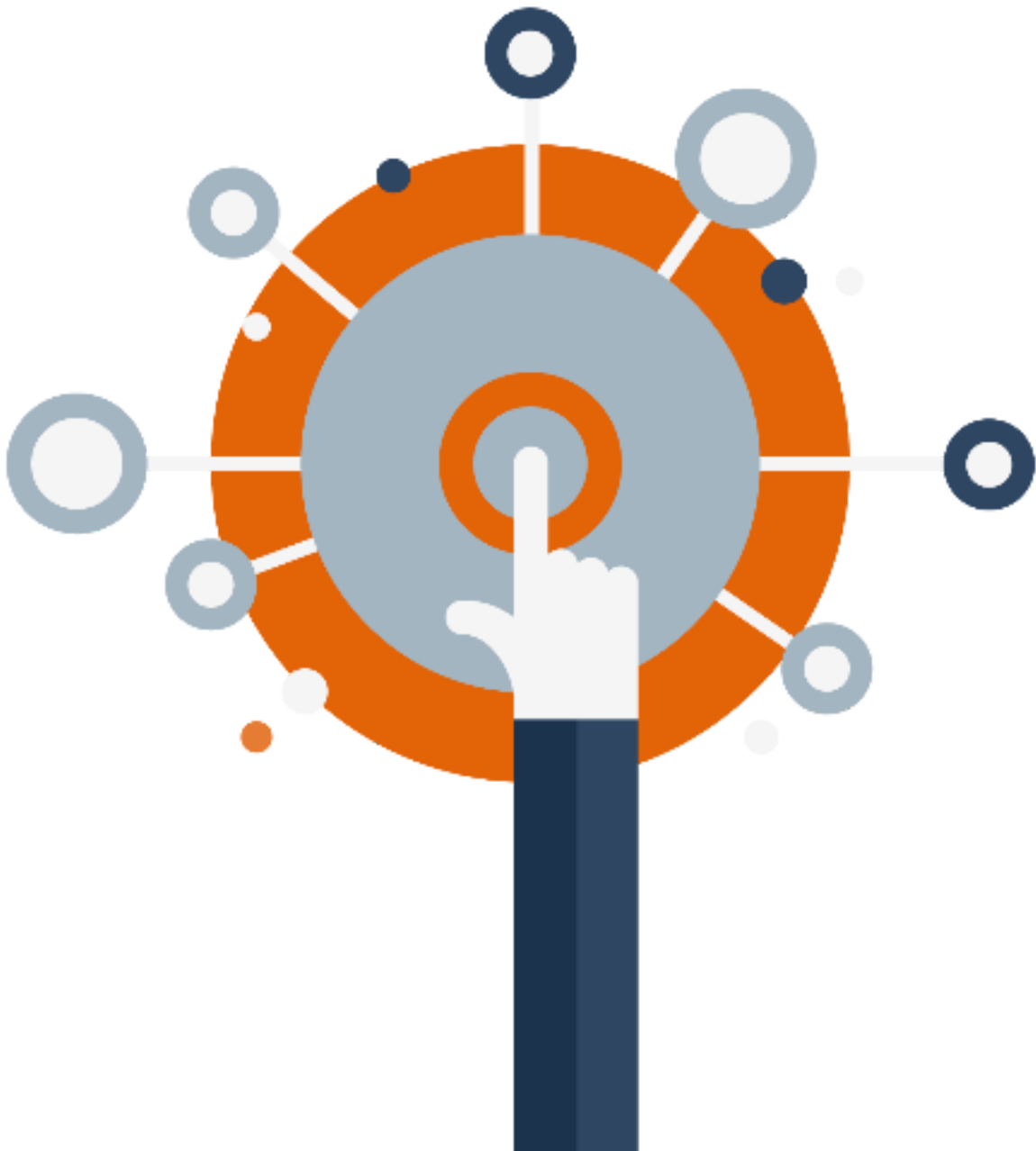


UNSILO

Terms of Service

August 2019, v1.02



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Revision history:

Version	Initials	Date	Notes
1.00	MR	2019-02-12	New Terms of Service Established
1.01	MR	2019-02-22	Adjusted section 8, Ownership And Confidentiality
1.02	MR	2019-08-29	Adjusted section 8, Caching and Deletion of Uploaded Content

We Look Forward to Working With You

UNSILO provides its Services subject to the terms and conditions in this Terms of Service (“Terms”). When we refer to our “Services” in these Terms, we mean to include all of our platform services, including all of our programs, features, functions and report formats, instructions, code samples, the UNSILO markup and scripting languages, on-line help files and technical documentation, our website, account portal, technical support, as well as any upgrades or updates to any of these, made generally available by us, including any of our SDKs, APIs or software provided to You in connection with Your use of our services.

