

## TAULIA GENERAL SUPPLEMENTAL TERMS OF SERVICE ("TOS")

### 1. DEFINITIONS

**"Administrator"** means any individual holding credentials to an account on the Taulia Platform with an "Administrator" or "Admin" role.

**"Affiliate"** means any entity which directly or indirectly controls, is under common control with, or is controlled by, a party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests.

**"Agreement"** (i) has the meaning given to that term in an Order Form or (ii) where no Order Form has been entered into, means these TOS, the DPA, and any supplement thereto, the GTCs, the AI Terms, the relevant sections of the Description of Software and Services that have been identified in these TOS and any applicable product or country-specific supplemental terms.

**"AI Terms"** has the meaning given to that term in Section 2.16.

**"Authorized User"** has the meaning given to that term in the GTCs, and in addition includes any individual who accesses the Taulia Platform using log-in credentials issued by the Platform Operator at the Administrator's request.

**"Business Partner Agreement"** means a commercial agreement between Customer and its Business Partner.

**"Connected Customer System"** means those of Customer's Enterprise Resource Planning (ERP) systems or other software that are connected to the Taulia Platform for use of any Cloud Service as described in the Order Form or applicable SOW (as such term is defined in the Order Form) or otherwise agreed between Taulia and Customer.

**"Customer"** means (i) the entity designated as "Customer" on an Order Form and each Affiliate of such entity or (ii) where no Order Form has been entered into, the entity listed as the "Account Owner" on the Taulia Platform, on whose behalf these TOS are accepted via the Taulia Platform.

**"Data Protection Law"** means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data.

**"Description of Software Services"** or **"DSS"** means the Taulia Description of Software Services as published [here](#).

**"Documentation"** has the meaning given to that term in the GTCs, and in addition includes (i) any Customer-specific configurations and enhancements described in an Order Form or SOW, (ii) the "Installation Guide" and "User Guide" accompanying any Software, (iii) Taulia's data security policies; and (iv) any online or embedded help files, including FAQs, callable from the Cloud Services or Software or found within the Software, as updated from time to time.

**"DPA"** means the Data Processing Agreement (i) as defined in the Order Form, or (ii) where there is no applicable Order Form, as published [here](#).

**"Early Payment"** means the payment of a reduced sum in exchange for either (i) the extinguishment of a right to receive payment from a Business Partner in respect of an approved invoice to the extent of its approved amount, or (ii) the transfer of such invoice to the extent of its approved amount, in either case on a date which is earlier than such invoice's due date.

**"Effective Date"** means (i) the effective date of the Order Form or (ii) where no Order Form has been entered into, the date these TOS are accepted by Customer on the Taulia Platform.

**"Funder"** means each financial institution or other entity which effects or facilitates the funding or transfer of funds for the purpose of Early Payments or Receivables Sales enabled by the Taulia Platform.

**"Funder Transferee"** means any person(s) to whom a Funder or its successor transferee(s) (i) transfers a Funded Invoice (whether in whole or in part) or (ii) where there has been an extinguishment of a right to receive payment from a Business Partner in respect of a Funded Invoice, transfers the benefit of a payment undertaking in respect of that Funded Invoice or (iii) transfers a Purchased Receivable (whether in whole or in part).

**"Funded Invoice"** means each invoice for which an Early Payment is made to Customer upon Customer's request.

**“GTCs”** means the General Terms and Conditions for Cloud Services (i) as such term is defined in an Order Form, (ii) where (i) does not apply, as accepted by Customer on the Taulia Platform, or where neither (i) or (ii) apply, the General Terms and Conditions for Cloud Services as entered into between Customer and SAP SE or any of its Affiliates. The GTCs apply to and shall be read in conjunction with these TOS.

**“Malicious Code”** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

**“Personal Data”** means any information relating to a data subject which is protected under Data Protection Law. For the purposes of these TOS, it includes only personal data which is entered by Customer or its Authorized Users into or derived from their use of the Cloud Service. Personal Data is a subset of Customer Data.

**“Platform Operator”** means Taulia LLC, a Delaware limited liability company, or such Affiliate as may be designated by it.

**“Purchased Receivable”** means a receivable, represented by an invoice, which has been sold (or purported to be sold) by Customer to a Funder.

**“Receivables Sale”** means the sale or purported sale by Customer to a Funder of a receivable represented by an invoice under a receivables purchase agreement entered into between Customer and a Funder.

**“Software”** means any on-premises software that has been selected by Customer in an Order Form or SOW.

**“Taulia”** means Taulia LLC, a Delaware limited liability company, or such Taulia Affiliate (i) as may be designated in an Order Form or SOW or (ii) as notified to Customer as being the contracting entity, including in Section 4.7 of these TOS.

**“Taulia Platform”** means the production Cloud Services and any other online production applications hosted by the Platform Operator that connect companies that are accessed at [taulia.com](http://taulia.com), or other URLs provided by Platform Operator, either alone or in conjunction with its subcontractors, including updates thereto, and any other method of communication as agreed between Platform Operator and Customer, but does not include any systems or applications provided by Taulia for the purposes of testing or demonstration of services.

**“Term”** means the time period specified in an Order Form as a Subscription Term or, where no Order Form has been entered into, as described in Section 4.5 of these TOS.

**“Third Party Providers”** means the third-party business partners Taulia may share Customer Data with in order to deliver the Cloud Services, as listed [here](#), and which may be updated by Taulia from time to time, with reasonable notice of such updates to Customer.

**“Third Party Sub-Processors”** means those Third Party Providers with Taulia may share Personal Data in order to deliver the Cloud Services, as listed [here](#) and which may be updated by Taulia from time to time, with reasonable notice of such updates to Customer.

**“Transferred Data and Documents”** means the data and documents delivered via the Taulia Platform to the Connected Customer System.

