SPECIAL TERMS AND CONDITIONS WHISTLEBLOWING SYSTEM

Compliance.One GmbH (hereinafter "Contractor") has developed a web-based whistleblowing system ("Software") and makes it available to the Customer as SaaS.

For the use of the Software and the provision of supplementary services ("Services"), the following Special Terms and Conditions Whistleblowing System ("STC") apply in addition to the General Terms and Conditions of Compliance.One GmbH.

1. Rights of use

1.1. Subject to the condition precedent of full payment of the agreed remuneration, the Contractor shall grant the Customer the paid, worldwide, non-exclusive and non-transferable right to use the Software as intended within the scope of the contractual provisions for the term of the contract. The Contractor shall make the software available for remote access in a secure system environment in a logically separate account. The Customer shall not receive any rights to the source code of the Software. The Software shall not be transferred to the Customer. The Software shall be made available to the Customer in its current version/release.

1.2. The Customer may only use the Software for its own purposes. Use for the Customer's own purposes includes the intended use of the Software for the Customer's purposes and the processing of the Customer's data. It does not include the use of the Software for third parties, for example as a service provider or any other transfer or brokering of use to third parties. Affiliated companies within the meaning of Section 15 AktG are not regarded as third parties. Use for affiliated companies is permitted within the scope of the contractual provisions. The Software may be used in accordance with the number of locations or users agreed in the respective order. Shared use of the Software by different users under a joint account is excluded. The Customer is responsible for the use of the Software by its users and all damage caused by negligent or intentional breaches of duty by its users.

1.3. Unless otherwise agreed, all rights to Software and Services provided by the Contractor or developed under this contract are the sole property of the Contractor. All rights to any kind of modification, development, or improvement of the products or services carried out by the Customer shall also belong exclusively to the Contractor.

1.4. The Software may contain open source software components. The use of these components is exclusively subject to the corresponding terms of use of the open source software components. No provision of this agreement shall affect the Customer's rights or obligations under the corresponding terms of use of the open source software components. In the event of contradictions or conflicting provisions between the license terms of the open source software and the provisions of these STC, the license terms of the open source software shall take precedence.

1.5. The right to use the Software also extends to fixes, patches, developments, and updates that the Contractor makes available to the Customer. The right to updates does not include the right to use new/additional products and functionalities that are made available as a separate product/module.

1.6. Unless otherwise agreed or required by mandatory law or applicable open source software terms of use, the Customer shall not be entitled,

- to copy the Software beyond the extent required for the contractual use, neither in whole nor in part
- to modify, correct, adapt, translate, improve, or otherwise make derivative developments to the Software;
- to rent, lend, sell, license, transfer, or otherwise make the Software available to third parties;
- to reverse engineer, decompile, disassemble, or otherwise attempt to decipher the source code of the Software, in whole or in part;
- to circumvent or violate any security features or protection mechanisms contained in or used for the Software;
- to take measures that are likely to cause damage to the Contractor's software or servers;
- to remove, delete, erase, alter, obscure, translate, combine, add to, or otherwise modify any trademarks, documentation, warranties, disclaimers, or other rights, such as intellectual property, marks, notices, labels, or serial numbers associated with the Software or Documentation;
- to use the Software in a manner that violates applicable law and/or the rights of third parties; and/or

- to use the Software for the purposes of benchmarking or competitive analysis of the Software, for the development, use or provision of a competing software product or competing services, or for any other purpose that is detrimental to the Contractor.

2. Availability and support (SLA)

2.1 Support includes assistance and advice to the Customer in resolving problems in the use of the Software, including the review, diagnosis, and correction of significant defects and errors in the Software and the provision of bug fixes, corrections, modifications, changes, enhancements, upgrades, and new versions of the Software (Updates) to ensure the functionality of the Software.

2.2 Support does not cover problems with or damage to the Software to the extent that it is caused by (i) negligence, misuse, or improper operation by the Customer, (ii) operation, use of the Software not in accordance with the Documentation, or failure to comply with the specifications or limitations provided by the Contractor; (iii) modifications to the Software not made or authorized by the Contractor; (iv) acts of third parties; (v) third party products; and/or (vi) force majeure.

2.3 For each request/malfunction report, the Contractor shall, at its discretion, give priority according to the criteria defined below. The Contractor may combine redundant fault reports from the Customer that relate to the same fault into one fault report.

2.4 The Contractor guarantees the availability and response times specified below for support. The response time is the time between the first request/error report by the Customer (by telephone or electronically) and the first response (by telephone or electronically) from the Contractor. Only time intervals during the availability times are relevant for the response time.

Accessibility	Business days (except Saturdays) 9:00 - 18:00 (CET)
Telephone	+49 (89) 58804323-0
e-mail	support@compliance.one
Languages	German, English

Priority	Description	Response time
1 - Show Stopper	Software does not work entirely or in essential parts	3 hours
2 - Critical	Functionalities of the Software partially not given or not as described and thus significant impairment of the functionality or usability of the entire Software	8 hours
3 - Major	Functionalities of the Software partially not given or not as described and therefore only non-significant impairment of the functionality or usability of the Software	48 hours
4 - Minor	Functionality of the Software not impaired, general question	1 week

2.5 The Contractor shall make the Software available to the Customer with an availability of at least 99.5% of the respective calendar month (hereinafter "minimum availability"). In this context, the Software is available if there is an uninterrupted connection between the servers on which the Software is hosted and the transfer point to the internet and the Customer is able to log in and access the Software. The minimum availability does not apply to test and development servers.

2.6 Contractor shall be entitled to access the Software to verify Customer's compliance with the terms of use of the Software, including remuneration; to perform diagnostics and analyses; and to adjust and optimize the settings of the Software to improve the performance and/or security of the Software, provided that such adjustments do not adversely affect Customer's use of the Software. The Contractor is also entitled to collect system/metadata about the use of the Software in order to use it in the context of identifying and remedying potential defects and errors in the Software, to create statistical analyses, and to support and optimize the development of the Software. The Contractor will not process any personal data of users/reporting officers or whistleblowers or other persons who are the subject of reports.

3. Service provision

3.1. The Customer requires a current standard web browser to use the Software. The Customer is responsible for the provision and operation of all hardware and operating software as well as for providing the necessary Internet connection.

3.2. Software and other work results shall be deemed to have been handed over as soon as they have been made available to the Customer. Services shall be deemed to have been provided as soon as the

Compliance.One

respective service has been completed. Support/maintenance shall be deemed to have been provided on a pro rata monthly basis as time passes.

3.3. Unless otherwise agreed, Software and Services shall not be subject to separate acceptance by the Customer, but shall be deemed accepted upon delivery. If acceptance has been contractually agreed and the Customer has not complied with the acceptance schedule or test plan or if there is no such test plan or time limit for testing and acceptance, the Software and Services shall be deemed to have been accepted ten business days after handover.

3.4. The Contractor is entitled to use subcontractors or other vicarious agents (collectively referred to as "subcontractors") to fulfill the contractual obligations. The Contractor shall ensure that subcontractors are bound by confidentiality and data protection obligations in accordance with these STC. The commissioning of subcontractors shall not affect the Contractor's contractual obligations to the Customer. The Contractor shall be liable for any poor performance of a subcontractor as if it were its own fault.

4. Data protection

The **Data Processing Agreement**, which is available at www.compliance.one/legal and is expressly incorporated into the contract, applies to the processing of personal data on the instructions of the Customer by the Contractor as data processor. If a separate express data processor agreement has been concluded between the parties, this shall expressly take precedence over the referenced data processing agreement.