

APPENDIX 2 - SERVICE DESCRIPTION

DEFINITIONS

"Access Point" means the secure password protected site hosted by Rillion where Customer receives Rillion Prime.

"Business Days" means weekdays, Monday to Friday, except weekdays that are public holidays in Sweden.

"Business Hours" means 08.00-17.00 Central European Time.

"Defect" means a deviation from the User Guide that is not caused by any of the circumstances specified in Clause 14.5 in Appendix 1.

"Data security in Rillion Prime" refers to separate document describing the security enforced in Rillion cloud environment.

"Incident" means a support request registered in Rillion's Helpdesk system by Customer's Administrator.

"Administrator" means the person, or persons, of Customer's personnel who internally shall support Customers Users and have the authority to contact Rillion Support.

"Rillion Customer Portal" means Customer portal that is available in connection with Rillion Support, where information, FAQs, release notes and other material are available for Customer.

"Rillion Prime" means Rillion proprietary software as a service (SaaS), i.e. the software products ordered by Customer that are made available by Rillion over the Internet including the underlying technical platform used by Rillion from time to time.

"Response Time" means the maximum time within which Rillion Support actively takes a stand and act on an Incident.

"Service Credits" means the credits that Customer is entitled to claim in case of deviations from the Service Levels.

"Service Fees" means the monthly Fees for Rillion.

"Service Levels" means the agreed service levels for Rillion Prime and the Support.

"Solution" means a permanent solution, a temporary solution, or a work around.

"**Solution time**" means the time after which Customer can claim Service Credits.

"**Third Party**" means any third party under Customer's responsibility who does not have the role of Administrator. Examples of a Third Party may be Customer's customer, operation supplier or consultant.

"**User**" means each employee or consultant of Customer or Customer Group Companies, or other person designated by Customer as an authorized user to access and use Rillion Prime on Customer's behalf.

"**User Guide**" is always updated in Rillion Customer portal.

1. RILLION INTRODUCTION

Rillion Prime is a cloud service that offers support, control, and automation in the Purchase to Pay (P2P) sub processes:

- Supplier Invoice Management (Invoice)
- Procurement Management (Buyer)
- Invoice to Order-matching (Ordermatching)
- Contract Management (Contract)
- General Document Management and workflow (Document)

Below are the Rillion Prime modules listed with a brief description and available "Purchase to Pay Module options" are marked if included in the initial delivery to Customer.

Detailed and - from time to time – updated User Guides is available at Rillion Customer portal. Login required.

1.1 Invoice Processing - functionality included in Rillion Prime:

Rillion Invoice offers support for supplier invoice management and provides control and automation within the processes of posting, reviewing and approval of supplier invoices, always integrated with one or several Customer systems, for example the ERP-system.

Mobile module is Rillion's alternative, mobile-adjusted web-interface that allows users to manage invoices and other tasks through a mobile or tablet devices.

Mail module allows the user to approve invoices directly in the automated notification mail that announces that invoices are to be handled in Invoice.

Dashboard offers quick process and task overview, graphical KPI's and the ability to manually send out extra reminder mails and to publish information.

1.2 Purchase to Pay Module options:

Any options ordered by Customer are stated in Appendix 3.

Ordermatching automates the handling of order-based invoices. Incoming invoices are matched to purchase orders at header or at line level. Ordermatching retrieves purchase orders from Buyer and/or from any other purchasing system that Customer is using.

Contract automates the handling of periodic, contractual invoices and enables Customer to keep track of supplier contracts, make them available to the organization and send out automatic reminders when a contract is to be reviewed, renegotiated, or terminated.

Buyer is Rillion's procurement system. Purchase requisitions and orders are created, posted and approved in advance and then matched in Ordermatching module against the incoming invoice in Invoice Logg.

Budget adds functionality for handling budget-based purchases in Buyer.

Supports the process of requesting and approving a budget and use it when purchasing in Buyer.

Documents supports set-up of workflows and processes around any type of document or Process that needs to be accessed, approved or handled in a workflow.

E-invoice Enables receiving of e-invoices into Rillion Prime from various VAN-operators.

