



Therefore Online Service Description

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1 Service Description for Therefore™ Online

This document describes the Therefore™ Online as sold by Canon and Canon Approved Sources.

1.1 The Service

Upon payment of the Charges, Canon shall provide access to the Therefore™ Online document management system (the "Service") as described in this document (the "Service Description"). The Service may also be referred to in some documents as the "Services".

1.2 Governing Agreement

This Service Description is subject to the terms of the [INSERT NAME OF NSO GOVERNING AGREEMENT] relating to the Services referenced in the Order, including any applicable Supplemental End User License Agreement or other addenda associated with the Canon Service (the "Agreement").

The contract governing the provision of this Service is the one between Customer and Canon. Canon should provide this document to Customer.

1.3 Order

An "Order" means a written or electronic order to Canon for the Service, to be provided by Canon under the Agreement. Such accompanying Order will reference this Service Description and will detail the quantity, type, pricing, payment terms, and any applicable base and/or capacity commitments by Customer.

1.4 Order of Precedence

Customer will have the right to use the Service for the term specified in the Order, subject to the conditions of the Agreement and this Service Description. If there is a conflict between the Agreement and this Service Description, this Service Description will take priority over the Agreement.

1.5 Defined Terms

Unless otherwise defined in the body of this Service Description, capitalized terms used in this Service Description are defined in the Glossary of Terms in the Agreement.

1.5.1 Responsibility Apportionment

In any table apportioning responsibility, if both boxes are marked, then each party shall be responsible for that task. If a box is labelled as "Assist" it means that the party will provide reasonable assistance and information to the responsible party to perform that task or responsibility.

2 Overview & Key Features

2.1 Service Overview

The Service described in this document delivers a web-based content and process management platform allowing customers to manage and streamline all aspects of documents and information lifecycle (capture, management, security, accessibility, automation and analytics). It provides ability to setup tailor-made workflows and applications to support and optimise customer business processes.

2.1.1 Service Delivery Method

The Therefore™ Online software distribution model is Software as a Service (SaaS). The Service Provider (Canon or its nominated subcontractor) hosts, manages and makes the application available to the customer over the internet.

In addition, there are some optional components of the Service which can be installed in customer environment, such as:

Included in the service

- Therefore™ Installed Client – Windows desktop software for accessing documents in Therefore Online including integration (plug-ins) to MS Office
- Therefore™ Solution Designer - administration tool (PC application) for the customer administrator
- Therefore™ Go app – Mobile application for iOS or Android devices to access and manage the documents and assigned (workflow)tasks.

Optional (licence purchase required)

- Therefore™ Capture Client – Windows desktop software for capturing / scanning documents
- Therefore™ Universal Connector – Windows software for smart Integration with 3rd party software – i.e. to retrieve/save information from/to ERP
- Application for scanning to or printing directly from Canon imageRUNNER ADV/DX devices to Therefore Online

The Service is delivered as a multi-tenant public cloud service in a SaaS model. Each tenant is provisioned by the Service Provider and provided to the Customer via the applicable sales channel in a ready-to-use state. The on-premise software components are made available as part of the online service onboarding and needs to be downloaded and installed in the customer environment.

2.1.2 Service updates

The Service includes regular automatic updates to the cloud services. The maintenance windows are published on and can be subscribed to via the Therefore™ Online status page:

<https://status.thereforeonline.com/>

2.1.3 Access

The Customer will have the right to access their own environment and their data.

2.1.4 Content Ownership

Customer retains ownership and responsibility of Customer's Content hosted by the Service Provider for Customer's account as part of the Service.

As a function of the Service, Customer and End Users may have access to other Canon Content provided via the Service ("Canon Content").

Ownership of each party's respective Content remains with its respective owners and no rights to Canon Content are transferred via access through the Service or by any other means.

2.1.5 Content location

The application, database, documents and related information are all hosted and stored in datacentres located in the European Union.

2.2 Key Features & Services

Therefore Online consists of several services listed below which can be combined to create to create perfect solution. More detailed information is available in the Therefore™ user guide available online at <https://www.therefore.net/help/>

2.2.1 Capture

Document and information in paper or electronic form can be captured or saved to the Service and utilised in electronic format using the included or optional tools such as:

Included

- Therefore™ Web Client – access and management of documents and workflows via a web browser
- Therefore™ Go app – mobile app for accessing and capturing information on the move.
- Therefore™ eForms – web-based forms enabling collection of user input

Optional (licence required)

- Therefore™ Capture - Windows PC client allows users to scan and index information
- Therefore™ MFP application - allows scanning directly from compatible Canon Multifunction Printers (MEAP based).
- Therefore™ Content Connector and Document Loader – for electronic documents import
- Therefore™ Smart Capture – automated data extraction from invoices using AI

2.2.2 Access

Data stored in the Service is accessible through multiple channels, including installed and web-based clients, mobile apps, third-party integrations, export/send functionality, and a client-facing document portal.

