SERRALA

A. Scope and definitions

1. Scope of Application

1.1 The following General Terms and Conditions for Solutions and Services ("**GTC**") are an integral part of the contracts concluded between the relevant company of the Serrala Group ("**Serrala**") and the customer ("**Customer**") for software and cloud solutions of Serrala and the other services to be provided by Serrala in connection therewith; with the exception of the solutions CPWeb, CPPro and Alevate Bill Pay, for which the specific terms and conditions of Serrala for these solutions apply exclusively. In addition, these GTC shall become an integral part of any contract that refers to these GTC. These GTC shall also apply to all future transactions with the Customer arising from ongoing business relationships.

1.2 The rights and obligations of the parties, in particular the respective scope of services, are primarily determined by the individual agreements of the parties as contained in the order, purchase order, order form or a comparable offer or order letter ("**Offer Letter**"). Unless otherwise stipulated in this Offer Letter, the following provisions shall apply.

1.3 Any terms and conditions of the Customer that conflict with or deviate from these GTC (e.g. those referred to in orders) shall not apply.

2. Definitions

2.1 "**User Documentation**" means all information that Serrala makes available to the Customer and that describes Serrala's solutions and Services. It includes, for example, license specifications, technical documentation, instructions for the use of the Could-Service and related software and technical information.

2.2 "**Services**" means all IT services, in particular software and platform-supported IT services, which Serrala offers to the Customer.

2.2 For the purposes of these GTC, "**Software Solutions**" means the original Serrala program and complete or partial copies thereof. Software Solutions may consist of (i) machine-readable instructions and data, components, files and modules, (ii) audio-visual content (e.g. images, texts, recordings or pictures) and (iii) related license material (e.g. keys and documentation). In case of doubt, Software Solutions also include the data generated by Serrala for the Customer or by the Customer itself.

B. General Provisions

3. Order processing

3.1 Contracts are concluded by Serrala sending the Customer an Offer Letter by e-mail that contains a digital or copied signature or is otherwise marked as binding and by the Customer accepting this Offer Letter by returning the legally binding signed order or its own order form or purchase order. The Customer can only accept the Offer Letter unchanged. A contract may also be concluded by the Customer giving its consent on an electronic platform set up by Serrala for this purpose (such as DocuSign). In addition, contracts are also concluded if Serrala and the Customer reach a binding agreement in any other way by signing the Offer Letter in writing or electronically.

3.2 Upon receipt of the signed Offer Letter, Serrala may issue an order confirmation and send it to the Customer.

3.3 The purchase of additional products, licenses or other services by the Customer shall be made in accordance with Section 3.1 ("**Supplementary Bookings**").

3.4 Dates specified by Serrala are always non-binding, unless expressly agreed otherwise in the Offer Letter.

4. Contract Term and Termination

4.1 Unless otherwise agreed, term contracts shall commence upon conclusion of the contract (term contracts are all continuing obligations that include software lease, SaaS, Services contracts and other subscriptions, as well as professional services service packages in accordance with Section 25). Term contracts have an initial fixed term of 36 months and will thereafter automatically renew for periods of one year each, unless one party gives six months' prior written notice. Notices can be send by e-mail. Notices for termination send by the Customer are only effective if address to: termination@serrala.com.

4.2 If the Customer makes Supplementary Bookings or otherwise concludes further contracts with Serrala, termination is permitted at the earliest 36 months after the last additional booking, unless it has been expressly agreed that the additional booking shall have no effect on the existing contract term.

5. Remuneration and Terms of Payment

5.1 The amount of the remuneration to be paid by the Customer is set out in the Offer Letter and, if no price is stated therein, in the applicable Serrala price lists. Unless otherwise agreed, the remuneration shall be due annually in advance at the beginning of each contractual year.

5.2 Beginning with the second contract year, the remuneration is subject to an annual price adjustment based on the harmonized consumer price index (HICP) of the statistical office of the European Union ("**Index**"). If, at the beginning of a new contract year, the Index has increased or decreased by at least 0.5% compared to the last price adjustment (or, if no such adjustment has yet been made, compared to the level the contract was concluded), the remuneration and all fees owed by Customer for the new contract year shall be increased or decreased accordingly, plus an additional increase of 2.9%. The price adjustment shall be made by declaration to the other party, whereby Serrala may also declare the price adjustment request by adjusting the invoiced amount accordingly.

