GENERAL TERMS AND CONDITIONS

of Finmatics GmbH, Lindengasse 41/10, 1070 Vienna, Austria, registered under FN 466381 f ("**FINMATICS**").

1. SCOPE AND DEFINITIONS

1. These General Terms and Conditions ("**GTC**") together with the ORDER FORM, as well as the Annexes to the GTC, shall govern the legal framework for (i) the temporary provision of the FINMATICS-SOFTWARE to the CUSTOMER for the duration of the AGREEMENT, subject to payment of the license fees regulated in the GTC, (ii) the granting of a non-exclusive license for the FINMATICS-SOFTWARE, and (iii) the provision of individual services (e.g., training, support, or development services) to FINMATICS' business customers. The GTC, in their respective applicable version communicated to the CUSTOMER, shall apply to all current and future services provided by FINMATICS to the CUSTOMER, even if not expressly referred to.

2. Capitalized terms in the GTC shall have the definitions assigned to them in this Section and shall form part of this AGREEMENT.

3. FINMATICS reserves the right to amend the GTC, and to make changes to the GTC, as necessary to adapt to altered legal or technical conditions. The changes will be communicated to the CUSTOMER via e-mail and by publication on the FINMATICS website. Any changes shall be deemed approved if the CUSTOMER does not object to them in writing within six weeks of receiving the notification of the changes. In the event that the CUSTOMER objects to the amendment or supplement to the GTC, FINMATICS shall be entitled to terminate the AGREEMENT on the basis of the GTC with a notice period of four weeks. Until the termination of the AGREEMENT, the contractual relationship between FINMATICS and the CUSTOMER shall be governed by the version of the GTC valid before the amendment.

"**ADDITIONAL FEATURES**" has the meaning set forth in Section 2.3.

"**AGREEMENT**" refers to the agreement between FINMATICS and the CUSTOMER for the temporary provision of the FINMATICS-SOFTWARE and other services selected by the CUSTOMER in the ORDER FORM and/or provided by FINMATICS to the CUSTOMER. The GTC, along with their attachments and any subsequent changes, apply to these services;

"**ANNUAL INVOICE**" has the meaning set forth in Section 11.3;

"**CONFIDENTIAL INFORMATION**" refers to all information obtained by a PARTY in connection with the negotiation and execution of the GTC to the extent such documents and information are not public knowledge or disclosure is required by law;

"**CONSULTING AND DEVELOPMENT SERVICES**" has the meaning set forth in Section 5.1;

"CONSULTING AND DEVELOPMENT FEES" has the meaning set forth in Section 5.1;

"CONTRACT MONTH" refers to a period between (i) the 1st day of a calendar month and the 1st day of the following calendar month if the EFFECTIVE DATE falls on the 1st day of a calendar month, or (ii) the 15th day of a calendar month and the 15th day of the following calendar month if the EFFECTIVE DATE falls on the 15th day of a calendar month;

"CONTRACT PERIOD" refers to the INITIAL PERIOD **along** with all SUBSEQUENT PERIODS;

"CONTRACT YEAR" refers to, in each case, (i) the INITIAL PERIOD **or** (ii) a single SUBSEQUENT PERIOD;

"CONTROL" refers to the economic ownership of the majority of the share capital in a company or the authority to direct the management or business operations of that company, whether through majority shares, voting rights, voting agreements, or any other means;

"CUSTOMER" refers to the legal or natural person who enters into the AGREEMENT with FINMATICS and is named in the ORDER FORM;

"CUSTOMER DATA" refers to all data and information, in whatever form or by whatever means, provided by CUSTOMER in the course of using the FINMATICS-SOFTWARE;

"DEFECTIVE DOCUMENTS" has the meaning set forth in Section 9.2;

"DOCUMENT" refers to any document the CUSTOMER enters by means of the FINMATICS-SOFTWARE;

"DOCUMENT LINE" refers to a document line in a DOCUMENT;

"EFFECTIVE DATE" has the meaning set forth in Section 13.1;

"END USER AGREEMENT" has the meaning set forth in Annex 2;

"EXCEEDANCE PERIOD" has the meaning set forth in Section 8.1;

"FINMATICS" has the meaning given in the heading;

"FINMATICS-MODULE" has the meaning given in Section 2.3;

"FINMATICS-SOFTWARE" has the meaning given in the preamble;

"FRONTEND" refers to the user interface of the FINMATICS-SOFTWARE;

"GTC" refers to these General Terms and Conditions;

"INITIAL PERIOD" has the meaning set forth in Section 13.2;

"LICENSE" has the meaning set forth in Section 3.1;

"LICENSE FEES" has the meaning set forth in Section 3.1;

"**MINIMUM FEE**" has the meaning set forth in Section 2.3;

"**ORDER FORM**" refers to the written document at the beginning of the AGREEMENT, that specifies the services provided by FINMATICS under the AGREEMENT;

"**PARTIES**" refers to FINMATICS and the CUSTOMER collectively, and "**PARTY**" refers to each of them individually;

"**RELATED PARTY**" refers to an individual or entity that directly or indirectly CONTROLS a CUSTOMER, is CONTROLLED by a CUSTOMER, or is under joint CONTROL with a CUSTOMER; the employed workers of a CUSTOMER are not considered "RELATED PARTIES";

"**REST API**" refers to the REST API interface provided by FINMATICS;

"**RPA-ROBOT**" refers to the automated processing of structured business processes, where repetitive, manual, time-consuming, or error-prone tasks are learned and automated by software robots (Robotic Process Automation);

"**SOFTWARE DOCUMENTATION**" refers to the software documentation available at support.finmatics.com as in effect on the EFFECTIVE DATE and as disclosed by FINMATICS to the CUSTOMER;

"**SSC**" refers to the SUPPLEMENTARY FUNCTION "Shared Service Center Services" as described in detail in the SOFTWARE DOCUMENTATION and Annex 1, in all of its variations;

"**SSC ERROR PERIOD**" has the meaning set forth in Section 9.3;

"**SSC COSTS**" has the meaning set forth in Section 9.3;

"**SUBSEQUENT PERIOD**" has the meaning set forth in Section 13.3;

"**USAGE LIMITS**" refers to the limitations specified in Annex 1 for each respective FINMATICS-MODULE, including but not limited to, the number of (i) CUSTOMER's USERS, (ii) DOCUMENT LINES, or (iii) API calls that can be processed through the FINMATICS-SOFTWARE each month.

"**USER**" refers to any individual who has been authorized by the CUSTOMER, as stated in Section 7.2, to use the FINMATICS-SOFTWARE and for whom the CUSTOMER has received a user ID and password. USERS may include employees, independent contractors, or consultants of the CUSTOMER.

4. The Annexes to the GTC form an integral part of the GTC and the AGREEMENT.

5. By signing the ORDER FORM, the GTC are accepted by the CUSTOMER, become part of the AGREEMENT and apply for the CONTRACT PERIOD. The CUSTOMER's terms and conditions of business and purchase shall only apply if they are accepted by FINMATICS in the individual case on the basis of an individual agreement.

6. Where the GTC refer to a "*Section*", such reference is to the relevant section in the GTC.

2. SUBJECT OF THE AGREEMENT

1. In the context of the AGREEMENT, FINMATICS shall provide the following services to the CUSTOMER in accordance with the GTC:

    a) the temporary provision of the FINMATICS-SOFTWARE for the duration of the AGREEMENT subject to payment of the LICENSE FEES regulated in the GTC;

    b) granting a non-exclusive license to the FINMATICS-SOFTWARE, the scope and duration of which are defined in the GTC and the END USER AGREEMENT attached as Annex 2 to the GTC;

    c) the provision of consulting and development services for the fees specified in the ORDER FORM. If the consulting and development services provided by FINMATICS are not covered by the chosen FINMATICS-MODULE, the billing for such services will be based on an hourly rate as defined in the ORDER FORM for consulting and development fees; and

    d) Support services (user support) in relation to the use of the FINMATICS-SOFTWARE.

2. A detailed list of the services selected by the CUSTOMER can be found in the ORDER FORM signed and submitted to FINMATICS by the CUSTOMER.

