MAZEPAY[®]

Appendix A

Cloud Service Terms ("Terms")

Effective from: 1st of May 2023

Mazepay products and services are provided by Mazepay A/S ("Mazepay" "us", "we", or "our") through our websites *.mazepay.com, *.mazepay.io, and country specific websites (the "Website"). These Terms of Use ("Terms") govern our Customer's ("Customer", "your" or "you") use of all Mazepay products and services ("Services"). Please read these Terms carefully and contact us if you have any questions.

1. Agreement to Terms

Please read this Agreement and Terms before using Mazepay Services. By signing, accessing, or using Mazepay Services, you signify acceptance of and agree to the terms and conditions of this Agreement. In the event that the parties have a fully executed agreement that expressly governs orders for Mazepay Services, such agreement shall where conflicts, inconsistency or ambiguity arise between the contractual terms supersede these Terms. Where the Payment Service Terms contains such conflict, inconsistency, or ambiguity due to compliance with Regulatory Requirements and/or Applicable Law such Payment Service Terms supersede the agreed terms.

2. Definitions and interpretations

These definitions and interpretations apply to the Agreement as a whole including all appendices and supporting material as provided by Mazepay and as amended from time to time.

"Applicable Law" means all laws, orders, decrees, rules, regulations, directives, notices, or guidelines (including the requirements of any Regulatory Authority) having legal effect and as applicable to a Party in respect of its rights and/or obligations under this.

"Authorisation" means a validation of the available funds in the Customer's account to ensure that Mazepay can execute a Transaction.

"Authorised Representative" means an individual who has legal authority and capacity to:

- A. agree to bind the Customer to this Agreement; and/or
- B. make any amendments to this Agreement via the Mazepay Portal or by any other method required by us.

"Availability Service Level" means the uptime guaranteed by Mazepay excluding any scheduled downtime due to updates to or maintenance of the Services. Generally, Mazepay ensures to place any scheduled downtime outside regular business hours and days e.g., during night European time and on weekends.

"Availability Service Level" means the calculated availability of the Services provided.

"Business Day" means a day other than a Saturday or Sunday on which banks are open for normal business in the territories in which Mazepay is authorised to operate.

"Buyer" means person who is authorised to use the Mazepay Platform to initiate payments to a Supplier for ordered Products/Services.

"Chargeback" means a Transaction which is successfully charged back or reversed, in whole or in part, on request of the Buyer or the Issuing Partner pursuant to the Regulatory Requirements cancelling a Transaction in respect of which the Customer paid or was due pay, notwithstanding any Authorisation.

"Confidential Information" means any and all information disclosed in a manner clearly indicating its confidential nature or which, in the absence of such indication, would under the circumstances appear to a reasonable person to be confidential or proprietary in nature including information regarding operations, plans, strategies (including geographic expansion plans, target customer segment,



recruitment strategy, and corporate acquisition strategy), concepts, proposals, intentions, know-how, trade secrets, market information, fees and pricing, copyright and intellectual property rights (whether registered or not), software, market opportunities, organisational or corporate structure charts, details of customers and potential customers, details of competitors and potential competitors, business and/or financial affairs. For the avoidance of doubt, the fact that the Parties entered into this Agreement and that the Parties may disclose or may have disclosed information shall be Confidential Information.

"Consultancy Services" means the professional services provided by Mazepay either stand-alone (e.g., advisory on procurement strategy, etc.) or as add-ons to the Services and the Mazepay Platform.

"Customer Content" means information, documentation and data as reasonably required to be provided by the Customer on Mazepay's request in order for the Customer to use the Services.

"Customer Success" means the Mazepay team or individuals from the team who are responsible for the Customer's implementation of the Mazepay Services.

"Documentation" means the resources made available setting forth the then-current functional, operational and performance capabilities of the Mazepay Cloud Services.

"GDPR" means the EU General Data Protection Regulation 2016/679 (as amended from time to time).

"Issuing Partner" means a corporate card issuer which is connected with the Mazepay Platform for the purpose of enabling card issuing as part of the purchase approval flow. The list of active Issuing Partners is maintained by Mazepay and may be amended from time to time.

