

GENERAL TERMS AND CONDITIONS

of Finmatics GmbH, Lindengasse 41/2nd floor, 1070 Vienna, Austria, registered under FN 466381 f ("**FINMATICS**").

1. SCOPE AND DEFINITIONS

- 1.1 These General Terms and Conditions ("**GTC**") together with the ORDER FORM and or any special agreement, as well as the Annexes to the GTC, shall govern the legal framework for (i) the temporary, non-exclusive provision of the FINMATICS-SOFTWARE, and (ii) the provision of individual and or reoccurring services (e.g., training, support, or development services) to FINMATICS' business customers, both subject to payment of fees as regulated in these GTC. 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.
- 1.2 FINMATICS reserves the right to amend 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 in text form 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.
- 1.3 Capitalized terms in the GTC shall have the definitions assigned to them in this Section and shall form part of this AGREEMENT.

"**ADDITIONAL FEATURES**" has the meaning set forth in Section 2.3, whereby SCC, Single Sign On and API integrations may be considered SUPPLEMENTARY MODULES;

"**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;

"**BOOKING LINE**" means an accounting transaction line generated by the FINMATICS-SOFTWARE;

"**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 of CUSTOMERS, which are, in whatever form or by whatever means, provided by CUSTOMER, the CUSTOMER's USERS and or sublicensees in the course of using the FINMATICS-SOFTWARE;

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

"**DOCUMENT**" refers to any document (in particular INVOICES), which the CUSTOMER, the CUSTOMER's USERS and or sublicensees record or which the CUSTOMER, USER or sublicensee upload in the FINMATICS -SOFTWARE or which are transmitted by e-mail to the FINMATICS-SOFTWARE, whereby all DOCUMENTS, unless otherwise agreed in individual cases, are stored in the FINMATICS-SOFTWARE for a maximum period of 18 months;

"**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; in particular, the "*Invoice Hub*" and "*Automation Hub*" are considered FINMATICS-MODULES;

"**FINMATICS-SOFTWARE**" is the Software as a Service (SaaS) solution provided by FINMATICS to the CUSTOMER for a limited time and not exclusively, as described in the SOFTWARE DOCUMENTATION, whereby the specific scope of use and the USAGE LIMITS are set out in the ORDER FORM, in the applicable PRICELIST, in any other written form or (if permitted by these GTC) in text form between the PARTIES;

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

"**GTC**" refers to these General Terms and Conditions;

"**INVOICE**" means a DOCUMENT, which is necessary for accounting, that proves business or financial transactions (in particular cash receipts, incoming invoices, outgoing invoices);

"**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;

"**PARTNER**" has the meaning set forth in Section 2.5;

"**PRICELIST**" refers to the list of applicable LICENSE FEES and CONSULTING AND DEVELOPMENT FEES in their current version (Annex 1);

"**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 description of the FINMATICS-SOFTWARE functions available at finmatics.com/en/softwaredocumentation in the respective current version.

"**SSC**" refers to the ADDITIONAL FEATURE "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;

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

"**USAGE LIMITS**" refers to the limitations specified in Annex 1 or in another form for each respective FINMATICS-MODULE, including but not limited to, the number of (i) CUSTOMER'S USERS, ii) DOCUMENTS/INVOICES, (iii) DOCUMENT LINES, (iv) BOOKING LINES or (v) API calls that can be processed through the FINMATICS-SOFTWARE each month; in case that

DOCUMENTS/INVOICES, DOCUMENT LINES or BOOKING LINES are deleted in the FINMATICS-SOFTWARE after their upload or creation by the CUSTOMER, its USER or sublicensee, they are also taken into account when calculating the USAGE LIMITS. If the PARTIES agree on BOOKING LINES as applicable USAGE LIMIT, at least one BOOKING LINE will be charged for each DOCUMENT processed in the FINMATICS-SOFTWARE.

"**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, but are not limited to, independent contractors, consultants or clients of the CUSTOMER.

- 1.4 The Annexes to the GTC form an integral part of the GTC and the AGREEMENT.
- 1.5 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 written agreement.
- 1.6 Where the GTC refer to a "*Section*", such reference is to the relevant section in the GTC.

2. SUBJECT OF THE AGREEMENT

- 2.1 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 individual and or reoccurring CONSULTING AND DEVELOPMENT SERVICES for the CONSULTING AND DEVELOPMENT FEES as specified in the ORDER FORM or otherwise. If the CONSULTING AND DEVELOPMENT SERVICES provided by FINMATICS are not included in the chosen FINMATICS-MODULE, the billing for such CONSULTING AND DEVELOPMENT FEES will be based on an hourly rate as defined in the ORDER FORM, in writing or text form as the case may be; and
 - d) Support services (user support) in relation to the use of the FINMATICS-SOFTWARE.
- 2.2 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.
- 2.3 The CUSTOMER has the option to determine which functionalities of the FINMATICS-SOFTWARE the CUSTOMER wishes to access and to what extent he wants to use them within the scope of his 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 ("**PRICELIST**"). 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.

