

These Basware Cloud Services Terms apply to the Cloud Services and related Professional Services specified in the Agreement.

## 1. CLOUD SERVICES

- 1.1. **Right to Use.** Basware grants Customer and its Affiliates the right to access and use the Cloud Services and related documentation for their internal business purposes in accordance with the Agreement. Additionally, an Authorized Third Party may use the Cloud Services solely for the benefit and on behalf of the Customer and/or its Affiliate. Customer is solely liable towards Basware for its own, its Affiliates' and Authorized Third Parties' access and use of the Cloud Services in accordance with the Agreement.
- 1.2. **Acceptable Use.** Customer, its Affiliates and Authorized Third Parties shall not i) gain, or attempt to gain, unauthorized access to the Cloud Services, ii) permit, or attempt to permit, unauthorized third parties to access the Cloud Services, iii) use the Cloud Services to send or store infringing or unlawful material, or iv) interfere with, disrupt or compromise the integrity, performance or security of the Cloud Services (including data contained therein).
- 1.3. **Customer's Responsibilities.** Customer is responsible for i) evaluating and ensuring suitability of the Cloud Services for its business purposes and needs, ii) providing Basware with reasonable cooperation and access to all relevant information and data necessary for providing the Cloud Services and performing Professional Services, iii) ensuring its systems and networks comply with the agreed technical requirements, iv) notifying Basware promptly of security incidents or misuse related to the Cloud Services that the Customer becomes aware of, v) ensuring the confidentiality of authentication credentials associated with the use of the Cloud Services is adequately maintained, and vi) all activity occurring under its own, its Affiliates' and Authorized Third Parties' user accounts.
- 1.4. **Customer Data.** Basware may use Customer Data in connection with the provision of the Cloud Services under the Agreement. All rights, title, and interest to Customer Data is owned by the Customer. Customer is responsible for all content of Customer Data and for securing and maintaining all rights and authorizations in Customer Data necessary for Basware to provide the Cloud Services without violating applicable laws or rights of third parties. Terms governing the processing of personal data contained in Customer Data are specified in the DPA.
- 1.5. **Cloud Service Changes.** Basware strives to continuously improve the Cloud Services and may update the Cloud Services from time to time at its discretion. Basware shall not make any changes that adversely impact the functionality of the Cloud Service for the Customer. Basware shall make available information regarding the changes made to the Cloud Service as soon as reasonably possible in accordance with its standard practices.
- 1.6. **Subcontractors.** Basware may involve Subcontractors for the performance of Professional Services and provision of the Cloud Services and shall be fully liable for their work. Terms related to the use of Subcontractors that process personal data are specified in the DPA.

## 2. PROFESSIONAL SERVICES

- 2.1. **General.** Basware may perform certain Professional Services related to the Cloud Services that may be specified in more detail in SOW. Terms of this section 2 apply unless otherwise specifically agreed in SOW, or in case the Professional Services are performed without a separate SOW.
- 2.2. **Testing and Acceptance.** Basware shall test the results of Professional Services in accordance with its standard practices. Customer is responsible for functional testing of the results of Professional Services. Results of Professional Services are deemed accepted if Customer i) accepts the results in writing, ii) does not present Basware with a written complaint describing defects, which preclude acceptance, within 15 days from the date of completion, or iii) takes the Cloud Services into production use. Defects in the results of Professional Services which do not substantially interfere with Customer's use of the Cloud Services shall not preclude acceptance of the results.
- 2.3. **Delays.** Basware shall use reasonable efforts to meet any specific time schedules mutually agreed by the parties in writing. Basware is not responsible for any delays that are not solely attributable to Basware or its Subcontractors.
- 2.4. **Expenses.** Customer shall reimburse Basware for reasonable travel expenses incurred in connection with performing the Professional Services as agreed by the parties.

## 3. CONFIDENTIALITY

- 3.1. **Definition.** In connection with the Agreement, the parties and their respective Affiliates may disclose to each other non-public information relating to their business, including Customer Data, implementation plans, product roadmaps, technical, financial or pricing information, and information which is marked as confidential or that reasonably should be considered as confidential ("**Confidential Information**"). Confidential Information does not include any information that i) is or becomes generally known to the public without breach of any obligation owed to the discloser, ii) was known to the recipient prior to its disclosure by the discloser without breach of any obligation owed to the discloser, iii) is received from a third party without breach of any obligation owed to the discloser, or iv) was independently developed by the recipient.