## 2. GENERAL TERMS FOR USE OF CLOUD SERVICES AND SOFTWARE

2.1. **Incorporation of Defined Terms.** Terms in initial capital letters not defined in these TOS shall have the meaning given to them in the GTCs and the applicable Order Form.

2.2. **Platform Operation.** The Taulia Platform is a mechanism for a Customer to (i) securely transmit or receive Customer Data to or from its Business Partner(s), (ii) request Early Payment of its invoices and provide data regarding such invoices, (iii) submit offers to sell its receivables and provide data regarding such invoices, (iv) securely submit updates to its Customer Data, including remit-to information and bank details for invoices, for transmission to its Business Partner(s) and/or to the extent necessary for Customer to receive an Early Payment as requested, a Funder, and (v) transmit and share Customer Data to its Business Partner and/or a Funder.

Except as otherwise agreed in writing between Taulia and Customer, Customer is solely responsible for determining when and whether to make requests of its Business Partner(s) for Early Payment, to offer to sell its receivables, to set and modify the configuration settings of the Taulia Platform, and to initiate the exchange of Customer Data with its Business Partner(s), or as necessary with a Funder in connection with an Early Payment requested by such Business Partner.

Customer agrees that the Taulia Platform is merely a technology mechanism to facilitate certain portions of its business relationship with its Business Partner(s) under the relevant Business Partner Agreement and to allow Customer to modify a Business Partner Agreement as necessary to allow for Early Payment. The actual Business Partner Agreement is expressly between Customer and its Business Partner; Taulia is not a party to it.

Customer may use the Taulia Platform with multiple Business Partners. Please be aware that the Taulia Platform may be branded with the specific Business Partner's branding.

The Taulia Platform will be provided by the Platform Operator materially in accordance with the Documentation.

2.3.

**Customer Responsibilities.** Customer shall (i) be solely responsible for (a) entering into a Business Partner Agreement with a Business Partner, (b) maintaining current bank details and remit-to information, if applicable, with each Business Partner, and verifying and ensuring the accuracy and reliability of all information and any changes submitted by the Business Partner via the Taulia Platform, prior to entering them in the Connected Customer System, (c) meeting all configuration requirements set forth in the Documentation, (d) maintaining Customer's account and contact information on the Taulia Platform, designating an individual who will perform the role of Administrator and any others as specified in an Order Form or otherwise, (e) ensuring the accuracy of all Customer's profile information in the Cloud Services, including Customer's legal entity and registration information, VAT or other tax identification information and any information relating to an Authorized User, (f) verifying that each invoice, purchase order, credit note, corrective invoice or other document submitted by Customer to or received from Customer via, the Taulia Platform or Software, and all information contained therein, is valid, correct, complete, in compliance with applicable law and with the relevant Business Partner Agreement, (g) ensuring the accuracy, reliability, actuality, quality, integrity and legality of Customer Data at the time it is submitted to the Taulia Platform or Software, and (h) the means by which Customer acquires Customer Data, (ii) ensure that (a) only authorized employees or duly appointed agents are granted access to the Taulia Platform as Administrators or Authorized Users, and all roles assigned to each Administrator and Authorized User are commensurate with the proper role of such person acting on behalf of Customer (b) each Administrator and Authorized User is duly authorized to access the Taulia Platform and use any Software, and (c) all use of the Taulia Platform and any Software on behalf of Customer is in accordance with these TOS, the Documentation, applicable laws and government regulations, (iii) ensure that sufficient measures are in place for (a) maintaining the security and confidentiality of account access credentials of each Administrator and Authorized User including (where 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 of any such unauthorized access or use and (iv) maintain Malicious Code detection technology and firewall technology implemented in accordance with industry standards, to protect the integrity of Customer's systems, environment and data, and avoid transmitting any Malicious Code to or from the Taulia Platform.

2.4.

**Prohibited Actions.** Customer shall not and shall procure that each Authorized User shall not (i) use the Taulia Platform to process, store or transmit any content that is defamatory, obscene, infringing, libelous, invasive of another's privacy, menacing, racially or otherwise unlawful or objectionable, (ii) interfere with or disrupt the integrity or performance of the Taulia Platform or third-party data contained therein, including by overloading, flooding or crashing, (iii) share with any person or make publicly available any access credentials to the Taulia Platform, (iv) attempt to gain unauthorized access to the Taulia Platform or related systems and networks, (v) access the Taulia Platform through any scripted or automated mechanism without Platform Operator's prior written consent, (vi) access or use the Taulia Platform in order to (a) build or provide a third party access for the purpose of, any commercial product or service which relies on the Taulia Platform or any information or data obtained under or in connection with the Taulia Platform, or (b) copy or otherwise use any features, functions or graphics of the Taulia Platform, (vii) resell or otherwise make the Taulia Platform available to any third party other than Authorized Users and via invitations to its Business Partners, (viii) input data subject to the United States Health Insurance Portability and Accountability Act (HIPAA) or other data security regime requiring security measures in excess of those described in the Agreement including other specialized data security or controls under Export Laws, or other applicable law, or (ix) use the Taulia Platform, or permit it to be used (a) for purposes of product evaluation, benchmarking or other comparative analysis intended for publication or (b) in a manner or under circumstances where use or failure of the Taulia Platform could lead to death, personal injury or environmental damage or would violate applicable laws protecting an individual's privacy rights, health or financial data.

2.5. **Submission and Sharing of Customer Data.** Customer hereby authorizes Taulia to contact, communicate with and share Customer Data with (i) Customer's Business Partners and their data communication service providers, as necessary to deliver the Cloud Service, including to allow Customer's Business Partners to access the Taulia Platform and update such data during the Term, and (ii) with Funders and Funder Transferees, to the extent necessary for Customer or any of its Business Partners to receive an Early Payment or to effect a Receivables Sale.