1.3 Included Utilities:

Rillion OffLine module enables export and delete of invoice records from Rillion. After export, the invoice data is presented in PDF format. OffLine comes with two applications: OffLine Exporter and OffLine Viewer. OffLine Exporter enables export and delete of invoice records, while OffLine Viewer is used to view the exported results.

Rillion Clean-up is a "Clean-up tool" enabling complete removal all data related to a type of record including all sub-records, images, documents and files. The clean-up tool supports GDPR legislation compliance.

1.4 Add on services:

1.4.1 External data capture services

Data capture of paper and PDF invoices can be done by an external partner as a service.

Rillion cooperates with different partners in each region. Consult Rillion sale for scanning partner in your region

Sample of scanning partner in Europe:

- Scancloud: External service for e-invoice receipt and for scanning and interpretation through Rillion's subcontractor Scancloud. Subscription for Scancloud services is signed with Rillion.
- PageroOnline: external service for e-invoice and e-transaction and for scanning and interpretation services via Rillion's partner Pagero AB who has a broad global presence and compliance. Agreements are signed separately with Pagero AB.

1.4.2 Self-managed data capture alternatives

Data capture can be done inhouse, by using 3'rd party scanning applications.

Sample of scanning applications:

- ReadsoftInvoices: Installed OCR software for own interpretation of supplier invoices.
- ReadsoftOnline: Readsoft as a cloud service, OCR software for own interpretation of supplier invoices

Subscription for Readsoft Invoices or ReadsoftOnline is signed with Rillion.

1.4.3 Fraud

Subscription and matching against a list of Warning Listed Suppliers. The feature systematically warns for suppliers who previously issued scam invoices to other companies and organizations (Sweden only).

2. RILLION-SERVICE DESCRIPTION

Rillion Prime is operated through Microsoft Azure with the features described below:

- Rillion Prime
- Data capture/ E-invoice
- Integrations
- Redundant data storage
- Recovery service
- System monitoring
- System security

2.1 Rillion Prime

Software provided by Rillion for automation of various Purchase to Pay (P2P) processes.

2.2 Data Capture/E-Invoice

E-invoices are imported into Rillion Prime from Exchange Service with either SFTP or HTTPS.

Data capture of paper / pdf-formats software connects to Rillion Prime but is not included in Rillion SaaS.

2.3 Integrations

Integrations are made available via standard Rillion interfaces. Rillion services include maintenance, operations, and availability of the standard integration interfaces in Rillion product.

2.4 Redundant Data Storage

All Customer Content in the Rillion platform is stored using Azure Local Redundant Storage (LRS), containing multiple copies in the same data center environment to minimize risk of data loss or physical data corruption.

2.5 Recovery Service

Customer's Content is stored in states once a day which could be recovered if needed. Recovery is available for 30 days. Customer must ensure that original Content from connecting systems/ERP:s or other Customer systems content is available outside Rillion and possible to re-read into Rillion for further handling.

All backup data is stored on Geo Redundant Storage (GRS) that is replicated across multiple geographically separated Azure regions and data center.

2.6 System Monitoring

System components such as servers and related services performance are monitored in real time by Rillion personnel during Business Hours on Business Days (as defined below in section “Availability to Rillion Prime” below) Various system alarms will trigger on predefined levels supporting quick handling of critical system issues. The availability of Rillion Prime is monitored and measured every 5 minutes.

2.7 System Security

See separate document ‘Data security in Rillion Prime’

2.8 Access

Rillion is accessible from different devices (PC, mobile, tablet), see ‘Data security in Rillion Prime.’

2.9 Authentication

Authentication is controlled through identities and roles in the Rillion Prime cloud service which supports a strong password control. Authorization is separated in two parts, operations and data. The permissions are given to roles. Each role can be used by one or several users. Each user can be part of one or several roles.

2.10 Single sign on (SSO)

User authentication for Rillion is based on Rillion Identity Server that can manage both local and external identities. To achieve SSO functionality, Rillion Identity Server can act as a so-called federation gateway to one or more external identity providers located in the customers infrastructure or cloud. If used, the external identity providers are supplied by the customer and all related configuration and licensing on customer side is on customers responsibility.

