

TAULIA CUSTOMER LOCATION SUPPLEMENT

These supplemental terms form part of an Agreement for Taulia products and services between Taulia and Customer and apply to the Cloud Services subscribed or used by Customer as set forth therein.

Capitalized terms used in these supplemental terms but not defined herein have the meanings assigned to them in the applicable Agreement.

In accordance with Section 4.7 (Customer Location) of the TOS, these supplemental terms govern the supplemental terms and conditions that shall apply to any Customer located in the countries set out below.

[Australia](#)

[Germany](#)

[Czechia](#)

[Hungary](#)

[Kingdom of Saudi Arabia](#)

[Portugal](#)

[Romania](#)

[United Arab Emirates](#)

Australia

IMPORTANT INFORMATION (GTCs)

Please read the GTC and the supplemental terms below carefully as you agree to them when you use the Taulia Platform and/or access the Cloud Services.

There are important provisions in the GTC as modified by these supplemental terms including which:

- allow Taulia to **suspend** or **limit** Customer's use of the Cloud Service in certain circumstances, but Customer will receive a pro-rata refund or reduction in relation to any such suspension or limitation (see Section 2.4);
- allow Taulia to **make modifications** which may **materially degrade** the Cloud Service, but Customer will have the **right to reject** any such modification by **terminating** its subscription to the Cloud Service or **accept** the modification and receive a pro-rata refund or reduction to reflect the modification (see Section 3.4.3);
- provide us and you with certain termination rights, but Customer who has an Order Form will be entitled to a pro-rata refund for the unused portion of prepaid fees where those termination rights are exercised (see Sections 3.4.3, 6.2(a)(i), 7.2.4, 7.3.3, 8.1.4 and 13.4.);
- in the event of third party legal proceedings brought against Customer relating to the Customer Data, require Taulia to cooperate with Customer **at Customer's reasonable expense** (see Section 4.5.4);
- require Customer to **reimburse** and **indemnify** Taulia for any Taxes and related costs that Taulia is required to pay in relation to Taulia's provision of any goods and/or services to Customer under the Agreement (see Section 5.2);
- where Customer has an Order Form, **limit Taulia's liability** for breach of certain express warranties that Taulia provides in these GTC relating to Taulia's provision of the Cloud Service (see Section 7.2) and for Taulia's breach of any applicable Service Level Agreement (see Section 7.3);
- require each party to **defend** the other party against certain third party claims brought against the other party and its Affiliates (in Customer's case) or Affiliates and subcontractors (in Taulia's case), and indemnify the other party against all damages finally awarded against the other party and its Affiliates or Affiliates and subcontractors (in Taulia's case) (see Sections 8.1.1 and 8.2); and
- **limits each party's aggregate liability** under the GTC (see Section 9.2) and **excludes certain forms of liability** under the GTC (see Section 9.3).

Modifications to the GTCs

Section 2.4. shall be modified as follows:

The words “in writing including details” shall be inserted prior to “of the suspension”.

A new paragraph shall be inserted at the end of the Section as follows, “During any period of suspension or limitation under this clause, Customer will be entitled to a pro-rata refund in the amount of the unused portion of prepaid fees for the suspended or limited subscription calculated as of the effective date of suspension or limitation (unless such refund is prohibited by Export Laws) or a pro-rata reduction of any fees yet to be paid during the suspended or limited subscription period.”

Section 3.4.3. shall be deleted and replaced with the following:

“If the modification materially degrades the Cloud Service and Taulia does not provide equivalent functionality, Taulia must provide a notice (**Change Notice**) to Customer in writing, 30 days before the effective date of the modification stating that Customer may terminate its subscription to the affected Cloud Service by providing written notice to Taulia within 30 days of receipt of the Change Notice.

If Taulia does not receive written notice of termination from Customer within that 30-day period, Customer is deemed to have accepted the modification and Customer will be entitled to a pro-rata refund of prepaid fees to reflect the modification calculated as of the date of the Change Notice (unless such refund is prohibited by Export Laws) or a pro-rata reduction of any fees yet to be paid to reflect the modification after the date of the Change Notice.”