2.6. **Exclusions From Cloud Services.** Customer agrees that Taulia (i) is not a party to the Business Partner Agreement or any commercial transactions between Customer and its Business Partner which are evidenced by data submitted to the Taulia Platform, the terms of which are solely entered into between Customer and its Business Partners, and (ii) is not responsible for (a) acts or omissions of Customer's Business Partners, including any failure to enroll in the Taulia Platform, (b) payment of any of Customer's invoices, or the consequences of Customer omitting or ignoring the instructions provided by Platform Operator to ensure payment is made in accordance with payment terms agreed between Customer and its Business Partner, including those agreed through use of the Taulia Platform, or (c) maintaining Customer's tax or other regulatory filings in good standing with the applicable government authorities.

2.7. **Use and Transfer of Data Subject to Restrictions.** Customer will not transfer any Customer Data unless it is necessary for Taulia's performance of the Cloud Services. To the extent that Customer Data transferred to the Taulia Platform contains Personal Data, Customer hereby instructs Taulia to process such Personal Data in accordance with Section 2.8 and the DPA and represents it has obtained the necessary consents to any transfer of such Personal Data outside of (i) the European Economic Area or (ii) (where required) its jurisdiction of incorporation, in each case in compliance with applicable data protection law.

2.8. **Platform Operator's use of Customer Data.** Platform Operator shall access, use, disclose, store and process Customer Data solely to (i) provide the professional services pursuant to an SOW, (ii) provide the Cloud Service and optimize and improve the operation of the Taulia Platform, (iii) at Customer's request in connection with customer support matters, or (iv) to provide information regarding additional available services. Customer acknowledges that where Customer Data is stored in the European Union, all processing is normally performed in the European Union, however, time-critical support activities may involve personnel located outside of the European Union. Customer hereby grants Taulia permission to share Customer Data with Third Party Providers, including Third Party Sub-Processors, in order to deliver the Cloud Services. Taulia will use its best efforts to implement and maintain appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Data of the Authorized Users of Customer or its Business Partners, however, such measures shall only be required to ensure a level of security commercially appropriate to the risk represented by the processing and the nature of the data to be protected. For any instruction, communication or other information ("Transmission") Taulia receives from someone using an Authorized User's credentials, Taulia is entitled to consider such Transmission as having been sent by that Authorized User.

2.9. **Customer's Use of the Taulia Platform and Documentation.** Customer acknowledges and agrees that it is solely responsible for and bound by the actions of each Administrator and Authorized User acting on Customer's behalf with respect to the Taulia Platform. Customer is responsible for (i) obtaining and maintaining any equipment or services reasonably needed to connect to, access or otherwise use the Taulia Platform and ensuring that its equipment and any ancillary services are compatible with the Taulia Platform and comply with all configuration requirements set forth in the Documentation; (ii) entering into a Business Partner Agreement with a Business Partner, and (iii) ensuring it has all authorizations required for Customer's bank account to be credited with funds remitted to it electronically by a Business Partner or a Funder, as applicable.

2.10. **General Warranties.** Each party represents and warrants that it has the legal power and has taken all necessary action to authorise its entry into and performance and delivery of its obligations under the Agreement. Customer represents and warrants that (i) it is a duly incorporated or an otherwise properly organised entity, validly existing and holding all authorisations required to carry on its business under the laws of its jurisdiction of incorporation and each applicable jurisdiction where it conducts business; (ii) the entry into and performance by it, and the transactions contemplated by, the Agreement do not and will not conflict with any law or regulation applicable to it, its constitutional documents, or any agreement or instrument binding on its assets; (iii) all formalities or other steps to make the Agreement admissible in evidence under the legal system of its home jurisdiction have been complied with or obtained and are in full force and effect; (iv) the obligations expressed to be assumed by Customer in the Agreement are legal, valid, binding and enforceable obligations against it; and (v) it has received consent from its Business Partners to receive communications from and be contacted by Taulia in connection with provision of the Cloud Services.

SUBJECT TO LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TOS, TAULIA DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (INCLUDING, BUT NOT LIMITED TO, WHETHER THE CLOUD SERVICES PROVIDED COMPLY WITH CUSTOMER'S ACCOUNTING, REGULATORY, TAX OR OTHER FISCAL REQUIREMENTS), OR AGAINST LOSS OF DATA. TAULIA DOES NOT WARRANT THE OPERATION OF THE TAULIA PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE. TAULIA EXPRESSLY DISCLAIMS ANY LIABILITY UNDER THE BUSINESS PARTNER AGREEMENT AND ITS TERMS, INCLUDING PAYMENT BY A BUSINESS PARTNER OR ANY FUNDER TO CUSTOMER, WHETHER IN FULL OR IN A REDUCED AMOUNT CUSTOMER AUTHORIZES IN EXCHANGE FOR EARLY PAYMENT, AND ANY DELAY BETWEEN A PAYMENT DATE THAT TRIGGERS A PAYMENT BY A BUSINESS PARTNER OR A FUNDER AND THE DATE SUCH PAYMENT IS ACTUALLY DELIVERED TO AND RECEIVED BY CUSTOMER.