5.3 Unless professional services have been booked as a service package pursuant to Section 25, professional services and implementation services pursuant to Section 26 shall be invoiced by Serrala on a time and material basis at the conditions to be agreed between the parties. Billing shall be based on person-hours, unless billing by person-days has been expressly agreed. For each separate order placed by the Customer, a minimum of four person-hours shall be invoiced, even if less time was actually used (minimum purchase). The person-hours exceeding the minimum purchase shall be charged per hour or part thereof. If billing by person days has been agreed, one person day corresponds to eight hours. Person-days or part thereof shall be invoiced in full unless the Customer can prove that Serrala could have used the employee concerned productively elsewhere. If travel to the Customer takes place, the arrival and return times will be invoiced in full. Invoices shall be issued monthly after the service has been rendered. Travel and ancillary costs will be invoiced separately.

5.4 All agreed remuneration shall be subject to the statutory value added tax applicable at the time the respective service is rendered.

5.5 All invoices are due 30 days after invoicing without deduction.

5.6 The Customer may grant Serrala a SEPA Corporate Mandate. In this case, the following shall apply: Payment shall be made in accordance with the advance information, and notwithstanding Section 5.1, on a monthly basis by direct debit; the Customer warrants that the account specified in the SEPA Corporate Mandate has not been closed and that there are sufficient funds in this account; costs incurred due to non-payment or reversal of the direct debit shall be borne by the Customer, provided that the non-payment or reversal was not caused by Serrala.

6. Reservations of Change

6.1 Serrala is entitled to further develop the range of services and to change the services and adapt them to technical progress. If legitimate interests of the Customer are significantly adversely affected by such change, the Customer may terminate the contract within one month of becoming aware of the change (special right of termination). If the Customer does not exercise this special termination right within this period, the contract shall be continued with the amended range of services.

6.2 Serrala is entitled to amend these GTC with the Customer's consent. Consent to the amendment of the contract is deemed to have been given if the Customer does not object to the notification of amendment, which contains the amended GTC in text form, within four weeks of its receipt. Serrala will specifically inform the Customer of the consequences of failing to object in the notification of amendment. Serrala is only entitled to make changes (i) in response to a change in the law, (ii) to replace a provision in these GTC with a provision that is essentially the same if the highest court has declared the previous provision invalid, (iii) that are exclusively for the benefit of the Customer, (iv) that are appropriate to maintain a reasonable balance between performance and consideration (in particular an increase in prices in response to rising Serrala costs), or (v) that are appropriate to ensure that the contract continues to meet the industry standard.

7. Support services

7.1 The Customer may report problems and malfunctions of the Software Solutions or the Services to Serrala. The Customer must describe the error as precisely as possible. The Customer will receive qualified support from Serrala within the response time. In case a Customer Success Plan has been agreed with the Customer, Serrala provides services according to the Customer Success Plan on the basis of service level "Essential" or a higher service level, if such higher level has been expressly agreed.

7.2 Support is provided on all bank working days between 8:00 a.m. and 6:00 p.m. ("**Working Hours**"). The location of the Serrala service center is decisive in each case.

7.3 Customer support shall be provided via remote support (by e-mail and/or remote maintenance) as far as possible and reasonable. The necessity of on-site support will be decided by Serrala - in consultation with the Customer - on a case-by-case basis. The additional expenses for on-site assignments shall be remunerated separately by

the Customer at the hourly/daily rates agreed between the parties in accordance with Section 5 of the GTC.

7.5 Unless otherwise specified in the User Documentation of a Service, such Service shall be available to the Customer during Working Hours, with Serrala ensuring 99% availability per calendar year.

8 Obligations of the Customer to Cooperate

8.1 The Customer shall support Serrala in the fulfillment of the contract to the extent necessary and free of charge and, in particular, provide employees, workspaces, hardware and software, data and telecommunications equipment to the extent necessary.

8.2 The Customer has informed itself about the main functional features of the Services and has come to the conclusion that their use meets its operational requirements and needs.