3. The CUSTOMER has the option to determine which functionalities of the FINMATICS-SOFTWARE it wishes to access and to what extent it wants to use them within the scope of their license. For this purpose, FINMATICS offers the FINMATICS-SOFTWARE in multiple editions, which differ in (i) the type and number of available features, (ii) the USAGE LIMITS, (iii) the number of hours for consulting and development services, and (iv) the scope of support services and technical implementation possibilities ("**FINMATICS-MODULES**"). Furthermore, the CUSTOMER has the option to extend its FINMATICS-MODULE by certain additional functions ("**ADDITIONAL FEATURES**"). The FINMATICS-MODULE (including ADDITIONAL FEATURES) selected by the CUSTOMER is specified in the ORDER FORM and the individual FINMATICS-MODULES and ADDITIONAL FEATURES are described in detail in Annex 1 (*"Price List"*). The CUSTOMER can only expand, but not restrict, the selected FINMATICS-MODULEs and ADDITIONAL FEATURES stated in the ORDER FORM. The fee payable by the CUSTOMER for the selected FINMATICS-MODULES and ADDITIONAL FEATURES in the ORDER FORM represents the minimum fee ("**MINIMUM FEE**") underlying this AGREEMENT.

4. FINMATICS is authorized to engage third parties to fulfill certain services under this AGREEMENT and may subcontract such services to subcontractors. Nonetheless, FINMATICS remains responsible for the provision of services and for complying with the obligations of the AGREEMENT with respect to the CUSTOMER.

5. FINMATICS is also authorized to introduce third parties to the CUSTOMER for the provision of services mentioned in Section 2.1.d) of the GTC or other services. In such cases, provided that the CUSTOMER and the third party agree, a separate agreement between the CUSTOMER and the third party will be concluded regarding the respective service. FINMATICS merely provides the required license. In this case, FINMATICS is not responsible for the provision of the services and therefore does not assume any liability towards the CUSTOMER in this regard.

3. LICENSE TO THE FINMATICS-SOFTWARE

1. FINMATICS grants the CUSTOMER, in exchange for the license fees to be paid by the CUSTOMER as specified in the ORDER FORM (the "**LICENSE FEES**"), a personal, revocable, non-exclusive, time-limited for the duration of the AGREEMENT, non-transferable, non-assignable, and sublicensable right to use the FINMATICS-SOFTWARE (including any ADDITIONAL FEATURES) in accordance with the provisions of these general terms and conditions (the "**LICENSE**"). The LICENSE FEE consists of the price for (i) the respective FINMATICS-MODULE and (ii) any ADDITIONAL FEATURES, but in any case not less than the MINIMUM FEE.

2. The FINMATICS-SOFTWARE is provided to the CUSTOMER under the LICENSE only for the duration of the AGREEMENT, but is not sold to the CUSTOMER. The CUSTOMER may use the FINMATICS-SOFTWARE solely (i) in accordance with the provisions of the GTC, (ii) in accordance with the current version of the END USER AGREEMENT as notified to the CUSTOMER by FINMATICS, and (iii) for the purpose specified in the SOFTWARE DOCUMENTATION.

3. Furthermore, the CUSTOMER shall be entitled to use the FINMATICS-SOFTWARE only to the extent specified by the selected FINMATICS-MODULE or provided by FINMATICS in accordance with Section 9 (including ADDITIONAL FEATURES), particularly regarding the USAGE LIMITS. Certain ADDITIONAL FEATURES of the FINMATICS-SOFTWARE, as described in the SOFTWARE DOCUMENTATION, are subject to specific specifications and limitations outlined therein. Therefore, the use of these ADDITIONAL FEATURES is only permitted within the scope of such specifications and limitations.

4. **The CUSTOMER acknowledges that it has received the SOFTWARE DOCUMENTATION and has had an opportunity to review it.**

4. SUBLICENSING

1. The CUSTOMER is, without prejudice to other restrictions in accordance with Section 3 and subject to the obligations in this Section 4, entitled to grant limited sublicenses to other natural or legal persons for the duration of the AGREEMENT concluded between FINMATICS and the CUSTOMER, with respect to the usage rights granted to the CUSTOMER in Section 3 and the END USER AGREEMENT, provided that

   a) such sublicensing is necessary for the third party to use the FINMATICS-SOFTWARE for the purposes specified in the SOFTWARE DOCUMENTATION (hereinafter also referred to as "**Appropriate Use**");

   b) such sublicensing is not granted to RELATED PARTIES;

   c) the third party accepts the END USER AGREEMENT in its current version as notified by FINMATICS to the CUSTOMER; and

   d) both the CUSTOMER and the third party comply with all applicable laws and regulations, including national and international export regulations.

2. If the CUSTOMER sublicenses the FINMATICS-SOFTWARE in accordance with this

Section 4, the CUSTOMER shall be fully responsible to FINMATICS for ensuring that all obligations under the END USER AGREEMENT are complied with by its sublicensee, and the CUSTOMER shall be liable to the same extent as the sublicensee.

3. Any sublicensees shall be entitled to further sublicense the FINMATICS-SOFTWARE in accordance with the terms of the END USER AGREEMENT.

5. CONSULTING AND DEVELOPMENT SERVICES

1. FINMATICS offers the CUSTOMER certain consulting, software development, and training services ("**CONSULTING AND DEVELOPMENT SERVICES**") in connection with the granting of the LICENSE, against hourly rates to be paid by the CUSTOMER ("**CONSULTING AND DEVELOPMENT FEES**") in accordance with the ORDER FORM. A detailed list of the offered CONSULTING AND DEVELOPMENT SERVICES is provided in Annex 1.

2. Furthermore, FINMATICS provides certain support services for user assistance in relation to the use of the FINMATICS-SOFTWARE, as agreed upon separately.

3. FINMATICS shall perform the services under this Section 5 with the care of a prudent businessperson. The warranty and liability limitations are specified in Sections 14 and 15.

6. OBLIGATIONS OF THE CUSTOMER

1. In order to enable FINMATICS to provide the services under this AGREEMENT, the CUSTOMER undertakes to fulfill all necessary prerequisites within its sphere of responsibility. This includes, in particular, (i) setting up and maintaining a functional internet connection, (ii) meeting the hardware and software requirements described in the SOFTWARE DOCUMENTATION within its operations, and (iii) providing the necessary cooperation and supplying all required documents and information to FINMATICS to the extent that they are available to the CUSTOMER or can be reasonably obtained by the CUSTOMER.

2. The CUSTOMER is responsible for:

   a) the lawful, contract-, and purpose-compliant use of the FINMATICS-SOFTWARE;

   b) the compliance with the GTC and the END USER AGREEMENT by its USERS;

   c) the accuracy, quality, and legality of the CUSTOMER DATA, as well as the legality of the processing of the CUSTOMER's and USERS' data using the FINMATICS-SOFTWARE. FINMATICS, in particular, assumes no contractual obligation to verify the legal compliance or lawfulness of data processed by USERS with the FINMATICS-SOFTWARE; and

   d) maintaining the confidentiality of access credentials for the FINMATICS-SOFTWARE and preventing unauthorized access to the FINMATICS-SOFTWARE or unauthorized use of the FINMATICS-SOFTWARE by USERS or third parties attributable to the CUSTOMER.

The CUSTOMER shall promptly inform FINMATICS upon becoming aware of any such unauthorized access.

3. The CUSTOMER undertakes to provide only DOCUMENTS within the scope of using the FINMATICS-SOFTWARE that are necessary for the fulfillment of FINMATICS' contractual obligations. These DOCUMENTS must not contain any special categories of personal data as defined in Article 9 of the General Data Protection Regulation (GDPR) or personal data related to criminal convictions and offenses as defined in Article 10 GDPR.

4. If FINMATICS becomes aware of a breach of obligations by the CUSTOMER as set forth in this Section 6, FINMATICS shall request the CUSTOMER to remedy the breach within a reasonable period. If the CUSTOMER fails to comply with this request, FINMATICS, without prejudice to its other rights under the AGREEMENT, is entitled to suspend the CUSTOMER's access to the FINMATICS-SOFTWARE until the breach is rectified or to terminate the AGREEMENT for cause. The CUSTOMER shall cooperate in investigating the breach and shall, upon request, provide FINMATICS with all necessary information and documents that are in the possession of the CUSTOMER or that can be reasonably obtained by the CUSTOMER for the purpose of investigating the breach.

7. DELIVERY AND UPDATES

1. FINMATICS will provide the CUSTOMER with access credentials (username and password) to the FINMATICS-SOFTWARE via e-mail, effective from the EFFECTIVE DATE. The FINMATICS-SOFTWARE will be continuously updated by FINMATICS without incurring separate license fees. The CUSTOMER acknowledges and accepts the ongoing updates to the FINMATICS-SOFTWARE.

2. The CUSTOMER has the option to create new USERS within the FINMATICS-SOFTWARE. If the CUSTOMER exceeds the maximum number of USERS allowed according to the USAGE LIMITS of the selected FINMATICS-MODULE or provided by FINMATICS, Section 8 applies.