Section 4.5.4. shall be deleted and replaced with the following:

“4.5.4. In the event of third party legal proceedings brought against Customer relating to the Customer Data, Taulia will cooperate with Customer (at Customer’s reasonable expense) and comply with applicable law with respect to handling of the Customer Data.”

Section 5.1. shall be deleted and replaced with the following:

“5.1. Fees and Payment

Customer shall pay fees as stated in any Order Form. If Customer does not pay fees in accordance with the terms of the Agreement then, in addition to any other available remedies, Taulia may suspend Customer’s use of the applicable Cloud Service until payment is made. Taulia shall provide Customer with seven (7) days’ prior written notice before any such suspension. Any fees not paid when due shall accrue interest at a rate equivalent to 2% per annum plus the cash rate set by the Reserve Bank of Australia, calculated daily from the day after the due date to the day of payment of the outstanding fee or the maximum legal rate, whichever is lower. Any interest payable by Customer to Taulia under this Section is intended to cover Taulia’s costs arising from Customer’s failure to make payment. Purchase orders are for administrative convenience only. Taulia may issue an invoice and collect payment without a corresponding purchase order. Customer may not withhold, reduce or set-off fees owed. Customer may not reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable. To the maximum extent permitted by law and without excluding, restricting or modifying Customer’s rights under the *Competition and Consumer Act 2010* (Cth) (**CCA**), all fees are non-refundable except per Sections 2.4, 3.4.3, 6.3 or 7.3.2.”

Section 5.2. shall be modified as follows, the words “in relation to Taulia’s provision of any goods and/or services to Customer under the Agreement” shall be added after the word “Taxes” in the first and second sentence.

Section 7.1., shall be modified by adding a new paragraph at the end of this Section as follows:

“Taulia notes that if Customer is a “consumer” for the purposes of the Australian Consumer Law in the CCA (**“Australian Consumer Law”**), our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any reasonably foreseeable loss or damage. If the problem does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.”

Section 7.2.1. shall be modified as follows, the words "Taulia warrants that it will provide the Cloud Service:" shall be deleted and replaced with "In addition to the guarantees under the Australian Consumer Law, Taulia warrants that it will provide the Cloud Service during the Subscription Term:"

Section 7.2.4. shall be modified as follows:

The words "Subject to law," shall be inserted before the word "Customer's" at the beginning of this Section.

Sub-paragraph (b) shall be deleted and replaced with the following:

"b) if Taulia fails to correct the deficient Cloud Service within a reasonable time, Taulia must notify Customer in writing of this fact, and advise Customer that it may terminate its subscription to the affected Cloud Service by providing 30 days' written notice to Taulia, Customer may terminate its subscription for the affected Cloud Service by providing Taulia with 30 days' written notice thereafter."

Section 7.3.2. shall be modified as follows, the words "Subject to law," shall be inserted before the word "Customer's" at the beginning of this Section.

Section 7.3.3. shall be deleted and replaced with the following:

"In the event Taulia fails to meet the SLA (i) for 4 consecutive months, or (ii) for 5 or more months during any 12 month period, or (iii) at a system availability level of at least 95% for 1 calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing Taulia with 30 days' written notice."

Section 7.5. shall be modified as follows, a new paragraph shall be inserted below the existing paragraph:

"For the avoidance of doubt, Taulia does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified, or which cannot be excluded, restricted or modified except to a limited extent, as between Taulia and Customer by law. However, where such statutory provisions apply, to the extent to which Taulia is entitled to do so, Taulia's liability will be limited at its option to: (i) the supply of the services again, or (ii) the payment of the cost of having the services supplied again"

A new Section 7.7. shall be inserted as follows:

"Section 7.7. Warranty Claims. In order to comply with Regulation 90 of the *Competition and Consumer Regulations 2010* (Cth), the following shall be included in any warranty claims under this Agreement:

- a) what Taulia must do so that the warranty against defects may be honoured;
- b) what Customer must do to entitle Customer to claim the warranty;
- c) Taulia's name (i.e. Taulia LLC), business address, email address (if any) and telephone number.
- d) the procedure for Customer to claim the warranty including the address to which a claim may be sent;
- e) whether Taulia or Customer will bear the expense of claiming the warranty and, if Taulia will bear that expense, how Customer can claim expenses incurred in making the claim; and that the benefits to Customer given by the warranty are in addition to other rights and remedies of Customer under a law in relation to the services to which the warranty relates."

