

These Documill Software as a Service (“SaaS”) Terms and Conditions (“Terms and Conditions”) are related to SaaS subscription between Documill Oy, a Finnish corporation having a principal place of business in Finland (“Documill”) and the subscribed client (the “Client”). Client’s SaaS subscription (subject to the payment of the Subscription fee and the provisions for termination set out in this Agreement) shall be deemed Client’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, images, text or other content that may be provided by Client or its authorized users for use in conjunction with the Software or Services. The Client Content used in conjunction with the Software or Service is stored and maintained in Salesforce.com cloud platform.

1.2 “Subscription Fee” means the fee which covers the provision of the Services during SaaS Term payable annually in advance per end user with a unique license code allocated to each end user connected to the Service. Additional end user licenses can be purchased and added as and when required to expand the number of end users connected to a Service.

1.3 “SaaS Term” means the period during which the Services and access to the Software will be provided by Documill to Client, including the Initial Term and any Renewal Terms (as each is defined in Section 8.1).

1.4 “Services” means the hosting, maintenance, support and other services provided by Documill pursuant to these Terms and Conditions.

1.5 “SaaS” means Documill Software as a Service offering that is based on Documill’s proprietary software and provisioned as a service by Documill. It can be used to support various different use cases in the area of document driven business processes. Depending on the use case, the Client can access SaaS using a web browser, API or thru a software application which is separately installed into Client’s computer(s).

1.6 “User Documentation” means Documill user documentation relating to the SaaS.

## 2. WEB-BASED LICENSE

Documill grants to Client, and Client accepts, a non-transferable, non-exclusive license and right to access the SaaS via the Internet and use the SaaS and the User Documentation only as authorized in these Terms and Conditions, for the purpose of enabling its business operations during the SaaS Term. The SaaS will be managed by Documill (as described in Section 3) and accessed and used by Client through the use of the Internet and Client’s computers.

## 3. ACCESSIBILITY

Documill will make the SaaS available for Client’s use during the SaaS Term on Client’s computer systems that meet the Documill System Recommendations for accessing the SaaS that Client acknowledges it has reviewed. Documill will provide Client with secure access to the latest supported version of the SaaS via the Internet from the hosting facility Documill has chosen to use for the Service (the “Hosting Site”) on a 24x7 basis (excludes scheduled downtime), except for scheduled on-going maintenance as required and scheduled in advance by Documill.

## 4. LIMITATIONS

Any Client’s employees, or any other party using the SaaS on behalf of the Client accessing Client Content, accessing or using the SaaS have to have valid license.

## 5. USER RIGHTS AND LIMITATIONS

By accessing and using the SaaS thru the Service provisioned,

Client will:

- comply with applicable laws
- comply with any codes of conduct or other notices provided by Documill;
- 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 any way that harms Documill or its Affiliates, resellers, distributors and/or vendors (collectively, the “Documill parties”), or any customer of a Documill party or the Service or other Users of the Service;
- engage in, facilitate, or further unlawful conduct;
- damage, disable, overburden or impair the Service (or the networks connected to the Service) or interfere with anyone’s use and enjoyment of the Service;
- 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 Customer to do so despite this limitation;
- copy any ideas, features, functions or graphics of the Service.

## 6. SERVICE FEES

In order to access and use the SaaS, Client shall pay a “Subscription Fee” communicated to the Client on annual basis during the SaaS Term. The Subscription Fee is fixed for the Initial Term and the First Renewal Term (defined below). The Subscription Fee for any subsequent Renewal Term (defined below) may be subject adjustment decided by Documill at its sole discretion. If Subscription Fees are not paid in accordance with the provisions hereof and any additional terms of payment communicated to Client by Documill, all further access to the Service will be blocked without notice.

In consideration of the provision of any other services provided by Documill to Client, Client shall pay additional fees based on Documill then current Service fees.

Documill shall send to Client an invoice in respect of the Subscription Fee and any Extension Fees in advance. All invoices are payable within the terms specified in the invoice by Documill after the date thereof unless otherwise agreed in writing.

## 7. TERM AND TERMINATION

### 7.1 Initial Term; Renewal Terms

The SaaS Term will commence when Documill makes the SaaS 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 as 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 thirty (30) days of notification, or, in the case of a failure to pay fees in a timely manner by Client after a ten (10) day late payment period. For purposes of this Section, a material breach by Documill includes a failure to provide at least 98.6% availability in three (3) consecutive calendar months. If a breach described in the preceding sentence occurs, Client shall have to forego termination and request a refund of remaining Subscription Fees commensurate with the lack of availability.

### 7.3 Termination for Convenience

Subject to Section 7.4 (Effect of Termination) below, Client has the right to terminate this contract at any time during the Renewal term, but latest 45 days before the end of the Renewal Term. The termination will be effective at the end of the Renewal term.

### 7.4 Effect of Termination

In the event the SaaS Term is terminated by Client for convenience or by Documill as a result of a material breach by Client prior to the completion of the Initial Term or any Renewal Term, Client shall pay Documill the remaining balance of Subscription Fees owed for the entire Initial Term or, if then in effect, the entire applicable Renewal Term. Both parties acknowledge that this payment represents a reasonable estimate of Documill's damages in the event of an early termination. In the event of termination of the SaaS Term for any reason, Client's access and use of the Software shall cease immediately, and the provisions of Sections 13, 16, 17 and 18 shall survive.