8.3 The Customer shall observe the instructions provided by Serrala for the use of the Services, in particular the User Documentation.

8.4 The Customer shall provide Serrala with online access to its network and the installed applications for support, maintenance and troubleshooting purposes. The Customer shall provide the necessary infrastructure and required authorizations for Serrala. Access by Serrala shall only take place after consultation and corresponding activation by the Customer. The Customer's system administrator accompanies and monitors access throughout its duration. Any line costs incurred shall be borne by the Customer.

8.5 The Customer shall specify its error reports and questions as far as possible and follow the instructions given by Serrala. For this purpose, the Customer shall make use of appropriately trained employees.

8.6 The Customer is jointly responsible for functional tests. He shall assign competent employees for the tests who are able to judge and decide on defects, functional cuts and changes to the program structure. These employees shall also be personally present during necessary test runs.

8.7 If the parties have not agreed on a specific date for the fulfillment of the provisions and cooperation services, Serrala shall request these from the Customer with a reasonable lead time.

8.8 If the Customer does not fulfill the provisions and cooperation services, Serrala shall not be responsible for any resulting limitation of the contractual services. In this case, Serrala shall make reasonable efforts to fulfill the contractual services regardless of the missing provisions and cooperation services. If Serrala incurs additional costs as a result of such efforts, the Customer shall reimburse Serrala for these costs.

9. Audits

9.1 Serrala is entitled to check whether the Customer is using the services and Software Solutions provided by Serrala in accordance with the contract.

9.2 If the review reveals that the Customer has breached contractual obligations (in particular has used its access to the Services beyond the agreed extent or contrary to the usage restrictions), the Customer shall be obliged to make subsequent payments for all usage in breach of contract without delay. If use in breach of contract has been established, it shall be assumed at the Customer's expense that the Customer has been using the service in breach of contract to the same extent since the start of the contract or, if a review has taken place later, since the last review. If the inspection reveals a deviation of more than 5%, the Customer shall additionally bear all costs incurred in connection with the inspection. The amount of the additional payments - if any - shall be based on Serrala's official list price on the day on which the inspection is completed. Serrala reserves the right to assert further claims.

10. Warranty

10.1 The Customer is aware that software is never free from faults and errors. A significant deviation from the agreed quality constitutes a defect if it is reproducible and excludes or significantly impairs the usability of the services for the Customer.

10.2 The Customer is obliged to thoroughly test the Services for freedom from errors, accessibility and compatibility with its own systems immediately after being granted access and before using them. The Customer must notify Serrala immediately in writing of any errors detected during the test and of any other errors immediately after their discovery, in each case with a description of the error and the time of discovery.

10.3 Serrala is obliged to rectify any faults in the Services arising from its own area of responsibility. Errors may also be rectified by providing a workaround.

10.4 If Serrala provides services in the search for the cause of a fault or to rectify a fault without being obliged to do so, Serrala may demand remuneration for this in accordance with its usual rates. This applies in particular if a fault cannot be proven or is not attributable to Serrala.

10.5 Any strict liability for defects already existing at the time of conclusion of the contract is excluded.

11. Liability

11.1 In all cases of contractual and non-contractual liability, Serrala shall pay damages or reimburse futile expenses only to the extent specified below:

(a) Serrala shall be fully liable in the event of intent, in the event of gross negligence and in the absence of a quality for which Serrala has assumed a guarantee, only to the extent of the foreseeable damage that was to be prevented by the breached obligation or the guarantee;

(b) In cases other than those mentioned in Section 11.1(a), Serrala shall only be liable in the event of a breach of a material obligation (cardinal obligation). The liability shall be limited to EUR 25,000 per claim and for all claims together to the amount of the annual remuneration of the underlying contract. A breach of a cardinal obligation within the meaning of this Section 11.1(b) shall be deemed to exist in the event of a breach of an obligation the fulfillment of which is essential for the proper performance of the contract or the breach of which jeopardizes the achievement of the purpose of the contract and on the observance of which the Customer may regularly rely.

11.2 The defense of contributory negligence remains open. The limitations of liability pursuant to Section 11.1 shall not apply to liability for personal injury and liability under the German Product Liability Act.