Section 8.1.1. shall be modified as follows, a new sentence shall be inserted at the end of this Section:

"Taulia's liability under this Section will be reduced proportionately by the extent to which any damages arise out of the act or omission of Customer or its Affiliates."

Section 8.14 shall be deleted and replaced with the following:

"8.1.4. If these options in Section 8.1.3 are not reasonably available, Taulia must give written notice of this fact to Customer and Taulia or Customer may terminate Customer's subscription to the affected Cloud Service upon 30 days' written notice to the other thereafter."

Section 8.2. shall be renumbered as "8.2.1" and shall be modified as follows, a new sentence shall be inserted at the end of this Section:

"Customer's liability under this Section will be reduced proportionately by the extent to which any damages arise out of the act or omission of Taulia, its Affiliates or Subcontractors."

A new Section 8.2.2 shall be inserted as follows:

“8.2.2. Customer’s obligations under Section 8.2.1 will not apply if the claim results from:

- a) Taulia’s failure to timely notify Customer in writing of any such claim if Customer is prejudiced by Taulia’s failure to provide or delay in providing such notice; or
- b) Taulia’s breach of the Agreement in its provision of any Cloud Service to Customer.”

Section 8.4. shall be modified as follows, the words “Subject to law,” shall be inserted before the word “The” which shall be modified to “the” at the beginning of this Section.

Section 9.2. shall be modified as follows, the words “Subject to law,” shall be inserted before the word “Except” which shall be modified to “except” at the beginning of this Section.

Section 9.3. shall be modified as follows, the words “Subject to law,” shall be inserted before the word “In” which shall be modified to “in” at the beginning of this Section.

Section 13.6. shall be deleted and replaced with the following:

“13.6 Without the other party’s prior written consent (which must not be unreasonably withheld), neither party may not assign, delegate or otherwise transfer the Agreement (or any of its rights or obligations) to any party except that Taulia may assign the Agreement to any of its Affiliates.”

Section 13.13. shall be modified as follows, the words “Subject to law,” shall be inserted before the word “Customer” which shall be deleted and replaced with the words “a party” at the beginning of this Section and the words “the Customer” shall be replaced with “that party” before the word “knew”.

Section 13.14. shall be modified as follows, the words “Subject to law,” shall be inserted before the word “The” which shall be modified to “the” at the beginning of this Section.

IMPORTANT INFORMATION (TOS)

Please read the TOS and the supplemental terms below carefully as you agree to them when you use the Taulia Platform and/or access the Cloud Services.

There are important provisions in the TOS (as modified by these supplemental terms) including which:

- require each party to **defend, indemnify and hold harmless** the other party for any loss, damage or costs actually incurred in connection with certain claims made or brought against the other party (see Sections 2.15 and 2.16);
- allow Taulia to **immediately terminate** Customer’s subscription to the Cloud Service if requested to do so by any government, regulatory authorities, courts, or under applicable law or regulation (Section 2.18)
- allow Taulia to make **changes** to the TOS by providing Customer with 60 days’ written notice, or shorter if the change is not adverse to Customer (see Section 4.6);
- allow Taulia to **suspend** Customer’s use of the Taulia Platform if Customer does not accept Taulia’s proposed changes to the TOS (see Section 4.6); and
- **excludes certain forms of each party, Funder or Funder Transferee’s liability** under these TOS (see Sections 2.10, 4.10 and 5.5).

Modifications to the TOS

Section 1. the reference to “2.16 in the definition of “AI Terms”, shall be deleted and replaced with “2.17”.