2.11 Deployment environment

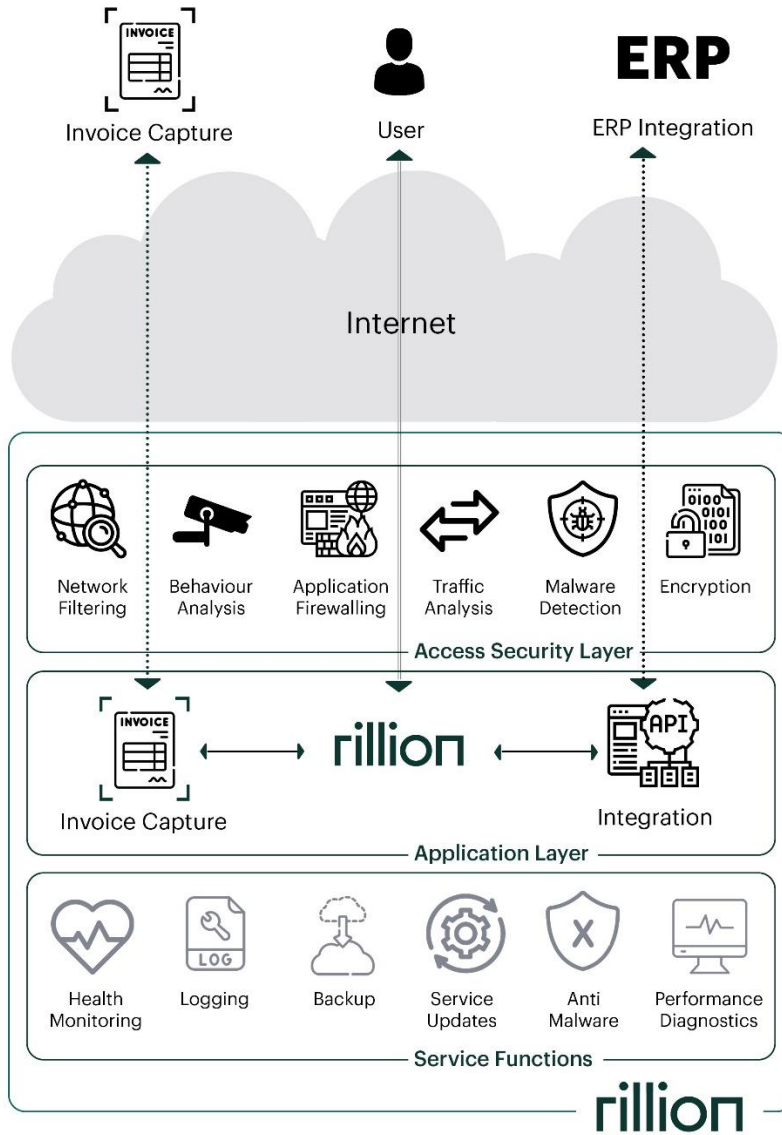
Rillion use Microsoft Azure. Taking advantages of the technologies provided in Microsoft Azure Platform enables Rillion to build, host and scale applications in Microsoft data centres in a most efficient way.

2.12 Limitations

Any recovery process does not include synchronization with systems integrated with Rillion.

Integration services with external system is not included if not specifically stated in contract.

Rillion:



3. RILLION - AVAILABILITY

3.1 Scope

This section describes the Availability levels of Rillion.

3.2 Definitions

Below is an explanation of the terms used in this section:

Service Window: The time frame Rillion reserves to perform scheduled maintenance of Rillion Prime. Service windows are not counted in the Availability period

Availability/Available: Availability is defined as Customer's ability to login to Rillion Prime.

Service time: The time Rillion Prime is guaranteed as Available during a measurement period.

Down time: Service has been unavailable during a Measurement period

Measurement period: Calendar month

3.3 Service Availability

Service Availability (production environment)	99,5%
Service time	7/24/365, with the exception for Service Windows and Rillion Upgrade
Service window	According to service schedule in Rillion service portal
Service Credits	
Below 99,5% but above 97%	5% of monthly Service fee
Below 97% but above 95%	10% of monthly Service fee
Below 95%	25% of monthly Service fee

If the Availability of Rillion Prime falls below the Availability levels Customer are entitled to claim financial compensation in the form of Service Credits as described above. Service Credits are based on the current monthly Service Fee and is calculated according to above. The Availability of Rillion Prime is monitored and measured every 5 minutes by Rillion.

