

## SUBSCRIPTION SERVICES – TERMS OF SERVICE

IMPORTANT: PLEASE READ THESE TERMS OF SERVICE (“TERMS OF SERVICE”) CAREFULLY BEFORE USING THE SUBSCRIPTION SERVICES. BY USING THE SUBSCRIPTION SERVICES, YOU, INDIVIDUALLY AND ON BEHALF OF THE ENTITY WHICH WILL USE THE SUBSCRIPTION SERVICES (“YOU” OR “YOUR”), ARE ACCEPTING AND AGREEING TO BE BOUND BY THESE TERMS OF SERVICE. EXCEPT TO THE EXTENT THE SUBSCRIPTION SERVICES ARE SUBJECT TO A SEPARATE WRITTEN SOFTWARE SERVICES AGREEMENT BETWEEN YOU AND TUNGSTEN, THESE TERMS OF SERVICE WILL SUPERSEDE ANY AND ALL AGREEMENTS OR TERMS OF SERVICE GOVERNING ANY USE OF THE SUBSCRIPTION SERVICES PREVIOUSLY PROVIDED BY TUNGSTEN (AND ITS PREDECESSORS IN INTEREST) TO YOU.

IF AND ONLY IF YOU ARE USING THE SUBSCRIPTION SERVICES KNOWN AS THE TUNGSTEN E-INVOICE NETWORK ACCOUNTS PAYABLE SERVICE THEN THE ADDITIONAL TERMS OF SERVICE IN THE ANNEX 1 (“TERMS OF SERVICE FOR TUNGSTEN E-INVOICE NETWORK ACCOUNTS PAYABLE SERVICE”) SHALL ALSO APPLY. TO THE EXTENT THERE IS ANY CONFLICT BETWEEN THE TERMS OF SERVICE FOR E-INVOICE NETWORK ACCOUNTS PAYABLE SERVICE AND THESE TERMS OF SERVICE, THE TERMS OF SERVICE FOR TUNGSTEN E-INVOICE NETWORK ACCOUNTS PAYABLE SERVICE SHALL PREVAIL.

IF AND ONLY IF YOU ARE USING THE SUBSCRIPTION SERVICES KNOWN AS THE TUNGSTEN E-INVOICE NETWORK ACCOUNTS RECEIVABLE SERVICE THEN THE ADDITIONAL TERMS OF SERVICE IN THE ANNEX 2 (“TERMS OF SERVICE FOR TUNGSTEN E-INVOICE NETWORK ACCOUNTS RECEIVABLE SERVICE”) SHALL ALSO APPLY. TO THE EXTENT THERE IS ANY CONFLICT BETWEEN THE TERMS OF SERVICE FOR E-INVOICE NETWORK ACCOUNTS RECEIVABLE AND THESE TERMS OF SERVICE, THE TERMS OF SERVICE FOR TUNGSTEN E-INVOICE NETWORK ACCOUNTS RECEIVABLE SERVICE SHALL PREVAIL.

IF AND ONLY IF YOU ARE USING THE SUBSCRIPTION SERVICES KNOWN AS THE TUNGSTEN E-INVOICE CONNECT SERVICE THEN THE ADDITIONAL TERMS OF SERVICE IN THE ANNEX 3 (“TERMS OF SERVICE FOR TUNGSTEN E-INVOICE CONNECT SERVICE”) SHALL ALSO APPLY. TO THE EXTENT THERE IS ANY CONFLICT BETWEEN THE TERMS OF SERVICE FOR TUNGSTEN E-INVOICE CONNECT AND THESE TERMS OF SERVICE, THE TERMS OF SERVICE FOR TUNGSTEN E-INVOICE CONNECT SERVICE SHALL PREVAIL.

### 1. Subscription Services.

**(a) Subscription Services.** Subject to the terms and conditions of these Terms of Service, Tungsten Automation Corporation (formerly Kofax, Inc.) and its subsidiaries and affiliates (“Tungsten”) grants You the nontransferable right to access and use the software subscription services as described in one or more valid agreements and/or order documents (the “Agreement”) between You and Tungsten. The Agreement identifies the specific subscription services and the limitations on use (including, without limitation, volume limitations or a specific type of function, transaction or other use limitations, or any other usage restrictions described in Tungsten product documentation) (the “Subscription Services”) and sets forth the service fees and other terms and conditions applicable for the Subscription Services. Following the expiration of the initial term of the Subscription Services, the Subscription Services will renew and extend for additional consecutive three (3) years renewal terms in accordance with the terms and conditions of these Terms of Service unless Tungsten or You provide the other written notice of the non-renewal of the Subscription Services at least thirty (30) days prior to the end of the then current term. The Subscription Services fees for the renewal terms will be at Tungsten’s then current pricing for the Subscription Services, which will be made available. The Subscription Services can be subject to the storage You acquired as described in the Agreement, such storage which You may upgrade upon payment of additional fees at Tungsten’s then current pricing which will be made available upon request.

**(b) Subscription Services Platform.** Tungsten will provide the Subscription Services through Tungsten’s computer software and datacenter facilities (the “Subscription Services Platform”), which Tungsten will manage and maintain. Any web endpoints on the Subscription Services Platform requiring a certificate will be set up with a Tungsten provided DNS name and third-party SSL certificate. You may not provide Your own internal or external CA-generated certificates. The Subscription Services Platform may be operated by Tungsten or by one or more third-parties under agreements with Tungsten.

**(c) Subscription Services Support.** Tungsten will provide You support for the Subscription Services at the level of Subscription Services Support purchased as provided in the Agreement, and You consent to Tungsten’s application of all upgrades, enhancements and new releases to the Subscription Services Platform. You will be solely responsible to notify Tungsten immediately of any support issues via email at the Tungsten’s address as provided in the Agreement, and, at Your expense, to train Your users on use of the Subscription Services, be familiar with and leverage the use of Tungsten online support, designate a key contact for Subscription Service support communications, and provide Tungsten timely return of requested troubleshooting data in order to perform root cause analysis for support issues being experienced with the Subscription Services. You consent to Tungsten’s collection and use of data and information related to Your access and use of the Subscription Services to provide the Subscription Services Support and to verify Your use of the Subscription Services within the terms of these Terms of Service, including any limitations upon Your use of the Subscription Services.

**(d) Subscription Services Availability Commitment.** Tungsten’s Subscription Services availability commitment is to provide You the ability to access the Subscription Services Platform 99.5% of the time, subject to outages of the Subscription Services Platform for maintenance. These commitments do not constitute a warranty or guarantee, and the Subscription Services are subject to the limitation of warranties as provided in these Terms of Service. Your sole and exclusive remedy in the event Tungsten fails to meet this service commitment or fails to comply with any other terms of these Terms of Service will be termination of the Subscription Services and these Terms of Service as provided in Section 8(b) below.