"Mazepay Platform" means the platform established by Mazepay to connect Buyers and Suppliers to initiate procurement spend including but not limited to purchase request approval, Supplier onboarding and Transactions to pay for goods and services provided by the Supplier to the Buyer.

"Mazepay Portal" means the front-end which a user of the platform interacts with to use the Services.

"Payment Service" means a solution to facilitate a Transaction governed by the Payment Service Terms. **"Payment Service Terms"** means the terms set out in Appendix B to this Agreement.

"Personal Data" has the meaning given to it in GDPR. For the purpose of these Terms and this Agreement, Personal Data is part of Customer Content and includes personal and financial details of the Buyer, the Customer's employees, directors and shareholders.

"Refund" means a full or partial reversal of a particular Transaction where the funds are reimbursed to the Customer on the initiative or request of the Customer.

"Regulatory Requirements" mean the requirements as set out in Applicable Law, by regulatory bodies and in addition Mastercard where applicable.

"Representative" means any employee, officer, or director of a Party.

"Services" means the commercial products provided by Mazepay on the Mazepay Platform to enable Buyers and Suppliers to interact on spend and enable Transactions.

"Supplier" means a company which provides goods and services to a Buyer and connects with the Mazepay Platform and which may receive funds via Transactions.

"Transaction" means the transfers of funds from a Buyer to a Supplier in payment of an invoice for the provision of goods or services.

3. Changes to Terms or Services

We may modify the Terms with a 90 days' notice where such changes are permissible in accordance with the Agreement by notice to all users on the Mazepay platform with administrator privileges, either via a Customer Success manager, through the notification system within Mazepay or by email. The updated Terms will apply to you unless you reasonably object in which case the Parties will in good faith negotiate to amend this into the Agreement.

Mazepay retains the right to modify the Services without materially deteriorating the content and quality of the Services. Generally, such changes are made to improve the Services or add associated



functionalities. Mazepay shall notify Customer either through the Mazepay Portal or by email as set out in clause 7. If such a change materially and adversely affects the agreed Services, this may be considered a material breach of the Agreement.

For the avoidance of doubt, any changes to the Payment Service Terms due to Regulatory Requirements including changes in Applicable Law or requests from regulatory authorities can be made with immediate notice.

4. Termination

4.1. Termination due to new Terms

In the event, that you notify us that you do not wish to be bound by the new Terms, we may view the Agreement as having been terminated from the time the new conditions enter into force.

4.2. Termination assistance

In the event that Customer cannot sufficiently migrate, export or collect Customer Content prior to the effective termination date after a termination, the Parties agree to allow an additional period of 20 business days to collect the remaining Customer Data (e.g., reconciliation data, purchase documentation (e.g., invoices, receipts), etc.) from the Mazepay Platform. Customer agrees to pay the equivalent of 1/12 of the annual subscription fee(s) as it was at the time of the notification. For the avoidance of doubt, Customer cannot during the termination assistance period make new requests or use the Services for other purposes than ensuring collecting the Customer Content.

5. Customer Responsibilities

5.1. Assistance

The Customer shall provide commercially reasonable information and assistance to Mazepay to enable Mazepay to deliver the Services. Upon request from Mazepay, the Customer shall promptly deliver Customer Content to Mazepay in an electronic file format specified and accessible by Mazepay. The Customer acknowledges that Mazepay's ability to deliver the Services may depend upon the accuracy and timeliness of such information and assistance.

5.2. Compliance with Laws

The Customer shall comply with all Applicable Laws in connection with and relevant for its use of the Services, including those laws related to data privacy and the transmission of technical or personal data. The Customer acknowledges that Mazepay exercises no control over the content of the information transmitted by the Customer through the Mazepay Services. The Customer shall not upload, post, reproduce or distribute any personal sensitive data, information, software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the written permission of the owner of such rights. Such written permission must be provided on request by Mazepay in case of any infringing material.

5.3. Unauthorised Use; False Information

The Customer shall: (a) notify Mazepay immediately of any unauthorised use of any password or user id or any other known or suspected breach of security, (b) report to Mazepay immediately and use reasonable efforts to stop any unauthorised use of the Services that is known or suspected by the Customer, and (c) not provide false identity information to gain access to or use the Services.