- 3.2. **Use and Disclosure.** Recipient agrees to hold discloser's Confidential Information in confidence, to use it only for purposes consistent with the Agreement, and not to disclose it to any third party. Recipient may disclose Confidential Information only to those of its own, and its Subcontractors', directors, employees and advisors who need that access for purposes consistent with the Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than under this section 3. Recipient may also disclose discloser's Confidential Information in any legal proceeding or to a governmental entity as required by law.

#### 4. WARRANTIES

- 4.1. **General.** Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with i) in the case of Basware, the operation of Basware's business as it relates to the Cloud Services, and ii) in the case of Customer, the Customer Data and Customer's, its Affiliates' and Authorized Third Parties' use of the Cloud Service. Customer represents that it, and its Affiliates and Authorized Third Parties, are not named on any EU or U.S. government list of persons or entities prohibited from receiving exports. Customer shall not permit its, its Affiliates' or Authorized Third Parties', users to access or use the Cloud Service in any EU or U.S. embargoed country or in violation of any EU or U.S. export law or regulation.
- 4.2. **Cloud Services.** Basware warrants that during the term of the Agreement it shall provide the Cloud Service in material conformance with the Service Documentation. If a Cloud Service does not materially conform to the Service Documentation, Customer must promptly report and describe the non-conformity in writing, as may be specified in more detail in the Service Documentation. If the reported non-conformity adversely impacts Customer's use of the Cloud Service, Basware shall bring the affected Cloud Service into material conformance with the Service Documentation within timeframes specified in the Service Documentation (or within reasonable timeframe if not specified).
- 4.3. **Professional Services.** Basware warrants that i) during the term of the Agreement it shall perform Professional Services in accordance with good industry practice and high professional standards, and ii) for a period of 30 days from the acceptance date the result of Professional Services shall materially conform to the SOW. If the result of Professional Services does not materially conform to the SOW, Customer must report and describe the non-conformity in writing during the warranty period. If the reported non-conformity adversely impacts Customer's use of the Cloud Service, Basware shall bring the result into material conformance with the SOW within a reasonable timeframe.
- 4.4. **Exclusions.** Warranties provided in this section 4 do not apply if Customer is in material breach of the Agreement, and do not cover any non-conformities or defects that are not attributable to Basware or its Subcontractors.
- 4.5. **Disclaimer.** Other than the warranties provided in this section 4, Basware provides no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply to the fullest extent permitted under applicable law.

#### 5. IPR INDEMNITY

- 5.1. **Indemnity.** Basware will defend Customer, at Basware's own cost, against any claims made by a third party that a Cloud Service used by the Customer in accordance with the Agreement infringes that third party's IPR. Customer must notify Basware promptly of any such claims, give Basware sole control over the defense and settlement of the claim, and provide reasonable help in defending the claim. Subject to the foregoing, Basware will indemnify the Customer for i) the amount paid by the Customer to the third party based on a settlement (agreed by Basware) or final court judgment, and ii) reasonable legal and other out-of-pocket expenses that the Customer incurs in giving the aforementioned help to Basware.
- 5.2. **Remedies.** If Basware reasonably believes that a claim under clause 5.1 may bar Customer's use of the Cloud Service, Basware will either obtain the right to keep using the Cloud Service, or modify or replace the Cloud Service with a functional equivalent. If either of these options would cause unreasonable costs to Basware, Basware may terminate Customer's right to use the infringing Cloud Service and shall reimburse the corresponding proportion of prepaid fees for the terminated Cloud Service.
- 5.3. **Limitations.** Basware is not liable if the claim results from i) use of the Cloud Service in violation of the Agreement or against Basware's written instructions, ii) alteration of the Cloud Service by Customer not authorized by Basware, iii) Basware's compliance with Customer's express written instructions, iv) use of the Cloud Service in combination with any product or service not provided by Basware if the Cloud Service would not infringe without such combination, or v) use of a version of the Cloud Service which has been superseded by a similar version made available to Customer without additional charge.
- 5.4. **Exclusive Remedy.** This section 5 sets forth Basware's sole liability and Customer's exclusive remedy with respect to any third party IPR infringement claims.

