

ADDITIONAL TERMS AND CONDITIONS FOR KIRA – SAAS

(applicable only for Customers, with subscription start date on or after August 15, 2022)

These Additional Terms and Conditions are applicable to Kira Cloud Deployment which together with the applicable SaaS shall be deemed to be construed as the “Agreement”. To the extent there is any conflict between these Additional Terms and Conditions and the applicable SaaS, these Additional Terms and Conditions shall govern.

- 1) The following definitions shall be added into the Agreement:
 - (a) **“Annual Period”** shall be a duration in between the start and end date/s (as applicable) which has been specified on an Order Form under the Subscription Product.
 - (b) **“Cloud Deployment”** means a subscription permitting access to a cloud-based version of the Software, hosted on behalf of Company.
 - (c) **“Customer Data”** means any Documents, document annotations and project information that Customer or Users upload or enter into the Software.
 - (d) **“Customer Provisions”** means the custom provision models that the Customer, using the Customer Data and the Company’s training module contained within the Software (can create by training the Software to identify and extract information from a Document.
 - (e) **“Document”** means any file, contract, data or other information that a User enters or uploads via the Software.
 - (f) **“Document Count”** means the total number of Documents uploaded into, the Software by or on behalf of Customer at any time during an Annual Period.
 - (g) **“Document Tier”** means the maximum Document Count permitted, after which additional fees may apply as per the Order Form.
 - (h) **“End Users”** means individual employees or contractors of: (i) Customer; (ii) clients of Customer, solely for the purpose of permitting collaboration between Customer and such clients in connection with Customer’s Software on behalf of such client(s); and (iii) any other entities collaborating with Customer regardless of the organization they work for, who are granted access to the Software by Customer as necessary to enable that entity to work on a Customer matter, provided however that this access will not enable the entity to create new projects in the Customer instance(s) of the Software.
 - (i) **“Field/s”** means a category of value or provision to be identified in a Document or Documents by means of the Software.
 - (j) **“Field Count”** means the total number of Fields automatically processed in all Documents during an Annual Period. The minimum Field Count per any individual Document shall be five (5).
 - (k) **“Field Limit”** means the maximum Field Count permitted as specified on the Order Form.
 - (l) **“Hours of Coverage”** means 24/5.
 - (m) **“Reports”** means any reports generated by the Software based on the Documents.
 - (n) **“Software”** means the cloud based applications and platform provided by Company as set out in the Order Form.
 - (o) **“Storage Fees”** means the storage fee that applies if Customer exceeds its Storage Limit, as set out in the Order Form.
 - (p) **“Storage Limit”** means the number of Documents stored within the Software, as set out in the Order Form.
 - (q) **“Usage Data”** means information reflecting the access or use of the Software by or on behalf of any End User, including but not limited to user ID, user type, number of documents uploaded or given access to, number of projects created or given access to, Customer Provisions trained, passwords, visit-, session-, impression-, click through or click stream-data and any statistical or other analysis, information or data

based on or derived from any of the foregoing; provided that, Usage Data shall not include any Customer Data or any information that identifies, or reasonably would permit identification of, Customer Data.

2) Deployment.

For standard shared Cloud Deployment, access will be made available within 3 business days of the start date of the Subscription Term. For a private Cloud, the target deployment date is 2 weeks following the start date of the Subscription Term.

3) Software.

- (a) Software Generally. In the provision of the Software, Company shall use Usage Data to provide Customer with the information, products and Software that Customer requests; to carry out Company's obligations under the Agreement; to enable Customer and End Users to securely communicate, collaborate and share Customer Data with other End Users when permitted to do so; to notify Customer and End Users about changes to Company's service; to help Company develop and improve Company's Software to enhance Customer and End User experience; to allow Customer and End Users to participate in interactive features of Company's support website; to gain feedback about Customer and End User experience of the Software; to provide support and administration for the Software and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes; and subject to End User's right to opt out of such communications at any time, to communicate to Customer and End Users the details of enhancements, Software changes, educational events, certifications and user training. Company shall store and process Usage Data in accordance with applicable data protection legislation.
- (b) Software – Cloud Deployment. Customer and its End Users shall have access to the Software, subject to the provisions hereof, pursuant to a Cloud Deployment in accordance with the license grant set forth below. Use of the Software will be subject to any limitations specified on the applicable Order Form with respect to the number of Documents that may be uploaded or stored, number of users, access to features or otherwise. The Customer understands that: (i) the Software shall reside on server(s) operated by or on behalf of Company, (ii) End Users will have access to the Software solely via the Internet, and (iii) Customer shall not receive any software code.
- (c) Data Protection – Cloud Deployment. Customer acknowledges that the data centers in which the Documents and Customer Data are housed are located in the hosting jurisdiction chosen by the Customer.
- (d) Support - Standard Support. Satisfactory payment of the Fees will entitle Customer to the following standard support during the Subscription Term (collectively "**Standard Support**"): notification of any upgrades, software revisions, new versions or releases incorporating enhancements to the Software provided by Company, or fixes for defects. Fixes for defects will be made available regardless of whether defects are identified by Customer or Company in the normal course. Remote support for problem determination, analysis and response and any additional Software relating to such matters will be included in Standard Support. Company will provide the Standard Support to Customer during the Hours of Coverage. All Standard Support is provided from Company's premises via telephone or web-based remote access supplied by Customer.
- (e) Support - Premier Support. In the event that Customer elects to purchase, a private Cloud Deployment or Premier Support for its standard Cloud Deployment, as identified in the applicable Order Form, the Customer shall receive the support set out in the Premium Support Addendum attached as Exhibit A.
- (f) License. During the Term, subject to the terms and conditions of this Agreement, including the Order Form(s), as applicable, Company grants to Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable (other than to a permitted assignee or sub-licensee within the Customer as agreed by the parties in writing) and worldwide license to permit Users to access and use the Services solely on behalf of Customer for Customer's internal business purposes and to provide services to clients of Customer.