**(e) Client Component Software.** If the Subscription Services includes a software client component installed in Your desktop environment, You are hereby granted a non-exclusive and non-transferable license to use such software for the term of Subscription Services.

**(f) Customer Responsibilities.** You are responsible, at Your expense, for all items necessary to utilize the Software Services unless otherwise stated in the Agreement. This includes providing the desktop and application environment necessary for the implementation and execution of the Subscription Services, providing maintenance, service, security and administration for such application environment, providing network connectivity between Your local environment and the Subscription Services Platform, and paying all third-party access fees incurred by You to access and use the Subscription Services. You also will provide Tungsten with timely participation of Your functional and/or information technology staff as necessary for the delivery of the Subscription Services. You are responsible for compliance with Your obligations under this Agreement by any third-parties You engage for the implementation and/or provision of other services associated with the Subscription Services.

**(g) Your Data and Information.** You are solely responsible for the accuracy and completeness of any and all data and information which You transmit to, upload to, transfer to, process on, locate or store upon, or causes to interface with the Subscription Services Platform (“**Customer Data**”), and Tungsten makes no representation or warranty of any kind, either express or implied, regarding the quality, accuracy or validity of such data and information available from or on the Subscription Services Platform. Tungsten will not be liable to You or to any third party for any liabilities, damages, losses, penalties, costs or expenses suffered by You or any third party arising from any inaccuracy, incompleteness or invalidity of any such data and information or, absent Tungsten’s gross negligence or intentional act or omission, any modification, corruption, loss or breach of security with respect to any such data and information. You grant Tungsten a limited, non-exclusive, non-transferable (except in connection with the permitted assignment of the Agreement), and royalty-free license to access and use such data and information as necessary to provide the Subscription Services. You shall regularly make, validate and backup and keep safe copies of such data and information suitable for restoring such data and information in the event of a data loss event.

**(h) Your created Processes or Content.** You are responsible for independently verifying the accuracy, completeness, validity, reliability, suitability and appropriateness of any processes or content created, generated or otherwise produced by You, and Tungsten will not be liable to You or to any third party for any liabilities, damages, losses, penalties, costs or expenses suffered by You or any third party arising therefrom.

## 2. Use of Subscription Services.

**(a) Use of Subscription Services.** You will not use, or encourage, promote, facilitate or instruct others to use the Subscription Services or Subscription Services Platform in any manner which (a) disrupts the normal use of the Subscription Services Platform by Tungsten or other users of the Subscription Services Platform, (b) impacts the privacy, integrity or security of Tungsten or such other users, (c) is legally actionable between private parties, (d) violates any local, state, federal or international law or regulation, or (e) allows unauthorized access to or use of the Subscription Services. You will be solely responsible for all content and data placed upon the Subscription Services Platform by You or Your authorized users of the Subscription Services and the Subscription Services Platform.

**(b) Restrictions.** You will use the Subscription Services only for Your internal business purposes and Your direct benefit. You will not modify, enhance or create derivative works based upon the Subscription Services or supplemental materials associated with Subscription Services.

**(c) Use by Affiliates.** Affiliates may use the Subscription Services (each such Affiliate an “Authorized Affiliate”), and the following applies to such use by an Authorized Affiliate:

- (i)** Within the scope of purchased Subscription Services and notwithstanding sections 1(a) and 2(b), You may allow Your Authorized Affiliates to access and use the Subscription Services for their internal business purposes and direct benefit.
- (ii)** You shall allow such access and use only to the extent that You have purchased sufficient Subscription Services and only in accordance with the terms, conditions and limitations of these Terms of Service, the relevant Annex to these Terms of Service and the Agreement, including any transaction or term limitations.
- (iii)** The Terms of Service and the relevant Annex to these Terms of Service apply accordingly to such access and use, and You shall oblige Your Authorized Affiliates accordingly prior to allowing such access and use by Your Authorized Affiliates. You are responsible for fault on the part of one of Your Authorized Affiliates to the same extent as for fault on Your own part.
- (iv)** For the avoidance of doubt, You shall remain Tungsten’s only point of contact and direct recipient of Subscription Services and any other services provided under these Terms of Service, the relevant Annex to these Terms of Service and the Agreement; (Authorized) Affiliates are not a party to these Terms of Service, the relevant Annex to these Terms of Service and the Agreement and may not assert any claims against Tungsten, whether directly or through You.
- (v)** Upon suspension or termination of Your rights to use the Subscription Services, for whatever reason, all rights to allow such access and to use and to access Subscription Services as described above suspend or terminate automatically and with immediate effect and You shall immediately discontinue to allow such access and use of the Subscription Services. Same applies regarding a particular entity in the event that this particular entity is no longer an Affiliate, an Authorized Affiliate or in the event that the contractual arrangement between You and a particular Authorized Affiliate regarding such access and use terminates.
- (vi)** You confirm and warrant to have the necessary authority and consent from such Authorized Affiliates allowing You (i) (and Tungsten) to access and use the relevant Subscription Services Platform in relation to the storage and processing of Content; (ii) to give Tungsten instructions relating to such Authorized Affiliates and their Content; and (iii) to give Tungsten the confirmations, acknowledgments and authorizations referred to in these Terms of Service and the relevant Annex to these Terms of Service on behalf of such Authorized Affiliates. “Content” means all information submitted to a Subscription Service Platform by You, an Authorized Affiliate or by a Supplier of You or of an Authorized Affiliate.
- (vii)** An “Affiliate” means any entity, which controls, is controlled by or is under the common control with You. The terms "control", "controlling" and "controlled" refer to the legal, beneficial or equitable ownership, direct or indirect, of more than fifty (50) percent of the aggregate of the voting equity interest interests in such entity.
- (viii)** A “Supplier” means a supplier of goods and services to You and/or to an Authorized Affiliate that is licensed to use the relevant

Subscription Services Platform on Your own behalf.

(ix) To the extent it is relevant to the Subscription Services, in order to compare the actual users of the Subscription Services with the authorized group of users, You will inform Tungsten upon request (i) to which entity a user belongs and (ii) if this entity is an Affiliate.