In this Agreement, “we,” “us,” “our” and “UNSILO” will refer to UNSILO A/S, a company incorporated in Aarhus, Denmark. The terms “You,” “Your” and “Customer” will refer to you, our customer.

IMPORTANT NOTE: UNSILO DOESN’T PROVIDE WARRANTIES FOR ITS SERVICES, AND THESE TERMS LIMIT OUR LIABILITY TO YOU. For more details, go to Sections 10 and 12. IN ADDITION, DISPUTES ABOUT THESE TERMS OR RELATING TO YOUR UNSILO ACCOUNT OR UNSILO’S SERVICES GENERALLY MUST BE RESOLVED BY BINDING ARBITRATION AND ON AN INDIVIDUAL BASIS ONLY. For more details, go to Section 16.

If You have any questions, You can reach the UNSILO team at support@unsilo.com.

UNSILO Terms of Service

1. CHANGES TO THESE TERMS

- 1.1 We may revise these Terms from time to time. If we do, those revised Terms will supersede prior versions. Unless we say otherwise, revisions will be effective upon the effective date indicated at the top of these Terms. If You don’t agree to the revisions, You should stop using UNSILO’s Services and we are not obligated to provide You with the Services.

2. CHANGES TO OUR SERVICES

- 2.1 The features and functions of our Services, including our APIs, and UNSILO’s service level agreement (SLA), may change over time. It is Your responsibility to ensure that calls or requests You make to our Services are compatible with our then-current Services. Although we try to avoid making changes to our Services that are not backwards compatible, if any such changes become necessary, we will use reasonable efforts to let You know at least sixty (60) days prior to implementing those changes.

3. ACCESS AND USE OF OUR SERVICES

- 3.1 We will make our Services available to You in accordance with our SLA, which may be updated from time to time. You may use our Services, on a non-exclusive basis, solely in strict compliance with these Terms, applicable law, and our Acceptable Use Policy, which may be updated from time to time, including:
 - 3.1.1 Using our Services as needed to develop Your software applications that interface with our Services (“Your Applications”) or provide Services through Your Applications,
 - 3.1.2 Making our Services available to End Users of Your Applications in connection with the use of each of Your Applications, and
 - 3.1.3 Otherwise using our Services solely in connection with and as necessary for Your activities under these Terms.

4. OUR USE AND STORAGE OF CUSTOMER DATA

- 4.1 You acknowledge that You have read UNSILO’s Privacy Policy and understand that it sets forth how we will collect, store, and use Your Customer Data. Customer Data consists of information made available to us through Your use of our services under these Terms, which may include information like user identifiers, activity logs, and traffic routing information, as well as the content of communications sent

through integration with our Services, such as document metadata and document full text. If You do not agree UNSILO's Privacy Policy, You must stop using our services.

- 4.2 Except as agreed by UNSILO and You in writing, UNSILO may periodically delete our copies of Your Customer Data. Further, data storage is not guaranteed by us and You agree that we will not have any liability whatsoever for any damage, liabilities, losses, or any other consequences that You may incur relating to the loss or deletion of Customer Data.
- 4.3 You further acknowledge and agree that we may access or disclose Customer Data, including content of communications, if: (i) we believe that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or governmental request, (ii) to enforce our agreements and policies, (iii) to protect the security or integrity of our services and products, (iv) to protect ourselves, our other customers, or the public from harm or illegal activities, or (v) to respond to an emergency which we believe in good faith requires us to disclose data to assist in preventing a death or serious bodily injury.