3. FINMATICS reserves the right to develop additional functionalities of the FINMATICS-SOFTWARE in the future, which may be offered to the CUSTOMER, at FINMATICS' sole discretion, either (i) for a specified fee or (ii) free of charge.

8. HIGHER LICENSE FEES IF USAGE LIMITS ARE EXCEEDED

1. FINMATICS will inform the CUSTOMER in written form if the CUSTOMER and/or the USERS exceed any of the USAGE LIMITS in a CONTRACT MONTH. If any of the USAGE LIMITS are exceeded by the CUSTOMER and/or the USERS for a period of 3 (three) consecutive CONTRACT MONTHS, calculated as an arithmetic average (based on the total usage of the CUSTOMER and the USERS during this period, referred to as the "**EXCEEDANCE PERIOD**"), divided by three, FINMATICS is entitled to (i) retroactively provide the CUSTOMER, starting from the first calendar day of the EXCEEDANCE PERIOD, with the FINMATICS-MODULE that is the most cost-effective for the CUSTOMER and allows usage of the FINMATICS-SOFTWARE by the CUSTOMER in the extent determined during the EXCEEDANCE PERIOD

without exceeding the USAGE LIMITS, and (ii) invoice the costs for the usage of this FINMATICS-MODULE according to Section 11.4.a) and to include them in the subsequent CONTRACT YEARS. The CUSTOMER will be notified by FINMATICS in each notification regarding the exceedance of a USAGE LIMITS and in the respective ANNUAL INVOICE where additional costs according to Section 11.4.a) are charged.

__Example:__ In CONTRACT YEAR 2 (running from 1 January to 31 December) the CUSTOMER, whose USAGE LIMITS provides for the processing of 4,000 document lines, processes 7,000 document lines in June, 3,000 document lines in July and 3,500 document lines in August. The arithmetic average over three consecutive CONTRACT MONTHS is 4,500 document lines. Therefore, starting from 1 June, the CUSTOMER will be invoiced the LICENSE FEE for the corresponding higher FINMATICS-MODULE based on this usage. The increased LICENSE FEE for the period from 1 June to 31 December (of YEAR 2) will be invoiced at the end of YEAR 2, and a corresponding adjustment of the LICENSE FEE will be made by FINMATICS in the ANNUAL INVOICE for YEAR 3 (and subsequent CONTRACT YEARS).

2. The CUSTOMER may object to the provision of a FINMATICS-MODULE other than the one selected by the CUSTOMER upon conclusion of the AGREEMENT pursuant to Section 8.1 and to the resulting invoicing of higher license fees for SUBSEQUENT PERIODS within 2 weeks after receipt of the ANNUAL INVOICE for the SUBSEQUENT PERIODS. However, the MINIMUM FEE shall always be paid by the CUSTOMER.

3. If the CUSTOMER exercises its right of objection, the MINIMUM FEE will be invoiced to the CUSTOMER for SUBSEQUENT PERIODS, provided that there is no further exceeding of the USAGE LIMITS for this FINMATICS-MODULE in the SUBSEQUENT PERIODS. If the USAGE LIMITS of the FINMATICS-MODULE chosen by the CUSTOMER at the time of conclusion of the AGREEMENT are exceeded again in a SUBSEQUENT PERIOD, Sections 8.8.1 and 8.8.2 apply again. Furthermore, the increase in LICENSE FEES for the current CONTRACT YEAR according to Section 8.8.1 remains in effect. However, in case of objection, the right of FINMATICS to invoice higher LICENSE FEES for the current CONTRACT YEAR in which the EXCEEDANCE PERIOD occurred remains unaffected.

4. If the CUSTOMER (i) wishes to be placed in a higher FINMATICS-MODULE or (ii) wishes to use ADDITIONAL FEATURES or (iii) wishes to engage FINMATICS to provide CONSULTING AND DEVELOPMENT SERVICES, the CUSTOMER shall inform FINMATICS thereof at the contact address specified in the ORDER FORM (or via any other appropriate communication channel agreed between the PARTIES) and offer FINMATICS a contract amendment in accordance with its wishes. Acceptance of this offer may be declared by FINMATICS in writing or informally and shall become effective upon declaration of acceptance, in which case FINMATICS shall provide the Customer with a written or informal confirmation of the contract amendment for documentation purposes. Section 11.4.b) shall apply.

5. FINMATICS is entitled to increase the LICENSE FEE by a maximum of 5% once per CONTRACT YEAR. If FINMATICS wishes to exercise this right, the CUSTOMER shall be notified of such increase in the ANNUAL INVOICE. In this case, the CUSTOMER has the right to terminate the AGREEMENT concluded with FINMATICS at the end of the current CONTRACT YEAR within two weeks of receiving the ANNUAL INVOICE

and the notice pursuant to the preceding sentence. If the AGREEMENT is not terminated by the CUSTOMER, the increased LICENSE FEE shall be payable by the CUSTOMER from the first day of the SUBSEQUENT PERIOD following the CONTRACT YEAR in which the LICENSE FEE increase was notified to the CUSTOMER.

9. TERMS OF USE SSC, REQUIREMENTS FOR DOCUMENTS

1. The provisions of this Section 9 apply if the CUSTOMER has booked the ADDITIONAL FUNCTION SSC to its FINMATICS-MODULE.

2. The use of SSC requires that the DOCUMENTS provided by the CUSTOMER to FINMATICS can be processed through manual interventions by a FINMATICS employee. Such processing is particularly not possible if the DOCUMENTS do not meet the minimum requirements described in the SOFTWARE DOCUMENTATION or have other defects that do not allow for automated processing (such DOCUMENTS are hereinafter referred to as "**DEFECTIVE DOCUMENTS**"). FINMATICS is only obligated to process DEFECTIVE DOCUMENTS if FINMATICS has offered the CUSTOMER in writing or in text form the option to manually process the DEFECTIVE DOCUMENTS provided by the CUSTOMER, which cannot be processed through SSC, for a separate fee, and the CUSTOMER has accepted this offer in writing or in text form. FINMATICS is not obligated to make such an offer, and in this case, the CUSTOMER has no claim to the processing of further DEFECTIVE DOCUMENTS transmitted to FINMATICS in the future.

3. FINMATICS informs the CUSTOMER in written form if the DOCUMENTS provided by the CUSTOMER to FINMATICS are DEFECTIVE DOCUMENTS and therefore cannot be processed through SSC. If, despite such notification, more than half of all DOCUMENTS processed by the CUSTOMER through SSC during the CONTRACT PERIOD are DEFECTIVE DOCUMENTS in an arithmetic average over a period of 3 (three) consecutive CONTRACT MONTHS (calculated based on all DOCUMENTS in that period, divided by three), ("**SSC ERROR PERIOD**"), FINMATICS reserves the right to terminate the AGREEMENT, insofar as it concerns SSC, with immediate effect. The CUSTOMER will be informed of this special termination right in the notification regarding the submission of DEFECTIVE DOCUMENTS. The validity of the remaining AGREEMENT remains unaffected by such a partial termination of SSC.

Example: In CONTRACT YEAR 2 (which runs from 1 January to 31 December), the CUSTOMER processed 12,000 DOCUMENTS through SSC during the period from June to August, with 4,000 being DEFECTIVE DOCUMENTS in July and 3,500 being DEFECTIVE DOCUMENTS in August. On an arithmetic average, the CUSTOMER processed 4,000 DOCUMENTS per month, with 2,500 of them being DEFECTIVE DOCUMENTS per month. In August, FINMATICS informed the CUSTOMER in written form and through their customer account about the submission of these DEFECTIVE DOCUMENTS and highlighted their special termination right regarding SSC. In this case, FINMATICS can terminate the AGREEMENT, insofar as it concerns SSC, with immediate effect.

10. TERMS OF USE REST-API AND FRONTEND, REQUIREMENTS FOR ACCESS AND USE

1. The provisions of this Section 10 govern the general terms and conditions regarding the access to and the use of the REST API interface ("**REST API**") offered by

FINMATICS and the user interface of the FINMATICS-SOFTWARE ("**FRONTEND**") by the CUSTOMER, USER or third party.

2. The access to and the use of the REST API and the FRONTENDS by a CUSTOMER or USER is permitted solely for the purpose of proper and appropriate use. Third parties are prohibited from any access or use of the REST API and the FRONTENDS.

3. Access to and use of the FRONTENDS by USERS are only permitted to human users. When using the FRONTEND, it is prohibited for USERS to use methods such as robots, spiders, scraping, or other similar technologies, programs, or algorithms, or to facilitate their use or enable them for third parties. Consequently, it is prohibited for USERS to use RPA-ROBOTS for the FRONTEND.