- 2.4 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, unless otherwise agreed (in particular with regard to services as provided by PARTNERS in accordance with Section 2.5)
- 2.5 FINMATICS is also authorized to introduce third parties ("**PARTNER**") to the CUSTOMER for the provision of services mentioned in particular in Section 2.1.c) and d) of the GTC or other services. In such cases, provided that the CUSTOMER and the PARTNER agree, a separate agreement between the CUSTOMER and the PARTNER 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 of the PARTNER and therefore does not assume any liability towards the CUSTOMER in this regard. The CUSTOMER acknowledges that CUSTOMER DATA may be exchanged between the PARTNER and FINMATICS if this is necessary for the provision of services and for billing purposes of the PARTNER and/or FINMATICS.
- 2.6 Furthermore, FINMATICS can transfer the rights and obligations arising from this AGREEMENT, in whole or in part, and thus also with regard to individual services, to third parties. The CUSTOMER hereby agrees to this transfer of rights in advance. FINMATICS shall notify the CUSTOMER of the transfer of rights within a reasonable period of time.

3. LICENSE TO THE FINMATICS-SOFTWARE

- 3.1 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 GTC (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.
- 3.2 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 and his USER's by FINMATICS, and (iii) for the purpose specified in the SOFTWARE DOCUMENTATION.
- 3.3 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.
- 3.4 The CUSTOMER acknowledges that the CUSTOMER has received the SOFTWARE DOCUMENTATION and has had an opportunity to review it.

4. SUBLICENSING

- 4.1 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 and data protection regulations.
- 4.2 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 USERS and sublicensees, and the CUSTOMER shall be liable to the same extent as the sublicensees.
- 4.3 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

- 5.1 FINMATICS offers the CUSTOMER certain individual or reoccurring 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 or, as part of the respective FINMATICS-MODULE ("**CONSULTING AND DEVELOPMENT FEES**") in accordance with the ORDER FORM or special agreement. A detailed list of the offered CONSULTING AND DEVELOPMENT SERVICES is provided in [Annex 1](#) and or in the ORDER FORM.
- 5.2 Furthermore, FINMATICS provides certain support services for user assistance in relation to the use of the FINMATICS-SOFTWARE, as agreed upon separately.
- 5.3 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

- 6.1 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.
- 6.2 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 and sublicensees;
- 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 and or DOCUMENTS 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.

6.3 The CUSTOMER undertakes not to upload, process or provide any DOCUMENTS with illegal or abusive content in the FINMATICS-SOFTWARE. THE CUSTOMER, USERS and sublicensees are only allowed to provide DOCUMENTS using the FINMATICS-SOFTWARE which are necessary for the fulfillment of FINMATICS' contractual obligations and for the contractually agreed scope of use. 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.

6.4 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 immediately and or to provide further information. 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, USER's and or sublicensees' access to the FINMATICS-SOFTWARE until the breach is rectified or to terminate the AGREEMENT for cause.

6.5 Regardless of Section 6.4, FINMATICS expressly reserves the right to block, take offline and/or delete any illegal content (in particular, copyright infringement, sexual or otherwise offensive depictions and all content related to hatred, violence, terrorism, harassment and other immoral content) which are uploaded and/or processed in the FINMATICS-SOFTWARE, at any time and without notice, whereby the process for dealing with illegal content by FINMATICS is described under finmatics.com/en/reportillegalcontent. In such cases, the CUSTOMER shall not be entitled to any claims against FINMATICS.

6.6 The CUSTOMER shall cooperate in investigating any 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

7.1 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.

7.2 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.

7.3 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

8.1 FINMATICS will inform the CUSTOMER in text 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 in one CONTRACT MONTHS ("**EXCEEDANCE PERIOD**"), 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. 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).*

8.2 The CUSTOMER may object in textform 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.

8.3 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 8.1 and 8.2 apply again. Furthermore, the increase in LICENSE FEES for the current CONTRACT YEAR according to Section 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.

8.4 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 textform or informally and shall become effective upon declaration of acceptance, in which case FINMATICS shall provide the Customer with a confirmation in textform or informal confirmation of the contract amendment for documentation purposes. Section 11.4.b) shall apply.

8.5 FINMATICS reserves the right to adjust LICENSE FEES and CONSULTING AND DEVELOPMENT FEES as part of the ANNUAL INVOICE once per CONTRACT YEAR for the respective SUBSEQUENT PERIOD due to general economic developments and price increases from suppliers. To do this, FINMATICS will take into account industry standards, in particular the Austrian collective agreement for employees of

companies in the field of automatic data processing and information technology services.

- 8.6 If USAGE LIMITS are indicated as "unlimited" in the respective PRICELIST or in the ORDER FORM, FINMATICS reserves the right to nevertheless charge for or limit excessive use. Excessive use is when the use goes beyond the usual use pattern, especially when the functionality, speed, availability and/or stability of the FINMATICS-SOFTWARE is affected by the use.