User access is provided via:

- Concurrent Licence – allows 1 simultaneous access to the system for the group of users and adds 10GB of storage to the tenant
- Named Licence - associated with a specific user to ensure access at any time and adds 10GB of storage to the tenant
- Read Only Licence – for concurrent users who will only view documents (no editing or workflow participation), no storage included
- Portal licence - enables read only information sharing with unlimited number of external users

2.2.3 Secure Repository

Documents in the Services repository are safely and securely stored to prevent unauthorised access or illegal tampering. The repository supports document recovery in case of disaster scenarios. Retention policies help Customer to comply with regulatory requirements.

2.2.4 Document Collaboration

Collaboration is supported by versioning, check-in/check-out, and a complete history of every document.

2.2.5 Workflow automation

The Service allows Customer to streamline operations and boost productivity by automating core business processes. The powerful workflow engine allows complex work processes to be automated, ensuring consistency and thoroughness.

2.2.6 Business Analytics

Scheduled and ad-hoc reports and data tracking through live dashboards provides visibility and allows to make insight-driven decisions.

2.2.7 Integrations

The Service supports integrations with 3rd party applications:

Included

- Microsoft® Office (plug-ins to Word, PowerPoint, Excel and Outlook)
- Microsoft® Power BI (enables sending data to Power BI to be visualised)
- Native connectors for popular electronic signature providers
- Kofax Power PDF plug-in

Optional (licence required):

- Therefore™ Content Connector (allowing connections to popular services such as OneDrive, Google Drive, Dropbox, Box)
- Therefore™ Universal Connector (allows no-code, integration with 3rd party applications)

- Microsoft® Exchange Server Connector
- Microsoft® SharePoint Connector
- Microsoft Dynamics NAV® and Dynamics Business Central Connector
- SAP Connector
- Kofax Capture Connector

Support for additional connectors developed within other applications such as uniFLOW connector for Therefore™.

2.3 Exclusions

Products and services that are not expressly set forth in this Service Description are excluded from the Service, including, without limitation, the following:

1. Customer's connectivity to the Internet, connectivity between Customer sites, or any equipment necessary for Customer to establish such connectivity
2. Any equipment on a customer's premises
3. All third-party software and equipment such as scanner, web browser, firewalls etc. correct installation and configuration to allow traffic to the Service and to be able to send e-mail (if applicable).
4. All 3rd party systems with Customer data that is fed into the Service (i.e. customer ERP system). Customer is responsible for setting up potentially needed channel between Therefore™ Online and integrated systems and for all ERP system cleanouts and updates
5. Those items listed as Customer responsibility in this Service Description.
6. Performance by Canon of any on-site services

2.4 Service requirements

A minimum broadband connection (generally defined as 25-30 Mbit/s) is recommended. However, bandwidth needs will increase based on the number of documents scanned/saved/retrieved every day, and the number of users connecting to the system.

2.5 Changes to the Service

Canon may change the Service provided such change does not materially reduce the End User features or functionality of the Service.

3 Components

3.1 Infrastructure and Software

Service Provider will:

1. Provide the Service as described herein
2. Operates and monitors the Service infrastructure

3. Grants administrator access only to the appropriate Canon employees and contractors responsible for managing the Service
4. Provide and secure the relevant nodes for the Service servers
5. Ensure back-ups of Customer's Content on a scheduled basis
6. Implements updates and upgrades to the online environment of the Service (SaaS) to ensure the highest possible level of security and robustness
7. Provide functionality such that Customer's Content will be hosted on a commercial and publicly available cloud service
8. Implement reasonable and appropriate measures designed to help secure Customer's Content against accidental or unlawful loss, access or disclosure
9. Provide access for customers to the latest releases on the on-premise software tools related to the Service.

3.2 Service Activation and Service Support Operations.

Canon will:

1. Provision the Service and give access via Canon to the customer's Customer Administrators
2. Provide training materials for Customer Administrators and End Users
3. Provide the opportunity to export Customer's Content for the Customer upon termination or expiry of the Service
4. Use commercially reasonable efforts to ensure that the Service's infrastructure is current to industry standard security patches

4 Infrastructure and Administration

Responsibilities for infrastructure and administration of the Service are outlined in the table below.