4. Any intended access or use of the CUSTOMER's FRONTENDS by RPA-ROBOT must be notified to FINMATICS in advance. Any such intended access or use of the CUSTOMER's FRONTENDS through RPA-ROBOT has to be approved by FINMATICS in advance.

5. All access and usage rights regarding the REST API granted by FINMATICS are revocable at any time. Access and use of the REST API are permissible only until unilaterally revoked by FINMATICS. Therefore, FINMATICS can unilaterally and without prior notice terminate access and usage rights to the REST API.

11. TERMS OF PAYMENT

1. The LICENSE FEES for the respective CONTRACT YEAR shall be paid annually in advance. The LICENSE FEES for the INITIAL PERIOD are set out in the ORDER FORM and are due on the EFFICTIVE DATE. The CUSTOMER is considered to be in default with the payment of the LICENSE FEE for the INITIAL PERIOD if they fail to pay the LICENSE FEE within 30 days of the EFFECTIVE DATE.

2. In the event of a termination within the INITIAL PERIOD or after its expiry, the CUSTOMER shall pay the full LICENSE FEES accruing up to the effective date of termination.

3. For all SUBSEQUENT PERIODS, the CUSTOMER shall receive an invoice from FINMATICS complying with tax law requirements within the calendar month preceding the respective SUBSEQUENT PERIOD (the "**ANNUAL INVOICE**"). The LICENSE FEES become due for payment upon receipt of the ANNUAL INVOICE. The CUSTOMER is considered to be in default with the payment of the license fees if they are not paid within 30 days after receiving the ANNUAL INVOICE.

4. In the event of (i) the provision of a FINMATICS-MODULE with higher USAGE LIMITS pursuant to Section 8.8.1 or (ii) the acceptance of an offer submitted by the CUSTOMER pursuant to Section 8.4, FINMATICS shall be entitled to charge LICENSE FEES (for the LICENSE and the ADDITIONAL FEATURES) for the respective CONTRACT YEAR as follows:

> a) in the case of the provision of a FINMATICS-MODULE with higher USAGE LIMITS pursuant to Section 8.1, FINMATICS shall be entitled to

charge the CUSTOMER LICENSE FEES which the CUSTOMER is required to pay on a pro-rata basis for the EXCEEDANCE PERIOD and the remaining CONTRACT YEAR after the EXCEEDANCE PERIOD, for the FINMATICS-MODULE with higher usage limits provided to them by FINMATICS according to Section 8.1;

b) in the event of booking additional services according to Section 8.8.4, FINMATICS is entitled to invoice the CUSTOMER for the LICENSE FEE for the requested FINMATICS-MODULE with higher USAGE LIMITS or the ADDITIONAL FEATURES booked by the CUSTOMER on a pro-rata basis for the period between the acceptance of the order by FINMATICS and the end of the respective CONTRACT YEAR.

5. FINMATICS will invoice the amounts in accordance with Section 11.4.a) and 10.4.b), if possible, in the ANNUAL INVOICE for the following SUBSEQUENT PERIOD or in case of an extraordinary termination by FINMATICS with the date of termination. The due date and invoice deadline are determined according to the provisions of the ANNUAL INVOICE.

6. CONSULTING AND DEVELOPMENT FEES will be invoiced based on an hourly rate according to the actual consulting and development services provided by FINMATICS, as specified in the ORDER FORM. The due date and payment deadline are determined by the (i) ORDER FORM or, in the case of CONSULTING AND DEVELOPMENT SERVICES not included in the CUSTOMER's respective FINMATICS-MODULE but booked by the CUSTOMER according to Section 8.4, (ii) according to the confirmation provided by FINMATICS to the CUSTOMER according to Section 8.4.

7. The payment of the LICENSE FEES and CONSULTING AND DEVELOPMENT FEES must be made by electronic transfer to the bank account of FINMATICS specified in the ORDER FORM, unless an alternative payment method has been agreed upon by the PARTIES.

8. In the event of default of payment the CUSTOMER is required to pay statutory default interest. If the CUSTOMER is in payment default, FINMATICS reserves the right to (i) suspend the access of the CUSTOMER and its USERS/SUBLICENSEES to the FINMATICS-SOFTWARE until full payment is received and (ii) terminate the AGREEMENT with extraordinary termination if the payment default continues for 30 days or longer and any outstanding amounts (due to retroactive calculation according to Section 11.4) shall become due at the end of the CONTRACT PERIOD.

12. USE OF CUSTOMER DATA BY FINMATICS/DATA PROTECTION

1. The CUSTOMER grants FINMATICS a personal, non-exclusive, royalty-free right, without any geographical or temporal restriction, which is transferable by FINMATICS to subcontractors (as defined in Section 2.4) but cannot be not sub-

licensed by subcontractors, to host, cache, store, record, copy, view, display and process CUSTOMER DATA exclusively for the purpose of (i) training machine learning models for the automatic processing of DOCUMENTS within the FINMATICS group, (ii) creation of cross-company benchmarking reports which calculate industry-specific parameters (iii) enrichment of the FINMATICS master database with information from the DOCUMENTS and (iv) for the purpose of anomaly/fraud detection.

2. FINMATICS does not require any data considered personal data within the meaning of the GDPR for the processing purposes stated in Section 12.1. However, it can technically not be guaranteed that personal data will not also be processed for these purposes in individual cases, for example, if the CUSTOMER provides DOCUMENTS containing such personal data. To the extent that FINMATICS uses personal data for the purposes stated in Section 12.1, FINMATICS will comply with the obligations of a data controller within the meaning of Article 4(7) GDPR for this use.

3. In addition, the PARTIES undertake to comply with the applicable data protection provisions in the performance of the AGREEMENT and will ensure compliance by their representatives, employees and third parties attributable to them (USER, sub-licensees) by obliging them in writing to maintain data confidentiality.

13. DURATION AND TERMINATION OF THE AGREEMENT

1. The AGREEMENT will be effective

    a) if the ORDER FORM has been validly signed by the CUSTOMER and submitted to FINMATICS between the 1st and 15th of a calendar month: from the 15th of the respective calendar month; or

    b) if the ORDER FORM has been validly signed and submitted to FINMATICS by the CUSTOMER between the 16th and the last day of a calendar month: **as of the 1st of the following calendar month.**

    (the "**EFFECTIVE DATE**").

2. The AGREEMENT shall remain in force for 12 (twelve) months as of the EFFECTIVE DATE ("**INITIAL PERIOD**").

3. Unless either PARTY terminates the AGREEMENT by giving ninety (90) days' notice in writing before the end of the CONTRACT PERIOD, the CONTRACT PERIOD shall automatically extend for an additional 12 (twelve) months each year (each such extension period being a "**SUBSEQUENT PERIOD**").

4. If a PARTY breaches a material provision of the AGREEMENT, the other PARTY is entitled to terminate the AGREEMENT with immediate effect for cause. Cause entitling FINMATICS to terminate the AGREEMENT without notice includes, among other, the CUSTOMER's payment default under Section 11.8 or unauthorized use of the FINMATICS-SOFTWARE, particularly contrary to the provisions of Sections 3,

5. In the event of the CUSTOMER's objection to the engagement of a Sub-Processor under Section 7.1 of the Data Processing Agreement (Annex 3), FINMATICS is entitled to terminate the AGREEMENT with the CUSTOMER by giving a notice period of four weeks.

6. In all other respects, the (partial) amendment termination rights of FINMATICS or the CUSTOMER shall apply in accordance with Sections 8 and 9.3.

7. Upon termination of this AGREEMENT, for any reason whatsoever

   a) the PARTIES shall return to the other PARTY (and not retain, re-use, reproduce, reconstruct or transfer to anyone else) all documents, books, records, correspondence, papers, CONFIDENTIAL INFORMATION and other information and all equipment and other property of the other PARTY, which are in their possession, control, custody, or under their control and are not subject to any legal retention obligations;

   b) FINMATICS will, if specifically requested to do so by the CUSTOMER, remove the CUSTOMER DATA from the FINMATICS-SOFTWARE; and

   c) FINMATICS will, if expressly requested to do so, remove USER data from the FINMATICS-SOFTWARE.

14. WARRANTIES

1. FINMATICS warrants that the FINMATICS-SOFTWARE, during the CONTRACT PERIOD, (i) complies with the SOFTWARE DOCUMENTATION, (ii) is in operational condition, and (iii) corresponds to the current state of the art in technology at that time.

