

TERMS OF SERVICE

(March 2018)

PROVISIONS APPLICABLE TO ALL SERVICES

This Agreement consists entirely of these Terms of Service and the Specific Terms, which are incorporated herein by reference ("Agreement"), between Customer and **Esker Australia Pty Ltd** ("Esker"), (hereinafter collectively referred to as "the Parties"), and states the terms that govern the use of services supplied by Esker. The Customer terms of purchase shall not apply to this Agreement.

Esker is a Limited company, registered under ACN 079 529 481, existing under the laws of New South Wales, and having its principal place of business at Suite 1502, Level 15, 227 Elizabeth Street Sydney NSW 2000 (Australia).

Esker offers web-based software solutions enabling customers to send, receive and/or archive Documents (Postal Mail, Inbound Fax, Outbound Fax, Electronic Mail, Short Message Service) through the said application. Esker also offers business automation process services such as Accounts Payable, Sales Orders and Accounts Receivable.

In agreeing to the terms of this Agreement or by using the Service, Customer acknowledges that it has read, understood, and agrees to be bound by this Agreement. By accepting this Agreement, Customer represents and warrants that: (a) the information provided by Customer to Esker is true and correct in all respects and that Customer will keep Esker informed of any changes thereof, and (b) the person who accepted the Agreement is the representative who has full authority to bind the Customer to this Agreement.

1. DEFINITIONS

Throughout this Agreement the following words shall have the following meanings unless the context otherwise requires:

"Customer" means any natural or legal person acting as a skilled professional in the exercise of its professional activity, and intending to entrust the provision of certain document transport services to Esker. This Agreement is concluded for the exclusive requirements of Customer's own internal business operations, with the exception of its subsidiaries and/or any affiliates, unless otherwise mutually agreed in writing between the Parties.

"Document" means any incoming and outgoing document (e.g. a letter, fax, invoice or sales order) submitted to Esker via a secure Internet connection for processing, delivery to a recipient and/or electronic archiving.

"Functional Specifications" refers to the technical documentation available on demand, exposing the main characteristics of the process automation services (AP, SOP, AR, PA).

"Hosted Rule(s)" means a rule or set of rules created by Esker at Customer's request for a custom business automation process service.

"Specific Terms" means Customer's contact information as well as itemised applicable Service fees, the specific web-based software solutions and/or business automation process services purchased by Customer, and the term of the Agreement.

"Technical Platform" means a group of infrastructures, composed of software and hardware and designed to run the Service.

"The Service" means the service(s) provided by Esker, distributed under the Esker on Demand brand.

"User Interface" means the Esker portal that Customer uses to manage its account, its contacts and the follow-up of its processed Documents.

2. ACCESS TO THE ESKER ON DEMAND SERVICE AND LICENSE GRANT

2.1 Customer registration

Customer shall be deemed to be registered for access to the Service(s) upon receipt of the Agreement by Esker, consisting of the following elements: (a) the Specific Terms duly signed by an authorised person, (b) the accepted present Terms of Service.

2.2 Username and password

Upon receipt of all documents specified in section 2.1, Esker shall provide Customer with an email containing a username and a link allowing Customer to create its password that grants access to the Service. Each username and password are considered Confidential Information within the meaning of the "Confidential Information" clause below. Customer is entirely responsible for maintaining the confidentiality of its username and password and shall take all necessary measures to prevent any disclosure thereof to unauthorised third parties.

2.3 Right to access

In consideration of Customer's payment of the Service fees, Esker grants Customer a personal, non-transferrable, non-exclusive right of use of the Service, for the sole purpose of processing and storing Documents for its internal needs, during the term of this Agreement.

Esker may, at any time and for any reason, require evidence from Customer of compliance with the terms of this Agreement.

3. TERM AND TERMINATION

3.1 Term

Except as mentioned in the Specific Terms, this Agreement shall be effective from its date of signature and is entered into for an initial term of 5 years.

Thereafter, this Agreement shall renew for successive 12-month terms unless either party gives notice of termination as provided herein.