11.3 A limitation period of one year applies to all claims against Serrala for damages or reimbursement of futile expenses in the case of contractual and non-contractual liability. The limitation period shall commence at the time specified in § 199 (1) BGB. It shall commence at the latest 5 years after the claim arises. The provisions of sentences 1 to 3 of this Section 11.3 shall not apply to liability for intent or gross negligence or for personal injury or under the Product Liability Act.

12. Offsetting, Right of Retention, Assignment

12.1 The offsetting or exercise of a right of retention by the Customer due to disputed or not legally established counterclaims is excluded. The exercise of a right of retention by the Customer is also excluded insofar as the counterclaims are not based on the same contract.

12.2 The Customer may not assign its rights and obligations under the contract without the prior written consent of Serrala. Serrala is entitled to transfer the entire contract with all rights and obligations arising therefrom to an affiliated company within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act).

13. Data processing for fulfillment of the Contract

13.1 In case Serrala processes personal data of the Customer in connection with the contract, Serrala ensures that such processing complies with the requirements of the GDPR and other applicable data protection laws. In case Serrala processes personal data on behalf of the customer, this processing shall be governed by the data processing agreement concluded between the parties; if no such data processing agreement has been concluded separately, Serrala's standard data processing agreement in the current version at the time of conclusion of the contract available at www.serrala.com/data-processing-agreements shall be deemed to have been agreed and shall thus become an integral part of the contract between Serrala and the customer.

13.2 Contact information is business-related contact information that the Customer makes available to Serrala; this includes, but is not limited to, names, job titles, business addresses, telephone numbers and e-mail addresses of employees and contractual partners of the Customer.

13.3 Contact information must be made available to and processed by Serrala for the purpose of implementing and promoting the business relationship and for processing the Customer's respective order. Serrala shall only process and use contact information in accordance with data protection laws..

13.3 The Customer shall ensure that the personal data provided to Serrala has been lawfully collected and that the transfer to and processing by Serrala for the purpose of performing the contract is permissible.

14. Data Processing for own Purposes

Without prejudice to Customer's rights to its data processed by Serrala, Serrala is permitted to use Derived Analytics Data to ensure the functionality of the Services, but also to improve them and to develop new products and services. For these purposes, Serrala is entitled to use the Derived Analytics Data in all known and unknown forms of use and without restrictions on transferability, sublicenses, time, place or manner, even after termination of the contractual relationship. "**Derived Analytics Data**" means all data generated by Customer's use of the Services, derived data or metadata regarding the processed content, as well as data derived from Customer's data under strict anonymization and in accordance with all confidentiality and privacy obligations of Serrala. Customer feedback and feedback on the Services shall also be considered as Derived Analytics Data.

15 Secrecy

The parties are obliged to maintain confidentiality about the fact that they have concluded a contract and about the agreed prices and conditions. In particular, the Customer may not publish any contractual documents or documentation provided by Serrala. This obligation shall continue to apply after termination of the contract. However, the parties are entitled to provide information to consultants bound to secrecy for consulting purposes.

16 Place of Jurisdiction, applicable Law

16.1 The exclusive place of jurisdiction for all disputes arising from and in connection with the contract shall be the court at Serrala's registered office.

16.2 The contract shall be governed by the law of the place of Serrala's registered office (in case of doubt, German law), to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

16.3 Amendments, supplements or a rescission of a contractual agreement into which these GTC have been incorporated must be made in writing. This also applies to the waiver of the written form requirement. Verbal collateral agreements have not been made.

16.4 Should a contractual provision be or become invalid, unenforceable or incomplete, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the provision that the parties would reasonably have agreed if they had been aware of the invalidity, unenforceability or incompleteness shall be deemed to have been agreed.

C. Subscription for On-Premise Software Solutions

17. Provision of Software and Quality

17.1 Serrala shall provide the Customer with the Software Solutions specified in the Offer Letter for the term of the contract under the terms of the Offer Letter and these GTC. The Software Solutions and the associated User Documentation will be made available for download; the Customer will receive a notification from Serrala with the download link in addition to the order confirmation. The User Documentation is provided in electronic, printable form and in German or English. If necessary, the use of the Software Solutions requires license keys, which Serrala will provide to the Customer. The Customer is obliged to immediately request Serrala in text form to (re)send or Software Solutions, User Documentation or license keys, otherwise the Customer cannot claim incomplete or delayed performance by Serrala.