#### 6. LIMITATION OF LIABILITY

- 6.1. **Cap.** The aggregate liability of each party arising out of or related to the Agreement shall not exceed the total amount paid by the Customer hereunder for the Cloud Service that gave rise to liability during the 12-month period preceding the event out of which the liability arose. "Event" means any single event or a series of connected events giving rise to liability and arising from the same cause.

- 6.2. **Exclusions.** Neither party will be liable for i) any loss of profits, revenues, anticipated savings, business, business opportunity, goodwill, any business interruption, or any interest payable to third parties (whether any such damage is direct or indirect), or for ii) any indirect, special, incidental, consequential or punitive damages, regardless of the form of action or theory of liability, even if the party knew or should have known that such damages were possible.
- 6.3. **Exceptions to Limitations.** Liability limitations in this section 6 do not apply to Basware's indemnification obligation under clause 5.1 (IPR indemnity) or Customer's payment obligation under the Agreement.
- 6.4. **Other.** All claims under the Agreement must be made within six months from the event out of which the liability arose. The limitations of liability in this section 6 apply to the fullest extent permitted by applicable law.

## 7. TERM, TERMINATION AND SUSPENSION

- 7.1. **Term.** The effective date and term of the Agreement are specified in the Sales Agreement. The Agreement can be terminated according to the Sales Agreement or clause 7.2 below.
- 7.2. **Termination.** Either party may terminate the Agreement for cause if the other party i) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of such breach, ii) ceases its business operations or becomes subject to insolvency or bankruptcy proceedings, or iii) is unable to perform a material obligation under the Agreement for more than 30 consecutive days as a result of a force majeure event (defined in clause 8.4).
- 7.3. **Suspension.** Basware may temporarily suspend Customer's, its Affiliate's and/or Authorized Third Party's access to the Cloud Service if i) their actions pose a material security risk to, or may otherwise materially damage or harm the Cloud Service or the underlying infrastructure, ii) an undisputed invoice is more than 30 days overdue after Basware's written notice of the delay, or iii) Customer is in material breach of the terms of the Agreement. Suspension will be limited to the corresponding part of the Cloud Service and will be in effect only while the circumstances giving rise to suspension exist. When reasonably practicable and lawfully permitted, Basware will provide Customer with a prior notice of any such suspension.
- 7.4. **Return of Customer Data.** Basware shall make Customer Data available to Customer at a minimum for a period of 90 days from the effective date of termination of the respective Cloud Service. After such 90-day period, Basware shall have no obligation to maintain or provide any Customer Data. Specific practices regarding return of Customer Data may vary depending on the Cloud Service and may be specified in more detail in Service Documentation.

## 8. MISCELLANEOUS

- 8.1. **Analyses.** Basware may create analyses utilizing, in part, Customer Data (excluding personal data) and information derived from Customer's use of the Cloud Service. Such analyses will aggregate information and will not identify Customer, its Affiliates, business partners, or any individual to any third party. Examples of how analyses may be used include: optimizing service performance, research and development, and data products such as industry trends and developments, anonymous benchmarking and detection of fraudulent transactions.
- 8.2. **Assignment.** Either party may assign the Agreement without consent to its Affiliate, subject to prior written notification to the other. Any other assignment by Customer of its rights and obligations under the Agreement is subject to Basware's prior consent (not to be unreasonably withheld). Basware may assign the Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. The Agreement shall bind and inure to the benefit of parties' respective successors and permitted assigns.
- 8.3. **Conflicts.** In case of conflict, Sales Agreement terms prevail over these cloud services terms and other appendices which apply in their numbering order specified in Sales Agreement, except where an appendix specifically refers to and amends a specified section of a higher priority document, in which case such specific provisions in the lower priority document shall take precedence to the extent of the contradiction.
- 8.4. **Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under the Agreement due to any cause beyond party's reasonable control, including elements of nature, telecommunications failure, cyber-attack, act or order of government body or change of regulation. This clause will not apply to Customer's payment obligation under the Agreement.
- 8.5. **Insurances.** During the term of the Agreement, Basware shall maintain in force an appropriate ICT liability insurance which reasonably covers anticipated liabilities arising under the Agreement. Upon Customer's written request, Basware shall provide a copy of the relevant insurance certificates.
- 8.6. **Law and Disputes.** The Agreement is governed by the laws of the country, or where applicable the state, in which Basware is incorporated, excluding its conflict of laws principles. All disputes arising out of or in connection with the Agreement that cannot be settled by negotiations between the parties shall be finally settled by the courts of the country, or where applicable the state, in which Basware is incorporated.
- 8.7. **Notices.** All notices under the Agreement including claims, disputers, terminations and assignments, must be in writing and addressed to the contact person specified in Sales Agreement or to such other person indicated by the party in writing. Notice will be treated as given on the date of receipt, as verified by written notice of receipt. If a notice was sent via email and no such notice of receipt was received, notice must be provided by a registered or certified mail.
- 8.8. **Payments.** Customer shall pay all fees specified in the Agreement to Basware without any set-off, counterclaim, deduction or withholding. Customer may dispute an invoice in good faith by providing Basware a written notice within 90 days from the invoice date or otherwise such dispute is waived. Customer shall pay the undisputed portion of the invoice by the due date.