4.1 Infrastructure

Responsibility or Task	Customer	Canon
Managed components and systems monitoring		X
Managed components incident management		X
Managed components problem management		X
End User support	X	
Customer support		X
Change management		X
Software support		X

4.2 System Administration

Responsibility or Task	Customer	Canon
Customer's connectivity to the internet, connectivity between Customer sites, or any equipment necessary for Customer to establish such connectivity	X	
Administer End User access	X	
Provide certificate-based access for HTTPS		X
Manage Customer Administrator access to the Service	X	
Define infrastructure-level Service roles		X

4.3 Service Change Management

Canon has established change management processes and will plan and implement changes to the Service accordingly. Responsibilities and Tasks for Service Change Management of the Service are outlined in the table below.

Responsibility or Task	Customer	Canon
Notify the other party of changes to its environment that could materially impact Customers or End Users. Canon will use commercially reasonable efforts to notify Customer at least 48 hours in advance of changes outside the normal Maintenance Window. Customers are responsible for notifying End Users.	X	X
Create change plan with elements such as change classification, anticipated benefits, risk identification, assessment and mitigation plan, rollback/contingency plan if there are material issues with the change, and similar elements		X
Notify Canon of Service updates, material changes to the Service or changes that require Customer action/support	X	
Notify Customer of new functionality, steps required to setup new capabilities, usage instructions and benefits/advantages		X
Notify End Users of new functionality, steps required to setup new capabilities, usage instructions and benefits/advantages	X	
Notify of scheduled Maintenance Windows to Customer from Canon		X
Reporting on the Service availability (SLA reporting)		X
General communications to Customer about the Service		X
General communications to End Users	X	

5 Service Activation and Service Support Operations

5.1 Service Activation

Service Activation is the process to make the Service ready for use by Customer. Responsibilities and Tasks for Service Activation are outlined in the table below.

Responsibility or Task	Customer	Canon
Core services upgrades, patching, and configuration of the Services and features		X
Customer instance / Tenant creation		X
Customer Administrator provisioning		X
End User provisioning	X	X
End User access validation	X	
Customer Administrator access validation	X	
Initial Services setup & configuration	X	X
Configuration and testing ready for End User access	X	X

5.2 Service Support Operations - Incident Management

Canon will monitor the Service and provide support to Customer for Incidents that may adversely affect the availability of the Service. When an Incident is reported or discovered, the parties will work together to resolve the Incident. Responsibilities and Tasks for Service Support Operations are outlined in the table below.

Responsibility or Task	Customer	Canon
Monitor the performance of the Service and respond to alerts generated by the operating environment		x
Investigate alerts when triggered during applicable support hours. If required, log the issue as an Incident and begin Incident management process.		x
Inform Canon the Service isn't working properly or is unavailable if a notice from Canon was not received	X	
Confirm the issue is not related to Customer's network or application environment, or Customer's third-party providers (e.g. applications or internet connectivity).	x	
Provide up-to-date support contact details to which to submit Incidents.		X
Provide contact information to notify Incidents		X
Verify (and if necessary, update) Incident based on impact and urgency.		x

Send notification to Customer of an Incident using the contact information provided.		x
Troubleshoot the Incident		x
Communicate status of Incident to Customer		X
Communicate status of Incident to Customer End Users	X	
Make commercially reasonable efforts promptly to implement Incident resolution or Workaround plan		x
Close the Incident when it is Resolved and communicated to customer		x

5.3 Service Support Operations - Problem Management

Responsibility or Task	Customer	Canon
Analyse Incident trend to identify patterns and group recurring Incidents into Problem(s)		x
Provide reasonably requested additional details on Incidents (e.g. other activities occurring, third party software interactions, etc.),	x	
Conduct a root cause analysis of Problems	Assist	x
Conduct testing to determine root cause of Problem(s)	Assist	x
Propose and create Workaround solutions or patches for the Service		x
Create maintenance releases and make them available to Customer		x
Implement updates or maintenance releases to the application		x
Schedule and make available an ad hoc Maintenance Window to implement changes to Resolve Problems with Customer's instance / Tenant	X	x
Implement changes to the Service to Resolve Problems with the Service		x

5.4 Canon Software Support

Details about the Canon Software Support provided as part of this service are set out in the relevant Canon Software Support Description for the Service(s) as set out in the Agreement.

6 Service availability

6.1.1 Availability definition and measurement

The Service is considered "Available" when the Service is available for access by the Customer. Availability, expressed as a percentage, is calculated as the total number of contracted minutes in a contract month, minus the total number of minutes of ("Downtime" as defined below) in that month, divided by the total number of contracted minutes in that month.

“Downtime” shall be defined as the total accrued contracted minutes where the Customer is unable to access the Services or where the Customer is unable to access the Service as confirmed by the Services systems logs.

Access means an End User can log in to the Service with valid credentials and interact with the main user interface of the Service following a successful login.