17.2 The User Documentation and the Offer Letter describe which functions and services can essentially be achieved by the Software Solutions when used in accordance with the contract on the hardware and software environment specified in the technical documentation. **The Customer is aware that software is not free of errors and faults, provided that these do not exclude or significantly impair the usability of the Software Solutions for the Customer, such limitations are therefore part of the quality owed and do not constitute a defect.**

17.3 Properties which the Customer may expect according to public statements by Serrala or its agents, in particular in advertising or labeling about certain properties of the Software Solutions, shall only be part of the agreed quality if they are expressly mentioned in the User Documentation or the Offer Letter.

17.4 Serrala's services do not include the installation of the Software Solutions at the Customer's premises, Customer-specific adaptations to the Software Solutions, training or other services beyond the rental of the Software Solutions.

17.5 Serrala shall maintain the contractual condition of the Software Solutions during the agreed term of the contract, i.e. ensure the usability of the Software Solutions in accordance with the agreed quality. Within the scope of this obligation, Serrala shall provide the Customer with new program versions of the Software Solutions or patches and hotfixes and update the User Documentation accordingly. The obligation to provide does not apply, inter alia, to extensions of the Software Solutions which Serrala offers and markets separately as a new and independent product and new developments of the Software Solutions with the same or similar functions on a different technological basis.

18. Rights of use to the Software Solutions

18.1 Serrala grants the Customer a non-exclusive, non-transferable and non-sublicensable right to use the Software Solutions on the Customer's IT systems to the extent agreed in the contract for the term of the contract. Use of the Software Solutions by the Customer's group subsidiaries (affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act) is only permitted insofar as the Software Solutions are used for the Customer's and these subsidiaries' own internal processes and such use results from the Offer Letter and insofar as it also remains within the scope specified here.

18.2 Any use of the Software Solutions or the User Documentation outside the scope of the Offer Letter and these GTC requires the prior written consent of Serrala. All software licenses relate only to the use of object code. The Customer may reproduce the Software Solutions insofar as this is necessary for installation and intended use; other reproductions are only permitted for backup purposes. The Customer may reproduce the documentation insofar as this is necessary for the Customer's internal use of the software. Without the prior consent of Serrala, the Customer is not authorized (i) to use the Software Solutions for the purpose of providing IT services to third parties in the form of service bureau offerings, application service providing, outsourcing, SaaS solutions or in a similar form, (ii) to disclose to third parties the results of comparative or competitive analyses, benchmark tests or analyses relating to Serrala products, performed by or on behalf of the Customer, (iii) make Software Solutions available to persons other than its own employees or freelancers, (iv) transfer or lease the Software Solutions to third parties, and (v) analyze, reassemble or in any way edit or modify the Software Solutions. The Customer is only entitled to decompile the object code or otherwise reverse engineer the various production stages of the Software Solutions if this is necessary to establish interoperability with other software programs, if Serrala has not provided the Customer with the necessary data and information after a written request with a reasonable deadline and if the decomplication work is limited to those parts of the Software Solutions that are necessary to establish interoperability with other software programs.

18.3 The source code of the Software Solutions is not the subject matter of the contract.

18.4 The Customer is not permitted to change or remove copyright notices, marks and control numbers or symbols of Serrala.

18.5 The Customer shall keep a record of the copies of the subject matter of the contract made by it on data carriers in accordance with the contract and their whereabouts and shall provide Serrala with information and access thereto upon request.

19. Rights of Use to Updates/Releases, Patches and Hotfixes

Serrala shall grant the Customer rights of use to the updates/releases, patches, hotfixes, etc. provided to the Customer to the same extent as to the software with which they are to be used as intended or replaced by them. Serrala grants the Customer the right to use the updates/releases, patches, hotfixes, etc. provided to him to the same extent as the software with which they are used as intended or which is to be replaced by them. The provisions of Section 17. shall apply accordingly. The right to use the Software Solutions that are technically replaced by the new program versions shall expire within two weeks after the Customer productively uses the delivered program versions, but no later than one calendar month after receipt of the delivered program versions by the Customer.