(d) **Audit.** The Subscription Services may collect and remit to Tungsten anonymized usage data reflecting Your use of the Subscription Services. Furthermore, not more than once during each calendar year during the term of this Agreement and once during the one (1) year period following the termination of this Agreement, Tungsten may request by written notice Your records regarding the use of the Subscription Services. You will provide Tungsten with such records within thirty (30) days from such request. You agree to cooperate with Tungsten's audit and provide reasonable assistance and access to Your systems and information. If Tungsten discovers that You have exceeded any limitations upon Your rights to use the Subscription Services, including, without limitation, volume limitations, limitation to a specific type of function or transaction, or other use limitations, Tungsten will provide You written notice of such findings. After receiving notice, You will pay, within thirty (30) days of such written notice, an amount equal to the sum of (a) the fees necessary to grant the right for Your excess or unauthorized use of the Subscription Services at Tungsten's list pricing, (b) a fee, as reasonable determined by Tungsten, compensating Tungsten for Your excess or unauthorized use of the Subscription Services (c) interest on such fees from the date such additional fees should have been paid at the rate of twelve percent (12%) per annum, or the maximum interest rate permitted by law, whichever is lower, and (d) if Your excess or unauthorized use of the Subscription Services exceeds 105% of the purchased use of the Subscription Services, all costs and expenses incurred by Tungsten in conducting any such audit. If You fail to pay such amounts within thirty (30) days of notification of such amounts, each as described above, Tungsten may exercise its rights under Section 3 below and further may immediately terminate these Terms of Service, the Agreement and the Subscription Services. You will be responsible for all of Your costs incurred in cooperating with any such audit.

(e) **Security Measures.** Tungsten may require You to maintain secure passwords for use of the Subscription Services. You will keep confidential and not disclose to any third parties any user identifications, passwords, account numbers or account profiles, and You will have sole responsibility for maintaining the confidentiality of and preventing the unauthorized use of any secure passwords, and for otherwise preventing any unauthorized access to the Subscription Services Platform from or through Your facilities, telecommunications and internet services.

(f) **U.S. Government License Rights.** If You are a U.S. Government entity, then all Subscription Services and other services provided to You are provided under the commercial license rights and restrictions generally applicable under these Terms of Service. If a U.S. Government entity has a need for rights not conveyed under the terms of these Terms of Service, it must negotiate with Tungsten to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written agreement with Tungsten specifically conveying such rights.

**3. Fees.** The fees payable by You to Tungsten for the Subscription Services are as provided in the Agreement, and You will pay such fees as provided in the Agreement. You are required to pay all fees for the entire term of the Subscription Services as provided in the Agreement, and You may not cancel or terminate the Subscription Services during such term. You will pay all taxes or levies of whatever nature arising out of or in connection with the Subscription Services and these Terms of Service, excluding taxes based on Tungsten's net income. Tungsten may invoke any or all available remedies if You fail to make any payment under the Agreement or these Terms of Service when due, including, without limitation, suspension of the Subscription Services, and denial of Your access to the Subscription Services Platform and Your data and information thereon, each without any prior notice to You, and without any liability to You or any other person for any damages, losses or other amounts arising from or related to such suspension or denial of access. You will reimburse Tungsten for all costs and expenses arising from Tungsten's collection of amounts due under the Agreement, including, without limitation, reasonable attorneys' fees.

#### **4. Limited Warranty.**

(a) **Warranty.** Tungsten warrants that it has the legal right to provide the Subscription Services to You; provided, that this warranty is void if You violate any of the limitations on use of the Subscription Services as provided in the Agreement.

(b) **DISCLAIMERS.** TUNGSTEN MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SUBSCRIPTION SERVICES, EXPRESSED OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF SERVICE, AND TUNGSTEN EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR SKILL AND CARE. ANY IMPLIED WARRANTIES THAT BY LAW CANNOT BE DISCLAIMED ARE LIMITED IN DURATION TO THE SHORTEST PERIOD PERMITTED BY LAW.

**5. Indemnification.** You will hold harmless, indemnify and defend Tungsten, its affiliates and their respective officers, directors, agents and employees (collectively, "Tungsten Parties") from and against any and all claims (including any and all liabilities, damages, losses, costs and expenses and reasonable attorneys' fees arising therefrom) to the extent arising out of any action or proceeding brought by a third party against any one or more of the Tungsten Parties (i) alleging injury, damage or loss resulting from Your use of the Subscription Services, (ii) alleging that Your objects/images including metadata located upon the Subscription Services Platform infringe a copyright or patent, or misappropriate a trade secret of a third party, or (iii) related to any act or omission by You which is a breach by You of any of Your obligations under these Terms of Service or the Agreement.

**6. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL TUNGSTEN BE LIABLE TO YOU FOR ANY PUNITIVE DAMAGES OR LOST PROFITS OR OTHER ECONOMIC LOSS, LOST OR DEGRADED DATA, INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF BUSINESS, REVENUE, GOODWILL OR USE), HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE,

INCLUDING CAUSES OF ACTION ARISING OUT OF TERMINATION OF THE AGREEMENT, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, PRODUCT LIABILITY AND ANY OTHER TORTS. THE MAXIMUM AGGREGATE AMOUNT FOR WHICH TUNGSTEN MAY BE LIABLE UNDER THE AGREEMENT WILL BE LIMITED TO THE AMOUNTS ACTUALLY PAID OR PAYABLE BY YOU TO TUNGSTEN FOR THE SUBSCRIPTION SERVICES SUBJECT OF THE CLAIM FOR WHICH SUCH LIABILITY IS ASSERTED DURING THE EIGHTEEN (18) MONTHS PRECEDING THE CLAIM.

**7. Ownership of Intellectual Property.** You shall retain all right, title, and interest, including all copyrights, patents and intellectual property rights, in and to Customer Data. Nothing in the Agreement, in the Terms and Conditions, in the Subscription Services Schedules or otherwise shall act or be construed as an assignment or transfer of any intellectual property rights by Tungsten. Tungsten shall own and retain all right, title, and interest, including all copyrights, patents and intellectual property rights, in and to (i) the Subscription Services and any supplemental materials thereto, (ii) all modifications, enhancements, copies, derivative works, models, improvements, inventions and other developments to the Subscription Services based on, arising from or related Your use thereof, (iii) all documentation, written materials, software, configurations, techniques, tools and processes used or developed by or for Tungsten in connection with the provision of the Subscription Services, including Subscription Services Support,

## **8. Term and Termination.**

**(a) Term.** The term of these Terms of Service and the Subscription Services will commence on the date of the Agreement and will continue until the termination or expiration of the term as provided in the Agreement or these Terms of Service.

**(b) Termination for Breach.** Either party may terminate these Terms of Service, the Agreement and the Subscription Services effective thirty (30) days after written notice to the other in the event that the other breaches any material provision of these Terms of Service, including breach of a payment obligation, and has not cured such breach within such thirty (30) day period, except for Your violation of the use restrictions provided in these Terms of Service or the Agreement, which will permit Tungsten to immediately terminate these Terms of Service, the Agreement and the Subscription Services.