Canon provides the Service based on a 99.5% availability of the Service for the contracted minutes in the “Agreed Service Time”. The Agreed Service Time is the contracted minutes during a 7 days per week and 24 hours per day, excluding Christmas Day and New Year's Day (the “Availability Target”). Support is available from 8.00 am till 6:00 pm CET during business days.

$$Availability = \frac{AST - DT}{AST} \times 100\%$$

AST: Agreed Service Time (in minutes, as per the definition in the previous paragraph)

DT: Downtime, in minutes

6.1.2 Exclusions

The Availability Target excludes any partial or complete non-availability of the Service due to, but not limited to:

1. Scheduled or announced downtime to perform maintenance activities or upgrades;
2. The Customer's acts or omissions or failure to use of service;
3. The failure of the Customer's hardware, network, software or hardware not provided by Canon including, but not limited to, issues resulting from inadequate internet bandwidth or related to third-party software or services out of the control of Canon;
4. Networks not under Canon's direct control, including the Internet;
5. Not supported browsers or devices;
6. Denial of service or other attacks, (unless Canon fails to take reasonable preventative precautions or comply with its obligations under this agreement);
7. Client-caused security incidents;
8. Due to factors outside Canon's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to Canon data centres, including at Customer's site or between Customer's site and Canon data centre);
9. Canon's exercise of its rights to terminate or suspend the Service;
10. The Customer's failure to comply with the terms of the Customer's contract with Canon.;
11. One particular End User of the Customer, or group of them, cannot access the Service, while others can;
12. Degraded service.

The foregoing Availability Target does not apply to any trial or no-charge Services.

7 General Customer Responsibilities

1. Customer shall supply Canon with all reasonably requested and reasonably necessary information and assets to allow Canon to supply the Service to the Customer.
2. Customer shall not have administrative access to the Service infrastructure. Accordingly, Customer will not be able to upgrade or patch or add third party software to the core system. Customer shall have limited administrator access (Customer Administrator) to the application in support of core aspects including, but not limited to, managing user privileges.
3. Customer has control of Customer's Content uploaded to the Service, and is best positioned to protect against loss, damage, or destruction. Accordingly, Customer is responsible for assigning End Users the proper roles and moderating Customer's Content.
4. Customer is solely responsible for obtaining necessary export permits and authorizations, if any, prior to Customer transferring or exporting Content from one country to another.
5. Customers are responsible for all third party software and equipment such as scanner, web browser, firewalls etc., and also that they are correctly installed and configured to allow traffic to the Service and able to send e-mail (if applicable). Users have to comply with the technical specifications such as accepted file formats, agreed sorting orders and so forth.

8 Governance

The parties will engage in governance activities such as Customer satisfaction, status of changes, Incident and Problem reviews, and similar activities as provided in the Agreement.

9 Glossary of Terms

The following definitions apply to this Service Description and to the Order in connection with the Service. Any other definitions will be as provided in the Service Description or in the Order.

Term	Definition
API	Application Programming Interface – the programmatic methods provided for integration with the Service. These methods can and will change over time in both structure, and versions, as well as, the addition or removal of actual methods.
Charges	The total fees payable by Customer to Canon for the Service, which may include Monthly Service Charges, and disconnections, a la carte charges, and other fees as applicable and provided in the Order or this Service Description.
Content	Means software (including machine images), data, text, audio, video, images or other content.
Customer	The party subscribing to the Service
Customer Administrator	The user and/or role that has privileges for managing the Customer instance of Services including, but not limited to, adding users and access permissions

End User	A user being an employee or consultant of Customer entitled to use the Services that is granted access by the Customer to use the Services in the Customer's day to day operations; excluding administrative users.
Incident	Any event that is not part of the standard operation of the Service and that causes or may cause an interruption to, or reduction in, the quality of the Service.
Maintenance Windows	Pre-planned periods during which Canon will implement system updates or upgrades
Monthly Service Charges	A month-based, fractional portion of the customer's annual agreement fee for term agreements OR The total charges in a given month for the customer on a monthly billing plan (when available).
Service Activation	Email sent from Canon to Customer contact listed in the Order indicating completion of initial configuration and availability of the Service
Service Month	Each calendar month period, beginning after the Service Activation following standard business calendars in the EEA / EU
Service Provider	Either Canon or Canon's subcontractor that provides the Service
Problem	An error or other non-conformance in the Service that is causing Incidents.
Product	The Service
Resolve	An Incident or a Problem has been resolved when the Service is once again fully and properly functioning as described in this Service Description.
SaaS	Software as a Service being the functionality of software delivered as a service via the Internet
Tenant	The Customer dedicated instance of the services and functions supporting the Service
Workaround	To restore functionality of the Service (which could include changes) or to reduce the impact of the Incident