3.2 Termination

Either party may terminate this Agreement for convenience by providing the other party with a minimum of sixty (60) days advance written notice.

In the event either Party materially breaches any of its contractual obligations in this Agreement at any time, the non-breaching Party will give formal notice to the breaching Party by registered letter with return receipt, to cure the material breach within 15 days. If the breaching Party fails to cure said material breach within the aforementioned deadline, the non-breaching Party may ipso jure terminate the Agreement immediately by registered letter with return receipt, without any additional formality.

Notwithstanding the foregoing, if the breaching Party is in breach of any material term of this Agreement which is incapable of remedy, the non-breaching Party may ipso jure serve written notice on the breaching Party terminating this Agreement with immediate effect.

3.3 Consequences of early termination

Upon any termination of this Agreement for whatever reason, Customer shall forthwith pay Esker all amounts outstanding for services rendered prior to the date of termination. Each party will return to the other party any confidential information (as defined in clause 9 below) of that party.

Moreover, if this Agreement is terminated prior to completion of the Initial Term for any reason other than due to Esker's default:

- Customer, having paid the annual subscription fee at the beginning of the Subscription Year, will not be entitled to any refund whatsoever. For example, if such termination occurs 3 months into a Subscription Year, Esker will not charge Customer any termination charge nor will Esker refund any fees related to the Annual Subscription Fee.
- Where Customer provides notice at least 60 Business Days prior to the end of a Subscription Year that it wishes to terminate this Agreement, then Esker will invoice Customer for the next Subscription Year. This notice is to be given in writing. Where Customer gives notice of termination in accordance with this sub-section (b), Customer shall be liable for a termination charge of one annual subscription fee.

For the purposes of this clause (and where otherwise used in this Agreement), **Subscription Year** means a 12 month period commencing on the Effective Date, and for each year thereafter, a 12 month period commencing on the anniversary of each Effective Date (for example, if the Effective Date is 1 February 2019, the first Subscription Year is 1 February 2019 to 31 January 2020, and the second Subscription Year is 1 February 2020 to 31 January 2021).

4. PRICING AND INVOICING

4.1 Fees and price variation

The Prices payable under this Agreement are detailed in the Specific Terms and shall be increased annually on the first day of the month following the Agreement anniversary date by indexation on the Consumer price Index published by the Australian Bureau of Statistics under the heading "All Groups" for Sydney (CPI, basis of 100: index published one year before).

Notwithstanding the foregoing, Esker reserves the right to apply a higher increase at any time, should either raw material (paper, etc.) or telecommunication costs increase by more than 5%. Said price revision shall take effect 10 days after notification to Customer.

When applicable, a service fee will apply to any Esker invoices uploaded to a Customer or third-party portal. In the event Customer uses a service transport or business process not specified in Specific Terms, then Esker shall invoice Customer for that service transport or business process at Esker's then current suggested retail price, available upon request.

All prices quoted are exclusive of GST, unless otherwise stated. Customer must pay the GST applicable on any fee subject to Esker providing a valid tax invoice, in accordance with the New Tax System (Goods and Services Tax) Act 1999.

4.2 General terms of invoicing

The Service is invoiced yearly upfront. The yearly invoice is generated on the anniversary of the contract sign off date.

4.3 Electronic invoicing

In accordance with the applicable law, Customer hereby agrees to receive invoices in electronic form from Esker which offers ten (10) years free online access to its electronic archive. Customer may modify the E-invoicing e-mail address or revoke the electronic invoicing option at any time on the web portal made available by Esker at www.esker.com/myinvoices. Customer agrees to treat these e-invoices as originals for tax purposes, and acknowledges having been informed of the conditions governing the e-invoice archiving solution.

4.4 Disputes

Customer may follow-up the delivery status of its Documents in the User Interface during a period of 60 days. Provided that Customer is billed at the end of each month, any dispute over an Esker invoice shall be delivered in writing by Customer to Esker within 30 days from receipt of the invoice. Any request shall contain evidence which substantiates its validity. The absence of any objection to the invoice within such timeframe shall constitute an irrevocable waiver of any challenge as to the acceptance of such invoice or the fees contained therein by Customer.