- 2.11. **Named User.** Taulia shall have the right to name Customer as a user of the Taulia Platform.
- 2.12. **U.S. Federal Use.** If Customer is a U.S. federal government entity, Taulia provides the Taulia Platform, including related technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Taulia Platform includes only those rights customarily provided to the public as defined in these TOS. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in the Agreement.
- 2.13. **Connected Customer System.** Customer shall (i) unless specified otherwise in the Documentation, be solely responsible for maintaining the integrity of the Transferred Data and Documents from the time those are transferred to the Connected Customer System, (ii) unless specified otherwise in the Order Form, be solely responsible for use of the on-boarding module provided by Taulia for the purpose of issuing invitations for Business Partners to use and access the Taulia Platform, including but not limited to accurately identifying prospective invitees, uploading their contact information, and selecting them for invitation to use the Taulia Platform, and (iii) inform Taulia with reasonable advance notice of planned downtimes of a Connected Customer System or relevant network infrastructure, change in the method of or procedure for the extraction of data previously agreed between the Platform Operator and Customer, or other unusual events affecting availability of or demand on the Taulia Platform.
- 2.14. **Confidentiality.** In accordance with the terms of the GTCs, Taulia will maintain the confidentiality of Customer Data and will disclose it to third parties only for the purposes of processing and transmitting it to Business Partners as authorized by Customer, or to a Funder as required to make payments to Customer pursuant to Section 5.5 or to facilitate a Receivables Sale or to otherwise provide the Taulia Platform, including by way of our Third Party Providers, Funders, Funder Transferees and subcontractors who are under contractual or legal requirements to maintain the confidentiality of Customer Data, and as otherwise permitted under the TOS, the DPA or required by law. Taulia shall have the right to analyze and process Customer Data and Customer use of the Taulia Platform in order to track the performance of and improve the Taulia Platform and related Taulia services, and to enable communications with Customer, Business Partner and any involved Funder. Taulia may also aggregate Customer Data and use it in aggregated form (including but not limited to, for the purposes of training, modelling and building predictions) but no such use will directly or indirectly identify Customer or disclose Customer Data in identifiable form. Business Partners are also permitted to analyze Customer usage of the Taulia Platform, subject to the confidentiality provisions in the agreement between Taulia and a Business Partner. If either party breaches this Section 2.14 the other party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies may be inadequate.
- 2.15. **Indemnity.** Customer shall defend, indemnify and hold Taulia and any Funder or Funder Transferee harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims made or brought against Taulia, or any Funder or Funder Transferee, by (i) a third party, based on Customer's breach of these TOS in its use of the Taulia Platform or any Cloud Service to which it has been granted access by Taulia, (ii) a governmental authority, a Business Partner, or any other third party alleging that information contained in an invoice, credit note or corrective invoice is not valid, correct, complete, or in compliance with applicable law, (iii) by a Business Partner arising out of a Business Partner Agreement; or (iv) any party, arising from any breach by Customer of (a) the representations and warranties provided in Section 2.10 and 5.9 and (b)

the covenants provided in Section 5.10.

- 2.16. **AI Terms.** By accepting these TOS, Customer agrees to the SAP AI Terms published [here](#) ("AI Terms") as amended under this TOS as follows: all references in the AI Terms to "SAP" shall be deleted and replaced with "Taulia". The parties agree that the AI Terms shall form part of this Agreement.
- 2.17. **Sanctions screening.** Customer acknowledges that it cannot enter into any transactions under or in connection with this TOS until the Platform Operator has completed its sanctions screening or other similar checks in relation to such Customer. Upon written notice to Customer, Platform Operator may 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.

### **3. USE OF THE TAULIA PLATFORM AND SOFTWARE SUBJECT TO AN ORDER FORM**

- 3.1. This Section 3 only applies to a Customer identified in an Order Form.
- 3.2. **Modifications to the GTCs.** In case of any conflict between these TOS and the GTCs, the terms of these TOS shall prevail. In addition, the following provisions of the GTCs are amended or modified as follows: Section 4.5.3, Customer acknowledges that Taulia shall not be required to delete Customer Data that has been shared with or by a Business Partner via the Taulia Platform, so long as that Business Partner remains enrolled on the Taulia Platform.
- 3.3. **Notification.** A change communicated from the Taulia Platform to the Connected Customer System regarding the pay-to account for an invoice, to that of a Funder previously identified to Customer by Taulia, shall constitute notification of (i) the assignment or transfer of the invoice and associated receivable in compliance with any requirement for notification to Customer under applicable law, or (ii) the extinguishment of Customer's Business Partner's right to payment from Customer under the invoice.
- 3.4. **Taulia Receivables Financing.** Where Customer has selected "Taulia Receivables Financing" in an Order Form, the terms of the receivables purchase agreement between (amongst others) Customer and the Funder shall prevail over the Agreement (other than the Order Form itself), to the extent of any conflict.
- 3.5. **Marketing and Publicity.** Customer agrees to the following: (i) inclusion of Customer's name and logo in customer listings which may be published as part of Taulia's marketing efforts; (ii) inclusion of Customer's name and logo in SAP S.E.'s quarterly earnings communications; (iii) publication of pre-agreed details of the Agreement in a press release for distribution to key finance, industry and business media within 3 months of full contract execution; and (iv) Customer agrees to work jointly with Taulia on a written case study and/or video testimonial, to be published as part of Taulia's marketing efforts, at a mutually agreed time in the future. Any content created by Taulia shall be shared by Taulia with Customer and shall be approved by Customer before being released. Customer has the right to withdraw consent, or to request changes to such content at a later date.

### **4. USE OF THE TAULIA PLATFORM WITHOUT AN ORDER FORM**

- 4.1. This Section 4 only applies to Customers who access the Taulia Platform without being a party to an Order Form.
- 4.2. **Modifications to the GTCs.** In case of any conflict between these TOS and the GTCs, the terms of these TOS shall prevail. In addition, the following provisions of the GTCs are amended or modified as follows: (i) the definition of 'Agreement' in Section 1.2 shall be modified so that the definition in these TOS shall apply instead, (ii) Section 6.1 (Term), Section 6.2 (Termination), Section 6.3 (Refunds and Payments) shall not apply; (iii) Section 6.4 (b), insert after the word "applicable law": "Customer acknowledges that Business Partners will continue to be able to access those portions of Customer's Data to which Customer provided access prior to the date of termination (subject to Taulia's existing confidentiality terms with the Business Partner)"; (iv) Section 7.1 (Compliance with Law), Section 7.2 (Taulia Warranties and Customer Remedies), Section 7.3 (Taulia System Availability Warranty and Customer Remedy) and Section 7.4 (Warranty Exclusions) shall not apply; and (v) the first sentence of Section 13.5 (Notices) shall not apply.
- 4.3. **Fees.** Taulia grants to Customer the right to use the Taulia Connect Cloud Service for no charge provided that use of this Cloud Service shall not exceed: (i) US\$1,000,000,000 in Total Spend on a 12 month basis and (ii) 25 Active Users. Taulia maintains the right to charge any Customer which exceeds those limits and such fees will be agreed between Taulia and Customer for the continued use of the Taulia Platform prior to Taulia charging Customer for those fees. In the unlikely event that any Taxes are applicable to Customer's unpaid use of the

Taulia Platform, Customer is solely responsible for paying those Taxes to the extent Customer is required to do so under applicable law (excluding Taxes based on Taulia's net income or property).