6. Registration and your information

6.1. Registration

It is important that you provide us with accurate, complete, and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete, and up to date. If we reasonably believe that the information provided by you is not accurate, complete, and up to date, we might have to suspend or terminate your Account subject to a prior notice to you of no less than twenty (20) Business Days. You agree that you will not disclose your Account password to anyone, and you will notify us immediately of any unauthorised use of your Account. You are responsible for all activities that occur under your Account, whether or not you know about them.

6.2. Personal data

You agree to share personal data as Customer Content requested for the purposes of identity verification in relations to using the Mazepay Services. In addition to providing this data you agree to permit us to keep a record of such information in accordance with Applicable Law. You also authorise us to make inquiries, either directly or through third parties that are deemed necessary to verify your identity or to protect you and/or us against financial crimes such as fraud. You shall be solely and fully responsible for any loss or expenses incurred during the use of Services if you cannot be reached through the contact information provided. You hereby acknowledge and agree that you have the obligation to keep all information provided up to date if there are any changes or update such on the request of Mazepay without undue delay.

7. Services provided by Mazepay

Mazepay enables corporations to easily trade and facilitate payments with other corporations using the Mazepay Service. We may decide to change the Service provided by Mazepay by changing or adding features in the future, therefore you acknowledge and agree that the form and nature of the Services may change without prior notice. Should we decide to suspend or discontinue material elements of the Service you will be given a six (6) months' prior, written notice.

Mazepay is an information technology provider only. Any directions, suggested usage, or guidance provided by Mazepay or the Service does not constitute legal, accounting, or other licensed professional advice. For the avoidance of doubt, any Mazepay Consultancy Services are always delivered under the disclaimer that the Customer is responsible for its operations and implementation of policies, instructions, and standard operating procedures. Your authorised users are responsible for the use of the Service within any professional practice and should obtain their own expert advice.

8. Subscriptions and fees

8.1. Prices, settlement, subscription prices, VAT, etc.

Mazepay is a paid service where the fees depend on the use of the Service based on the agreed pricing as set out in the Pricing & Payment Terms. In case the circumstances of the Customer's materially change during an initiated 12-month period, the Parties agree to discuss in good faith to adjust accordingly.

Mazepay may automatically charge the Customer fees via the Mazepay Platform in accordance with the agreed cadence or enable the Customer to set up an automated invoice payment flow through the Mazepay Platform. The charged fees are the accrued fees of transactions, charges, and subscriptions from



the preceding period on the cut-off date of the period (e.g., in a quarterly cadence 1 October - 31 December). The fees incurred under the Agreement including all variable fees related to approved transactions are automatically processed on the Mazepay Platform as a single transaction after the conclusion of the preceding period. The invoice associated with the charge is automatically uploaded in accordance with the standard process on the Mazepay Platform. In case of any dispute over the automatically charged fees on the Mazepay Platform, the Customer is obliged to raise its concern within 30 days directly to the Customer Success team contact to validate the dispute.

Mazepay may introduce new products and services subject to individual commercial terms as set out in associated offers as communicated at the time of introduction and amended from time to time.

8.2. Changes to prices

The price agreement for the Services including Payment Services is shown in the Agreement. Mazepay may change prices with a six (6) months' notice in advance of the annual anniversary of the Agreement. Mazepay may lower prices without notice. In case Regulatory Requirement or similar mandated requirement demands an immediate change, this may be communicated with immediate notice. Please note that if we start charging VAT in line with section 8.3, the six (6) months' notice will not apply.

For existing ongoing contractual services, we may raise the regular prices you pay or introduce new fees, subscription payments, etc. if the changes are due to market, earnings, or competitive factors, including risk, regulatory and cost factors, in Denmark or abroad. Such factors could be:

- greater operational risk
- changes in Applicable Law, legal practice or measures taken by Regulatory Authorities etc.
- changes in taxes and duties

- that the basis on which your individual price terms were previously determined changes materially. Your business will be informed of the changes via messages via your Customer Success team, the Mazepay Portal or via email. New prices will apply to your business from the date they take effect unless you notify us that you do not want to be bound by them. In the event you give notice that you do not accept the new prices, Mazepay may view the Agreement as terminated effective as the date when the new prices enter into force.