5. TERMS AND CONDITIONS OF PAYMENT

Invoices are payable by bank transfer within 30 days of the invoice date. In the event Customer disputes an invoice, such dispute shall be sent to Esker by email or fax and shall contain any evidence which substantiates this dispute. In any case, Customer undertakes to pay the undisputed portion of the invoice.

Esker may suspend the performance of the Service in the event of any overdue amount owed by Customer through no fault of Esker.

Any undisputed amount not paid when due shall automatically and without notice, incur simple interest calculated at the general interest charge rate published by the Australian Taxation Office.

The Customer shall pay all bank fees associated with the payment of Esker's invoices.

In case of financial hardship or payment default, Esker reserves the right to take any and all measures to guarantee payment of its receivables and/or to mitigate its damages (including but not limited to changes to the payment terms).

6. CONDITIONS OF ESKER SERVICE PROVISION

6.1 Availability and maintenance of the Technical Platform

Esker shall use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for planned downtime and any unavailability caused by circumstances beyond Esker's reasonable control, including without limitation force majeure events or Internet service provider failures or delays.

Esker reserves the right to momentarily interrupt the Service for testing, traffic performance enhancement or maintenance purposes. Esker shall schedule maintenance of its Technical Platform to the extent practicable during non-peak usage hours. Any planned unavailability of the Technical Platform exceeding 30 minutes shall be announced by Esker with 3 days' notice on its web site www.trustesker.com, which Customer may visit at any time from its User Interface.

Esker may, at its sole discretion, provide updates, additional features, functionalities and content to improve the Service at any time without notice.

6.2 Document processing

Documents to be processed will be taken into account when Received on the Technical platform. A Document is deemed to be "Received" by Esker when it is received (a) in its entirety on the Esker's technical platform, (b) properly formatted as specified in the online help and (c) without exceeding 10Mb in size, including attached files (3Mb for Emails).

Customer will be informed of the delivery or non-delivery status of its Documents in the User Interface.

6.3 Storage of Documents - Online consultation

By default, Esker will store Documents and Service usage detailed information, serving as a basis for invoicing, available through online consultation for a period of 60 days. During this timeframe Customer may follow the status of its Documents in the User Interface. Customer may download said Documents or information before the expiration of this period.

6.4 Technical support

Esker provides remote standard technical support during Esker's regular business hours, which are from 9:00 a.m. to 5:00 p.m., Australian Eastern Standard Time, excluding public holidays, throughout the duration of the Agreement. Technical support may be contacted at 1 800 002 866 or requests may be sent to support@esker.com.au.

For the purposes of this Agreement, "Problem" means any reproducible incident that occurs during the execution of the Service.

Problem severity Levels

Time to resolution will start when the Technical support receives the Customer's call or email. Then, Esker issues a request number or problem ticket number which identifies the persons making and receiving the request, the date and time of the request, and a brief description including the Priority Level of Problem to be resolved. Customer will provide sufficient information regarding the problem to assist Esker in reproducing the Problem. Customer must provide: (1) a description of the Problem and the functionality that Customer desires achieved; (2) the step-by-step process to reproduce the Problem; and (3) any and all error messages associated with the Problem.

Esker recognises four (4) Problem Severity Levels:

Level 1: Critical Business Impact. Customer cannot reasonably continue to use the Service. Esker's goal is to have an initial response to Customer within two (2) hours of notification.

Level 2: System Degradation. One or more features of the Service are affected, causing disruption of its normal functioning. "System Degradation" is defined as the Service is operable but processing is impeded causing disruption to normal production workflow. Esker's goal is to have an initial response to Customer within four (4) hours of notification.

Level 3: System Inconsistencies. One or more minor features of the Service are affected, causing a minor disruption of its normal functioning. "System Inconsistencies" is defined as all of the Service capabilities are available but there are one (1) or more capabilities producing inconsistent results. Customer incurs minor loss of operational functionality or implementation resources. Esker's goal is to have an initial response to Customer within eight (8) hours of notification.

