

## Documill Software-as-a-Service (SaaS) Terms and Conditions

These Documill Software as a Service (SaaS) Terms and Conditions (“Terms and Conditions”) are related to Service subscription between the Client and Documill Oy, a Finnish corporation having a principal place of business in Finland (“Documill”) and incorporated under the laws of Finland. Client’s Service subscription (subject to the payment of the Subscription fee and the provisions for termination set out in this Agreement) shall be deemed Party’s agreement to these Terms and Conditions.

### 1. DEFINITIONS

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below.

1.1 “Client Content” means any data, information, trademarks, logos, files, documents, images, text or other content that may be provided by Client or its authorized users (“End Users”) for use in conjunction with the Service.

1.2 “Subscription Fee” means the fee which covers the provision of the Services during SaaS Term payable annually in advance per separately agreed subscription scope and model to the Service.

1.3 “SaaS Term” means the period during which the Service will be provided by Documill to Client, including the Initial Term and any Renewal Terms (as each is defined in Section 7.1).

1.4 “Service” means Documill provisioned Software-as-a-Service offering. The Service can also include hosting, maintenance, support and other services provided by Documill pursuant to these Terms and Conditions.

1.5 “User Documentation” means Documill’s user documentation relating to the Service like e.g. API documentation and tutorials.

### 2. WEB-BASED LICENSE

Documill grants to Client and its End Users, or any other party using the Service on behalf of the Client or its End Users accessing Client Content, and Client accepts, a non-transferable, non-exclusive, worldwide and sub-licensable license and right to use the Service and the User Documentation only as authorized in these Terms and Conditions, for the purpose of enabling its business operations during the SaaS Term.

### 3. ACCESSIBILITY

Documill will make the Service available for Client’s and its End Users’ use during the SaaS Term on computer systems that meet the Documill System Recommendations for the Service. Documill will provide Client and its End Users with secure access to the Service via the Internet from the hosting facility Documill has chosen to use for the Service (the “Hosting Site”) provisioning on a 24x7 basis, excluding scheduled maintenance downtime as required and scheduled in advance by Documill.

### 4. LIMITATIONS

Subject to Section 2 above, Client, or other party using the Service on behalf of the Client, in order to process Client Content, must do that by using a unique access code (“API key”).

### 5. USER RIGHTS AND LIMITATIONS

By using the Service, Client will:

- comply with all laws applicable to it;
- comply with any reasonable codes of conduct or other reasonable advanced notices provided by Documill in writing;
- keep its password/s and other authentication details secret;
- promptly notify Documill if it learns of a security breach or unauthorized access related to the Service.

Client may not:

- use the Service in violation of the agreed Terms and Conditions;
- resell or redistribute the Service, or any part of the Service, unless Client has a contract with Documill that permits it to do so;
- use any unauthorized automated process or service to access and/or use the Service, however, periodic automated access to the Service for report creation or scheduling is permitted;
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Service or work around any of the technical limitations in the Service;
- modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise attempt to

discover any trade secret contained in the Service or in any technology, or system used by Documill in connection with providing the Service, except and only to the extent that applicable law expressly permits Client to do.

Client must understand that when using the Service users may be exposed to content from a variety of sources, and that the Service is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such content.

## **6. SERVICE FEES**

Client shall pay a "Subscription Fee" communicated to the Client on annual basis during the SaaS Term. Documill shall not raise the Subscription Fee during the Initial Term. If undisputed Subscription Fees are not paid in accordance with the provisions hereof, Documill shall provide a written notification to the Client, and if the payment for the undisputed Subscription Fees are not made within thirty (30) days of notification all further access to the Service will be blocked without notice.

Documill shall send to Client an invoice in respect of the Subscription Fee in advance. All invoices are payable within 30 days from the receipt of the invoice.

Value added tax shall be added to all prices and invoiced to Client in accordance with valid legislation as defined in Section 22 of this Agreement. The Finnish Act on Interest shall be applied to late payments.

## **7. TERM AND TERMINATION**

### **7.1 Initial Term; Renewal Terms**

The SaaS Term will commence when Documill makes the Service available to the Client via the Internet as contemplated by Section 2 ("Web-based license") above. The SaaS Term shall continue in effect for a period of twelve (12) months (the "Initial Term"), unless earlier terminated as provided in these Terms and Conditions. Upon expiration of the Initial Term, the SaaS Term shall automatically renew with the Client payment of Subscription fee to Documill for successive renewal terms of twelve (12) months each (each a "Renewal Term") unless earlier terminated by either party upon notice of its intent not to renew the Agreement or as otherwise provided in these Terms and Conditions.