**(c) Rights and Obligations upon Termination or Expiration.** Upon the expiration or termination of the Subscription Services for whatever reason, all of Your rights to use the Subscription Services will terminate. Tungsten will have no further obligation to provide the Subscription Services, and You will have no further rights to use or access the Subscription Services Platform; provided, however, that such termination or expiration will not excuse Your obligation to pay, in full, fees or other amounts due by You to Tungsten, nor entitle You to a refund of fees paid by You to Tungsten. Subject to Tungsten's rights under Section 3 above, in the event that Your data, including but not limited to objects, images and metadata, is located on the Subscription Services Platform upon the termination or expiration of the Subscription Services – as part of an additionally purchased storage option or as part of the Subscription Services by default – Tungsten will deliver to You such data upon Your request and payment to Tungsten of all amounts due by You to Tungsten under the Agreement, including early termination charges, Tungsten's collection costs and expenses, and data migration fees, if any, at Tungsten's then current prices for such data migration services. You agree that Tungsten has no duty to return any such data until You have paid Tungsten all amounts due. If You fail to request such data or to pay all such amounts to Tungsten within ten (10) days following the expiration or termination of the Subscription Services, Tungsten may permanently delete such data from the Subscription Services Platform with no liability or further obligation to You with respect to such data.

**(d) Continuing Obligations.** The terms and conditions of these Terms of Service that by their nature and context are intended to survive any termination or expiration of the term of these Terms of Service and the Subscription Services, including, without limitation, Sections 3 (Fees), 5 (Indemnification), 6 (Limitation of Liability), 7 (Ownership of Intellectual Property), 8 (Term and Termination), 9 (Confidentiality and Nondisclosure) and 10 (Miscellaneous), will survive such termination or expiration for any reason and will be fully enforceable thereafter.

## **9. Confidentiality and Nondisclosure.**

**(a) Confidentiality and Nondisclosure.** Tungsten will maintain the confidentiality of, and agrees to use the same care to prevent disclosure of, Your confidential information as it employs to avoid disclosure, publication or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care. Tungsten, however, may disclose confidential information to its employees, directors, officers, affiliates, agents, subcontractors, attorneys, accountants or professional advisors, who have a need to have access to the confidential information in providing the Subscription Services.

**(b) Exclusion.** Confidential information will not include information that (a) is or becomes publicly available other than through Tungsten, (b) is in Tungsten's possession at the time of disclosure by You to Tungsten, (c) is acquired by Tungsten from a third party, who provides the information without breaching any express or implied obligations or duties to You, (d) is disclosed by Tungsten with Your prior written consent, (e) is independently developed by Tungsten without reference to confidential information, or (f) is disclosed in response to a valid order, or request of a court or other governmental body; provided, however, that unless prohibited by law or regulation, Tungsten will first give You notice of any such order, inquiry or request so that You may seek an appropriate protective order.

## **10. Miscellaneous.**

**(a) Notices.** Except as otherwise provided above, notices pursuant to these Terms of Service must be in writing and will be deemed effectively delivered to You when delivered by email at the address specified in the Agreement, and to Tungsten by email to Tungsten's address specified in the Agreement. All notices so given will be deemed given upon the earlier of receipt or three (3) days after dispatch.

**(b) No Assignment.** You will not voluntarily or involuntarily in any form or manner, assign or, transfer, including any assignment or transfer by operation of law, the Subscription Services or any rights under these Terms of Service.

**(c) Governing Law.** These Terms of Service will be construed and governed in accordance with the internal laws of the State

of Delaware, without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction. The foregoing notwithstanding, however, if You acquired the Subscription Services in a country which is a member of the European Union (including the UK), the laws of the country from which the Subscription Services are provided will govern the interpretation of these Terms of Service and any claims arising hereunder, regardless of choice of laws principles of any other jurisdiction. In each case, these Terms of Service will be construed and enforced without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

**(d) Privacy.** Tungsten will observe applicable data protection laws and will not use information that does or can be used to personally identify You, Your employees or customers other than as set out in this this Section 10, as well as in Tungsten's Privacy Policy ("Privacy Policy") <http://www.tungstenautomation.com/legal/privacy>. By submitting such personal data in relation to these Terms of Service and the Agreement, and their fulfillment, You consent to such personal data being processed to fulfill these Terms of Service and the Agreement. You particularly accept that Tungsten may collect, process and store some or all of the following personal data which You have provided or will provide to Tungsten in relation to these Terms of Service and the Agreement: Your employee's and Your customer's contact names and corresponding postal addresses, e-mail addresses, telephone numbers, payment processing data, etc. (hereafter "Personal Data"). Data, including Personal Data, will be stored in an electronic database maintained on servers in the geographical area where the Subscription Services are deployed by Tungsten. The Personal Data will be used by Tungsten exclusively for the purposes of facilitating these Terms of Service and the Agreement. In case Tungsten processes Your personal data, as a data processor within the meaning of the General Data Protection Regulation (EU) 2016/679, in the context of Your use of the Subscription Services, the Tungsten's Data Processing Addendum applies.

**(e) Attorneys' Fees.** In any action to interpret or enforce these Terms of Service, the prevailing party will be awarded all court costs and reasonable attorneys' fees and costs and expenses of investigation incurred.

**(f) Entire Agreement.** These Terms of Service and the Agreement constitute the entire understanding and agreement between the parties with respect to the subject matter of these Terms of Service and the Agreement, and supersede all previous agreements and communications between the parties concerning such subject matter. Tungsten may modify these Terms of Service from time to time and such modifications will be binding upon You upon Your acceptance of the modified Terms of Service. No other modifications may be made to these Terms of Service or the Agreement except in writing, signed by both parties., and any terms in a purchase order or other purchasing document provided by You which conflict with or are in addition to the terms of Terms of Service or the Agreement.

**(g) Severability.** The provisions of these Terms of Service and the Agreement are severable, and if any one or more such provisions is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions or portions thereof will not be affected or impaired thereby and will nevertheless be binding between the parties. In the event any provision of these Terms of Service or the Agreement is found to be invalid, illegal, or unenforceable, the parties will endeavor to modify that provision in a manner that gives effect to the intent of the parties in entering into these Terms of Service.

**(h) Export.** The Subscription Services are subject to United States export control jurisdiction, and may not be shipped, transferred, re-exported into any country, or used for any purpose prohibited by any applicable international and national legal instruments that apply to the Subscription Services, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States and other governments. You agree that You will not export or re-export the Subscription Services without first having obtained applicable United States or foreign government export licenses or permissions.

**(i) Force Majeure.** Neither party will be liable or deemed to be in default for any delay or failure in performance under these Terms of Service or the Agreement (except for payment obligations) resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes or any causes beyond its reasonable control; provided that the party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

**(j) Compliance with Laws.** The parties agree to comply with any and all laws and governmental requirements that apply to their respective performance under these Terms of Service and the Agreement; in particular, Tungsten acknowledges it has sensitive, customer provided data and that it complies with applicable laws related to the protection of such data. You agree that You are solely responsible for determining and complying with any and all laws and governmental requirements applicable or incident to Your use of the Subscription Services, including, without limitation, data protection laws affecting Your use or the retention of data, including any obligation to obtain consents related to any disclosure of personal data.