20. Third-Party Software, Open Source

The leased Software Solutions may contain proprietary third-party programs that are licensed under separate terms and conditions, which are displayed to the Customer accordingly. The Customer is obliged to comply with the provisions of these license conditions for third-party programs. The Software Solutions may also contain open source programs. Information on open source programs (if included) will be made available to the Customer on request.

21 Obligation to Delete

Upon termination of the software rental agreement for whatever reason, the Customer is obliged to delete all copies of the Software Solutions and the User Documentation completely.

D. SaaS and Cloud Services / Managed Services

22. Services

22.1 For the provision of software-supported and Services, Serrala shall provide the Customer with access to the Service agreed in the Offer Letter in Serrala's area of availability (from the data center interface to the Internet) for the term of the contract and under the conditions of these GTC.

22.2 Serrala is not responsible for errors and limitations resulting from the transmission of the Service outside Serrala's sphere of influence (e.g. disruptions at Internet providers), but is only responsible up to the interface of its own data centers to the Internet.

22.3 The quality of the Services is based exclusively on the User Documentation. **The Customer is aware that software-based Services are not free from errors, faults and interruptions, provided that these do not exclude or significantly impair the usability of the Service for the Customer, they are therefore part of the quality owed and do not constitute a defect.**

23 Rights of Use and Scope of Use

23.1 To the extent that software must be installed and used on the Customer's systems for the proper use of Serrala's Services, Serrala grants the Customer the non-exclusive, non-transferable, non-sublicensable right to use such software for the agreed term.

23.2 Irrespective of technical restrictions (e.g. a limited number of accesses), the Customer may only use the Services to the extent contractually agreed. Use of the Services by third parties, including subsidiaries of the Customer (affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act), is only permitted insofar as the Service is used for the Customer's and these subsidiaries' own internal processes and such use is specified in the Offer Letter or the service description.

23.3 Without the prior consent of Serrala, the Customer is not entitled (i) to use the Services for the purpose of providing services to third parties, for example services in the form of service bureau offers, application service providing, outsourcing, SaaS solutions or in a similar form, (ii) to make the Services available to persons other than its own employees or freelancers, and (iii) to make the Services accessible to third parties. The Customer does not receive any further rights, in particular to the software provided or any infrastructures provided in the respective data center. Any further use requires the written consent of Serrala.

24. Support services and Troubleshooting

24.1 The Customer may report problems and disruptions in the use of the Services to Serrala Support. The details of this can be found in the service description.

24.2 The scope and manner as well as other details of troubleshooting and the mutual obligations within the scope of troubleshooting are set out in the current version of the Customer Success Plan. Unless a higher service level has been agreed, the Customer shall be entitled to services to the extent of the "Essential" service level.

E. Professional Services

25th Professional Service Bundle

25.1 If the Customer has booked service packages, Serrala is obliged to provide a suitable employee in accordance with the service package description for each hour called up within the hourly quota. If the term of the contract does not start at the beginning of the month, the remuneration for that month and the hourly quota shall be calculated pro rata. At the end of each month, the hourly quotas that the Customer has not used in that month expire.

25.2 Further details are set out in the service package description.

25.3 If a service hour option plan with a fixed term has been agreed (in particular an 'Assist' service package), the Customer is entitled to call up service hours up to the limit specified in the agreement. The Customer owes the remuneration solely for the possibility of using hours to the agreed extent after prior booking; the non-utilization of part or all of the contingent has no effect on the service relationships and the remuneration owed by the Customer.

26. Other services

26.1 Other services (in particular installations to access the Services on the Customer's systems, installation of updates/releases, hotfixes or patches, training and instruction services, consulting, customized or extended SLAs (Service Level Agreements), support services and customization programming) shall only be provided by Serrala on the basis of a separate written agreement. The Customer has no claim to this.

26.2 Unless the parties expressly agree otherwise, Serrala shall provide services only and no specific success shall be owed, even if such success has been formulated as a project objective.