidents through appropriate actions, maintenance of such records in the incident registry and implementation of controls to prevent recurrence of similar incidents.
4. Incident management procedures that lays down the steps for notifying the client, and other stakeholders in a timely manner in accordance with breach notification obligations.
5. Implementation of appropriate forensic procedures including chain of custody for collection, retention, and presentation of evidence in the event of an information security incident likely to result in a legal action.

Third-Party Vendor Management

1. Vendor management policy through which Zoho evaluates and qualifies third party vendors as a part of which new vendors are onboarded only after understanding their processes and performing risk assessments.



2. Execution of agreements with vendors that require vendors to adhere to confidentiality, availability, and integrity commitments in order to maintain Zoho's security stance.
3. Annual reviews to monitor the operation of vendor's processes and security measures.

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Exhibit D

DATA PROCESSING ADDENDUM ("DPA")

In the course of providing Zoho Services under the Agreement, Zoho and its affiliated group entities ("Zoho") may process Personal Information on behalf of the Subscriber. Accordingly, the parties agree as follows:

1. Interpretation

1.1 In this DPA:

"Applicable Data Protection Laws" means all laws and regulations in the United Kingdom that apply from time to time to data Processing activities by any of the parties, including, but not limited to the Data Protection Act 2018 (UK) and the General Data Protection Regulation;

"Personal Data", **"Process"/"Processing"**, **"Data Controller"**, **"Data Processor"**, **"Sub-Processor"** and **"Data Subject"** shall have the same meanings as in Applicable Data Protection Laws.

"Security Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

- 1.2 This DPA is supplementary to the Agreement. The scope of this DPA is strictly limited to the provisions around the Processing of Personal Data as part of the services provided under the Agreement and shall not otherwise amend or supersede any rights or obligations of the parties to the Agreement.

2. Details of the Processing

The details of the Processing and in particular the special categories of Personal Data, where applicable, are specified in **Appendix 1** which forms an integral part of the DPA.

3. Instructions:

Zoho agrees to process the Personal Data only on behalf of the Subscriber and in compliance with its instructions. However, Subscriber agrees that its instructions to Zoho for Processing Personal Data are (i) to Process such data strictly in accordance with the Agreement; (ii) to process data where such Processing is initiated by Subscriber via the user interface of the services; (iii) to process data for fraud prevention, spam filtering, and service improvement, including automation; and (iv) to Process data to comply with other documented reasonable instructions provided by Subscriber (eg., via email) where such instructions are consistent with the Agreement and this DPA. Zoho shall not be obliged to act in accordance with any instructions outside the scope of the Agreement except with the prior written agreement of both parties.

4. Documentation and Compliance:



- 4.1 **Demonstration of Compliance.** Upon request by Subscriber, Zoho will demonstrate its compliance with Applicable Data Protection Laws and this DPA by way of reports of audits conducted in the previous 12 months by qualified and independent third party auditors, certifications approved under Article 42 of the UK GDPR, or approved code(s) of conduct as specified under the Applicable Data Protection Laws.
- 4.2 **Right to Audit.** Subscriber shall have a right to audit Zoho's data processing facilities, practices and procedures against Applicable Data Protection Laws and this DPA, provided that:
- (i) Subscriber shall, in the first instance, always try to obtain the required information by requesting from Zoho information specified under section 4.1;
 - (ii) where information provided by Zoho is not sufficient to demonstrate compliance with Applicable Data Protection Laws and this DPA, Subscriber:
 - (a) shall objectively demonstrate the insufficiency by enumerating the specific obligations under Applicable Data Protection Laws and/or this DPA that are not addressed by the information provided by Zoho under section 4.1 ("Possible Compliance Gap"); and
 - (b) may audit Zoho's data processing facilities, practices and procedures according to the audit procedure in section 4.3; and
 - (iii) Subscriber shall reimburse Zoho for any time expended for the audit at Zoho's then-current professional services rates, which shall be made available to Subscriber upon request.
- 4.3 **Audit Procedure.** The procedure for audit is agreed as follows:
- (i) A reasonably specific and detailed audit plan for the Possible Compliance Gap, the proposed audit date and the duration of the audit shall be communicated to Zoho according to the notice procedure at least 30 days prior to the proposed audit date.
 - (ii) Zoho shall review the proposed audit plan and provide Subscriber with any concerns or questions along with an estimate of the charges as specified under clause (iii) of section 4.2 based on the proposed duration of audit. Zoho shall cooperate with Subscriber to agree on a final audit plan.
 - (iii) The audit shall be performed only by individuals that have an appropriate level of expertise and qualification in the subject matter to perform the audit.
 - (iv) The audit shall be conducted during regular business hours at the applicable data processing facility, subject to the agreed final audit plan and Zoho's privacy, security and safety or other relevant policies and without unreasonably interfering with Zoho's business activities or compromising the security of Zoho's own data or other customers' data.
 - (v) Subscriber shall require the auditor to share the draft audit report to Zoho for review and incorporate reasonable changes suggested by Zoho.
 - (vi) Upon completion of the audit, Subscriber will promptly provide Zoho with a copy of the audit report.