Level 4: Minor problems. Customer requests information or clarifications regarding the Service, but there is no impact on the operation of the Service — The Problem does not result in a disruption of the Esker Service. Esker's goal is to have an initial response to the Problem within eight (8) hours of its notification.

Esker has the following target resolution times: 48 hours after initial response for Level 1 Problems; 72 hours after initial response for Level 2 Problems; 5 working days after initial response for Level 3 Problems; 10 working days after initial response for Level 4 Problems. Due to the complexity and the possible number of Problems, Customer understands and agrees that Esker does not warrant or guarantee that a response to all Problems will be given, nor does it commit to a result-oriented obligation within a given timeframe.

Exclusions

The technical support services shall not include: (1) the installation of the Service, (2) site visits, (3) any intervention related to the hardware and peripherals installed in association with the Esker Service, (4) any modification or enhancement request of the Service, (5) any intervention on installed third-party software or hardware, including in particular any assistance aimed at integrating the Service with Customer's application or operating system, (6) any intervention related to the interface between Customer's applications of and the Service, (7) the development of applications, mock-ups and templates related to the Service, (8) the development and implementation of hosted rules, (9) hosted rule diagnostic before putting them in production, (10) training, (11) any intervention on highly technical issues such as those related to access restrictions, unavailability of test equipment or unauthorised changes or

alterations of the Service, (12) assistance with the use of third-party software or hardware not distributed by Esker, however acquired, (13) IT services provided remotely or on-site at the Customer.

All such excluded services may be carried out at Customer's request by way of the conclusion of a separate agreement and supplementary invoicing.

24x7 Technical support

In consideration of Customer's payment of the applicable fees specified in the Specific Terms, Customer has the option to receive 24x7 technical support for assistance with issues resulting in a critical impact on operations (LEVEL 1 Problems exclusively).

6.5 Professional services

Parties agree that in the event professional services are required for the installation/implementation of the Service, according to the prices as stated in Specific Terms, the following conditions shall apply, unless otherwise stated in a separate agreement:

Customer shall return to Esker a signed acceptance form within 10 days of reception of such document from Esker. Failure to return this form to Esker within this timeframe will imply acceptance of the services delivered and Esker shall be entitled to invoice said services. In the event Customer believes the professional services are not compliant with the terms of this Agreement, Customer will provide documentary evidence which substantiates the non-acceptance of the services.

Any development made by Esker in accordance with these Professional services are wholly owned by Esker which grants to Customer a personal, non-transferrable, non-exclusive right of use of Professional services during the term of the Agreement.

In order to accommodate change to professional services, if necessary and as mutually agreed upon written change order, additional services can be purchased by Customer at Esker's then going rates an subject to feasibility and availability of Esker 's personnel. Once Professional services have been accepted by Customer, Esker shall correct any defect, free of charge, during a 30 day period (with additional fee if the Problem comes from a Hosted Rule). At the expiration of said period, Customer shall notify any Problem to the Technical Support, as stated in Section 6.4.

In order to benefit from this warranty, Customer must notify Esker in writing within 30 business days of the occurrence of the Problem.

The total cumulative liability of Esker for any damages arising from failure to perform the Professional services is limited to Customer's direct and foreseeable damage, but shall not exceed the total amounts, net of taxes, actually paid to Esker for the installation/implementation of the Service.

Travel expenses shall be charged extra on the basis of actual costs.

7. CUSTOMER'S OBLIGATIONS

Customer is solely responsible for using the Service pursuant to all applicable laws and regulations, and Esker shall under no circumstances be held liable for its failure to do so. In particular, Customer undertakes to comply with the applicable laws and regulations pertaining to unsolicited commercial communications via email, SMS messages or facsimiles.

Any Document shall contain all the compulsory statements required by the applicable laws and regulations and shall respect any intellectual property third party rights, Customer remains solely responsible for (i) the content of Documents as processed by the Service, (ii) determining the advisability of sending a Document, (iii) the choice of the appropriate Service (mail, registered mail, email, SMS or fax), and (iv) the suitable moment of its submission and the adequate utilisation of the Service.