**(k) Customer Compliance Questionnaires.** You may, no more than once in any twelve (12) month period submit to Tungsten a security or compliance questionnaire concerning Tungsten's applicable systems, policies, and procedures solely for the purpose of verifying Tungsten's compliance with requirements pertaining to information security, data protection, or other applicable laws and regulations. Tungsten's responses to any such questionnaire shall be Tungsten's confidential information and subject to Your confidentiality and non-disclosure obligations. Tungsten shall cooperate with such requests to the extent reasonably necessary; however, You agree that Tungsten's cumulative time and effort in connection with any such requests shall not exceed forty (40) hours per calendar year.

**(l) EU Data Act.** If and to the extent (i) the purchased Subscription Service qualifies as 'data processing service' under EU Regulation 2023/2854 ("EU Data Act"), (ii) You qualify as a 'customer' within the meaning of the EU Data Act, (iii) You subscribed to the Subscription Services under an Agreement executed on or after 01 September 2025, and (iv) no statutory exception applies, e.g., non-production versions for testing and evaluation purposes, Tungsten's EU Data Act Addendum applies.

## ANNEX 1 TO THE TERMS OF SERVICE:

### TERMS OF SERVICE FOR TUNGSTEN E-INVOICE NETWORK ACCOUNTS PAYABLE SERVICE

1. The Tungsten e-Invoice Network Accounts Payable Service includes the provision of such services to an Affiliate, as implemented from time to time, (the “Authorized Affiliate”), and the following shall apply:

(a) You will ensure that any Authorized Affiliates’ access and use of the Tungsten e-Invoice Network Accounts Payable Services is only for their internal business purposes and direct benefit and within the scope of purchased Tungsten e-Invoice Network Accounts Payable Service;

(b) You will only allow the Authorized Affiliates access and use of the Tungsten e-Invoice Network Accounts Payable Service to the extent such Tungsten e-Invoice Network Accounts Payable Service have been sufficiently purchased and only in accordance with the Terms of Service, the Terms of Service for Tungsten e-Invoice Network and the Agreement, including any limitations on the number of seat licences or concurrent licenses or any transaction or term limitations;

(c) You agree and will procure that each of Your Authorized Affiliate agrees that a material condition of the use of the Tungsten e-Invoice Network Accounts Payable Service is that (i) You will have at all relevant times full authority and consent and will procure that You have full authority and consent from each Authorized Affiliate to access and use the Subscription Services Platform, and to Tungsten accessing and using the Subscription Services Platform in relation to the storage and processing of Content (ii) You will have at all relevant times full authority and consent and will procure that You have full authority and consent from each Authorized Affiliate to instruct Tungsten in relation in each case to their Content and the Tungsten e-Invoice Network Accounts Payable Service to be provided to or for You or such Authorized Affiliate (iii) You will at all times be responsible for all acts and omissions of any Authorized Affiliates in connection with access to and use by or on behalf of such Authorized Affiliates of the Tungsten e-Invoice Network Accounts Payable Service and access to and use by You and by any Authorized Affiliate of the Tungsten e-Invoice Network Accounts Payable Service will constitute acknowledgment and acceptance by You and by such Authorized Affiliates that the terms of the Tungsten e-Invoice Network Accounts Payable Service is provided on the terms stated in these Terms of Service.

(d) You agree and will procure that each of Your Authorized Affiliates agrees that upon termination of the Tungsten e-Invoice Network Accounts Payable Service, for whatever reason, all rights to allow such access and to use and to access Subscription Services Platform terminate automatically and with immediate effect and You shall immediately discontinue to allow such access and use of the Subscription Services. Same applies regarding a particular entity in the event that this particular entity is no longer an Affiliate, an Authorized Affiliate or in the event that the contractual arrangement between You and a particular Authorized Affiliate regarding such access and use terminates.

(e) To the extent it is relevant to the Tungsten e-Invoice Network Accounts Payable Service, in order to compare the actual users of the Tungsten e-Invoice Network Accounts Payable Service with the authorized group of users, You will inform Tungsten upon request (i) to which entity a user belongs and (ii) if this entity is an Affiliate.

(f) An “Affiliate” means any entity, which controls, is controlled by or is under the common control with You. The terms “control”, “controlling” and “controlled” refer to the legal, beneficial or equitable ownership, direct or indirect, of more than fifty (50) percent of the aggregate of the voting equity interest interests in such entity.

2. In respect to the Subscription Services known as Tungsten e-Invoice Network Accounts Payable Service, the type of service provided for each Supplier will depend upon the geographic location of the Supplier (as further described in the Tungsten Network e-Invoice Accounts Payable Service Specification and the Universal Compliance Guide (both of which form part of these Terms of Service). “Supplier” in the context of these Terms of Service for Tungsten Network e-Invoice Accounts Payable Service means a supplier of good and/or services to You or one of Your Authorized Affiliates in scope.

3. In the event there is any change to the “Tungsten e-Invoice Network Compliant Countries” and/or “Tungsten e-Invoice Network Commercial Data Transfer Service Countries” as set out in the Universal Compliance Guide, the parties acknowledge that it may be necessary to modify the terms of these Terms of Service and/or the Tungsten e-Invoice Network Accounts Payable Service Specification (including pricing) to reflect such changes.

4. You further acknowledge that certain jurisdictions may be subject to local requirements impacting on how the Tungsten e-Invoice Network Accounts Payable Service is provided in a particular country which may be different to the standard service model. Current differences in these countries are summarized in the Universal Compliance Guide and where applicable, the Tungsten e-Invoice Network Compliant Countries Archive Guide document and are outlined in detail in the “Country Chapters” of the compliance guides, copies of which are available on the Portal. Tungsten will make updated copies of those documents available to You from time to time. You shall therefore discuss and agree in good faith any changes to these Terms of Service (including changes to the terms, pricing, and service descriptions under the same whether in these Terms of Service or the Agreement as whole) reasonably required in order to implement such local requirements and any updated local requirements (such agreement not to be unreasonably withheld or delayed by either Tungsten or You).

5. You will not and procure that any Authorized Affiliates will not (i) contravene any legal and/or regulatory requirements applicable to You or them when using the Subscription Services Platform or use (or permit any other person to use) the Subscription Services Platform in connection with any unlawful purpose; (ii) use the Subscription Services Platform to process, collect or store personal data relating to any user (including personnel thereof) of the Subscription Services Platform or any third party without their prior written consent (iii) use the Subscription Services Platform to process or store any unlawful, defamatory, obscene, libelous, menacing, racially or otherwise objectionable or invasive content, or any content which infringes a third party’s intellectual property rights and/or (iv) include any real (i.e. non test data) or personal data (sensitive or otherwise) relating to an identifiable living individual in any data submitted to the Subscription Services Platform for testing purposes.

6. Tungsten will provide support directly to You and any Authorized Affiliate in accordance with the Tungsten e-Invoice Network Accounts Payable Service Specification (or as Tungsten may otherwise agree in writing from time to time in connection with particular resale arrangements).