5. RESTRICTIONS

- 5.1 We are excited to see what You build with our Services. But, You should know there are some restrictions on how You can use them.
 - 5.1.1 Except as provided in Section 3 (Access and Use of Our Services), You agree not to transfer, resell, lease, license or otherwise make available our Services to third parties or offer them on a standalone basis.
 - 5.1.2 You will ensure that our Services are used in accordance with all applicable Law and third party rights, as well as these Terms and our Acceptable Use Policy, as amended from time to time.
 - 5.1.3 You will ensure that we are entitled to use Your Customer Data, including content of communications, as needed to provide our Services and will not use our Services in any manner that violates any applicable law.
 - 5.1.4 Except as allowed by applicable law, You will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist anyone else to create or derive the source code of any software provided in connection with our Services.

6. EXPORT CONTROLS

- 6.1 Our Services, including any software we may provide in connection with those Services, may be subject to applicable export control laws and economic sanctions regulations. In receiving this software or our Services, You agree to comply strictly with all domestic and international export laws and economic sanctions regulations as they apply to this software and our Services, and to the extent consistent with these Terms, to obtain any necessary license or other authorization to export, reexport, or transfer such software or our other aspects of our Services. These laws include restrictions on destinations, End Users, and end use.

7. AFFILIATES

- 7.1 Affiliates are any entity or person that controls You, is controlled by You, or under common control with You, such as a subsidiary, parent company, or employee. (Similarly, if we refer to our affiliates, we mean an entity or person that controls us, is controlled by us or is under common control with us.) If applicable to You, Your affiliates may order Services directly from us under these Terms, provided that all of Your affiliate's activities are subject to these Terms. You will be responsible for the acts and omissions of Your affiliates in connection with each affiliate's use of our Services.

8. OWNERSHIP AND CONFIDENTIALITY

- 8.1 **General.** You reserve all right, title and interest in the content you upload to our services and in the contents of any communication you send through our Services. We exclusively own and reserve all right, title and interest in our Services and the software and computational models that deliver them.
- 8.2 **Rights to Process Uploaded Content.** By using our Services, you grant UNSILO non-exclusive rights to use document metadata, document-specific user actions, and document full text ("Uploaded Content")

uploaded to our Services to extract terms, phrases, and relationships therefrom, and to learn from patterns and structural information therein.

- 8.3 **Confidentiality and use as Training Data.** UNSILO will guard the confidentiality of Uploaded Content and never share with third parties or reproduce the original text of Uploaded Content. However, you acknowledge that UNSILO may train machine learning models and build algorithms to recognise and extract structural and qualitative aspects of Uploaded Content, and that any mathematical models, algorithms, and digital representations of knowledge trained on said Uploaded Content shall be the exclusive intellectual property of UNSILO.
- 8.4 **Caching and Deletion of Uploaded Content.** To facilitate seamless user access, service debugging, and technical support, Uploaded Content is stored for a Caching Period of up to 30 days after the last user interaction with said content, after which period all Uploaded Content is securely deleted. In order to provide analytics and trend analysis to our partners and users, UNSILO may store limited metrics and statistical information deduced from Uploaded Content beyond the Caching Period, including i) Concept Fingerprints, ii) Metadata such as Author Information, and iii) Aggregated Concept Scores. UNSILO guarantees that the original full text of Uploaded Content cannot in any way be reconstructed from information persisted beyond the Caching Period.
- 8.5 **Suggestions and Contributions.** We welcome Your feedback on our Services. But please know that by submitting suggestions or other feedback about our Services ("Contributions") You agree that: (1) we are not under any obligation of confidentiality with respect to Your Contributions; (2) we may use or disclose (or choose not to use or disclose) Your Contributions for any purpose and in any way; (3) You irrevocably, non-exclusively license to us rights to exploit Your Contributions; and (4) You are not entitled to any compensation or reimbursement of any kind from us under any circumstances for Your Contributions.
- 8.6 **Confidentiality.** "Confidential Information" means any information or data, regardless of whether it is in tangible form, disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure. "Confidential Information" does not include any information which: (i) is publicly available through no fault of receiving party; (ii) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (iii) was properly disclosed to receiving party, without restriction, by another person without violation of disclosing party's rights; or (iv) is independently developed by the receiving party without the use of or reference to the disclosing party's Confidential Information. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose such information to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Each party may disclose the Confidential Information of the other party, in whole or in part to its employees, representatives, actual or potential investors and subcontractors who have a need to know and are legally bound to keep such information confidential consistent with the terms of this Section. Either party may disclose the Confidential Information of the other party as required by law, upon prior written notice to the other party (where allowed by law); provided that such party will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law.
- 8.7 **Injunctive Relief.** The parties expressly acknowledge and agree that no adequate remedy exists at law for an actual or threatened breach of this Section 8 and that, in the event of an actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Section.