### **7.2 Termination for Breach**

Notwithstanding Section 7.1, either Client or Documill may terminate the SaaS Term as a result of a material breach of these Terms and Conditions by the other party, if (a) such party provides written notification to the other party of the material breach, and (b) such material breach is not resolved within fourteen (14) days of notification.

### **7.3 Effect of Termination**

In the event the SaaS Term is terminated by Client for convenience or by either Party as a result of a material breach by the other Party prior to the completion of the Initial Term or any Renewal Term, Client's access and use of the Service shall cease immediately, and the provisions of Sections 13, 16, 17 and 18 shall survive.

## **8. MAINTENANCE WINDOWS**

Documill and/or its hosting vendor(s) may perform system maintenance during the following "Maintenance Windows", and Documill will announce upgrades and planned outages in advance. Maintenance Windows are between 12:00am and 6:00am across US time zones.

## **9. AVAILABILITY**

Documill targets to provide 99.2% "availability" to the Software during the SaaS Term, calculated on a monthly basis. For purposes of these Terms and Conditions, "availability" exists unless the Software is not accessible to Client due to (i) a hardware failure of the server at the Hosting Site, or (ii) a connection failure between the server hosting the Software and the closest Internet router, in each case excluding Maintenance Windows defined above.

In case of reduced availability, Documill shall refund monthly fees according to following table:

- 98,6-99,1% availability: 5 % refund
- 98,0-98,5% availability: 10% refund
- below 98% availability: 20% refund

## 10. SUPPORT

Documill will provide Technical support via support tickets and phone, with an average five (5) support requests per month (excluding requests directly related to the Service bugs) to Client during the contract Term. Technical support services are provided during business days and hours (09-17), excluding national holidays of Finland. The first reply is provided within one (1) business day, and resolution of reproducible bugs shall be according to severity categorization below.

Documill will categorize support request as follows:

- P0 Fatal Service Issue

Catastrophic failure; Service aborts, cannot get any functionality from the Service. An example P0 issue: No connectivity or ability to process Client's documents. Maximum 24-hours for the fix; Corrective action will be started immediately within above defined technical support hours and continued interruptedly as long as initial fix (circumvention) for the failure is ready.

- P1 Limited Functionality of the Service

Significant issue; Service not delivering intended functionality. An example P1 issue: a large number of Client's documents fail to render.  
Maximum 1 week to fix

- P2 Annoying Functionality

Minor Service issue or Service exhibits annoying behavior. An example P2 issue: a small number of Client's documents are presented incorrectly.  
May be fixed in next regularly scheduled release

- P3 Enhancement Request

Prioritized according to feature requests. May be implemented in a future Service release.

The Client may access Documill's support resources in the following ways:

World Wide Web: [www.documill.com](http://www.documill.com)

• e-mail: [support@documill.com](mailto:support@documill.com)

• Tel. +358 50 408 1839

Documill Support will assist the Client with the following types of issues:

- Problems with or questions about the operation of the Service
- Problems with interfaces between the Service and third party services
- Error messages that occur when the Service is running

Billable Additional Support Services:

Within this scope of support, the Documill Support cannot create, edit, or modify software, Web page, or content at the Client's request. Documill Support offers billable services to help the Client with these types of requests; for more information, e-mail [sales@documill.com](mailto:sales@documill.com).

## 11. UPGRADES

Documill will install upgrades/releases of the Service which are generally made available to the Clients of the Service, including patches and/or fixes, as they are made available at no charge during the SaaS Term. Documill will determine and announce upgrades as described in Section 8 of these Terms and Conditions.

## 12. CLIENT RESPONSIBILITIES

The Client may be responsible for administering and granting of rights to its users using a specific form in the Service. The Client is responsible for communicating the system requirements for the suitable system to access to Service to its End Users. The Client is also responsible for supporting its End Users in using required software versions and supporting End Users in case of network access problems when accessing the Service.

The Client is also responsible for ensuring that its End Users comply with these Terms and Conditions with respect to use of the Service. The Client is also responsible for communicating to its End Users that suitable Internet connectivity is needed for purposes of adequately accessing the Service hosted at the Documill Hosting Site.

Documill shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by the Client in accessing the Internet to access the Service. Client shall be responsible for reasonably ensuring that any Client Content is accurate, not corrupt in any way, does not infringe copyright, and does not contain any viruses.

### **13. INTELLECTUAL PROPERTY RIGHTS**

Client agrees that the Service and User Documentation are proprietary products and services and that all right, title and interest in and to the Service and User Documentation, including all associated intellectual property rights, are and shall at all times remain with Documill and its third party licensors.