Capitalized terms which are used in this Section but are not defined in this TOS have the meaning given to them in the Description of Software Services.

4.4. **Support.** In addition to providing the Documentation, Taulia provides a support policy for Cloud Services published [here](#). Premium support may be provided at Taulia's then current fees.

4.5. **Term and Termination.** For Customers who access the Cloud Services without being a party to an Order Form, the Term of the Agreement commences on the Effective Date and continues until terminated in accordance with this Section 4.5.

Either party may terminate the Agreement for convenience upon thirty (30) days written notice. During the thirty (30) day notice period Customer may download all of its Customer Data.

The parties' rights and obligations under Sections 2.7, 2.9, paragraph 2 of Section 2.10 Sections 2.11, 2.12, 2.14, 2.15, 2.16, 4.3, paragraphs 3 and 4 of this Section 4.5, Section 4.8, Section 4.9, Section 4.10, Section 5.5, Section 5.9, Section 5.10 and Section 5.11 shall survive any termination of the Agreement.

Upon the effective date of the termination of the Agreement, Customer's right to use the Taulia Platform will cease. Business Partners will continue to be able to access those portions of Customer Data to which Customer provided them access prior to the date of termination (subject to Taulia's existing confidentiality terms with the Business Partner).

4.6. **Amendments.** Taulia may amend these TOS by displaying a notice of an update on the Taulia Platform and Customer's continued use of the Taulia Platform following such notice shall be deemed to constitute acceptance by Customer of such updated terms and conditions. If Taulia, in its sole discretion, chooses to require acceptance of the updates to the TOS by action taken on the Taulia Platform, and Customer has not accepted the updates to the TOS within the time frame provided, Taulia may suspend Customer's use of the Taulia Platform until Customer has accepted the updates. If Customer does not accept the updates after an extended period of time, Taulia may exercise Taulia's rights under paragraph 2 of Section 4.5 of these TOS. No amendment or waiver of any provision of these TOS shall be effective against Taulia unless in writing and signed by a corporate officer of Taulia. No failure or delay in exercising any right hereunder shall constitute a waiver of such right.

4.7. **Customer Location.** If Customer is incorporated in any of the following jurisdictions: Australia, Czechia, Egypt, Germany, Hungary, the Kingdom of Saudi Arabia, Portugal, Romania or the United Arab Emirates, then Customer acknowledges and agrees to the applicable provisions modifying or supplementing this Agreement: (i) as published [here](#) or any other website notified by Taulia to Customer, including electronically or (ii) any other provisions agreed in writing with Customer. Customer acknowledges where it has been provided with a translation of the Agreement this is for convenience only and if there is any conflict between the terms of the translation and the English language version then the English language version shall prevail.

The Taulia contracting party and notice details for the purpose of this Agreement is (or such other contracting party, address or notice details which may be notified by Taulia in writing):

Customer jurisdiction of incorporation	Taulia contracting party	Notice details
France, Germany and Poland	Taulia GmbH (CRN: HRB 6607) Königsallee 27 40212 Düsseldorf Germany	<a href="mailto:legal@taulia.com">legal@taulia.com</a>  Königsallee 27 40212 Düsseldorf Germany Attention: Legal Department
Kingdom of Saudi Arabia	Taulia Arabia Limited (CRN: 1010924179) Anas Ibn Malik Building No. 3141 (Al Malqa District; Secondary No. 8292) 13521 Riyadh	<a href="mailto:legal@taulia.com">legal@taulia.com</a>  Anas Ibn Malik Building No. 3141 (Al Malqa District; Secondary No. 8292)

	Kingdom of Saudi Arabia	13521 Riyadh Kingdom of Saudi Arabia Attention: Legal Department
Rest of the world (not specified above)	Taulia LLC (CRN: 4693909) 95 Third Street 2nd Floor PMB7776 San Francisco CA 94103 U.S.A.	<a href="mailto:legal@taulia.com">legal@taulia.com</a>  95 Third Street 2nd Floor PMB7776 San Francisco CA 94103 U.S.A. Attention: Legal Department

4.8. **Administrator and Authorized User Confirmation.** By accepting these TOS, Customer (i) represents and warrants to Taulia that each Administrator is authorized to accept the terms of the Agreement which, following confirmation by Taulia of Customer's enrollment on the Taulia Platform, shall create legally binding obligations on behalf of Customer; (ii) confirms to Taulia on behalf of each Authorized User, that such user: (a) has reviewed the TOS, the GTCs, and all other documents forming a part of the Agreement, and shall be bound by their terms; (b) grants Taulia (including its Affiliates, Third Party Providers, Third Party Sub-Processors and other subcontractors) the right to, as permitted by applicable law, process and store in accordance with the Agreement any Personal Data that each Authorized User transmits to the Software or the Taulia Platform in connection with the Cloud Services; (c) has acknowledged, accepted and agreed with the provisions of the [Taulia Privacy Statement](#); (d) has consented to the use by Taulia in the provision of the Cloud Services of their email, IP address, location, activity performed, date of last password change and such other information as may be reasonably required to address security, fraud prevention and data integrity requirements, perform aggregated and anonymous analytics, respond to the requests of government or other regulatory authorities, courts, or under applicable law, and as required to perform the Cloud Services; and (iii) represents and warrants that each Authorized User has acknowledged that use of the Taulia Platform may include the routing of Personal Data to one or more countries other than their country of residence.

