



# Process Fusion Our Security Promise

Data security is a core element of our business and is our top priority. CapturePoint Cloud security policy takes an extensive, layered approach to security, integrating industry-leading security measures into our procedures, applications and infrastructure. CapturePoint Cloud is built with multiple layers of security to protect your personal information. These include:

✓ **Login Security**

Your login password is secured using a one-way hash.

✓ **Controlled Access**

As a customer admin, you can control the level of access you grant to other users.

✓ **Data Encryption**

We use Transport Layer Security (TLS) technology to encrypt your personal information using the highest encryption algorithm available, the same algorithm utilized by the financial institutions, in transit and data at rest.

✓ **Software Scanning**

We use industry-leading software to perform scans on our site for vulnerabilities.

✓ **Data Centre Security**

We use Microsoft Azure Canadian data center, Please review <https://www.microsoft.com/en-ca/trust-center/?rtc=14>

✓ **IP Whitelisting**

The tenant can be restricted to only be accessed by specific public IP's therefore adding another layer of security.

✓ **Audit**

SOC 2 Type 1 Compliant, undergoing SOC 2 Type 2 Audit

## Service Commitment: 99.95% Uptime

Process Fusion Inc will use commercially reasonable efforts to make the CapturePoint Platform available with a Monthly Uptime Percentage of at least 99.50% during any monthly period of use (the "Service Commitment"). Subject to the Service Exclusions, if Process Fusion Inc does not meet the Service Commitment, the Customer will be eligible to receive a Service Credit.



## Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges due on the Customer's invoice for the Annual billing cycle in which the Unavailability occurred, applied proportionally to the Services that were Unavailable, in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.50% but equal to or greater than 99%, the Customer will be eligible for a Service Credit of 50% of the Monthly charges attributable to the affected resources.
- For Monthly Uptime Percentage less than 99%, the Customer will be eligible for a Service Credit of 100% of the Monthly charges attributable to the affected resources.

Process Fusion Inc will apply any Service Credits only against future payments for the Services otherwise due from the Customer. At its sole discretion, Process Fusion Inc may issue the Service Credit to the credit card or bank account the Customer used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle the Customer to any refund or other payment from Process Fusion Inc. A Service Credit will be applicable and issued only if the credit amount for the applicable billing cycle is greater than one Canadian Dollar (1 CAD). Service Credits may not be transferred or applied to any other account.

## Credit Request and Payment Procedures

To receive a Service Credit, the Customer must submit a claim by using the contact form or email address made available on the Process Fusion's website. To be eligible, the credit request must be received by us within 30 days of the occurrence of the incident and must include:

- the dates and times of each Unavailability incident that the Customer is claiming;
- the CapturePoint instance domain name(s); and
- proof or documentation (full error message in verbatim, or screen shot or a video) of the the error that corroborates the claimed outage (any confidential or sensitive information in these items should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Process Fusion Inc and is less than the Service Commitment, then Process Fusion will issue the Service Credit to the Customer at the renewal of their. The Customer's failure to provide the request and other information as required above will disqualify her from receiving a Service Credit.



## Service Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of the CapturePoint software application, or any other performance issue:

1. That results from a suspension or Remedial Action, as described in the Terms;
2. Caused by factors outside of Process Fusion Inc reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Process Fusion network;
3. That results from any actions or inactions of the Customer or any third party employed by the Customer;
4. That results from the equipment, software or other technology of the Customer or any employed third party (other than third party equipment within Process Fusion Inc direct control);
5. That results from failures of the Process Fusion software application not attributable to Unavailability; or
6. That results from any scheduled Maintenance.

If availability is impacted by factors other than those used in Process Fusion Inc Monthly Uptime Percentage calculation, then Process Fusion Inc may issue a Service Credit considering such factors at its discretion.

### About Process Fusion

Process Fusion is a software company and a cloud solution provider. We help organizations transform inefficient, paper (labor) intensive business processes into a secure, automated, mobile ready Digital First experience for all participants.

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