9. WARRANTIES AND DISCLAIMERS

- 9.1 **NO WARRANTY.** WITHOUT LIMITING UNSILO'S EXPRESS WARRANTIES AND OBLIGATIONS UNDER THESE TERMS, UNSILO HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 9 AND UNSILO'S SLA (AND SUPPORT TERMS), UNSILO'S SERVICES ARE PROVIDED "AS IS" TO

THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.

- 9.2 BETA SERVICES. FROM TIME TO TIME, YOU MAY HAVE THE OPTION TO PARTICIPATE IN A PROGRAM WITH UNSILO WHERE YOU GET TO USE ALPHA OR BETA SERVICES, PRODUCTS, FEATURES AND DOCUMENTATION (“BETA SERVICES”) OFFERED BY US. THESE BETA SERVICES ARE NOT GENERALLY AVAILABLE AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. ACCORDINGLY, WE ARE PROVIDING THE BETA SERVICES TO YOU “AS IS.” WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE BETA SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NOTWITHSTANDING ANY PUBLISHED DOCUMENTATION THAT STATES OTHERWISE, UNSILO DOES NOT WARRANT THAT THE BETA SERVICES WILL BE ERROR-FREE OR THAT THEY WILL MEET ANY SPECIFIED SERVICE LEVEL, OR WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

10. INDEMNIFICATION

- 10.1 You will defend, indemnify and hold UNSILO and its affiliates harmless against any actual or threatened claim, loss, liability, proceeding, third-party discovery demand, governmental investigation or enforcement action arising out of or relating to Your activities under these Terms or Your acts or omissions in connection with the provision of Your Application, including, without limitation, any intellectual property claims relating to Your Application and any violation by You or Your End Users of the terms of Section 5 (Restrictions) (“Claim”). We and our affiliates will cooperate as fully as reasonably required in the defense of any Claim, at Your expense. We reserve the right, at Your expense, to retain separate counsel for ourselves in connection with any Claim or, if You have not responded reasonably to the applicable Claim, to assume the exclusive defense and control of any Claim in which You are a named party and that is otherwise subject to indemnification under this Section 10 (Indemnification). You will pay all costs, reasonable attorneys’ fees and any settlement amounts or damages awarded against us in connection with any Claim. You will also be liable to us for any costs and attorneys’ fees we incur to successfully establish or enforce our right to indemnification under this Section.

11. EXCLUSION OF DAMAGES; LIMITATIONS OF LIABILITY

- 11.1 EXCEPT FOR LIABILITY ARISING FROM VIOLATIONS OF SECTIONS 5 (RESTRICTIONS), 8 (OWNERSHIP) OR 10 (INDEMNIFICATION), UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL UNSILO BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF WE HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS DESCRIBED IN THIS SECTION 11, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL UNSILO BE LIABLE TO YOU FOR ANY DIRECT DAMAGES, COSTS OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM. THE PROVISIONS OF THIS SECTION 11 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

12. TERMINATION AND SURVIVAL

- 12.1 Terms Period. The period of these Terms will commence on the date these Terms are accepted by You and continue as described in this section 12.
- 12.2 Termination and Suspension of Services. Either party may terminate these Terms for any reason upon written notice to the other party. Either party may also terminate these Terms in the event the other party commits any material breach of these Terms and fails to fix that breach within 30 days after written notice of that breach. We may suspend our Services immediately for cause if: (a) You violate (or give us reason to believe You have violated) the UNSILO AUP; (b) there is reason to believe the traffic created from Your use of our Services or Your use of our Services is fraudulent or negatively impacting the operating capability of our Services; (c) we determine, in our sole discretion, that providing our

Services is prohibited by law, or it has become impractical or unfeasible for any legal or regulatory reason to provide our Services; or (d) subject to applicable law, upon Your liquidation, commencement of dissolution proceedings, disposal of Your assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if You become the subject of bankruptcy or similar proceeding. If we suspend our Services, we will make a reasonable attempt to notify You.