4.4 Confidentiality of Information Exchanged.

(i) Subscriber acknowledges that all documents and information disclosed by Zoho under section 4.1, 4.2 and 4.3 and all interactions between the parties to the extent such interactions contain information about Zoho's systems and practices, including information observed or learnt by the auditor during audit and the draft and final reports ("Audit Information"), constitute Zoho's confidential information. Subscriber understands that unauthorized access, use or disclosure of Audit Information may cause irreparable injury to Zoho. Accordingly, Subscriber agrees to take, and to require the auditor engaged by Subscriber to take, reasonable measures to protect the confidentiality of the Audit Information from unauthorized access, use or disclosure.

(ii) Subscriber may use the audit reports only for the purposes of meeting its regulatory audit requirements or confirming compliance with the requirements of this Data Processing Agreement by Zoho.

4.5 Consequences of Material Non-Compliance. In the event the audit reveals a material non-compliance by Zoho, Subscriber will not be required to pay the charges specified under clause (iii) of section 4.2 and Zoho shall reimburse the cost incurred by Subscriber for engaging the auditor for the audit

5. Sub-Processors

- 5.1 The parties agree that Zoho may engage Sub-Processors in the course of providing the services and with respect to Zoho's engagement of such Sub-Processors, the Subscriber hereby agrees that Zoho may authorise its affiliates and other third party entities as "Sub-Processors" in order to Process the Personal Data. In each case, any such Sub-Processor shall be permitted to Process Personal Data solely in accordance with Zoho's instructions and not for any other purpose. Zoho shall ensure that the Processing activity is carried out by the Sub-Processor in accordance with at least the same level of protection for the Personal Data and the rights of Data Subject as applicable to Zoho under Applicable Data Protection Laws. Zoho shall (i) make available to Subscriber the list of current Sub-Processors through the Privacy Policy statement applicable for the services; and (ii) provide email notification prior to appointment of any new Sub-Processor. Upon notification regarding Zoho's intention to engage a new Sub-Processor, Subscriber may object to such engagement by notifying Zoho promptly in writing within ten (10) business days after receipt of Zoho's notice. In the event Subscriber objects to a new Sub-Processor, as allowed in the preceding sentence, Zoho will recommend to the Subscriber commercially reasonable changes in the configuration or use of the services to avoid Processing of Personal Data by the proposed new Sub-Processor. If Subscriber is not satisfied with the changes suggested by Zoho, Subscriber may, upon written notice to Zoho, terminate the Agreement. In the event of such termination, Zoho will refund Subscriber on a pro-rata basis any amounts paid by Subscriber for use of the service.
- 5.2 Following written request from the Subscriber, Zoho agrees to promptly share copies of agreements executed with Sub-Processors. The parties agree that such agreements may be redacted to remove any commercial information or other clause unrelated to the Processing of Personal Data by Zoho.



6. Third Parties

- 6.1 In addition to Sub-Processors, Zoho has Subscriber's general authorisation for the engagement of third party service providers from the agreed list published by Zoho on its websites for providing: (a) specific functionalities of Zoho services; and (b) certain essential functions such as fraud detection, spam filtering and improvement of services ("Third Parties").
- 6.2 Subscriber may request Zoho for relevant information on processing by such Third Parties. Zoho shall, upon such request, make the information available to Subscriber.
- 6.3 Changes to the agreed list (whether addition or replacement of a Third Party), which apply to Subscriber's then current processing of personal data, will be communicated to Subscriber by email. Upon notification regarding such change by Zoho, Subscriber shall notify Zoho of its objection (if any) to processing by a Third Party, in writing, within 10 business days from the date of Zoho's notice. Subscriber may also object in writing to processing by a Third Party at any time during the term of Agreement.
- 6.4 If Subscriber objects to processing by a Third Party (as permitted by section 6.3), Zoho will recommend to Subscriber commercially reasonable changes in the configuration or use of the services to avoid processing of personal data by the Third Party. If Subscriber is not satisfied with the changes suggested by Zoho, Subscriber may, upon written notice to Zoho, terminate the Agreement. In the event of such termination, Zoho will refund Subscriber on a pro-rata basis any amounts paid by Subscriber for use of the service

7. Other Obligations of Zoho

- 7.1. **Security of Personal Data.** Zoho agrees to implement appropriate technical and organisational security measures as specified under **Appendix 2** prior to and during Processing of any Personal Data to protect the security, confidentiality and integrity of the Personal Data and to protect the Personal Data against any form of accidental, unlawful or unauthorized Processing.
- 7.2. **International Transfers of Personal Data.** Zoho or any Sub-processor shall not process or transfer any Personal Data outside of the European Economic Area or the United Kingdom unless the transfer is compliant with Applicable Data Protection Laws.
- 7.3. **Confidentiality Obligations of Zoho Personnel.** Zoho shall ensure that its personnel engaged in the Processing of Personal Data and (i) are informed of the confidential nature of the Personal Data; (ii) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 7.4. **Data Protection Impact Assessment.** Upon Subscriber's request, to the extent Subscriber does not otherwise have access to the relevant information and to the extent such information is available to Zoho, Zoho shall provide Subscriber with reasonable cooperation and assistance needed to fulfil Subscriber's obligation under Applicable Data Protection Laws to carry out a data protection impact



assessment with respect to Subscriber's use of the services.