## 8. MAINTENANCE WINDOWS

Documill and/or its hosting or telecommunications vendor(s) may perform system maintenance during the following "Maintenance Windows", and Documill will announce upgrades and all planned outages in advance.

## 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 SaaS 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/s hosting the SaaS and the closest Internet router, in to each case excluding Maintenance Windows defined above. Possible software bugs, errors or other problems are not relevant to availability and are addressed under Section 11 below.

## 10. SUPPORT

Documill will provide Technical support via e-mail, on-line channel and phone, with an average five (5) support requests per month (excluding requests directly related to the Software bugs) to Client during the SaaS Term. Technical support services are provided during business days and hours, 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 Software Issue

Catastrophic failure; Software aborts, cannot get any functionality from the Service. An example P0 issue: none of the Client's documents get populated or are not searchable.

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 Software

Significant issue; Software not delivering intended functionality. An example P1 issue: only some of the Client's documents get populated or only part of the search results are listed.

Maximum 1 week to fix

### P2 Annoying Functionality

Minor Software issue or Software exhibits annoying behaviour. An example P2 issue: small number of fields in Client's documents not getting populated and populating those manually is only a minor inconvenience for the users.

To be fixed in next regularly scheduled release

### P3 Enhancement Request

Prioritized according to feature requests

May be implemented in a future Software release

Support outside of these hours is only provided for down or mission critical cases. For example:

Unable to access software

The Client may access Documill's support resources in any of 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 SaaS or related Services
- Problems with interfaces between the SaaS and third party data sources like Salesforce.com
- Error messages that occur in the context of the SaaS

## 11. UPGRADES

Documill will install software upgrades/releases of the SaaS which are generally made available to its other Clients of the SaaS thru the related 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

Client is responsible for administering and granting of rights to its users using a specific form in the SaaS. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the SaaS and related Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to the SaaS 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 Client in accessing the Internet to access the Software.



### 13. INTELLECTUAL PROPERTY RIGHTS

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

The Documill software empowering SaaS and related Client installable software modules contain trade secrets and proprietary information owned by Documill or its third party licensors and is protected by United States copyright laws and international trade provisions. Client must treat the SaaS and related Client installable software modules like any other copyrighted material and Client may not copy or distribute related Client installable software modules 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 provisioning the SaaS and related Services to Client and its authorized users pursuant to these Terms and Conditions. In all usage situations all right, title and interest in and to the Client Content remains with the Client.

### 14. OTHER RESTRICTIONS

Use of the SaaS is restricted to use by the specific licensing entity only, and only in the context of the Client Content. Client may not use the SaaS for the benefit of any third parties or provide service bureau. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code the SaaS related Client installable software.

The SaaS and Client Content shall not be used for any commercial purpose beyond the functionality offered by the SaaS. Except as may be permitted in section 5 consistent with Documill's permissions for the SaaS, the Client hereby agrees, represents and warrants to Documill that it will not access or use the SaaS for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

### 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 provisioning of the SaaS and related Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards.

#### 15.3 Remedies

If during the Warranty Period the SaaS 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 SaaS, or if in Documill's opinion such repair or replacement is not possible, then b) termination of the SaaS Term and a refund of the Subscription Fees paid for the SaaS. This limited warranty is void if failure of the SaaS has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the User Documentation or Documill training. Documill's entire liability and Client's exclusive remedy for any breach of warranty with respect to the Services related to the SaaS 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 SaaS 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.

DOCUMILL DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY CLIENT IN USING THE SAAS OR RELATED CLIENT INSTALLABLE SOFTWARE, OR THAT THE SAAS OR RELATED CLIENT INSTALLABLE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS OR THAT THE PROVISIONING OF THE SAAS OR RELATED SERVICES 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.

### 16.4 Publicity

Notwithstanding this Section 16 ("Confidentiality"), no prior written approval is required by Documill to reference Client as a customer as part of its own sales and marketing activities.

### 16.5 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 SaaS or related Client installable software made available to Client by Documill infringe any copyright during the SaaS Term, provided that Documill is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defence or settlement of any claim relating to infringing SaaS or related Client installable software, Documill shall, in its reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the SaaS or related Client installable software; (ii) replace or modify the SaaS or Client installable software 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.

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 anyone other than Documill; or (iii) Client uses the SaaS or related Client installable software other than in accordance with these Terms and Conditions or any 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 claims resulting from the use of the Software, or Services; (i) that any Client Content (including without limitation content provided by Client for inclusion on a donation site) infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, intellectual property, trade secrets or licenses; or (ii) arising from or relating to Client's or its users' failure to comply with these Terms and Conditions.

### 17.3 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, DOCUMILL'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 DOCUMILL 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 DOCUMILL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DOCUMILL SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN THE EVENT OF ANY LOSS OR INTERRUPTION IN ACCESS TO THE SAAS OR RELATED CLIENT INSTALLABLE SOFTWARE 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. FORCE MAJEURE

Except for Client's obligation to pay Documill, 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, 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, weather conditions or any failures by Documill's subcontractors or suppliers.

## 20. 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.com](http://www.documill.com) 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.

## 21. 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, Documill may sue in any court for infringement of its proprietary or intellectual property rights.

## 22. 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.