7. You will not interfere with or attempt to interfere with the operation of the Subscription Platform, including by means of (i) overloading, flooding and/or crashing (ii) copy, download, reproduce, disseminate, publish, transmit, modify, reverse engineer, use any part of the Subscription Services Platform and/or any documentation provided by Tungsten save to the extent expressly permitted in writing by Tungsten.

8. Tungsten makes no representation or warranty of any kind, either express or implied, regarding the quality, accuracy or validity of the data and information available from or on the Subscription Services Platform (“Content”) other than for the purposes of validating, formatting, translating and/or augmenting such data or information as expressly stated in the Tungsten e-Invoice Network Accounts Payable Service Specification. All commercial/legal terms relating to the commercial transactions to which any data or information relates are solely between You/the relevant Authorized Affiliate and each relevant Supplier. You and Your Authorized Affiliates will provide to Tungsten all necessary information to prepare and maintain Your data profile(s) on the Tungsten e-Invoice Network Accounts Payable Service and authorize Tungsten to process, copy and use all Content and the information contained in all applicable data profile(s) in connection with the Tungsten e-Invoice Network Accounts Payable Service provided from time to time by or on behalf of Tungsten to You and Your Authorized Affiliates. You confirm that Tungsten and its affiliates will be entitled to rely on the information given as being accurate and complete.

9. You will notify Tungsten promptly in writing if You become aware of any unauthorized access to or use of the Subscription Services Platform or any attempt to gain such access or in any way breach the security of the Subscription Services Platform.

10. **Suppliers.** Tungsten will be entitled to contact, deal and share information with prospective in-scope Suppliers in connection with the provision or prospective provision of the Tungsten e-Invoice Network Subscription Service and You will and Authorized Affiliates will provide Tungsten with all reasonable assistance to facilitate Tungsten’s supplier enrolment service as referenced in the Tungsten e-Invoice Network Accounts Payable Service Specification.

#### 11. Third Party Networks

(a) While conducting Supplier enrolment, Tungsten may identify suppliers released by You to Tungsten for enrolment who have existing arrangements in place with a third party electronic invoice service provider (“Third Party Service Provider”) for the electronic processing of invoices to their customers (“Third Party Suppliers”).

(b) It will at all times be for Tungsten to determine in its sole discretion whether taking delivery of invoice data in such circumstances is technically and commercially feasible. If Tungsten determines it is feasible, You acknowledge Your agreement to the terms set out in the following paragraphs (iii) to (viii) below, operates as a material precondition of Tungsten taking delivery of invoice data from designated Third Party Suppliers via a relevant Third Party Service Provider.

12. You agree (on Your own behalf and on behalf of Your Authorized Affiliates) that:

(a) Tungsten’s sole role will be to act as a conduit for the electronic transmission to You (and as applicable Authorized Affiliates) of invoices of Third Party Suppliers submitted to Tungsten by a Third Party Service Provider and accepted by Tungsten for such transmission. Accordingly, Tungsten will not be responsible to any person on any basis for generating and creating any tax invoice of, or obtaining any required consent and authority from, a relevant Third Party Supplier and Tungsten will not guarantee or provide any assurance or advice as to tax or legal compliance in connection with any data processed by Tungsten and received from a Third Party Supplier;

(b) a Third Party Service Provider will (subject to applicable law mandating otherwise) bear no responsibility to any person on any basis for the content of invoices submitted to that Third Party Service Provider by a Third Party Supplier;

(c) no Third Party Service Provider will be deemed to be or construed as an agent, consultant, sub-contractor or partner of Tungsten for any purpose;

(d) Tungsten will not be liable to any person on any basis for any act or omission of a Third Party Service Provider or a Third Party Supplier or for any breach of this Agreement arising as a result of or in connection with any such act or omission;

(e) Tungsten will not be required on behalf of any person or entity to impose any or any minimum insurance requirements on a Third Party Service Provider or to obtain or exercise any audit rights in relation to a Third Party Service Provider; and

(f) Tungsten will be under no obligation to interconnect with any Third Party Service Provider or to continue with any connection in place at any time. Any agreement by Tungsten to interconnect with a Third Party Service Provider will constitute confidential information of Tungsten for the purposes of the Tungsten E-Invoicing Network Terms of Service.

13. Where a lawful regulatory agent (including a tax authority) requires access to Content held by Tungsten on Your behalf (or on behalf of one of Your Authorized Affiliates), Tungsten will be entitled to grant such access and will, to the extent lawfully entitled to do so, inform You (or Your Authorized Affiliate) in writing of such access being granted. Tungsten will have no liability on any basis to You or Your Authorized Affiliate in relation to the granting of such access.

14. Tungsten will have the right at all times to deny or restrict access to and/or use of the Subscription Services Platform by any person whom Tungsten suspects may not be duly authorized for or appropriately utilizing such access or use rights or upholding Tungsten’s legitimate commercial interests and that Tungsten will bear no liability to any person on any basis in connection with any such denial or restriction of access or use.

15. You and Your Authorized Affiliates will each:

(a) be responsible for maintaining current VAT (or local equivalent) registrations and other statutory filings with all applicable

governmental and regulatory authorities;

- (b) notify Tungsten in writing of the identifying numbers of all such registrations from time to time;
- (c) in timely fashion in each case, provide such information, undertake such acts and effect such acknowledgements as may reasonably be required from time to time under or in accordance with the Tungsten e-Invoice Network Accounts Payable Service Specification;
- (d) be responsible for remitting, reporting, accounting for and reclaiming its taxes in accordance with all relevant requirements;
- (e) be responsible for retaining and storing all digitally signed human readable invoice documents submitted via the Subscription Services Platform to the extent and for such period as may be required by applicable laws and regulations from time to time;
- (f) notify Tungsten in writing if any data or Content that Tungsten process, store and/or collect on Your behalf or on behalf of one of Your Authorized Affiliates will or may contain Sensitive Personal Data. If any data/Content is submitted to the Subscription Services Platform You or by Your Authorized Affiliate, or on Your behalf or on behalf of Your Authorized Affiliate that will/may contain Sensitive Personal Data it is recommended to select a secure transmission method/delivery option (and failure to do so is not at Tungsten 's risk). "Sensitive Personal Data" means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, data concerning health or sex life and data consisting of information as to the commission or alleged commission of any offence or any proceedings for any offence or alleged offence or the disposal of such proceedings or the sentence of any court in such proceedings; data relating to investigations, enquiries or disclosures for law enforcement purposes.

16. You and Your Authorized Affiliates will each ensure that access to the Subscription Services Platform is only made by their respective Customer Users who have in each case been duly authorized to do so and are using valid and appropriate Tungsten -generated service access credentials. You and Your Authorized Affiliates will be responsible at all times for the acts and omissions of all Customer Users from time to time accessing the Subscription Services Platform.