4.9. **Limitation of Liability.** Customer acknowledges (i) that the Taulia Platform is provided by Taulia to Customer in accordance with the Agreement and (ii) subject to applicable law, 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 resulting from Customer's use of the Platform.

4.10. **OFAC Compliance.** Customer agrees to comply fully with all regulations of the United States Department of Commerce and the United States Treasury Department Office of Foreign Assets Control, and with the United States Export Administration Act, as amended from time to time, with respect to Customer's use of the Platform.

## 5. SOLUTION SPECIFIC TERMS OF SERVICE

5.1. This Section 5 applies to each Customer who uses any of the Cloud Services as set out below.

### **Receivables Sales**

5.2. **Receivables Sales.** Where Customer uses the Taulia Platform to transmit invoice data and invoices, which it proposes to sell to a Funder under the terms of a receivables purchase agreement entered into by it with the Funder, Customer (i) authorizes the Platform Operator to deliver the invoice data, invoices and any corresponding proof of delivery and acceptance or other supporting documentation to such Funder (or to a servicer on its behalf) in connection with such proposed sale, and (ii) represents and warrants to Taulia that, in respect of all invoices that it proposes to sell to a Funder: (a) as at the time it transmits any such invoice to the Taulia Platform, the goods and/or services which give rise to such invoice do not include any goods or services the supply or receipt of which is contrary to applicable law, rule or regulation (including without limitation applicable national and international export control, trade sanction and embargo laws, regulations, treaties and conventions) and (b) without reliance on Taulia, Customer has independently assessed the legal, accounting, regulatory and tax implications of selling to a Funder those invoices which it transmits to the Platform Operator, (c) any information provided by any Authorized User to Taulia with regard to any Funder's specific onboarding requirements is: (i) accurate, true and correct, (ii) that Authorized User has the right to provide such information to Taulia, and (iii) Taulia has the right to provide such information to such Funder (or a servicer on its behalf) and (d) Customer's bank account details and any other information that has been provided to Taulia in

connection with this Agreement to receive payments are valid, truthful, accurate and up to date.

### ***Invoicing***

5.3.

**Invoicing Terms.** Customer authorizes Taulia to take all action that is required by it or a subcontractor, if any, to produce invoices, credit notes or corrective invoices from Customer Data that can be submitted in electronic form to, and paid or applied (via electronic transaction or otherwise) or applied by, a Business Partner, including each of the following steps, where such steps are required by law: (i) application of a digital seal or electronic signature and/or (ii) submission of the electronic invoice, credit note or corrective invoice to the relevant tax authorities. Customer agrees that the resulting authenticated, electronic invoice, credit note or corrective invoice is deemed to be the valid, operative version of such instrument. While Taulia saves the rendered invoice, credit note or corrective invoice, image and the associated data, including submission date and time for the archiving periods required by local law as long as Customer has an account with Taulia, Customer is responsible for any archiving required pursuant to local tax laws and legislation of a specific jurisdiction. If a Customer is based in a jurisdiction where a signing certificate from an approved certification authority may be required for electronic signing of an electronic invoice, credit note or corrective invoice, Customer agrees that, if Taulia or its subcontractor is signing such instrument on its behalf, Customer will provide the signing certificate, private key, and PIN to Taulia or the subcontractor with whom Taulia contracts for such secure services, authorize the application of Customer's electronic signature or digital seal to the invoice, credit note or corrective invoice and execute any further authorizations or consents as may be required in order to make the delegation of this power effective. Customer is solely responsible for preparing and submitting each invoice, credit note or corrective invoice and verifying that each such document and all information contained therein is valid, correct, complete, and in compliance with applicable laws.

### ***Dynamic Discounting and Supply Chain Financing***

5.4.

**Online agreement on Early Payment.** Through the Taulia Platform, Customer may request Early Payment. It is always Customer's decision whether to make such requests, in accordance with subsections (i), (ii), and/or (iii) below:

(i) Early Payment in respect of one or more invoices: When Customer requests Early Payment, Customer may be modifying the terms of the relevant Business Partner Agreement regarding the payment of or the transfer of the selected invoice(s) as soon as Customer request is accepted and marked in the Taulia Platform as having been agreed to.

(ii) Automatic Requests for Early Payment with respect to future invoices (Taulia CashFlow™): When Customer enables the Taulia CashFlow function for Customer's invoices to a specified Business Partner, then, so long as that function is activated, Customer is thereby automatically requesting Early Payment of all of Customer's future invoices once they have been approved by the Business Partner. The reduction applied to calculate the Early Payment that Customer will receive is proportional to the number of days the payment is advanced relative to the net due date, and is calculated using an annual percentage rate equal to or more favorable than was described to and agreed by Customer when it enabled Taulia CashFlow.

Customer thereby may be modifying the terms of the relevant Business Partner Agreement regarding payment or transfer of each of Customer's invoices that the specified Business Partner approves while Taulia CashFlow is enabled as soon as the early payment status of such invoice is shown in the Taulia Platform as having been agreed to. Customer agrees that (a) Taulia CashFlow will continue to apply notwithstanding the Authorized User that activated the function on behalf of Customer is no longer working for, or on behalf of, or otherwise engaged by Customer and, (b) in its sole discretion it may turn off the Taulia CashFlow function for a Business Partner at any time, effective for invoices that have not yet been approved by the Business Partner. Turning off the Taulia CashFlow function for a Business Partner restores the terms of the relevant Business Partner Agreement.