- 7.5. **Data Subject Request and Assistance to Subscriber.** With respect to a request from a Data Subject to exercise the Data Subject's right to restrict Processing, right to erasure, right to rectification, right to access, right not to be subject to an automated individual decision making or data portability, the parties understand and agree upon the following:
- (a) Zoho agrees to promptly notify the Subscriber about any request received directly from the data subjects without responding to that request. However, Subscriber agrees that Zoho is authorised to respond to the requests from data subjects before notifying Subscriber in order to establish that the request is in respect of Personal Data processed by Zoho on behalf of the Subscriber.
- (b) Zoho shall assist Subscriber by implementing appropriate technical and organizational measures to enable the Subscriber to fulfil its obligation to respond to a Data Subject's request, to the extent that such assistance is to be provided under Applicable Data Protection Laws. Where Subscriber requests Zoho's assistance and Zoho has already enabled Subscriber to comply with such requests by implementing appropriate technical and organizational measures, Zoho shall have the right to charge the Subscriber for any reasonable costs or expenses incurred by Zoho in order to assist Subscriber with request(s) from Data Subjects.
- 7.6. **Data Incident Management and Notification.** Zoho has in place appropriate Security Incident management policies and procedures. In the event that Zoho becomes aware of a Security Incident involving data stored or otherwise Processed by Zoho or its Sub-Processors, Zoho will notify Subscriber without undue delay after becoming aware of the said Security Incident. Zoho will take all commercially reasonable efforts to remediate the Security Incident and prevent recurrence. Subscriber acknowledges that Zoho's obligation specified herein shall not apply to Security Incidents caused by Subscriber or its authorized users.
- 7.7. **Return or deletion.** Upon termination or expiration of the Agreement, the parties acknowledge and agree that (i) Return of personal data processed by Zoho should be achieved via Subscriber initiating the export of such personal data via the user interface made available by Zoho;(ii)Zoho will automatically delete personal data processed by Zoho at the next routine clean-up cycle from the primary servers (that occurs once in 6 months). The data deleted from primary servers will be deleted from backups 3 months thereafter; and (iii) Zoho will provide confirmation of the completion of the relevant clean-up cycle as certification of deletion of the personal data. Such certificate will be provided only upon request from Subscriber.
- 7.8. **Data Protection Officer.** Zoho has appointed a data protection officer who may be reached at dpo@zohocorp.com.

Appendix 1 to DPA

Subscriber

The Subscriber has subscribed to Zoho's online collaboration and management tools as part of its business.



Zoho

Zoho is a provider of services for online collaboration and management, including word processor, spreadsheet, presentation tool, database application creator, email client, chat client, organizer, customer relationship management application and project management application services.

Data subjects

The Personal Data Processed concern the following categories of Data Subjects:

Zoho may Process any data inputted by authorised users of Zoho's online collaboration and management tools. Primarily, this will relate to living individuals who are:

users who are authorised by Subscriber to use the services

employees, agents, contractors, and contacts of the Subscriber

prospects, customers and clients, business partners and vendors of the Subscriber

advisers and professional experts of the Subscriber

employees, agents, contractors, and contacts of the Subscriber's prospects, customers and clients, business partners, vendor, advisers and professional experts

Categories of data

The Personal Data Processed concern the following categories of data:

Zoho may Process any data inputted by authorised users of Zoho's online collaboration and management tools. Primarily, this will relate to the following categories of data:

Name, contact details, address

Employment related data

Financial information

**Special categories of data (if appropriate)**

The Personal Data Processed concern the following special categories of data:

As the services allow for free text input, there may be occasions when the following details are inputted in relation to a Data Subject:

racial or ethnic origin

political opinions

religious beliefs or other beliefs of a similar nature

trade union membership

information about physical or mental health

sexual life

the commission or alleged commission by the Data Subject of any offence

any proceedings for any offence committed or alleged to have been committed by the Data Subject, the disposal of such proceedings or the sentence of any court in such proceedings

Processing operations

The Personal Data Processed will be subject to the following basic Processing activities:

The Processing activity of Zoho will include the performance of the services pursuant to the terms of the Subscriber's Agreement with Zoho.

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