- 12.3 Upon termination or expiration of these Terms, Your payment obligations, the terms of this Section 12, and the terms of the following Sections will survive: Section 4 (Our Use and Storage of Customer Data), Section 5 (Restrictions), Section 8 (Ownership and Confidentiality), Section 9 (Warranties and Disclaimer), Section 10 (Indemnification), Section 11 (Exclusion of Damages; Limitation of Liability) and Section 13 (General).

13. GENERAL

- 13.1 **Compliance with Laws.** Both You and UNSILO will comply with the applicable law relating to each of our respective activities under these Terms, including privacy and data protection laws and applicable local, state, federal, or foreign law or regulation, including laws and regulations regarding the transmission of data or software.
- 13.2 **No Waiver.** UNSILO's failure to enforce at any time any provision of these Terms or our Acceptable Use Policy ("AUP") does not waive our right to do so later. And, if we do expressly waive any provision of these Terms or our AUP, that does not mean it is waived for all time in the future. Any waiver must be in writing and signed by us to be legally binding.
- 13.3 **Assignment.** You will not assign or otherwise transfer these Terms, in whole or in part, without our prior written consent. Any attempt to assign, delegate, or transfer these Terms will be null and void. Subject to the this, these Terms will be binding on both You and UNSILO and each of our successors and assigns.
- 13.4 **Unenforceability.** Except as described in Section 14 (Agreement to Arbitrate), if any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary to make it enforceable and, in any event, the rest of these Terms will continue in full force and effect.
- 13.5 **Notices.** Any notice required or permitted to be given under these Terms will be given in writing to the receiving party by personal delivery, certified mail, return receipt requested, overnight delivery by a nationally recognized carrier or by email upon confirmation of receipt. Notices to UNSILO shall be copied to legal@unsilo.com, Attn: General Counsel.
- 13.6 **Entire Agreement.** Except as provided in these Terms and any attachments to these Terms, these Terms supersede all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written. No oral or written information or advice given by UNSILO, its agents or employees will create a warranty or in any way increase the scope of the warranties in these Terms.
- 13.7 **Force Majeure.** No failure, delay or default in performance of any obligation of a party shall constitute an event of default or breach of these Terms to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood, terrorist act; war; riot; theft; alien invasion; attack by zombies or white walkers; earthquake and other natural disaster. The party affected by such cause shall take all reasonable actions to minimize the consequences of any such cause.
- 13.8 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Kingdom of Denmark. Any dispute arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction in the Kingdom of Denmark.

14. AGREEMENT TO ARBITRATE

- 14.1 **Disputes.** Any dispute arising out of or in connection with these terms of service, including any disputes regarding the existence, validity or termination thereof, shall be settled by mediation arranged by The Danish Institute of Arbitration in accordance with the rules on mediation adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

- 14.2 Mediation. Mediation shall not affect the right of a party to initiate arbitration proceedings in accordance with the provisions below or to take any other legal steps in relation to the dispute.
- 14.3 Arbitration. If the mediation proceedings are terminated without a settlement, the dispute shall be subject to arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commence
- 14.4 Venue. The place of arbitration shall be Aarhus, Denmark. The language of the arbitration shall be Danish, unless the parties to the dispute agree otherwise.

15. FUN

- 15.1 You understand and acknowledge that using the UNSILO services and developing applications should be fun and easy, and by using our Services, You agree to let Your imagination run wild.

16. CONTACT INFORMATION

- 16.1 Questions, comments or complaints regarding UNSILO's policies or data collection and processing practices can be mailed or emailed to:

UNSILO
Attn: Legal Department
Inge Lehmanns Gade 10
DK-8000 Aarhus C
Denmark