Section 2.3 shall be modified as follows:

Sub-paragraph (iii) shall be deleted and replaced with the following:

“(iii) ensure that reasonable measures are in place for (a) maintaining the security and confidentiality of account access credentials of each Administrator and Authorized User including (where reasonably possible) configuration of two-factor authentication and (b) preventing unauthorized access to or use of the Taulia Platform and any Cloud Services and Customer shall promptly notify Taulia as soon as reasonably practicable after becoming aware of any such unauthorized access or use and”

Section 2.4. shall be modified as follows:

The words “use reasonable efforts to” shall be included after “shall” in the first sentence.

Section 2.9. shall be modified as follows:

The word “reasonably” shall be inserted prior to the word “needed” in sub-paragraph (i).

Section 2.10. shall be modified as follows:

The word “Customer” in the second sentence shall be deleted and replaced with “Each party”. The word “Customer” in sub-paragraph (iv) shall be deleted and replaced with “that party”. The words “in respect of Customer” shall be inserted at the beginning of sub-paragraph (v).

The following new paragraph shall be inserted below the disclaimer:

“For the avoidance of doubt, Taulia does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified, or which cannot be excluded, restricted or modified except to a limited extent, as between Taulia and Customer by law including liability under the Australian Consumer Law. However, where such statutory provisions apply, to the extent to which Taulia is entitled to do so, Taulia’s liability will be limited at its option to: (i) the supply of the services again, or (ii) the payment of the cost of having the services supplied again.”

Section 2.15. shall be modified as follows:

The Section title shall be amended to “Customer’s Indemnity Obligations”. The word “actually” shall be inserted before the word “incurred” in the first sentence. The words “by Customer” shall be inserted after the word “provided” in sub-paragraph (b). A new sentence at the end of the Section shall be inserted as follows, “Customer’s liability under this Section will be reduced proportionately by the extent to which any loss, damage or cost arises out of the act or omission of Taulia, its Affiliates or subcontractors.”

A new Section 2.16. shall be inserted and the following Section numbers shall be renumbered accordingly:

“2.16. Taulia’s Indemnity Obligations. Taulia shall subject to the liability cap in Section 9 of the GTCs, defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys’ fees) actually incurred in connection with claims made or brought against Customer by (i) a third party, based on Taulia’s breach of these TOS in its provision of the Taulia Platform or any Cloud Service to which it has granted access to Customer; or (ii) any party, arising from any breach by Taulia of the representations and warranties provided by Taulia in Section 2.10. Taulia’s liability under this Section will be reduced proportionately by the extent to which any loss, damage or cost arises out of the act or omission of Customer, its Affiliates or Business Partners.”

Section 4.6. shall be modified as follows, the first sentence shall be deleted and replaced with the following:

“Taulia may amend these TOS by providing Customer with 60 days’ written notice, or shorter if the change is not adverse to Customer, and by displaying a notice of an update on the Taulia Platform and Customer’s continued use of the Taulia Platform following such the expiry of that notice period shall be deemed to constitute acceptance by Customer of such updated terms and conditions.”

Section 4.10. shall be deleted and replaced with the following:

“4.10. **Limitation of Liability.** Notwithstanding any other provision of this Agreement but subject to law: (a) each Funder or Funder Transferee has no liability to any Customer for any direct, indirect, incidental, lost profits, special or consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses to the extent resulting from Customer’s act or omission; and (b) Customer has no liability to each Funder or Funder Transferee for any direct, indirect, incidental, lost profits, special or consequential, punitive or exemplary damages, including, but not limited

to, damages for loss of profits, goodwill, use, data or other intangible losses to the extent resulting from each Funder or Funder Transferee's act or omission."

Section 5.3 shall be modified as follows, the word "reasonably" shall be inserted before the word "required" in the penultimate sentence of this Section.

Section 5.7 shall be modified as follows, the word "reasonably" shall be inserted before the word "determined" in the first sentence of this Section.