Customer shall use the Esker Service by following the conditions of use included in the online help, any requirements made by Esker, relevant practices, laws and regulations.

Under no circumstances, Esker shall be liable for any third party's claim arising out of, resulting from, or occurring in connection with Customer's use of the Service, including but not limited to a violation of any law, infringement of any intellectual property or other right of any person or entity, and a breach of any part of this Agreement by Customer or any person or entity using Customer's account.

Tax requirements when invoices are issued from the Technical Platform:

When Customer uses Services to issue electronic or paper invoices, Customer shall be fully responsible and liable towards competent tax authorities for the invoice and its GST and other tax implications or applicable law, particularly reporting and paying GST and other applicable taxes.

8. LIABILITY & WARRANTIES

a) The services provided by Esker imply the use of communication networks and the intervention of various providers, on which the smooth operation of the Service depends. Esker shall endeavor to ensure the proper functioning of this production chain, on which largely relies the performance of the Service.

b) Because communication connections between Customer and Esker are the property and responsibility of a third-party, Esker does not warrant the continuity and the quality of such communication connections and no warranty herein shall be subject to the continuity and quality of the provision thereof. Communication connections are subject to suspension without notice for an undeterminable amount of time due to events beyond Esker's control and not due to its fault or negligence. Customer agrees that under no circumstances shall Esker be liable for any failure or malfunction of the communication networks, particularly those causing delays in delivery of Documents and/or total or partial loss or destruction of Customer's data.

c) Documents: Esker shall send the Documents to the designated recipient in the format received. Esker shall under no circumstances make any changes to any Document unless otherwise requested by Customer, with exception of a barcode added to the Document for routing purposes.

d) When providing Document submission services, Esker does not guarantee the reception of said Documents by the designated recipients, which depends on external elements such as postal delivery times, Customer's mail server availability, non-overload of the SIM card memory, etc.

e) Esker's liability is limited to direct and foreseeable damages. Accordingly, Esker shall under no circumstances be held liable for indirect or unforeseeable damages, whether they are material or non-material, in particular for any operating, financial or data loss or for any loss of income, turnover, profit or customers.

f) The total cumulative liability of Esker for any damages arising from failure to perform or improper performance of this Agreement or any other cause attributable to Esker is limited to Customer's direct and foreseeable damage, but shall not exceed the total amounts, net of taxes, actually paid to Esker under this Agreement in the 3 month period immediately preceding the alleged breach.

g) Any invocation of Esker's liability by the Customer shall be made by registered mail with return receipt within 12 months following the event giving rise to such claim. Any fact challenged shall be duly substantiated. Customer releases Esker from any and all liability and claims resulting from misconduct that Customer does not report to Esker in accordance with this procedure.

h) Customer shall act in good faith and in a commercially reasonable manner to mitigate any damages it may suffer. Esker shall not be bound to cover the losses in the event of failure by the Customer to take protective steps after suffering an injury or loss.

9. CONFIDENTIAL INFORMATION - SECURITY

Each party agrees that it shall not disclose to any third party any Confidential information of the other party, which it learns during the course of its performance of this Agreement, without prior written consent of such other party.

"Confidential information" means any information that was not expressly mentioned as being public by the disclosing party, the provisions of this Agreement, documents, files, computer programs or any other source related to the Service or any Documents or files provided to Esker by the Customer in the course of the Agreement.

Confidential information shall not include information: (a) already in possession of the receiving party at the date of its disclosure without a duty of confidentiality, (b) that is, as of the signature date of the Agreement or thereafter, become publicly known, unless the receiving party is the source of the publication, (c) lawfully disclosed by a third party not under any obligation to maintain the confidentiality of either party, (d) independently developed by the receiving party without use of the disclosing party's Confidential information.

This obligation shall survive the termination or expiration of this Agreement for a period of five (5) years.

Notwithstanding the foregoing, this obligation is not applicable if Esker discloses Confidential Information in response to a valid order of a court or other governmental body or any other supervisory or judicial authority, entitled to require such disclosure.