2. FINMATICS guarantees an average accessibility and availability of the FINMATICS-SOFTWARE of 99% per calendar month. The following are excluded from this:

   a) Downtimes due to unforeseeable events that are beyond the control of FINMATICS and not attributable to FINMATICS, such as (i) system, software, network, or hardware failures occurring outside the sphere or control of FINMATICS, (ii) failures caused by the CUSTOMER or its USERS or third parties attributable to the CUSTOMER, including improper operation, non-compliance with technical specifications and conditions described in the SOFTWARE DOCUMENTATION, or use of incompatible devices, or (iii) failures due to

force majeure; and

b) maintenance periods, such as planned interruptions due to maintenance or installation of updates which have been communicated to the CUSTOMER in writing or informally at least two (2) calendar days in advance.

3. Furthermore, within the scope of the statutory provisions, FINMATICS guarantees that the usage rights granted for the FINMATICS-SOFTWARE are free from any third-party rights that could hinder the CUSTOMERS' contractual use.

4. FINMATICS does not provide any warranties and/or further assurances regarding the FINMATICS-SOFTWARE. In particular, FINMATICS does not warrant that the FINMATICS-SOFTWARE or its functionality and quality meet specific requirements of the CUSTOMER unless expressly confirmed by FINMATICS in writing or text form and/or correspond to unjustified expectations of the CUSTOMER or are suitable for a specific purpose pursued by the CUSTOMER but not described in the SOFTWARE DOCUMENTATION, the GTC, or the END USER AGREEMENT.

5. FINMATICS does not warrant the transmission of data via the FINMATICS-SOFTWARE by the CUSTOMER to third parties. In particular, FINMATICS does not warrant the actual receipt by third parties of the data transmitted by the CUSTOMER via the FINMATICS-SOFTWARE.

In particular, FINMATICS does not warrant the limitation or cessation of usability of the FINMATICS-SOFTWARE due to

a) errors in the CUSTOMER's hardware, operating systems, or software of other manufacturers not attributable to FINMATICS;

b) application errors or improper operation caused by the CUSTOMER or its USERS, which could have been avoided through proper and diligent use;

c) changes made by the CUSTOMER or authorized third parties to (i) operating systems, (ii) third-party software necessary for the operation of the FINMATICS-SOFTWARE, (iii) interfaces, or parameters; or

d) occurrence of unforeseen software viruses, lack of backup measures by the CUSTOMER or USERS (especially due to not using the latest version of suitable antivirus software), or other causes not attributable to FINMATICS, such as accidents, power or internet outages, or natural disasters.

15. LIMITATIONS OF LIABILITY

1. The liability of FINMATICS for claims for damages and claims for reimbursement of futile expenses is determined as follows, regardless of the legal basis:

a) FINMATICS shall be liable without limitation for damages caused intentionally or through gross negligence by FINMATICS, its legal representatives, or vicarious agents.

b) The liability of FINMATICS for personal injury, i.e., for the injury to life, body, or health, shall be unlimited even in the case of simple negligence on the part of FINMATICS, its legal representatives, and vicarious agents. Statutory mandatory liability, such as under the Product Liability Act, remains unaffected.

c) FINMATICS' liability for damages caused by the absence of guaranteed characteristics is unlimited in amount.

2. If none of the cases mentioned in Section 15 Para 1 (a) to (c) apply, the liability of FINMATICS, its legal representatives, and vicarious agents for slight negligence in the breach of material contractual obligations is limited to the foreseeable, typically occurring damage, but in any case, to the (net) sum of all fees received by FINMATICS from the CUSTOMER for the license as a maximum limit. Liability for damages caused by slight negligence is otherwise excluded unless there is mandatory statutory liability, such as under the Product Liability Act. Section 4 remains unaffected. A contractual obligation is considered material if its fulfillment is essential for the proper execution of the contract and the CUSTOMER can rely on compliance with this obligation.

3. FINMATICS shall be liable for data loss or destruction only if it has caused such loss or destruction intentionally, through gross negligence, or due to a breach of a material contractual obligation. The liability of FINMATICS is limited to the extent of the damage that would have occurred even if the CUSTOMER had properly backed up the data.

4. Except in cases of liability for intent, gross negligence, personal injury or liability for serious organizational fault or a guaranteed quality or in cases of mandatory liability, for example under the Product Liability Act, all claims under this Section 15 shall become statute-barred within six (6) months; the commencement of the limitation period shall be determined in accordance with the statutory provisions applicable thereto. The CUSTOMER shall be responsible for proving any fault.

16. INDEMNIFICATION

1. FINMATICS shall indemnify and hold the CUSTOMER harmless against all claims based on the fact that the contractual use of the FINMATICS-SOFTWARE infringes an effective industrial property right or copyright of a third person. The limitations of liability set forth in Section 15 apply to claims for damages under this Section 16.1.

2. The CUSTOMER shall notify FINMATICS in writing without delay if a claim under Section 16.1 is asserted against them, and in the event of legal proceedings, the CUSTOMER will involve FINMATICS in the dispute to allow FINMATICS the opportunity to join the proceedings. The CUSTOMER will coordinate all steps and procedural actions with FINMATICS. In particular, the CUSTOMER will not acknowledge any claims or enter into settlements without obtaining prior written consent from FINMATICS. The CUSTOMER will provide full support to FINMATICS

and transmit all necessary information to defend against the claims.

3. In case of legal deficiencies, FINMATICS will, at its own discretion, either provide the CUSTOMER with a legally compliant opportunity to use the FINMATICS-SOFTWARE or modify it in a manner acceptable to the CUSTOMER, so that no third-party rights are infringed.

4. The CUSTOMER shall indemnify and hold FINMATICS harmless with regard to all claims arising from:

   a) A non-compliant use of the LICENSE by the CUSTOMER, particularly in violation of the provisions of Sections 3, 4 and 6;

   b) a breach of the obligations under Section 6.2.c); and

   c) an infringement of a valid industrial property right or copyright of a third person by the CUSTOMER, provided that such infringement is not based on the lawful use of the FINMATICS-SOFTWARE.

17. INTELLECTUAL PROPERTY RIGHTS

1. With the exception of the LICENSE granted to the CUSTOMER under this AGREEMENT, FINMATICS expressly reserves all rights to the FINMATICS-SOFTWARE, including all worldwide technology, intellectual property and proprietary rights therein.

2. The CUSTOMER shall not remove, conceal or obscure any copyright or other proprietary notices of FINMATICS from the FINMATICS-SOFTWARE or any materials provided under this AGREEMENT. A breach of this provision is considered to be a material breach of this AGREEMENT pursuant to Section 13.4.

3. The CUSTOMER shall not use the FINMATICS-SOFTWARE or any materials provided under this AGREEMENT in connection with any prohibited symbol, image, video or other media depicting hatred, intolerance, violence, cruelty or otherwise violating any personal rights. A breach of this provision shall be a material breach of this AGREEMENT pursuant to Section 13.4.

4. To the extent the CUSTOMER is not permitted to do so by law, the CUSTOMER may not modify, edit, adapt, reverse engineer, reproduce, disassemble, decompile or duplicate the FINMATICS-SOFTWARE or use any other technical or logical process to interfere with or obtain information about its structure, processes, operation or other protectable features. It is expressly stated that in the context of sub-licensing in accordance with Section 4, the CUSTOMER is permitted to charge a separate license fee from its respective sub-licensees.

18. CHANGE OF LICENSOR

FINMATICS expressly reserves the right to assign its rights under the AGREEMENT to third parties and to transfer its obligations under the

19. CONFIDENTIALITY

1. Subject to Section 4, the PARTIES shall (i) treat the contents of the AGREEMENT and (ii) all information received in connection with the negotiations and conclusion of the AGREEMENT as strictly confidential, unless such documents and information are publicly known or obtained without a breach of this confidentiality obligation, or their disclosure is legally required. The PARTIES are permitted to disclose the aforementioned information to current and future shareholders, affiliated companies, their respective bodies and employees, as well as advisors, provided that they have entered into a customary confidentiality agreement.

2. In the event that the CUSTOMER has sublicensed the LICENSE pursuant to Section 4, the CUSTOMER shall be entitled to disclose the information referred to in Section 19.1 to its sublicensees, provided that (i) the sublicensee is bound by the same confidentiality obligation and (ii) the disclosure of the information to the sublicensee is made only to the extent necessary for granting of the sublicense pursuant to Section 4.

3. Public communications about this AGREEMENT, its conclusion and its execution, in particular to the media, shall be agreed between the PARTIES in advance. Even if publications are required by law or capital market law, the PARTIES shall endeavor to reach a prior agreement.

