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.