Maintenance of Rillion Prime through Defect corrections is described below under the Rillion Support section.

Service Credits are Customer's sole and exclusive remedy for any breach of Service Availability.

3.4 Availability Calculation

The Availability of Rillion Prime is measured every 5 minutes by Rillion.

Availability of Rillion Prime is calculated as below.

$$\frac{(\text{Service time} - \text{Downtime})}{\text{Service Time}} = \textit{Service Availability}$$

3.5 Limitations

- a) Any interference caused by inaccuracies in Customer's infrastructure is excluded in the Availability calculation.
- b) Customer shall be responsible for the maintenance, use and availability of their own network connection to the Service.

Rillion reserves the right to perform necessary measures in Rillion Prime in the event of a serious threat to the service, during which time the Customer's access to Rillion Prime may be temporarily restricted. Rillion will notify any such updates in Rillion service portal prior to update. Such Interruption shall not be taken into account in calculating Rillion Availability.

- c) Rillion reserves the right to improve, enhance, modify, and make commercially reasonable changes to the Service. Rillion will notify Customer in advance of changes to the Service if such changes will materially affect the manner in which the Partner and its Customer uses the Service or the manner in which the Service operates or performs.
- d) The total monthly service credit amount can never exceed 50% of subscription fee.
- e) If SSO is implemented as part of Rillion Prime the functionality of authentication is dependent on Customer Authentication Provider. Rillion will not take the responsibility for the potential downtime related to authentication issues caused by malfunction on Customer side.

4. RILLION SUPPORT

4.1 Rillion Support introduction

Rillion Support's organisation consists of 3 levels. 1:st and 2:nd line handles incoming incidents and escalate if necessary to 3:rd line who has access to R&D and other resources if needed.

Support is provided in Swedish, Finnish, Danish or English.

- Customer's Users contact Customer's Administrator for support. The Administrator contact Rillion Support if needed.
- The Administrator have login information to Rillion Helpdesk system provided by Rillion Support and a case is initiated by an Incident being registered in Rillion Helpdesk.
- In Rillion 's Helpdesk system, the Administrator can follow the Incident and in parallel have contact with Rillion Support through the Helpdesk system and by telephone and mail.
- The case number obtained when registering an Incident is the key to all communication around the Incident.

Detailed information with login details, phone numbers and web links etc. is provided in connection with Customer entering into production with Rillion and thereby being handed over from Rillion 's delivery and project organization to Rillion Support. The handover takes place in an information meeting with the Customer at the end of the implementation project.

4.2 Included under Rillion Support

Correction of Defects is included in the monthly fee under Rillion Support, also simpler usability support is given to Customer's Administrator.

The Customer will have access to Rillion's Helpdesk system and support organisation.

Manuals, tutorials, Q/A:s, release notes and general documentation will be available through Rillion's Customer Portal.

4.3 Response times Rillion Support

Rillion Support will confirm receipt of an incident and act within the Response times specified below.

Priority	Response time
<p>1. Outage</p> <p>Deviations from the Functional Description which causes complete downtime of the Products. Not possible for any users to work in the system. There is no workaround solution available for the customer. Personal Data Breach. Business critical</p>	2 Business hours
<p>2. Critical</p> <p>Deviations from the Functional Description that have an aggravating effect on the use of the Products. Affects key functionality or a majority of overall users. Risk of becoming business critical.</p>	8 Business hours
<p>3. Medium</p> <p>Deviations from the Functional Description and adaption documentation that have considerable effect on the use of the product. Reduced functionality due to errors and/or effects more than 25% of overall users. Business impact is low. A workaround is available for the customer.</p>	16 Business hours
<p>4. Low</p> <p>Non-significant effect on the functionality of the system. Effects only individual users or single documents. Non-critical functions of the system No business impact. No actual business impacts.</p>	40 Business hours
<p>Personal Breach</p> <p>If a priority for Personal Breach is confirmed, Rillion will act on the incident according to the guidelines and requirements stipulated by the GDPR legislation.</p>	

For Incidents relating to a Defect with confirmed Priority 1 or 2 as described above, the work begins and are ongoing continuously with high priority until the Defect is resolved (Solution).