4. The CUSTOMER grants FINMATICS the right to mention and display the CUSTOMER and any associated trademarks or identification marks (such as logos) on the FINMATICS website for the duration of the AGREEMENT. For this purpose, the CUSTOMER grants FINMATICS a limited, personal, worldwide, royalty-free, non-exclusive, non-transferable, non-assignable, and non-sub-licensable right to use all corporate, trade name, and other intellectual property rights necessary for such mention of the CUSTOMER as a reference. This right is limited to the duration of the AGREEMENT.

20. RELEVANT NOTICATIONS

1. Subject to any variation requests under Section 8.4, all notices in relation to the AGREEMENT shall be in written form and shall be sent to the addresses or e-mail addresses specified in the ORDER FORM (or other communication channels accepted by both PARTIES), unless a different form is required by mandatory law.

2. Each PARTY is obliged to notify the other PARTY of any changes in its contact details.

21. APPLICABLE LAW AND JURISDICTION

The AGREEMENT and all non-contractual obligations arising out of or in connection with it shall be governed by Austrian law, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. The competent court in Vienna shall have

jurisdiction over all disputes arising from or in connection with this AGREEMENT (including disputes concerning its existence, validity, and termination).

22. OTHER PROVISIONS

1. FINMATICS and the CUSTOMER are independent parties. Nothing in the AGREEMENT shall be construed shall be construed as creating any agency, employee, franchise, joint venture, or legal representative relationship between the PARTIES.

2. FINMATICS does not guarantee any specific outcome or result in fulfilling the AGREEMENT, particularly in providing the CONSULTING AND DEVELOPMENT SERVICES. The PARTIES do not enter into a contract for the creation of a work through this AGREEMENT.

3. The AGREEMENT is personal to the CUSTOMER and may not be assigned or transferred, for any reason whatsoever (including by transfers for statutory reasons, mergers, reorganizations, acquisitions, or change of ownership), without the prior written consent of FINMATICS. Any violation of this provision shall entitle FINMATICS to terminate the AGREEMENT with immediate effect for cause.

4. Unless and to the extent that the PARTIES enter into individual contractual agreements in written form, the AGREEMENT and the agreements expressly referred to therein shall comprise the complete and exclusive agreement and understanding between the PARTIES with respect to the subject matter of the AGREEMENT and shall supersede all prior or contemporaneous agreements or understandings, written or oral, with respect to the subject matter of the AGREEMENT.

5. The failure to enforce any provision of the AGREEMENT shall not be construed as a waiver of future enforcement of that or any other provision of the AGREEMENT.

6. If any provision of the AGREEMENT is or becomes invalid or if the AGREEMENT contains a loophole, it shall not affect the validity of the remaining provisions. In place of the invalid provision, an effective provision shall be deemed agreed upon by the PARTIES that comes closest to the parties' economic intention. This also applies to any loopholes that may exist.

7. Unless expressly stated otherwise in the GTC (particularly in connection with the unilateral amendment rights or addition of further services pursuant to Sections 8 and 9), any amendment or addition to the AGREEMENT shall be made in writing and signed by authorized representatives of the PARTIES. This shall also apply to any amendment or waiver of this written form requirement.

Annex 1
Price list as well as consulting and development services

Annex 2
END USER LICENSE AGREEMENT

Preamble

This End User License Agreement ("**EULA**") describes the rights and obligations under which users may use the software ("**FINMATICS-SOFTWARE**") provided by Finmatics GmbH, FN 466381 f ("**FINMATICS**") (such users hereinafter referred to "**USERS**").

If the USER does not accept or comply with the EULA, use of the FINMATICS-SOFTWARE is not permitted.

1. RIGHTS OF USE

1. The USER is granted a personal, revocable, non-exclusive, non-assignable and non-transferable right to use the FINMATICS-SOFTWARE for the duration of the CONTRACT PERIOD (as defined in Section 1.5). This right to use the FINMATICS-SOFTWARE may only be sub-licensed in accordance with Section 2.

2. The FINMATICS-SOFTWARE is provided to the USER for a (non-exclusive) use and the USER may only use the FINMATICS-SOFTWARE (i) in accordance with the terms of the EULA and (ii) for the purpose stated in the current documentation accompanying the FINMATICS-SOFTWARE (the "**SOFTWARE DOCUMENTATION**") (hereinafter also referred to as "**Appropriate Use**"). The current version of the SOFTWARE DOCUMENTATION can be accessed at support.finmatics.com.

3. The USER is only entitled to use the FINMATICS-SOFTWARE if

   a) he himself has obtained a license for use on the basis of a direct license agreement ("**LICENSE**") with FINMATICS;

   b) such a direct licensee of FINMATICS ("**LICENSOR**") grants him a sublicense to his LICENSE based on his license agreement with FINMATICS, or

   c) he has been granted a sublicense pursuant to Section 2 of the EULA by a (sub-)licensee of the LICENSOR ("**SUBLICENSOR**").

(the sublicenses referred to in (ii) and (iii) are hereinafter referred to as the "**SUBLICENSES**").

4. For the avoidance of doubt, the granting of a SUBLICENSE requires a separate agreement between the LICENSOR or SUBLICENSOR and the USER, granting the USER the rights to use the FINMATICS-SOFTWARE as set forth in Section 1.1.

   This granting of rights may be executed by the USER in accordance with Section 4 of the FINMATICS GTC, only for the duration of the AGREEMENT concluded by the USER with FINMATICS.

5. The right of use granted under Section 1.1 shall commence upon acceptance of the

EULA and shall automatically terminate at the time:

1. when the agreement on the LICENSE between FINMATICS and the USER is terminated;

2. when the agreement on the LICENSE between FINMATICS and the LICENSOR is terminated;

3. when the agreement on the SUBLICENSE between a LICENSOR or SUBLICENSOR and the USER is terminated; or

4. when the USER no longer complies with the provisions of the EULA.

(the "**DURATION OF USE**").

2. DISCLOSURE TO THIRD PARTIES

1. The USER is authorized to sublicense the LICENSE granted under Section 1.1 to third parties, if and to the extent that

   1. such sublicensing is necessary for the appropriate use of the FINMATICS-SOFTWARE by the third party;

   2. the USER has been granted a right to use the FINMATICS-SOFTWARE **directly** by a LICENSOR and not merely by a SUBLICENSOR;

   3. the third party accepts the EULA; and

   4. all legal provisions, in particular national and international export regulations, are complied with by the USER.

2. If the USER sublicenses in accordance with this Section 2, he shall be fully liable to FINMATICS for the compliance of its sublicensee with all obligations under the EULA, as shall the sublicensee.

3. RESTRICTIONS

1. Except for the LICENSE granted to the USER under the EULA, FINMATICS expressly reserves all rights to the FINMATICS-SOFTWARE, including all worldwide technology, intellectual property and proprietary rights associated with it.

2. The USER is not permitted to remove, hide or make unrecognizable copyright notices or other property notices of FINMATICS from the FINMATICS-SOFTWARE.

3. The USER shall not modify, edit, adapt, reverse engineer, reproduce, disassemble, decompile or duplicate the FINMATICS-SOFTWARE, nor use any other technical or logical procedures in this regard to influence its structure, processes, functioning or other protectable features, or to obtain information about it.

4. Access to and use of the REST API and the FRONTEND are permitted exclusively

for the purpose of proper and appropriate use. Third parties are prohibited from accessing or using the REST API and the FRONTEND. Access to and use of the FRONTEND are only allowed for human users. When using the FRONTEND, it is prohibited to use alternative methods such as robots, spiders, scraping or other comparable technologies, programs, or algorithms, or to facilitate their use or enable third parties to use them. Therefore, in particular the use of the FRONTEND by RPA-ROBOT is not permitted. All access and use rights granted by FINMATICS with regard to the REST API can be unilaterally revoked at any time. Access to and use of the REST API is only permitted until unilaterally revoked by FINMATICS. Consequently, FINMATICS may at any time unilaterally revoke the access and use options of the REST API without prior notice.

4. RIGHT TO USER DATA/DATA PROTECTION

1. The USER grants FINMATICS a personal, non-exclusive, royalty-free right, without any geographical or temporal restriction, which is transferable by FINMATICS to subcontractors (as defined in Section 2.4 of the GTC) but cannot be not sublicensed by subcontractors, to host, cache, store, record, copy, view, display and process data and information contained in documents provided by the USER in the FINMATICS-SOFTWARE ("**DOCUMENTS**") exclusively for the purposes of (i) cross-enterprise training of machine learning models to automatically process the DOCUMENTS, (ii) creating cross-company benchmarking reports that calculate industry-specific metrics, (iii) enriching the FINMATICS Master Database with information from the DOCUMENTS, and (iv) for the purpose of anomaly/fraud detection.