The Parties commit to brief their personnel as well as non-third party entities or legal persons on the confidential nature of the information disclosed by the other party and to bear the responsibility for any disclosure through their fault.

Esker has established a 24/7 infrastructure monitoring team to check several times a day the state of the systems, the condition of the hardware and servers as well as the availability of the web interface. Esker's physical infrastructure relies on server clustering that offers internal redundancy able to handle any hardware failure. Esker opted for a clean room hosting solution of its servers, using an electricity supply system equipped with an emergency generator, and applying adequate fire safety and access control measures. The following procedures secure the confidentiality of Customer's data: (a) transfer of Documents according to the SSL protocol (Secure Socket Layer) ensuring secure data exchanges over the

Internet, (b) automation of processes contributing to minimise the number of persons that interact with the Documents, (c) insertion of confidentiality clauses in the employment contracts of persons that access Documents.

10. PERSONAL DATA

The Parties undertake to comply with and to ensure that the personnel comply with all relevant legislation including the Privacy Act 1988. Personal data that may be collected for the purposes of this Agreement can be used by Esker, its subsidiaries and/or partners who can process the data on behalf of Esker for the purpose of this Agreement. Customer is informed that Esker may send technical materials using personal data of users of the Technical Platform as provided by Customer (Technical contacts, administrators/Users of the Service).

Data subject can exercise its right of access, rectification, deletion or blocking of its personal data upon request.

As a data controller, Customer remains primarily responsible for the processing of the data transmitted to Esker for the purposes of this Agreement, either for personal data of the users of the Service or personal data contained in Documents. Personal data which is disclosed by Customer to Esker is processed by Esker only at the instruction of Customer as Esker is acting as a data processor on behalf of Customer. Customer shall inform individuals (its staff or other individuals whose data is contained in Documents) of the use, processing, or disclosure of their personal data and obtain their explicit consent prior to such use, processing, and disclosure.

As a data processor, Esker has implemented appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.

In the event that the Parties transfer personal data to third countries for the performance of the Agreement, the Parties shall carry out the data in compliance with the applicable data protection law. Customer is informed that Documents and personal data of users of the Service may be stored on servers set up in the United States of America in order to prevent any Service failure. These servers are owned by Esker Inc., a wholly-owned subsidiary of Esker located in the US.

At the end of the Agreement, Esker erases all data disclosed by Customer on the User Interface after a two month storage period unless otherwise decided by Customer by using the Archiving Service.

11. GENERAL PROVISIONS

11.1 Trade references

Esker may refer to Customer's company name, brand and/or logo for trade reference purposes.

11.2 Force majeure

Esker shall not be deemed in default or liable to the Customer for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond Esker's reasonable control including, without limitation, acts of God, orders or acts of any Government authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, sabotage, damage to equipment or facilities, strikes and other industrial disputes (in each case, whether or not relating to Esker's workforce).

In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of one (1) month. Above this one month period, this Agreement is subject to termination by either Party, without indemnity on both sides.

11.3 Assignment and transfer

Neither Party may assign or transfer its rights or obligations hereunder, in whole or in part and whether in return of payment or free of charge, without the prior written consent of the other Party, except in the event of transfers of goodwill, mergers with a non-competitor, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. Any such assignment or transfer is subject to a 30 days written notice to the other Party.

The rights and obligations of this Agreement shall bind and benefit any assignee of the Parties and the assignor shall be held jointly and severally liable for the performance of the Agreement as a whole.

11.4 Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, then such provision shall be deemed unwritten and the legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The Parties shall replace within the shortest possible time the annulled clause by a clause meeting, as closely as possible, the common initial intention and contributing to a balanced business relationship.

11.5 Governing law

This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia. The Parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales over any claim or matter arising under or in connection with this Agreement, even proceedings involving multiple defendants or the introduction of third parties.

11.6 Waiver of contractual right

The failure of any Party at any time to require performance by any other Party of any provision hereof shall not affect in any way the right to require such performance at any time thereafter. Nor shall the waiver by any Party of a breach of any provision thereof be taken or held to be a waiver of the provision itself.