## ANNEX 2 TO THE TERMS OF SERVICE:

### TERMS OF SERVICE FOR TUNGSTEN E-INVOICE NETWORK ACCOUNTS RECEIVABLE SERVICE

1. The Tungsten e-Invoice Network Accounts Receivable Service includes the provision of such services to an Affiliate, as implemented from time to time, (the “Authorized Affiliate”), and the following shall apply:

(a) You will ensure that any Authorized Affiliates’ access and use of the Tungsten e-Invoice Network Accounts Receivable Service is only for their internal business purposes and direct benefit and within the scope of purchased Tungsten e-Invoice Network Accounts Receivable Service;

(b) You will only allow the Authorized Affiliates access and use of the Tungsten e-Invoice Network Accounts Receivable Service to the extent such Tungsten e-Invoice Network Accounts Receivable Services have been sufficiently purchased and only in accordance with the Terms of Service, the Terms of Service for Tungsten e-Invoice Network Accounts Receivable Service and the Agreement, including any limitations on the number of seat licences or concurrent licenses or any transaction or term limitations;

(c) You agree and will procure that each of Your Authorized Affiliate agrees that a material condition of the use of the Tungsten e-Invoice Network Accounts Receivable Service is that (i) You will have at all relevant times full authority and consent and will procure that You have full authority and consent from each Authorized Affiliate to access and use the Subscription Services Platform, and to Tungsten accessing and using the Subscription Services Platform in relation to the storage and processing of Content (ii) You will have at all relevant times full authority and consent and will procure that You have full authority and consent from each Authorized Affiliate to instruct Tungsten in relation in each case to their Content and the Tungsten e-Invoice Network Accounts Receivable Service to be provided to or for You or such Authorized Affiliate (iii) You will at all times be responsible for all acts and omissions of any Authorized Affiliates in connection with access to and use by or on behalf of such Authorized Affiliates of the Tungsten e-Invoice Network Accounts Receivable Service and access to and use by You and by any Authorized Affiliate of the Tungsten e-Invoice Network Accounts Receivable Service will constitute acknowledgment and acceptance by You and by such Authorized Affiliates that the terms of the Tungsten e-Invoice Network Accounts Receivable Service is provided on the terms stated in these Terms of Service.

(d) You agree and will procure that each of Your Authorized Affiliates agree that upon termination of the Tungsten e-Invoice Network Accounts Receivable Service, for whatever reason, all rights to allow such access and to use and to access Subscription Services Platform terminate automatically and with immediate effect and You shall immediately discontinue to allow such access and use of the Subscription Services. Same applies regarding a particular entity in the event that this particular entity is no longer an Affiliate, an Authorized Affiliate or in the event that the contractual arrangement between You and a particular Authorized Affiliate regarding such access and use terminates.

(e) To the extent it is relevant to the Tungsten e-Invoice Network Accounts Receivable Service, in order to compare the actual users of the Tungsten e-Invoice Network Accounts Receivable Service with the authorized group of users, You will inform Tungsten upon request (i) to which entity a user belongs and (ii) if this entity is an Affiliate.

(f) An “Affiliate” means any entity, which controls, is controlled by or is under the common control with You. The terms "control", "controlling" and "controlled" refer to the legal, beneficial or equitable ownership, direct or indirect, of more than fifty (50) percent of the aggregate of the voting equity interest interests in such entity.

2. In respect to the Subscription Services known as Tungsten e-Invoice Network Accounts Receivable Service, the type of service provided for the Customer (and any Authorized Affiliates) will depend upon it’s geographic location (as further described in the Universal Compliance Guide (which forms part of these Terms of Service).

3. In the event there is any change to the “Tungsten e-Invoice Network Compliant Countries” and/or “Tungsten e-Invoice Network Commercial Data Transfer Service Countries” as set out in the Universal Compliance Guide, the parties acknowledge that it may be necessary to modify the terms of these Terms of Service and/or the Tungsten e-Invoice Network Accounts Receivable Service (including pricing) to reflect such changes.

4. You further acknowledge that certain jurisdictions may be subject to local requirements impacting on how the Tungsten e-Invoice Network Accounts Receivable Service is provided in a particular country which may be different to the standard service model. Current differences in these countries are summarized in the Universal Compliance Guide and where applicable, the Tungsten e-Invoice Network Compliant Countries Archive Guide document and are outlined in detail in the “Country Chapters” of the compliance guides, copies of which are available on the Portal. Tungsten will make updated copies of those documents available to You from time to time. You shall therefore discuss and agree in good faith any changes to these Terms of Service (including changes to the terms, pricing, and service descriptions under the same whether in these Terms of Service or the Agreement as whole) reasonably required in order to implement such local requirements and any updated local requirements (such agreement not to be unreasonably withheld or delayed by either Tungsten or You).

5. You will not and procure that any Authorized Affiliates will not (i) contravene any legal and/or regulatory requirements applicable to You or them when using the Subscription Services Platform or use (or permit any other person to use) the Subscription Services Platform in connection with any unlawful purpose; (ii) use the Subscription Services Platform to process, collect or store personal data relating to any user (including personnel thereof) of the Subscription Services Platform or any third party without their prior written consent (iii) use the Subscription Services Platform to process or store any unlawful, defamatory, obscene, libelous, menacing, racially or otherwise objectionable or invasive content, or any content which infringes a third party’s intellectual property rights and/or (iv) include any real (i.e. non test data) or personal data (sensitive or otherwise) relating to an identifiable living individual in any data submitted to the Subscription Services Platform for testing purposes.

6. You will not interfere with or attempt to interfere with the operation of the Subscription Services Platform, including by means of (i) overloading, flooding and/or crashing (ii) copy, download, reproduce, disseminate, publish, transmit, modify, reverse engineer, use any part of

the Subscription Services Platform and/or any documentation provided by Tungsten save to the extent expressly permitted in writing by Tungsten.

7. Tungsten makes no representation or warranty of any kind, either express or implied, regarding the quality, accuracy or validity of the data and information available from or on the Subscription Services Platform (“Content”) other than for the purposes of validating, formatting, translating and/or augmenting such data or information as expressly stated in the Terms of Service for Tungsten e-Invoice Network Accounts Receivable Service. All commercial/legal terms relating to the commercial transactions to which any data or information relates are solely between You, the Authorized Affiliate and the relevant buyer customer. You and Your Authorized Affiliates will provide to Tungsten all necessary information to prepare and maintain Your data profile(s) (“Supplier Profile”) on the Tungsten e-Invoice Network Accounts Receivable Service and authorize Tungsten to process, copy and use all Content and the information contained in all applicable Supplier Profile(s) in connection with the Tungsten e-Invoice Network Accounts Receivable Service provided from time to time by or on behalf of Tungsten to You and Your Authorized Affiliates. You confirm that Tungsten and its affiliates will be entitled to rely on the information given as being accurate and complete.