(iii) "Dynamic Payment Terms" for future invoices: When Customer switches to Dynamic Payment Terms (or "ASAP Terms") with a Business Partner, Customer is thereby modifying the terms of the relevant Business Partner Agreement to request Early Payment of Customer's future invoices thereunder as soon as they are approved by the Business Partner. The reduction applied to calculate the Early Payment that Customer will receive will be in accordance with the dynamic payment terms offered by such Business Partner and selected and agreed to by Customer and is proportional to the number of days the payment is advanced relative to the net due date. As ASAP Terms are a commitment to modify the contractual terms Customer has with a Business Partner in Customer's Business Partner Agreement for all future invoices issued thereunder, any subsequent change to ASAP Terms must be mutually approved by Customer and the Business Partner.

## 5.5. **Effects of Early Payment.**

(i) By taking any of the steps described in Section 5.4 above with regard to modification of the terms of a Business Partner Agreement, Customer agrees that such modification is effective as to and enforceable by Customer and its Business Partner with regard to each Funded Invoice, notwithstanding any formalities for amendment required by the terms of the Business Partner Agreement and its Business Partner shall no longer be obliged to pay Customer in respect of the approved amount of such Funded Invoice.

(ii) However, where a Funder has funded the Early Payment to Customer in respect of the Funded Invoice and Taulia's agreement with Customer's Business Partner or its Affiliate(s) contemplates the transfer of such Funded Invoice (in whole or in part) to such Funder then the provisions of Section 5.5(iii) shall also apply (but not Section 5.5(iv)). Where Taulia's agreement with Customer's Business Partner or its Affiliate(s) does not contemplate such a transfer, then the provisions of Section 5.5(iv) shall also apply (but not Section 5.5(iii)). Customer acknowledges and agrees that a Funder's provision of funding is uncommitted and, as such, a Funder shall not at any point have an obligation to make any payment to Customer of the Early Payment that a Customer requested and/or agreed to.

(iii) With effect from the Early Payment by a Funder to Customer, (i) Customer hereby transfers to such Funder (without requirement for any further actions, notifications or formalities), to the extent of the approved amount, all Customer's rights, title and interest in the Funded Invoice and (ii) Customer shall cease to have any rights to receive (and Customer undertakes not to seek) payment from Customer's Business Partner in respect of the Funded Invoice to the extent of the approved amount of such Funded Invoice (but all other sums owed to Customer shall remain outstanding).

Customer agrees that when it transfers any Funded Invoice as contemplated by this Section 5.5(iii), such Funded Invoice shall not be encumbered by any adverse claim or third party right or interest and that Customer shall not dispose of any Funded Invoices except to the relevant Funder in accordance with this Section 5.5(iii). Where a Funder has additional requirements, Customer shall comply with its obligations under any agreements made by it with such Funder, which may supplement, but not supersede, the provisions of these TOS as between Customer and Taulia.

Customer hereby irrevocably authorizes Taulia to notify the Business Partner that a Funder has funded a payment to Customer in relation to a Funded Invoice and to disclose to that Business Partner such transaction details as are necessary to give effect to Customer's transfer of its relevant right, title and interest in the relevant Funded Invoice pursuant to this Section 5.5(iii).

Customer acknowledges and agrees that the relevant Funder obtains a right to get paid an amount equal to the approved amount of the Funded Invoice on the due date by the Business Partner (notwithstanding any dispute (however described) between Customer and Business Partner); however, Customer shall have no liability if that Funder is not so paid by the Business Partner. Payment of the requested amount in no way diminishes any right of the Business Partner to reclaim overpayments pursuant to the Business Partner Agreement.

(iv) With effect from the Early Payment, (i) any obligation to make payment to Customer of the approved amount of the relevant Funded Invoice for which such Early Payment has been made is extinguished to the extent of the approved amount and (ii) Customer shall cease to have any rights to receive (and Customer undertakes not to seek) payment from a Business Partner in respect of the Funded Invoice to the extent of the approved amount (but all other sums owed to Customer shall remain outstanding).

(v) In connection with any Early Payment, Customer will be assessed an Early Payment discount, or an interest charge and fee for arrangement of the Early Payment which will be calculated and deducted from the approved amount of the relevant invoice to determine the reduced sum to be paid to Customer. The deduction may be for the benefit of Customer's Business Partner, a Funder or Taulia under such terms as may be agreed between them.

## 5.6. **Withholding.** Customer agrees that following the receipt of any Early Payment, if any withholding or deduction (or similar amount) is payable or required to be withheld or deducted and paid when due by Customer to any tax authority or other similar government agency, such amounts are for Customer's account and it is Customer's sole responsibility to make such payment.

## 5.7. **Determinations final.** Where the Taulia Platform displays to Customer an indicative calculation of any Early Payment amount, Customer agrees that when such Early Payment is made to Customer (i) the amount of the Early Payment shall be as determined by the Funder and (ii) the Funder's calculation of the amount of Early Payment will be final, conclusive and binding. Notwithstanding the generality of the foregoing, any dispute

related to the calculation of any Early Payment shall not impact any transfer of Customer's rights, title and interest in the Funded Invoice pursuant to these TOS.

5.8. **Communications.** Customer agrees that by requesting Early Payment, it consents to receive notifications and instructions from the Funder in connection with such Early Payment and such notifications, instructions and any responses thereto from any party may be saved, recorded or archived by the recipient. Funder is entitled to treat all communications received from Customer as valid, binding and enforceable and given by the properly authorized individual(s). Notwithstanding the foregoing, Funder may decline or delay acting on any response received from Customer where it has further questions its legality, validity, origination or authorization.