Section 5.10 shall be modified as follows:

Sub-paragraph (a)(i) shall be deleted and replaced with the following, "(a) upon request, take all action that is reasonably necessary to vest full title to the Funded Invoice to the Funder, free and clear of any adverse claims or disputes, and use all reasonable efforts to defend the right, title and interest of the Funder against all third party claims;".

The words "after becoming aware of any such occurrence" shall be inserted at the end of sub-paragraph (c).

Czechia

A new Section 4.11 of the TOS is inserted as follows:

Customer agrees that all transactions that occur under this Agreement take place outside of Czechia.

A new Section 5.5A of the TOS is inserted as follows:

Where Section 5.5(iv) applies, Customer authorizes Taulia to take all action that is required by it to produce credit notes or corrective VAT invoices from Customer Data that can be submitted by the Customer to its Business Partner in electronic form.

Germany

Sections 13.10 and 13.11 of the GTCs are deleted and replaced with the following:

"Section 13.10 (Governing Law)

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement will be governed by the laws of Germany. The United Nations Convention on Contracts for the International Sale of Good and any conflicts of law principles will not apply.

Section 13.11 (Jurisdiction and Mandatory Venue)

If Customer is a merchant, a legal entity under public law, or separate fund under public law, the sole place of jurisdiction for all differences arising out of or in connection with the Agreement shall be Dusseldorf."

Section 13.12 shall be deleted in its entirety and the following Section numbers shall be renumbered accordingly.

Hungary

A new Section 4.11 of the TOS is inserted as follows:

Each Customer incorporated in Hungary agrees that: (i) Section 5.2 shall not apply; and (ii) the provisions in Section Sections 5.4, 5.5(ii) and (iii) shall not apply such that any Customer cannot request any early payment from any Funder pursuant to the Agreement.

Furthermore, nothing in the Agreement shall imply or infer that Taulia by performing its obligations under the Agreement is undertaking any regulated or licensed activity in Hungary.

Kingdom of Saudi Arabia

Sections 13.10 and 13.11 of the GTCs are deleted and replaced with the following:

“Section 13.10 (Governing Law)

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement will be governed by the laws of the Kingdom of Saudi Arabia. The United Nations Convention on Contracts for the International Sale of Good and any conflicts of law principles will not apply.

Section 13.11 (Jurisdiction and Mandatory Venue)

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration administered by the Saudi Center for Commercial Arbitration (SCCA) in accordance with its Arbitration Rules. The seat of the arbitration shall be Riyadh. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English.”

Section 13.12 shall be deleted in its entirety and the following Section numbers shall be renumbered accordingly.

Portugal

A new Section 4.11 of the TOS is inserted as follows:

Each Customer incorporated in Portugal agrees that Taulia provides the Cloud Services as set out in the Agreement and that any funding, financing, purchasing activities (however described) are carried out by any Funder or Funder Transferee licensed to undertake such activities in Portugal. Furthermore, nothing in the Agreement shall imply or infer that Taulia by performing its obligations under the Agreement is undertaking any regulated or licensed activity in Portugal.

Romania

A new Section 4.11 of the TOS is inserted as follows:

Each Customer incorporated in Romania agrees that Taulia provides the Cloud Services as set out in the Agreement and that any funding, financing, purchasing activities (however described) are carried out by any Funder or Funder Transferee licensed to undertake such activities in Romania. Furthermore, nothing in the Agreement shall imply or infer that Taulia by performing its obligations under the Agreement is undertaking any regulated or licensed activity in Romania.

United Arab Emirates

A new Section 4.11 of the TOS is inserted as follows:

Each Customer incorporated in the United Arab Emirates agrees that: (i) Section 5.2 shall not apply; and (ii) the provisions in Sections 5.4 and 5.5 shall not apply such that any Customer cannot request any early payment from any Funder or Business Partner pursuant to the Agreement.

Furthermore, nothing in the Agreement shall imply or infer that Taulia by performing its obligations under the Agreement is undertaking any regulated or licensed activity in the United Arab Emirates.