9. TERMS OF USE SSC, REQUIREMENTS FOR DOCUMENTS

- 9.1 The provisions of this Section 9 apply if the CUSTOMER has booked the ADDITIONAL FUNCTION SSC to its FINMATICS-MODULE.
- 9.2 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 or manual 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.
- 9.3 FINMATICS informs the CUSTOMER in text 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 text form 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

- 10.1 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, sublicensee or third party.
- 10.2 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.

- 10.3 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.
- 10.4 Any intended access or use of the CUSTOMER's or USER'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.
- 10.5 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

- 11.1 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 with the CUSTOMER's effective signature on the ORDER FORM and receipt of the ANNUAL INVOICE. The CUSTOMER is considered to be in default with the payment of the LICENSE FEE for the INITIAL PERIOD if the CUSTOMER fails to pay the LICENSE FEE within 14 days after receiving the respective ANNUAL INVOICE.
- 11.2 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.
- 11.3 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 14 days after receiving the ANNUAL INVOICE.
- 11.4 In the event of (i) the provision of a FINMATICS-MODULE with higher USAGE LIMITS pursuant to Section 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 8.4, 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.
- 11.5 FINMATICS will invoice the amounts in accordance with Section 11.4.a) and 11.4.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.
- 11.6 CONSULTING AND DEVELOPMENT FEES, unless included as part of the applicable FINMATICS-

MODULE or ADDITIONAL FEATURE and billed as such in the course of the ANNUAL INVOICE, shall be on an hourly rate basis based on the CONSULTING AND DEVELOPMENT SERVICES actually provided by FINMATICS, with the due date and payment period being governed by the (i) ORDER FORM or (ii) the respective invoice.

11.7 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.

11.8 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 14 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

12.1 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 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.

12.2 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.

12.3 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

13.1 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**").

- 13.2 The AGREEMENT shall remain in force for 12 (twelve) months as of the EFFECTIVE DATE ("**INITIAL PERIOD**").
- 13.3 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**").
- 13.4 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, 4 and 6.
- 13.5 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.
- 13.6 In all other respects, the (partial) amendment termination rights of FINMATICS or the CUSTOMER shall apply in accordance with Sections 8 and 9.3.
- 13.7 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 specifically requested to do so, remove USER data from the FINMATICS-SOFTWARE.

14. WARRANTIES

- 14.1 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.
- 14.2 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 text form or informally at least two (2) calendar days in advance.

14.3 Furthermore, FINMATICS warrants that the usage rights granted for the FINMATICS-SOFTWARE are free from any third-party rights that could hinder the CUSTOMERS' contractual use.

14.4 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.

14.5 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.

14.6 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

15.1 FINMATICS shall only be liable for claims for personal injury, i.e., for the injury to life, body, or health, and, to the extent legally permissible, only for claims relating to gross negligently or intentional behaviors. This limitation shall also apply to FINMATICS's legal representatives, and vicarious agents.

15.2 Additionally, FINMATICS' liability 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.

15.3 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

16.1 The CUSTOMER shall notify FINMATICS in writing without delay of all claims asserted against the CUSTOMER based on the assertion that the contractual use of the FINMATICS-SOFTWARE may infringe an effective industrial property right or copyright of a third person.

16.2 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.

16.3 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.

16.4 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

17.1 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.

17.2 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.

17.3 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.

17.4 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. CONFIDENTIALITY

18.1 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 information is 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, potential investors, affiliated companies, their respective bodies and employees, as well as advisors, provided that they have entered into a customary confidentiality agreement.

18.2 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 18.1 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.

18.3 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.

18.4 Insofar as CUSTOMER DATA is subject to Sections 203 subsequent of the German Criminal Code, FINMATICS will treat this CUSTOMER DATA as strictly confidential in the knowledge of the criminal consequences. However, the CUSTOMER is obliged to notify FINMATICS of this circumstance in writing in advance.

18.5 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 and on other marketing materials 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-sublicensable 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.

19. RELEVANT NOTIFICATIONS

19.1 Subject to any variation requests under Section 8.4 or notifications according to Section 14.2.b, all notices in relation to the AGREEMENT shall be in text form, unless a different form is required by mandatory law. Communications from the CUSTOMER to FINMATICS in text form are to be sent to customers@finmatics.com. Communications from FINMATICS to the CUSTOMER are to be sent to the CUSTOMER's email address provided in the ORDER FORM.

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

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

21. OTHER PROVISIONS

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

21.2 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.

21.3 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.

- 21.4 The AGREEMENT and the agreements expressly referred to therein as well as agreements in text form (to the extent they are legally permissible according to the present GTC) 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.
- 21.5 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.
- 21.6 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.
- 21.7 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. For the avoidance of doubt, it is noted that simple and advanced electronic signatures fulfill the written form requirement within the meaning of this section 21.7.

Annex 1
Price list as well as consulting and development services