8.3. VAT

The prices for the Service and associated services have been stated excluding VAT, unless otherwise noted. If the Service is, becomes or has been subject to VAT, we are entitled to add VAT to prices and collect this VAT from the business. For the avoidance of doubt, Mazepay may also collect VAT we have paid for services already provided to or paid for by your business.

9. Warranties

Mazepay represents and warrants that:

- a) we will render the support and maintenance of the Services in a professional manner in accordance with industry standards using qualified personnel with the necessary skills and experience;
- b) the Mazepay Cloud Service (SaaS) provided to Customer will perform materially in accordance with the Documentation for term of the Agreement. If the Service does not operate materially in accordance with the Documentation, Mazepay will repair or replace the Services. If Mazepay is unable



to repair material defect within 30 days of receiving notice thereof, Customer will have the right to terminate the Agreement;

- c) the Mazepay Platform has been tested by software generally used in the industry for such purposes to determine that the Platform and associated software is free from viruses and other malicious code;
- d) the provision of the Services does not violate any Applicable Laws, and
- e) Mazepay personnel will comply with all Applicable Laws and all obligations under the Agreement in delivering and performing the Services.

10. Services availability and incident resolution

10.1. Availability Service Level

The Availability Service Levels are calculated in accordance with the following metrics principles:

- a) Mazepay monitors Services availability by assessing the ability to access the Mazepay Services including individual functionalities (e.g., request, approve, provision a card from Issuing Partner, etc.);
- b) The Services are considered as available when a request and approval can be made on the Mazepay Platform;
- c) The Services are considered as available when an issued card can be delivered within 30 minutes from final approval of a request contingent on Issuing Partner and communication facilities availability;
- d) Planned downtime is not counted and Mazepay reserves the right to initiate planned downtime with a 7-day notice period;
- e) Releases may be done at any time if the release does not impact the availability of the Services; and
- f) Mazepay reserves the right to initiate emergency downtime due to material bugs or security breaches without prior notice. Emergency downtime is included in the calculation of Availability Service Levels.

The calculation of Availability Service Levels is done by deducting unplanned downtime (e.g., Mazepay initiated emergency downtime, Services unavailability outside factors influenced by communication facilities set out in section 10.3 below, etc.) on an annual calculation. Mazepay strives to only initiate planned downtime outside normal business hours (7 – 18) central European time.

Availability Service Level = ((uptime – unplanned downtime) / full uptime) * 100

10.2. Incident management

Mazepay aims to initiate incident management immediately after a material incident (e.g., security breach, bug with impact across the Services, etc.) is identified. Due to the variable nature of incidents (including identified bugs), Mazepay commits to release fixes as soon as possible after a bug was identified, the root cause is identified, and a fix can be developed. However, Mazepay will strive to correct all errors in impacting the Services within reasonable time and react within the below incident severity level table:

Incident severity level	Response time	Description
1	1 hour	Service is unavailable or similar critical situation
2	12 hours	Incident with medium impact on the Customer's business or high impact with temporary work- around
3	48 hours	All other incidents



The response time is measured from the time an incident is reported until a Mazepay employee initiates work on the issue related to the incident.

Subject to the service levels and associated service credits, Mazepay does not guarantee that the Services will be performed error-free or uninterrupted, or that Mazepay will be able to correct all Services errors.

10.3. Use of communication facilities

The Customer acknowledges that Mazepay does not control the transfer of data over communication facilities, including the internet, and that Services may be subject to limitations, delays, and other problems inherent in the use of such communication facilities. The implications of such connectivity issues are not included in or counted against the Availability Service Levels.

10.4. Data recovery

In the event, that the Customer loses or deletes Customer Content, Mazepay will provide commercially, reasonable support to recover such Customer Content. Mazepay may charge for such support in accordance with the agreed rate card where Mazepay is not a contributing factor to the loss of data.