Annual interest rate for delayed payments is the maximum rate allowed by applicable law. Subject to prior notice, Basware may assign delayed payments to a third party for collection and charge the incurred reasonable expenses to the Customer.

- 8.9. **Reservation of Rights.** Except for Customer Data, all rights, title, and interest in and to all IPR related to the Cloud Services and results of Professional Services are exclusively owned by Basware. Rights not expressly granted to Customer under the Agreement are reserved by Basware. In case of customer-specific documentation related to the Cloud Services, Basware grants to Customer a non-exclusive, non-transferable, limited license to use such documentation during the term of and for the purposes of the Agreement. Basware alone shall own all rights, title, and interest in and to any feedback, suggestions and enhancement requests related to the Cloud Services provided by the Customer.
- 8.10. **Survival.** Terms of section 3 (confidentiality), section 6 (limitation of liability), clause 7.4 (return of customer data), and section 8 (miscellaneous) will survive the termination of the Agreement.
- 8.11. **Taxes.** Fees imposed under the Agreement are exclusive of all taxes, levies, and duties. Customer is responsible for all taxes other than Basware's income and payroll taxes. If any deduction or withholding is required by law, Basware shall pay the taxes and add the amount to the fees invoiced to and paid by the Customer, so that the net amount Basware receives remains unchanged, unless Customer provides Basware with a valid tax exemption certificate.
- 8.12. **Other.** The Agreement constitutes the parties' entire agreement regarding its subject matter, superseding all prior oral or written communications. If any part of the Agreement is held unenforceable, the rest remains in full force and effect. Failure to enforce any provision of the Agreement will not constitute a waiver. The Agreement does not create an agency, partnership, or joint venture. There are no third-party beneficiaries to the Agreement. The Agreement may not be amended, superseded nor any obligation waived, except in writing and signed by authorized representatives of both parties.

## 9. DEFINITIONS

**Affiliate** means any legal entity that a party owns, that owns a party, or that is under common ownership with a party, ownership meaning holding 50% or more of the shares or voting rights of an entity.

**Agreement** means collectively the Sales Agreement, these cloud services terms, and other appendices referenced to in the Sales Agreement.

**Authorized Third Party** means a third party that the Customer has authorized to use the Cloud Services solely for the benefit and on behalf of the Customer or its Affiliate.

**Basware** means the Basware legal entity specified in the Sales Agreement.

**Cloud Service** means each Basware service ordered by the Customer under the Agreement and made available online by Basware.

**Customer** means the customer legal entity specified in the Sales Agreement.

**Customer Data** means any data or material related to Customer's business submitted by Customer or its Affiliate, or on behalf of Customer or its Affiliate, to the Cloud Service.

**DPA** means the personal data processing appendix, which contains the terms governing the processing of personal data, referenced to in the Sales Agreement.

**IPR** means all present and future intellectual property rights including copyrights, trademarks and patents.

**Professional Services** mean consulting services, such as implementation, configuration, operational analysis, training and design performed by Basware or its Subcontractor in connection with provision of the Cloud Services, as may be specified in more detail in SOW.

**Sales Agreement** means the Basware sales agreement, order form or similar document signed between Basware and Customer that references these cloud services terms.

**Service Documentation** means Basware's standard solution/service description, service level agreement and technical requirements appendices referenced to in the Sales Agreement.

**SOW** means a statement of work or other similar document describing the Professional Services.

**Subcontractor** means Basware Affiliates and other subcontractors who fulfill and/or assist with the performance of the Agreement.