2. FINMATICS does not require any data considered personal data within the meaning of the GDPR for the processing purposes stated in Section 4.1. However, it can technically not be guaranteed that personal data will not also be processed for these purposes in individual cases, for example, if the USER provides DOCUMENTS containing such personal data. To the extent that FINMATICS uses personal data for the purposes mentioned in Section 4.1, FINMATICS will comply with the obligations of a controller within the meaning of Article 4 (7) GDPR for this use.

3. In addition, the USER and FINMATICS undertake to comply with the applicable data protection provisions and will ensure compliance with these provisions by their representatives, employees and third parties attributable to them.

5. OBLIGATIONS OF THE USER

1. The USER is responsible for:

    1. the use of the FINMATICS-SOFTWARE in accordance with the AGREEMENT, the law and the appropriate purpose;

    2. the provision of the necessary hardware and software requirements;

    3. monitoring compliance with the EULA by persons authorized to use the FINMATICS-SOFTWARE, such as its employees or freelance workers;

4. the accuracy, quality and legality of the information and data in the DOCUMENTS, as well as the legality of processing the data. FINMATICS does not have any obligation to exercise due diligence, protection, or warning regarding the data and information provided by the USER or its authorized individuals in the FINMATICS-SOFTWARE to verify their compliance with legal requirements; as well as

5. maintaining the confidentiality of the access credentials for the FINMATICS-SOFTWARE and preventing unauthorized access or use of the FINMATICS-SOFTWARE by unauthorized individuals. The USER shall promptly inform FINMATICS about such access at support@finmatics.com.

4. The USER undertakes, within the scope of the use of the FINMATICS-SOFTWARE, to provide only DOCUMENTS which are necessary for the fulfillment of the contractually agreed obligations by FINMATICS. In particular, DOCUMENTS must not contain any special categories of personal data within the meaning of Article 9 GDPR or personal data about criminal convictions and criminal offenses within the meaning of Article 10 GDPR.

6. ADVERTISING AND MARKETING

1. The USER expressly agrees and grants FINMATICS the right to use the logo and, if applicable, the trademark of the USER for advertising and marketing activities without any restrictions in terms of space, time, and location.

2. The USER warrants that the logo and the trademark are not encumbered with third party rights and that they can therefore be used by FINMATICS for advertising and marketing activities without any restrictions.

7. WARRANTY

1. FINMATICS warrants that during the CONTRACT PERIOD the FINMATICS-SOFTWARE (i) complies with the SOFTWARE DOCUMENTATION, (ii) is in a functional state, and (iii) conforms to the then-current state of the art. However, due to program errors in accordance with the state of the art, it is sometimes not possible to provide software that is completely free of errors.

2. In particular, FINMATICS does not warrant that the FINMATICS-SOFTWARE or its functionality and quality will meet the USER's requirements and expectations or will be suitable for a particular purpose intended by the USER.

8. LIMITATIONS OF LIABILITY

1. FINMATICS shall be liable exclusively for damage caused intentionally or by gross negligence. Any liability for damages caused by slight negligence is excluded. FINMATICS assumes no liability for indirect damages, lost profits, consequential damages and immaterial damages of any kind. The limitation of liability of FINMATICS under the EULA applies to the extent permitted by law. Claims against FINMATICS under the EULA must be asserted (i) within six (6) months from the date of knowledge of the damage, failing which the claim shall be forfeited; and (ii) exclusively against FINMATICS, excluding the personal liability of all agents, employees and subcontractors of FINMATICS.

2. The liability of FINMATICS towards the USER under the EULA is, regardless of the legal basis of the claims and to the extent permitted by law, limited to the (net) amount of all fees received by FINMATICS from the USER for the license in total.

9. INDEMNIFICTION

The USER shall indemnify and hold FINMATICS harmless with respect to all claims based on (i) use of the FINMATICS-SOFTWARE in breach of this AGREEMENT, (ii) breach of the obligations under Section 6, and (iii) infringement by the USER of any valid intellectual property right or copyright of a third party, unless such claims arise from the proper use of the FINMATICS-SOFTWARE in accordance with this AGREEMENT.

10. OTHERS

1. The EULA and all non-contractual obligations arising from or in connection with it shall be governed by Austrian law, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. The competent court in Vienna shall have jurisdiction over all disputes arising from or in connection with the EULA (including disputes concerning its existence, validity, and termination).

2. If and to the extent that the USER and FINMATICS do not enter into additional contractual agreements in text form, the EULA and the agreements expressly mentioned therein in each case shall comprise the complete and exclusive agreement and understanding between the USER and FINMATICS with regard to the use of the FINMATICS-SOFTWARE.

Annex 3
Data Processing Agreement

between

The **CUSTOMER**, as indicated in the ORDER FORM (hereinafter
the "**CUSTOMER**" or the "**Controller**")

and

Finmatics GmbH
Lindengasse 41/10, 1070 Wien
(hereinafter referred to as "**FINMATICS**" or the "**Processor**")

1. THE CONTRACTING PARTIES

1.1 The CUSTOMER is a Controller within the meaning of Article 4 (7) of the General Data Protection Regulation (Regulation [EU] 2016/679 - "**GDPR**") with regard to any information relating to an identified or identifiable natural person within the meaning of Article 4 (1) GDPR ("**personal data**"), that is transferred to the Processor within the scope of the activities to be performed under Section 2.

1.2 FINMATICS acts as a Processor within the meaning of Article 4 (8) GDPR for the CUSTOMER.

2. SUBJECT, NATURE AND PURPOSE OF PROCESSING

FINMATICS processes the personal data described in Section 4 by scanning and extracting this data from receipts and other accounting-related documents using the FINMATICS-SOFTWARE. This processing is carried out for the purpose of creating the financial accounting of the CUSTOMER or of business partners of the CUSTOMER.

3. DURATION OF PROCESSING

The data is processed by FINMATICS for as long as there is a contractual relationship between FINMATICS and the CUSTOMER.

4. TYPE OF PERSONAL DATA

First and last name, address, UID number, date of birth, telephone number, e-mail address, customer number.

5. CATEGORIES OF DATA SUBJECTS

- Natural persons who have a business relationship with the CUSTOMER.
- Natural persons who are listed as document creators, document recipients, vicarious agents, business partners or similar on the processed documents or data records.

6. OBLIGATIONS OF THE PROCESSOR

6.1 FINMATICS processes personal data exclusively within the scope of this AGREEMENT or upon separate instruction from the CUSTOMER, unless FINMATICS is obligated by law to carry out a specific processing. FINMATICS shall refrain from any actions that contradict its role as a Processor. FINMATICS shall diligently comply with obligations arising from applicable laws, in particular the GDPR and the Austrian Data Protection Act ("**DSG**") as amended. Uploading information into the software of FINMATICS by the CUSTOMER shall be deemed as an instruction within the meaning of this provision. The instruction pertains to processing the information according to the terms and conditions specified in the attached data processing agreement. In the absence of contrary instructions from the CUSTOMER, FINMATICS is not authorized or obliged to delete information uploaded by the CUSTOMER into the Software of FINMATICS.

6.2 FINMATICS therefore undertakes to use personal data exclusively within the framework of the documented instructions of the CUSTOMER and to return such data exclusively to the CUSTOMER or to transmit it to third parties only in accordance with the CUSTOMER's instructions.

6.3 FINMATICS processes personal data according to the principle of data minimization as defined in Article 5 (1) (c) GDPR, and therefore, only to the extent that this is necessary for provision of services mentioned under Section 2. In addition, FINMATICS undertakes to maintain a register of processing activities as required by Article 30 (2) GDPR. FINMATICS shall ensure that personal data and other own data of FINMATICS or its customers are processed separately.

6.4 FINMATICS declares in a legally binding manner that it has obligated all persons engaged in data processing or potentially authorized to access data to maintain data secrecy within the meaning of Article 28 (3) (b) GDPR and Section 6 DSG before commencing their activities. In particular, the confidentiality obligation of the persons engaged in data processing shall remain in force even after the termination of their activities and their departure from FINMATICS.

6.5 FINMATICS ensures the technical and organizational requirements so that the CUSTOMER can exercise the rights of the data subjects, in particular the provisions of Articles 13 and 14 GDPR (obligation to provide inform), Article 15 GDPR (right of access), Articles 16 and 17 GDPR (right to rectification and deletion), Article 18 GDPR (right to restriction of processing), Article 20 GDPR (right to data portability) and Article 21 GDPR (right to object), within the statutory deadlines. FINMATICS provides the CUSTOMER with all necessary information for this purpose.