11. Limitation of liability and force majeure

You understand and agree that Mazepay shall not be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to any loss of profit, loss of goodwill, loss of business reputation, loss of data, cost of procurement of substitute goods or Services, or other intangible loss, resulting from:

- I. the use or the inability to use the Services including but not limited to;
 - A. breakdown of or lack of access to IT systems or damage to data in these systems due to any of the factors listed below and regardless of whether Mazepay or a third-party supplier is responsible for the operation of these systems due to force majeure circumstances such as;
 - 1. power failure or a breakdown of Mazepay's telecommunications, legislative or administrative intervention, natural disasters, war, riots, civil unrest, sabotage, terrorism, or vandalism (including computer virus attacks and hacking);
 - 2. strikes, lockouts, boycotts, or picketing, regardless of whether Mazepay or its organisation is itself a party to or has started such an industrial dispute and regardless of its cause. This also applies if the dispute affects only parts of Mazepay; and
 - 3. other force majeure beyond the control of Mazepay. We are not exempt from liability if Mazepay ought to have foreseen the cause of the loss when the Agreement was entered into or ought to have avoided or overcome the cause of the loss.
- II. any changes which Mazepay may make to the Services, or any permanent or temporary cessation in the provision of the Services, in both cases always subject to Mazepay acting in compliance with this Agreement;
- III. unauthorised access to or alteration of your transmissions or data including but not limited to;
 - A. any loss incurred by your business as a result of any third party's unauthorised use of your access to the Service, unless such unauthorised use of access is due to any act or omission by Mazepay in breach of this Agreement;
- IV. the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through the use of the Services unless such events are due to any act or omission by Mazepay in breach of this Agreement;
- V. or any other matter relating to the Services.



The limitation of liability (I-V) shall further not apply in the event of gross negligence or wilful misconduct by Mazepay.

11.1. Liability cap

Unless otherwise agreed by the Parties in writing, a Party's maximum liability in aggregate to the other Party arising out of this Agreement shall not exceed the aggregate amount paid or payable by Customer to Mazepay for all Services contained within the same Service in respect of breaches other than nonpayment of sums owed.

12. Third-Party Indemnity

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party (the "Indemnified Party") against any and all claims which may be asserted against or suffered by the Indemnified Party, which relate to negligent actions, infringement of intellectual property rights, or damage suffered by the relevant third party, to the extent resulting from any negligent act or omission of the Indemnifying Party provided that the negligent actions, infringement of intellectual property rights, or damage suffered by the relevant third party is not attributable to any act or omission of any one or more of the Indemnified Party or to the failure of one or more of the Indemnified Party to take reasonable steps to mitigate or avoid the negligent actions, infringement of intellectual property rights, or damage in question.

The Indemnified Party shall on the reasonable request of the Indemnifying Party support against the claim.

13. Third-Party partners

You understand that Mazepay uses third parties (e.g., hosting partners, communication service providers) to provide the necessary resources to operate the Services. For services delivered in EU/EEA, all GDPR-related personal data is maintained within EU. For the avoidance of doubt, Mazepay may exchange data to non-EU geographies where the Customer allows employees in such geographies to use Mazepay Services. Data processing is set out in Appendix C and our third-party providers listed in Appendix D.

14. Confidentiality

Either Party may receive access to confidential or proprietary information of the other Party ("Confidential Information"). Confidential Information includes Customer Content, source code, all nonpublic elements of the Service including performance information regarding the Services. Confidential Information excludes information that you already lawfully knew or that becomes public. Either Party will (a) use a reasonable degree of care to protect all Confidential Information, (b) not use Confidential Information except in support of its authorised use of the Services and (c) not disclose Confidential Information except to employees, agents, accountants, and legal professionals with a legitimate need to know and who have agreed in writing to keep it confidential. Either Party may also disclose Confidential Information to the extent required by Applicable Law after reasonable notice to the disclosing Party and cooperation to obtain confidential treatment. Unauthorised disclosure of Confidential Information may cause harm not compensable by damages, and the disclosing Party may seek injunctive or equitable relief in a court of competent jurisdiction, without posting a bond, to protect its Confidential Information.