A Solution of a Defect can be permanent, temporary or show a way to bypass the Defect (so-called work around). In the case of a temporary solution or a work around, Rillion will provide Customer within 15 Business Days with a plan for when and how a Solution becomes permanent. Applies to Defects with set Priority 1 and 2.

Rillion reserves the right to change the classification (Priority 1, 2, 3 or 4) that the Customer initially stated in an Incident. Any adjustment of an assigned classification and reason for the adjustment shall be notified to Customer.

A confirmed Personal Breach is handled in accordance with Priority 1 and until the case is closed

4.4 Terms and conditions for Rillion Support

4.4.1 Customer commitments

The Customer reports designated Administrators to Rillion Support and in return, the Customer receives login information for Rillion 's Helpdesk system and instructions.

The Customer is responsible for ensuring that all incidents are initially registered in Rillion's Helpdesk system and that the case number obtained is used in continued communication through the Helpdesk system, by phone or email.

The Customer is responsible for initiating and confirming contact with any Third Party who needs to be in contact with Rillion Support.

Customer accepts that Customer's Administrator(s) is authorized to:

- Log in, register, and follow up Incidents in Rillion 's Helpdesk system
- Order services, trainings, or changes to Rillion Prime settings
- Confirm any costs that may will be invoiced for services performed to the Customer
- Initiate / request Rillion Support's contact with any Third Party
- Request registration of additional Administrators

The Customer is responsible for ensuring that the Customer's Users follow the technical and user guidelines for Rillion as described in the Documentation, User Guides, and any associated release notes.

The Customer shall provide Rillion Support with a name and function of the primary contact who during the Customer's normal business hours shall be Rillion Support's main contact person.

4.4.2 Rillion Support commitments

Rillion Support shall provide the infrastructure needed for a benefitable cooperation with processes, routines, personnel, and associated documentation to promote the use of Rillion and give efficient support.

Rillion shall offer and provide various relevant services and documentation in connection with the support, such as consulting, education, FAQ:s, descriptions and manuals.

4.4.3 Service Credits

If Rillion 's functionality is limited due to a Defect, the Customer shall be entitled to claim Service Credits. Service Credits are based on a share of the monthly fee per day that a Defect remains unsolved. Service Credits applies according to below. Limitations according to chapter 3.5

Priority	Solution time of Defects where after the Customer are entitled to claim Service Credits	Service Credits
1. Outage	<i>1 Business Day Deviations from the Functional Description which causes complete downtime of the Products. Not possible for any users to work in the system. There is no workaround solution available for the customer. Personal Data Breach. Business critical</i>	5% of the monthly fee per day from Business Day 2
2. Critical	<i>4 Business Days Deviations from the Functional Description that have an aggravating effect on the use of the Products. Affects key functionality or a majority of overall users. Risk of becoming business critical.</i>	1% of the monthly fee per day from Business Day 5

If Rillion has not delivered a Solution within these thirty (30) Business days, the Customer shall be entitled to terminate the agreement in accordance with the provisions of the Agreement.

4.4.4 Terms for Rillion Support

All Support is conditional upon Customer registering an Incident in Rillion's Helpdesk system.

Customers designated Administrator(s) must have undergone training in Rillion Prime or otherwise obtained equivalent knowledge and are the only Users that are entitled to contact Rillion Support, log in and register Incidents in Rillion's Helpdesk system.

If an Incident occurs out of any circumstances according to Clause 14.5 in Appendix 1, the time spent for handling the Incident may be charged to the Customer.

Response times are calculated during Business Days and Business Hours. Any time during which Rillion Support waits response or information from Customer or from any Third Party is considered as waiting time and is deducted from the calculation of Solution times.

Recurring requests for usability support covered by manuals or requests for longer, more complex reviews may be charged to the Customer or imply that Rillion Support recommends the Customer training.

Rillion reserves the right to use sub-consultants for the execution of the support. However, Rillion shall be fully liable for all Rillion 's obligations when hiring a sub-consultant.