

ADDITIONAL TERMS AND CONDITIONS FOR KIRA – ON-PREMISES

(applicable only for Customers, with subscription start date prior August 15, 2022)

These Additional Terms and Conditions are applicable to Kira On-Premises deployment which together with the applicable EULA 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 EULA, 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) **“Customer Data”** means any Documents, document annotations and project information that Customer or Users upload or enter into the Software.
- (c) **“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.
- (d) **“Document”** means any file, contract, data or other information that a User enters or uploads via the Software.
- (e) **“Document Count”** means the total number of Documents uploaded to, or stored by means of, the Software by or on behalf of Customer at any time during an Annual Period. For clarity, each individual Document will be recounted if left in the system past it’s 12-month anniversary date (such date being independent of any Annual Period) and will then be counted again toward the customer’s Document Count for the current Annual Period.
- (f) **“Document Tier”** means the maximum Document Count permitted, after which additional fees may apply as per the Order Form.
- (g) **“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.
- (h) **“Field/s”** means a category of value or provision to be identified in a Document or Documents by means of the Software.
- (i) **“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).
- (j) **“Field Limit”** means the maximum Field Count permitted as specified on the Order Form.
- (k) **“Hours of Coverage”** means 24/5.
- (l) **“Reports”** means any reports generated by the Software based on the Documents.
- (m) **“Usage Data”** means information reflecting the access or use of the Software by or on behalf of Customer or 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 an On-Premises deployment: (a) the target date for delivery of the initial server image is 2 weeks following the start date of the Subscription Term, and (b) timelines for cluster management or staging server images, if included, will be determined by mutual agreement of the parties.

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 this 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) Service Levels and Support.

- (i) 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.
- (ii) Support – On-Premises Deployment. If Customer has purchased an On-Premises Deployment: Company shall provide the Software to Customer in object code form, for installation by Customer on the number of servers specified on the Order Form, such servers operated by or on behalf of Customer. Use of the Software will be subject to any limitations specified on the applicable Order Form with respect to the number of servers, Documents that may be uploaded or stored, number of Fields, number of End Users, access to features or otherwise. Company shall provide support Software in accordance with the On-Premises Additional Terms attached as Exhibit B. Customer shall be responsible for installing the Software and maintaining its own server environment, including hardware, software, telecommunications and other technology. Company will provide remote user training as reasonably requested by Customer. Customer will arrange for information technology personnel to attend technical training to facilitate initial installation and use of the Software, and Company will provide such training remotely.
- (iii) Support - Premier Support. The Customer shall receive the support set out in the Premium Support Addendum attached as Exhibit A.

4) Fees.

(a) Pay as You Go Fees – On-Premises Deployment.

If Customer has licensed the Software pursuant to an On-Premises Deployment, Company shall provide a script or app, either within the application or separately that Customer shall use to extract Document Count, Field Count, project count, user IDs and usage statistics for End Users (the "On-Premise Usage Data") and provide it to Company on a quarterly basis. To the extent that any personal data is collected (solely limited to names and email addresses of End Users), this portion of the On-Premise Usage Data will only be used for the purposes of Customer support and furtherance of Company's obligations under this Agreement and Company will comply with any applicable data protection legislation in respect of that data. If Customer exceeds the Document Tier and the associated annual Field Limit purchased on an Order Form, Pay as You Go Fees will apply and Company will invoice Customer quarterly. Company shall have the right to conduct an audit of Customer's books and records to confirm compliance with the terms of this section. Such audit shall be conducted by a mutually acceptable public accounting firm. Customer agrees to cooperate with Company in the conduct of such audit within thirty (30) days of notice. In the event such audit discloses an underpayment, Customer shall pay Company the amount of such underpayment within ten (10) days of demand. Customer shall also be responsible for the cost of the audit if the underpayment exceeds five percent (5%) of the Fees paid for the period covered by the audit.

5) Effect of Termination.

For the avoidance of doubt: upon any termination of this Agreement or the Order Form, 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. Customer shall ensure that it and its End Users comply with

the provisions of the Agreement applicable to use of the Software and shall be liable for any and all use of and access to the Software by any End Users.

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 the Customer Provisions shall be deleted.

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.

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 Service	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.

EXHIBIT B - On-Premises Additional Terms

1. **Deployment Software.** Deployment Software for on-premises deployments include preparation and delivery of VM image of the Software for the production environment, instructions sufficient to configure the initial Software to a production-ready state, instructions and assistance with basic SSL certificate installation and SAML configuration if desired, and delivery of entitled upgrades and patches. Deployment Software will be provided from 9am - 6pm EST Monday-Friday, excepting Canada or UK holidays, and shall be scheduled at least 5 business days in advance of the desired date for such Software, or as otherwise agreed by the Company's and Customer's support contact.
2. **Infrastructure Requirements.** Customer must remain up to date with the requirements detailed in the On-Premises Infrastructure Requirements guide for their software version release.
3. **Versions.** Versions of the Software that are more than 6 months or 2 publicly available releases (whichever is greater) behind Kira Systems' most recent production release of the Software will not be supported.
4. **Backport.** Customer acknowledges that it may not be practical or possible to "backport" fixes in versions of the Software that are older than Kira Systems' latest production version, and agrees that even after upgrading to the appropriate newer version of the Software, it may not receive such fixes.
5. **Additional Software.** Customer may purchase additional professional Software from Company, which may include installation assistance, integration, systems administration Software or other Software, by means of statement of work or purchase order.
6. **Skilled Personnel.** Customer is expected to have information technology personnel reasonably skilled in maintaining the Software for their End Users. Support requests that a reasonably competent Database Administrator or Linux Systems Administrator could perform without assistance from Company will be billed in accordance with Company's then standard rates.