15. Ownership, intellectual property rights and restrictions



15.1. Intellectual property rights

The Customer retains ownership and intellectual property rights in and to its Customer Content. Mazepay retain all ownership and intellectual property rights to the Services, and anything developed and delivered under the Agreement. Third party technology that may be appropriate or necessary for use with some Mazepay Services is specified in the program Documentation or ordering document as applicable. The Customer's right to use such third-party technology is governed by the terms of the third-party technology license agreement. Custom development work performed by Mazepay as Consultancy Services is owned by Mazepay unless otherwise specified in a Statement of Work.

15.2. Changes to the Services and Mazepay Platform based on Customer input or requests

Mazepay shall receive a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendation or other feedback provided by the Customer relating to the operation of the Services. After an implementation or incorporation of such suggested changes to the Services and the Mazepay Platform, these implementations are in all cases considered the intellectual property of Mazepay.

15.3. Use of Customer Content for developing algorithms

Mazepay may use Customer Content (e.g., uploaded Transaction documentation such as invoices) in an aggregated or anonymised for the purpose of developing the automated features provided as part of the Services. The use of Customer Content supports increasing the accurateness of the algorithms across all customers using Mazepay's Services which enable the Customer's experience using features of the Services enabled by automation (e.g., Transaction auditor, automated filling of content from invoice (e.g., VAT amount, purchase amount, etc.)). For the avoidance of doubt, no Customer Content shall be shared or made available to other Customers of Mazepay by this use and Mazepay handles all personal data in accordance with Appendix C.

Notwithstanding this section 15.3, Mazepay separately monitors Transactions and related documentation to ensure compliance with Applicable Law as set further out in Appendix B.

16. Breach of contract

In the event of a breach of this Agreement, the non-breaching Party may give the breaching Party ten (10) days written notice to remedy the default.

Breach of contract includes, but is not limited to, the following events:

- I. the Customer fails to meet its payment obligations under the Agreement or the Terms; for Mazepay, such as in relation to payment refunds or non-payment of issued notes, invoices, etc.
- II. either Party is declared bankrupt or is subject to other forms of insolvency proceedings, including suspension of payments, negotiations for a composition or debt restructuring;
- III. either Party is the subject of an execution or attachment order;
- IV. either Party otherwise ceases its activities, regardless of the reason for this; and
- V. either Party significantly or repeatedly fails to comply with Applicable Law etc.

17. Governing Law

17.1. Jurisdiction

These Terms shall be governed and construed in accordance with the laws of Denmark, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be

considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

17.2. Arbitration

The Parties irrevocably submit to the exclusive jurisdiction of arbitration proceedings conducted in Copenhagen in accordance with the rules of procedure of the Danish Institute of Arbitration. The arbitration tribunal shall consist of one arbitrator which shall be appointed by the Institute.

18. Communication Acknowledgements

You acknowledge that Mazepay will send emails, text messages and similar to effectively perform Services. You authorise us to send your registered users' emails, text messages on their registered mobile phone and similar when required to use Mazepay Services.

19. Marketing

You acknowledge and accept that Mazepay has the right to use your name and logo to identify you as a customer of Mazepay, on Mazepay's website, marketing materials or similar.

If your business has agreed to receive marketing communication from Mazepay, we can send email, text messages or other electronic information containing relevant offers and information about other products deemed to be of interest to you.

You may revoke above rights, at any time, by contacting Mazepay Customer Success team.

20. Link to Third Party Websites

- I. Our Services contain links to third party websites and services. These third-party websites and services are not owned or controlled or managed by Mazepay.
- II. Mazepay has no control over, and takes or assumes no responsibility for, the content, privacy policies, terms and conditions or practices of websites or services of any third party.
- III. You acknowledge and agree that Mazepay shall not be responsible or liable, directly, or indirectly, for any damage or loss caused by or alleged to be caused by or in connection with the use of or reliance on any such goods and services or content available on or through any such websites or services.
- IV. Mazepay advises you to read the privacy policies and terms and conditions as given in the websites or services of any third-party website that you visit or use.

21. Disclaimer

The information contained in the Services is for information purposes only. While we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the information, products, services, or related graphics contained in Services for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

22. Contact Us

In case of questions related to these Terms at legal@mazepay.com or via Mazepay Customer Success.