6.6 FINMATICS declares in a legally binding manner that it has appointed a data protection officer if required to do so under Article 37 GDPR. In such case, the contact details of the data protection officer will be communicated to the CUSTOMER. FINMATICS shall also promptly notify the CUSTOMER of any changes regarding the data protection officer.

6.7 FINMATICS is obliged to comply with any inquiries or requests from the data protection authority ("**DPA**") or other competent authorities and to adjust the internal processing operations accordingly. This obligation applies regardless of whether such inquiries or requests are issued directly by the authority or are brought to FINMATICS via the CUSTOMER.

6.8 In connection with the services referred to in this AGREEMENT, FINMATICS shall cooperate to the fullest extent possible with the relevant authorities and the CUSTOMER, in particular in the preparation of the register of processing activities (Article 30 GDPR), data protection impact assessments (Article 35 GDPR) and prior consultations with the supervisory authority (Article 36 GDPR).

6.9   The CUSTOMER shall have the right to inspect and control the data processing equipment at any with regard to the processing of the data provided. FINMATICS undertakes to provide the CUSTOMER, in accordance with Article 28 (3) (h) GDPR with the information necessary to monitor compliance with the obligations set forth in this AGREEMENT.

7.   SUB-PROCESSORS

7.1   The CUSTOMER hereby grants FINMATICS the general written consent pursuant to Article 28 (2) GDPR, to engage other companies/persons as sub-processors for the data processing activities. The sub-processors can be viewed on the following website: finmatics.com/privacy/data-processors. If a new sub-processor is engaged, FINMATICS shall update this website accordingly in advance and notify the CUSTOMER by e-mail in due time, allowing the CUSTOMER to raise any objections in accordance with Article 28 (2) GDPR. If the CUSTOMER does not raise any objections within two weeks of receiving this e-mail, the engagement of the new sub-processor shall be deemed approved.

7.2   In the event of an objection to the engagement of a new sub-processor, FINMATICS shall have the right to terminate the AGREEMENT in accordance with Section 13.5 of the GTC.

7.3   FINMATICS may engage sub-processors outside the EEA if (i) they are established in a third country which has an adequate level of data protection accepted by the EU Commission by way of a decision (Adequacy Decision) or (ii) appropriate safeguards, such as the EU standard contractual clauses or equivalent contract templates issued by the EU Commission have been agreed upon with them in accordance with Article 46 (2) (c) and (d) GDPR.

7.4   In any case, FINMATICS remains fully responsible to the CUSTOMER for the performance of services by the sub-processor, its obligations, and the fulfillment of the assigned tasks. In addition, a contract must be concluded between FINMATICS and the sub-processor in accordance with Article 28 (4) GDPR, ensuring that the sub-processor undertakes the same obligations as FINMATICS under this AGREEMENT. In addition, FINMATICS ensures that the CUSTOMER can also directly provide instructions to the sub-processor if required from a data protection perspective.

7.5   If the sub-processor fails to comply with the obligations under the GDPR, FINMATICS shall be liable to the CUSTOMER for such non-compliance.

8.   DUTIES OF THE CONTROLLER

The CUSTOMER undertakes to promptly inform FINMATICS of any changes to the GDPR and the DSG and supplementary provisions applicable to the data processing in question. The CUSTOMER grants FINMATICS a reasonable period of time to adjust its organizational, administrative and technical measures to comply with the amended data protection regulations and new requirements.

9.   NOTIFICATIONS IN THE EVENT OF INFRINGEMENTS BY THE PROCESSOR

9.1   FINMATICS hereby declares, as a legally binding commitment, to promptly inform the CUSTOMER if FINMATICS becomes aware of a personal data breach or if data from a data application provided to FINMATICS has been systematically and seriously used in an unlawful manner, posing a risk of harm to data subjects.

9.2   FINMATICS takes appropriate technical and organizational measures to ensure that the

CUSTOMER can comply with the provisions of Articles 33 and 34 GDPR ("Data Breach Notification") within the statutory time limit. In this context, FINMATICS is obliged to provide the CUSTOMER with all necessary information without undue delay, which is required for reporting breaches of the protection of personal data to the supervisory authority and/or to the data subject.

10. TECHNICAL-ORGANIZATIONAL MEASURES

10.1 FINMATICS warrants that it has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 GDPR, taking into account the state of the art, the costs of implementation, the nature, scope, context, and purposes of the processing, as well as the varying likelihood and severity of the risks to the rights and freedoms of data subjects. FINMATICS will follow up with adequate measures, if necessary changes arise in this regard during the collaboration.

10.2 FINMATICS warrants that the processing is carried out in accordance with customary industry standards and the statutory provisions, in particular the data protection regulatory requirements.

10.3 FINMATICS undertakes to comply with the technical-organizational measures specified in Schedule ./1 of this Annex 3, to the extent applicable based on the subject matter and circumstances of the processing.

10.4 In the event that changes become necessary during the collaboration, FINMATICS will adequately adapt the measures taken. The CUSTOMER is obliged to periodically check whether an adequate level of data protection is ensured by suitable technical and organizational measures of FINMATICS.

10.5 In case FINMATICS engages a sub-processor, FINMATICS ensures that equivalent technical and organizational measures are agreed upon with the sub-processor. FINMATICS will regularly verify, through appropriate controls, that these measures are effectively implemented by the sub-processor at all times. If any risks become apparent in this context, which FINMATICS cannot sufficiently mitigate/control, FINMATICS shall inform the CUSTOMER thereof in an appropriate manner.

11. TERMINATION OF THE AGREEMENT, DELETION AND RETURN OF DATA

11.1 FINMATICS is obligated to completely delete all processing results and documents containing personal data after having completed the provision of services. Alternatively, the CUSTOMER may, within a reasonable period prior to the termination of the provision of services, demand the return of such data from FINMATICS. FINMATICS is not permitted to further retain personal data, documents or parts thereof. This does not apply to data that FINMATICS is obliged to retain and to the deletion of personal data from backup copies, as in this case advance deletion is not technically feasible. Personal data stored in backup copies will be stored for a maximum period of three years and will then be deleted.

11.2 FINMATICS is obligated to ensure the return or deletion of data by sub-processor as well.

Schedule ./1
Technical and organizational measures according to Article 32
GDPR

1.   Confidentiality

FINMATICS ensures that the confidentiality of personal data is guaranteed at all times. To this end, the following measures are taken in particular:

a)   Physical access control

    i)   FINMATICS grants access authorizations and checks them at regular intervals. Unauthorized persons shall be denied access to data processing equipment with which personal data are processed.

    ii)   FINMATICS shall comply with all physical security requirements resulting from any certifications or industry standards.

b)   Data access control

    i)   FINMATICS is responsible for preventing unauthorized persons from using the data processing systems.

    ii)   In particular, the granting individual access rights must ensure that employees or other authorized persons are only granted access to personal data to the extent necessary for the performance of their tasks.

c)   Authorization control

    i)   FINMATICS must ensure that authorized persons can only access data that falls under their access permissions and that personal data is not read, copied, altered, or removed without authorization.

    ii)   Access must be technically restricted to those authorized persons who require access to the data for the effective performance of the contract.

    iii)   User lists must be maintained. FINMATICS must also ensure that only users with a valid contractual relationship and the designated roles have access to personal data.

2.   Integrity

FINMATICS shall ensure the integrity of personal data at all times. To this end, the following measures are implemented:

a)   Transfer control

FINMATICS ensures to prevent data breaches. To this end, FINMATICS takes measures to prevent unauthorized reading, copying, alteration, or deletion/removal of personal data or data carriers during electronic transmission or transportation. FINMATICS must also ensure that it is possible to determine the destinations to which personal data is transmitted by

data transmission equipment.

b) Input control

FINMATICS must ensure that it is possible to determine whether and by whom personal data is entered, modified or removed in data processing systems.

3. Availability and resilience

FINMATICS ensures that its systems are available and resilient in accordance with the industry standards and the state of the art.

a) Availability

i) FINMATICS takes measures to protect personal data from accidental or deliberate destruction or loss.

ii) In the event of significant disruptions with the systems, FINMATICS collaborates with the Controller.

iii) FINMATICS will make regular backups to ensure rapid restoration after technical and/or physical incidents.

b) Resilience

FINMATICS is responsible for ensuring that their systems are protected in the event of technical attacks and that capacities are available to enable smooth operation despite unforeseeable loads.

4. Procedure for regular review, assessment and evaluation

4.1. FINMATICS regularly reviews, assesses and evaluates its technical and organizational measures to ensure ongoing security of the processing.

4.2. FINMATICS agrees to allow its security measures to be reviewed and assessed by its contractual partners or by an expert appointed by them.