The Service contains trade secrets and proprietary information owned by Documill or its third party licensors and is protected by copyright laws and international trade provisions. Client must treat the Service like any other copyrighted material and Client may not copy or distribute the Service or the User Documentation, electronically or otherwise, for any purpose. Client hereby grants to Documill a non-exclusive right to use all Client Content as necessary solely for the purposes of providing the Service to Client and its End Users pursuant to these Terms and Conditions. In all usage situations all right, title and interest in and to the Client Content remain with the Client and the respective owners of such Client Content.

### **14. OTHER RESTRICTIONS**

Client may not use the Service for providing service bureau. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Service.

Service and Client Content shall not be used for any commercial purpose beyond the functionality driven by the Service. Except as may be permitted in section 5 consistent with Documill's permissions for the Service, the Client hereby agrees, represents and warrants to Documill that it will not access or use the Service in violation of these Terms and Conditions.

### **15. WARRANTIES**

#### 15.1 Mutual Warranties

Each party warrants that (i) it has the right and power to enter into these Terms and Conditions, and (ii) it will comply with any applicable laws and regulations pertaining to these Terms and Conditions.

#### 15.2 Documill Limited Warranty

Documill warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and will conform with the User Documentation.

#### 15.3 Remedies

If the Service fails to comply with the Warranties set forth above, Documill's entire liability and Client's exclusive remedy will be either a) repair or replacement of the Service, or if such repair or replacement is not possible, then b) termination of the SaaS Term and a refund of the Subscription Fees paid for the Service. This limited warranty is void if failure of the Service has resulted from use, handling or operation of the Service in violation of the agreed Terms and Conditions. Documill's entire liability and Client's exclusive remedy for any breach of warranty with respect to the Services as described above shall be Documill repeating the Services performed.

#### 15.4 Disclaimers

Any written or oral information or representations provided by Documill agents, employees, resellers, consultants or service providers with respect to the use or operation of the Service will in no way increase the scope of Documill's warranty. Documill and its suppliers exercise no control whatsoever over the content of the information passing through their systems. Client and users must exercise their own due diligence before distributing and/or relying on information available on the Internet, and must determine that they have all necessary rights to copy, publish, or otherwise distribute such information under copyright and other applicable laws. Neither Documill nor its suppliers will be liable for any consequences of providing email services, including those suffered as a result of delivering or accessing information or content, such as accessing information with offensive, inaccurate or inappropriate content, the possibility of contracting computer viruses, or unauthorized access to or alteration, theft, or destruction of any data, files, programs, procedures, or information through accident, fraudulent means or devices, or any other method, regardless

of whether such damage occurs as a result of Documill' or its suppliers' negligence.

DOCUMILL DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY CLIENT IN USING THE SERVICE, OR THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, DOCUMILL EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER DOCUMILL EXPRESSLY EXCLUDES ANY WARRANTY OF NONINFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

## **16. CONFIDENTIAL INFORMATION**

### **16.1 Definition**

The term "Confidential Information" shall mean: (i) any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including without limitation, the pricing, of the Services and any proposals or other documents that preceded these Terms and Conditions.

Confidential Information may include, but not be limited to, personal information (individual name, address, contact information), organization, credit card information, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning any of Owner's past, current or future plans and initiatives, and confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

### **16.2 Treatment of Confidential Information**

Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Client shall protect the deliverables resulting from Services with the same degree of care. These Terms and Conditions impose no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of these Terms and Conditions; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.

### **16.3 Rights and Duties**

The Recipient shall not obtain, by virtue of these Terms and Conditions, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of the SaaS Term all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs. The above said shall not however apply to copies of electronically communicated Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies of it which must be stored by the Recipient or its advisors according to provisions of mandatory law, provided that this Confidential Information or copies of it shall be subject to continuing obligations of confidentiality, but no further use shall be permitted as from the date of the Owner's order.

### **16.4 Survival**

The terms of this Section 16 shall survive termination of the SaaS Term.

## **17. INDEMNITY**

### **17.1 By Documill**

Documill shall indemnify and defend Client against any third party claims that the Service made available to Client by Documill infringe any intellectual property right, provided that Documill is given prompt notice of such

claim and is given reasonable information, reasonable assistance, and the sole authority to defend or settle said claim. In the defence or settlement of any claim relating to infringing Service, Documill shall, in its reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the Service; (ii) replace or modify the Service so that it becomes non-infringing while giving substantially equivalent functionality; or (iii) if Documill determines the remedies in (i) or (ii) are not commercially reasonable, as its sole obligation, terminate the SaaS Term and grant Client a credit for the purchase price or license fee paid by Client for such Service.