4) Fees.

- (a) Flexible Usage – Cloud Deployment. If Customer exceeds the Document Tier and the associated annual Field Limit purchased on an Order Form, Customer may, either at the end of an annual period or at renewal, continue the Term or renew, as applicable, by:
 - (i) moving to a higher Document Tier that encompasses Customer's usage from the previous Annual Period and waiving overage fees, or,
 - (ii) moving to a higher Document Tier and only paying overage fees on the difference between the new Document Tier and the Customer's actual usage in the previous annual period, or

(iii) remaining on the current Document Tier and pay an overage fee for the difference between the Document Tier and the actual usage during the previous annual period.

The Software is not intended to be a virtual data room or tool for the storage of documents. Customer should, on an annual basis, delete Documents that are no longer needed for then current projects.

- (b) Storage Limit. If, either at the end of an annual period or at renewal, Customer has exceeded its new Storage Limit (i.e. associated with the Document Tier which applies for the renewal), it will pay the Storage Fee. The Storage Fee will be invoiced annually and due and payable thirty (30) days following receipt of such invoice.

5) Effect of Termination.

For the avoidance of doubt: upon any termination of this Agreement, Customer shall be responsible for downloading or deleting any Documents, Reports or Customer Data from the Software upon termination and, upon request, shall be permitted to have limited access to the Software solely for such purposes for thirty (30) days following termination.

6) Customer Responsibilities.

Customer shall not, directly or indirectly, nor shall Customer permit any End User to; (i) use the Software for timesharing or service bureau purposes; (ii) use the Software to develop any similar or competitive service; (iii) introduce any viruses, worms, malware or other destructive code into the Software; (iv) bypass any measures Company uses to restrict access to the Software. Customer represents, warrants and covenants on behalf of itself and its End Users that it: (X) has all necessary rights to use the Documents in connection with the Software without violating any fiduciary duty, duty of confidentiality, contractual obligation or Applicable Laws; (Y) will not use, or permit the use of, the Software, the Documents or the Reports for illegal, fraudulent, or unethical purposes or otherwise in a manner that could give rise to civil or criminal liability; and (Z) will not knowingly interfere with or impede the ability of others to use the Software.

7) Intellectual Property Rights.

Customer Provisions. During the Subscription Term, Customer shall have the exclusive right to use the Customer Provisions in connection with the Software. Upon any expiry of this Agreement or the Order Form, as applicable and unless otherwise agreed by the parties neither party shall have the right to use, grant access to, or commercially exploit such Customer Provisions and they shall be deleted.

8) Data Processing Addendum.

If necessary or if the parties wish to enter into a Data Processing Addendum, the parties will negotiate in good faith and enter into a separate Data Processing Addendum.

EXHIBIT A - Premier Support Addendum

This Schedule forms part of and is incorporated by reference into Agreement. Terms used and not defined in this Schedule have the meanings given to them in the Agreement. The support commitments set out herein shall only apply if Customer has elected to purchase a private Cloud Deployment or Premier Support for its standard Cloud Deployment as set forth in the applicable Order Form and (ii) satisfactory payment by Customer of Fees.

1. Technical Support.

- A. In the event of an error, question, accessibility problem or other issue related to the Software (each, an “Issue”), the Customer’s technical contact, shall (i) report Issue via the phone or email or such other methods of communication as indicated by Company from time to time; (ii) provide sufficient information to allow Company to understand the Issue and indicate a Severity Level. Severity Level 1 support requests made outside of the Hours of Coverage should be made via email, with a subject including ‘Level 1 Support’. When submitting multiple Issues by email, Customer shall submit each Issue via a separate email.
- B. Company will provide general email or phone support on a 24/5 basis and will respond to support issues within the response times specified below within the target percentage set forth below.

Severity Level	Response
Level 1: Software not accessible or not functioning in one or more material respects in a production environment.	Initial response by phone or email within 1 hour of initial contact by the Customer
Level 2: Significant loss of function in a production environment. Operations continue in a restricted fashion, but no acceptable workaround available.	Initial response by phone or email within 1 business day of initial contact by the Customer.
Level 3*: Minor loss of function or bug in production environment	Within ordinary course of business
Level 4*: Support Contact requires information or assistance related to the function of the Software	Within ordinary course of business

*Bug fixes and permanent resolution of Severity Level 3 and Severity Level 4 issues will be prioritized accordingly by Company; such issues may not be fixed.

2. **Obligations of Customer.** Customer is responsible for promptly and accurately implementing any workarounds or appropriate next steps as suggested by Company. Customer shall maintain their infrastructure in accordance with industry best practices and Company’s recommendations.