5.9. **Warranties.** Customer represents and warrants to Taulia, each Funder and any Funder Transferee, that in respect of all invoices for which it has requested Early Payment: (i) each of such invoices is due and payable by the relevant Business Partner on the due date and has not been compromised, adjusted or modified, except as reflected in the face value of the invoice; (ii) each of such invoices is in respect of genuine and lawful trade transactions where Customer has performed all of its obligations in the ordinary course of business and is not subject to any rights of set-off or counterclaim or dispute; (iii) the goods and/or services which give rise to each invoice do not include any goods or services the supply or receipt of which is contrary to applicable law, rule or regulation (including without limitation applicable national and international export control, trade sanction and embargo laws, regulations, treaties and conventions); (iv) each of such invoices does not arise from the sale of any goods which are on consignment; (v) Customer holds all legal, beneficial and marketable title to each of such invoices, free from any security interest, rights of third parties or adverse claims; (vi) each of such invoices has not previously been assigned or transferred to, or financed by any third parties; (vii) all data, materials and information provided by Customer to Taulia and any Funder is true and correct in all material respects; (viii) any information provided by any Authorized User to Taulia with regard to any Funder's specific onboarding requirements is: (a) accurate, true and correct, (b) that Authorized User has the right to provide such information to Taulia, and (c) Taulia has the right to provide such information to such Funder (or a servicer on its behalf); (ix) Customer's bank account details to receive any payments which have been provided to Taulia by any Authorized User are valid, truthful, accurate and up to date; (x) it has obtained all required approvals (whether governmental authority or otherwise) to submit the invoice; (xi) the request for Early Payment does not breach the terms of the Business Partner Agreement or any other agreement that it is party to; (xi) without reliance on Taulia or any Funder, Customer has independently assessed the legal, accounting, regulatory and tax implications of entering into this Agreement the arrangements contemplated hereunder, and each request for Early Payment; (xii) on each date that Customer requests for Early Payment, Customer can adequately pay its debts when they fall due, Customer assets are greater than its liabilities under applicable law and Customer has not suffered any bankruptcy, insolvency or any analogous event or proceedings; and (xiii) as of the time that Early Payment is requested, all of the representations and warranties stated in this Section 5.9 are true and correct.

5.10. **Covenants.** Customer covenants to Taulia and each Funder and Funder Transferee, so long as any Funded Invoice remains outstanding, that it: (i) shall: (a) upon request, take all necessary action to vest full title to the Funded Invoice to the Funder, free and clear of any adverse claims or disputes, and defend the right, title and interest of the Funder against all third party claims; (b) within two business days of receipt by it, pay to the Funder any amount received from the Business Partner relating to the Funded Invoice, and pending such payment, hold such amount on behalf of the Funder; (c) notify Taulia (for the benefit of the Funder), in writing, of the occurrence of any event or condition (and, if applicable, any remedial steps being taken) that could reasonably be expected to have a material adverse effect on Customer or the transactions contemplated hereby promptly after becoming aware of any such occurrence; (d) to the extent necessary for the Funder to exercise its rights under these TOS, provide to Taulia (for the benefit of the Funder) promptly upon the Funder's request a true and correct copy of each Business Partner Agreement, and any amendment thereto (if permitted by the terms of the Business Partner Agreement or as authorised by the relevant Business Partner), any board resolution or corporate authorization confirming Customer's entry into the Agreement or any other document reasonably requested; (e) notify Taulia (for the benefit of the Funder), in writing, within ten business days of changing its name, legal identity or jurisdiction of incorporation and deliver to the Taulia (for the benefit of the Funder), all documents reasonably requested by it relating thereto; and (ii) shall not: (a) extend, amend or otherwise modify the terms of any Funded Invoice, or change any Business Partner Agreement terms relating to the governing law or the eligibility of such Funded Invoice, without the prior written consent of the Funder; (b) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, or cause to exist any encumbrance upon or with respect to, any Funded Invoice or the proceeds thereof or any Business Partner Agreement under which such Funded Invoice arises, except for the interest of the Funder; and

(c) and shall procure that its Affiliates, and its or their respective officers, employees, agents and Authorized Users shall not engage in any transactions contemplated under this Agreement or use the proceeds of any Funded Invoice: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any anti-corruption laws, (2) for the purpose of facilitating any activities, business or transaction of or with any sanctioned person, or in any sanctioned country, except to the extent permitted for a person required to comply with Export Laws, or (3) in any manner that would result in the violation of any Export Laws.

5.11. **Beneficiaries.** There are no third-party beneficiaries to these TOS other than as expressly provided in the foregoing provisions. For the avoidance of doubt, any Business Partner, Funder or Funder Transferee and any of their respective Affiliates (if applicable) shall have the benefit of and be entitled to enforce the provisions of Section 5.2 and Section 5.5 and any Funder or Funder Transferee (as the case may be) shall in addition be entitled to enforce the warranties, and covenants and indemnity provided by Customer in Sections 2.10, 2.15, 4.9, 5.9 and 5.10 and the rights contained in Sections 5.7 and 5.8. Customer hereby grants Taulia and its Affiliates the full power, authority and right to do or cause to be done any and all things which are necessary in order to ensure that the Business Partner, any Funder, and any Funder Transferee and Affiliate (as applicable) obtains the benefit of the necessary rights granted under these TOS.

#### ***Virtual Cards***

5.12. **Virtual Cards.** Where Customer uses the Taulia Platform for the virtual card payment capability to facilitate payments to its Business Partners, such services are provided by third-party payment processors under separate agreements between Customer and such third parties. Taulia neither performs nor provides these services, and is not responsible for these services, or any acts or omissions of the third-party payment processors under these separate agreements. Customer acknowledges that it has executed a separate agreement with such third-party payment processor for these services; and agrees that any third-party payment processor's use of Customer Data is governed by such separate agreement and the third-party payment processor's data use and data privacy policies. By engaging the services provided by third-party payment processors, which includes but is not limited to third party supplier outreach providers, card schemes, card issuers, merchants of record, straight thru processors or third parties that issue or provide payment processing, Customer hereby instructs Taulia to transfer Customer Data (including Personal Data) to such third-party payment processor for the purposes of those services. Taulia's obligations for the Cloud Service, exclusive of the third-party payment processing services, are in accordance with the Agreement. Taulia and the third-party payment processors are under no obligation to assist with or resolve disputes between Customer and Customer's Business Partners with respect to payment transactions.