Documill shall have no liability to indemnify and defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Client; (ii) the alleged infringement is the result of a modification made by Client or on behalf of Client and not accepted by Documill; or (iii) Client uses the Services other than in accordance with these Terms and Conditions or any reasonable documentation delivered by Documill. This Section states Documill's entire liability and Client's sole and exclusive remedy for claims relating to infringement.

#### 17.2 By Client

Client shall indemnify and defend Documill against any third party claims (i) that the use of the Service by or on behalf of Client other than in accordance with these Terms and Conditions infringe any intellectual property right of a third party; (ii) that any Client Content (including without limitation content provided by Client for inclusion on a donation site) infringes or violates any intellectual property right of a third party; or (iii) arising from or relating to Client's or its users' failure to comply with these Terms and Conditions, provided that Client is given prompt notice of such claim and is given reasonable information, reasonable assistance, and the sole authority to defend or settle said claim.

Client shall have no liability to indemnify and defend Documill to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Documill; (ii) the alleged infringement is the result of a modification made by or on behalf of Documill; (iii) Documill or its subcontractors perform the Services other than in accordance with these Terms and Conditions; or (iv) third party services. This Section states Client's entire liability and Documill's sole and exclusive remedy for claims relating to infringement.

#### 17.3 Mutual Indemnity

Each party ("Indemnifying Party") shall indemnify and hold the other party ("Indemnified Party") harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations under these Terms and Conditions, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defence of such action, and sole authority to defend or settle such claim.

#### 17.4 Survival

The terms of this Section 17 shall survive termination of the SaaS Term.

### **18. LIMITATION OF LIABILITY**

EXCEPT FOR THE INDEMNIFICATION FOR THIRD PARTY CLAIMS PROVIDED IN SECTION 17, BREACH OF CONFIDENTIALITY OBLIGATIONS PROVIDED UNDER SECTION 16 AND/OR DAMAGES CAUSED BY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, A PARTY'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT, CONTRACT OR OTHER FORM OF LIABILITY, SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT DURING THE TWO-YEAR PERIOD TO DOCUMILL OF CLIENT'S LOSS. IN NO EVENT SHALL A PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA, LOST PROFITS, OPPORTUNITIES OR CONTRIBUTIONS, LOSS OF USE, GOOD WILL, BUSINESS INTERRUPTION, COST OF COVER, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS, HOWEVER ARISING, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN THE EVENT OF ANY LOSS OR INTERRUPTION IN SERVICE ACCESS DUE TO CAUSES BEYOND ITS REASONABLE CONTROL OR FORESEEABILITY, SUCH AS LOSS, INTERRUPTION OR FAILURE OF TELECOMMUNICATIONS OR DIGITAL TRANSMISSIONS AND LINKS, INTERNET SLOWDOWN OR FAILURES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

## **19. SERVICE MODIFICATIONS**

Documill is allowed to make modifications to the Service as part of its ongoing effort to maintain and improve the Service provided that such modifications shall not materially reduce the functionality or security of the Service.

## **20. FORCE MAJEURE**

Neither party shall be liable for any failure to perform its obligations under these Terms and Conditions if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, epidemic or quarantine restrictions, earthquakes, riots or civil commotion, strikes, war, and restraints of government freight or other embargoes or weather conditions. Force Majeure event shall not include non-performance or any failures by Documill's subcontractors or suppliers, shortage or lack of material or resources or lockouts.

## **21. NOTICES**

All notices or other communications referenced under these Terms and Conditions shall be made in writing and sent to "Attention: General Counsel" at Documill's address available in [www.documill](http://www.documill) to Client's address set forth in when Subscribing to the Service. All notices shall be deemed given to the other party if delivered receipt confirmed using one of the following methods: registered or certified first class mail, postage prepaid; recognized courier delivery; or electronic mail.

## **22. GOVERNING LAW; ARBITRATION**

These Terms and Conditions shall be governed by the laws of the Finland. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Finland Chamber of Commerce. Any decision in arbitration shall be final and binding upon the parties.

Notwithstanding the above, a Party may sue in any court for infringement of its proprietary or intellectual property rights.

## **23. MISCELLANEOUS**

Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of these Terms and Conditions are held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. The failure by either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach of these Terms and Conditions will not be deemed a waiver by that party as to the subsequent enforcement of rights or subsequent actions in the event of future breaches. These Terms and Conditions set forth the entire agreement between the parties with respect to the subject matter hereof and all other agreements, representations, communications and understandings, both oral and written, are superseded hereby.