11.7 Entire Agreement – Contract hierarchy - Amendments

This Agreement constitutes the entire agreement between the Parties.

The various contractual documents are listed as follows, in descending order of hierarchical priority:

- The Specific Terms
- The Terms of Service

Any exhibits annexed to the Specific Terms; in the event of doubt, exhibits shall be considered as supplementary to, not in default of, the provisions of the present Agreement.

This Agreement supersedes all prior, oral and/or written understandings, agreements and/or commitments, whether unilateral or bilateral, and having the same purpose as this Agreement.

No amendment or modification of this Agreement shall be made except in writing signed by both Parties.

11.8 Agreement on evidence

The Parties recognise that the legal value of electronic documents is equivalent to that of paper-based documents, and agree not to challenge their reliability, integrity and probative value for the sole reason that the documents are provided in electronic format, and not in paper format.

CONDITIONS OF USE OF THE SERVICE

Only those conditions relating to the transport services selected by Customer in the Specific Terms shall be applicable.

The service levels described below apply to Documents containing pages that do not exceed 300 Kb in size each.

All service transport performance goals specified herein are measured on a calendar month basis. Esker endeavors to supply these service levels no less than 95% of Documents.

12. ARCHIVING SERVICE

"Archiving Service" means a service able to store electronic Documents for the purposes of classification and subsequent online consultation throughout the archive commitment period chosen by Customer. The archive commitment period cannot be changed once Documents have been submitted to Esker Service. Upon Customer request, Esker may register Customer's data onto a DVD-ROM or any other storage medium in line with current practices at the time of the request.

12.1 Invoicing

Archiving fees is included in the yearly subscription fee.

12.2 Service level objectives and limitations

Once the Documents are processed and ready for archiving, Esker's goal is to record and make the latter available in its archive within 10 minutes, provided that the submitted volumes do not exceed 150 Documents of 300 Kb per period of 10 minutes.

Esker undertakes to provide an Archiving Service with a high level of reliability in accordance with the following criteria: integrity and authenticity of the archived Document, security in terms of system redundancy and data duplication, durability of archived data, confidentiality, accessibility of the data and quality of recovery, destruction of data upon expiration of the archiving duration, traceability of all stages involved in the archive creation. Esker will keep record of the details relating to archived data throughout the archiving period applicable to that data. Storage of Documents shall expire on December 31 of the last year of the archive commitment period.

Before expiry of the archive commitment period and upon request of the Customer, Esker may register archived Documents onto DVDs. Otherwise, Documents will be destroyed. Customer may transfer its data onto a DVD before expiry of the Archive Commitment Period chosen when submitting said Documents.

Parties agree that the Documents need to remain available for audit or tax control purposes. Electronic archives will be made accessible online by Esker for the archiving period chosen when submitting the Documents to be archived.

In the event of customer data destruction or loss (for customers who subscribe to the Archiving Service) by the exclusive fault of Esker, the latter shall recover data from Esker's last backup.

13. PURCHASING AUTOMATION SERVICE

"Purchasing Automation (PR) process" or **"Purchasing Request"** is a service that automates the purchasing process, from the initial purchase request with its approval, to the order. This application is detailed in the Functional Specifications.

An usage fee is included in the annual subscription fee and includes (a) the creation of the purchase form, (b) all workflow approvals, (c) generation of the purchase order, and (d) sending the purchase order to a third party via email (If Customer requires archiving or third party notification be sent via the fax or mail service transports, separate charges will apply).

14. ACCOUNTS PAYABLE SERVICE

"Accounts Payable (AP) Service" means an application that automates the process of Customer's vendor invoices, from the receipt of the vendor invoice to the update of the Customer's information systems, as detailed in the Functional Specifications.

14.1 Invoicing

Pricing includes (a) a usage fees per Document, unlimited Prices includes archiving fees.

14.2 Service level objectives and limitations

Esker's goal is to process vendor invoices within 10 minutes of their receipt on Technical Platform, provided that the volume of Documents does not exceed 100 pages every 10 minutes.