8. You will notify Tungsten promptly in writing if You become aware of any unauthorized access to or use of the Subscription Services Platform or any attempt to gain such access or in any way breach the security of the Subscription Services Platform.

9. You authorize Tungsten to share the contact, billing and payment information of Yourself and any Authorized Affiliate supplier to : Tungsten for the exclusive purposes of providing the Tungsten e-Invoice Accounts Receivable Service with buyer customers that accept electronic invoices from You (and Your Authorized Affiliates) via Tungsten e-Invoice Network..

10. Where a lawful regulatory agent (including a tax authority) requires access to Content held by Tungsten on Your behalf (or on behalf of one of Your Authorized Affiliates), Tungsten will be entitled to grant such access and will, to the extent lawfully entitled to do so, inform You (or Your Authorized Affiliate) in writing of such access being granted. Tungsten will have no liability on any basis to You or Your Authorized Affiliate in relation to the granting of such access.

11. Tungsten will have the right at all times to deny or restrict access to and/or use of the Subscription Services Platform by any person whom Tungsten suspects may not be duly authorized for or appropriately utilizing such access or use rights or upholding Tungsten ’s legitimate commercial interests and that Tungsten will bear no liability to any person on any basis in connection with any such denial or restriction of access or use.

12. You and Your Authorized Affiliates will each ensure:

(a) that Content is (i) accurate and complete (including data submitted in relation to the Supplier Profile as some or all of this may be used to supplement the data received); (ii) is compliant with applicable laws (including laws applicable as a sender of invoices or where applicable a receiver of purchase orders) and (iii) and is in a format consistent with the Supplier Profile.;

(b) that it/they will take all steps necessary to check and approve data Content? submitted in purchase orders from PO Customers to ensure that such data can be relied on as being complete and accurate;

(c) to review all e mails sent from Tungsten to confirm processing as these e mails include notification of submission of any purchase orders for downloading and or any failed invoices/credit notes and the applicable reason for the failure of such invoices/credit notes;

(d) that it/they download purchase orders submitted by PO Customers;

(e) to resubmit rejected invoice data until has been successfully processed by Tungsten;

(f) to cease sending the paper invoice to the relevant buyer customer(s) once live with Tungsten; or where You or an Authorized Affiliate continue to do so, ensure that they are clearly marked as “copy and not for tax purposes”;

(g) to store the digitally signed PDF invoices (if it does not use the Tungsten Network archive services to do so);

(h) to notify Your local tax authority if it is using the Tungsten Network archive services and Client and/or its Authorized Affiliates are located in a country that requires such a notification to be given.

(i) that You notify Tungsten in writing if any data or Content that Tungsten process, store and/or collect on Your behalf or on behalf of one of Your Authorized Affiliates will or may contain Sensitive Personal Data. If any data/Content is submitted to the Subscription Services Platform You or by Your Authorized Affiliate, or on Your behalf or on behalf of Your Authorized Affiliate that will/may contain Sensitive Personal Data it is recommended to select a secure transmission method/delivery option (and failure to do so is not at Tungsten ’s risk). “Sensitive Personal Data” means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, data concerning health or sex life and data consisting of information as to the commission or alleged commission of any offence or any proceedings for any offence or alleged offence or the disposal of such proceedings or the sentence of any court in such proceedings; data relating to investigations, enquiries or disclosures for law enforcement purposes;

(j) that You take the necessary steps to maintain Your VAT registration and other statutory filings, for making any necessary notifications to relevant authorities of its use of the e-invoicing services and e-archiving services and for reporting, remitting, accounting for and reclaiming its VAT and other taxes in accordance with all relevant requirements.

13. You and Your Authorized Affiliates will each ensure that access to the Subscription Services Platform is only made by their respective Customer Users who have in each case been duly authorized to do so and are using valid and appropriate Tungsten -generated service access credentials. You and Your Authorized Affiliates will be responsible at all times for the acts and omissions of all Customer Users from time to time accessing the Subscription Services Platform. “Customers Users” means employees or contractors that are authorized from time to time by Customer/Authorized Affiliates to access the Tungsten e-Invoice Network.

14. You authorize Tungsten (on Your behalf and each Authorized Affiliate’s behalf) to electronically create, sign (where applicable) and send

invoices submitted by You and any Authorized Affiliate in the name and on behalf of You and any Authorized Affiliate.

**15.** Tungsten will deliver Customer and/or Authorized Affiliate invoice data and related invoice images (including personal data) to a third party representative of a buyer customer (“Buyer Representative”) if You notify Tungsten that You elect for delivery to be effected this way and provided Tungsten (in its sole discretion) is able to pass to such Buyer Representative. Additional charged may apply to the processing of such invoices and these will be notified to You at the time such election is made. To avoid doubt a Buyer Representative is not a sub-contractor, agent or partner of Tungsten and Tungsten is not responsible for its acts or omissions.

**16.** All data submitted to Tungsten for testing purposes should contain “test” data only and to avoid doubt must not contain Sensitive Personal Data or other personal data relating to an individual. You are responsible for notifying Tungsten (in writing in advance) if the invoices (or attachments to the invoices) submitted by it to the Tungsten e-Invoice Network for a buyer customer will/might contain “Sensitive Personal Data”. Notification must be given by in writing as part of implementation or, if given after implementation, by using the self- ticketing facility at Tungsten Network support.

**17.** Where invoices contain Sensitive Personal Data: (i) You are responsible for ensuring that the data is secure in transit to the Tungsten e-Invoice Network and therefore Tungsten recommends that a connection method that includes encryption protocols is used so that the data is encrypted while in transit to Tungsten; and (ii) You are responsible for notifying Tungsten in writing that invoices and/or attachments to the invoices submitted by it to the Tungsten e-Invoice Network will or may contain Sensitive Personal Data and Tungsten will cease to e-mail PDF invoice images. Such PDF invoice images will only be available for collection from the Tungsten web site. If You fail to notify Tungsten that invoices/attachments to invoices contain Sensitive Personal Data, then the transmission of such invoices by e-mail by Tungsten will be at Your sole risk.

**18.** If Your buyer customer notifies Tungsten that it will/might submit purchase order or remittance messages via the Tungsten e-Invoice Network containing Sensitive Personal Data, purchase order and remittance messages will only be made available by Tungsten Network for access via a secure transmission method. Any Sensitive Personal Data contained in: (i) invoice files/ related attachments submitted to Tungsten are created by Your or an Authorized Affiliate; and (ii) purchase order/remittance messages submitted to Tungsten is created by the buyer customer. Tungsten does not accept any liability in respect of the integrity of such data other than at the point at which that data is taken into, and to the extent it is held within, the environment of Tungsten. To avoid doubt, Your (and Your Authorized Affiliates) systems and users are expected to protect their own database and any Sensitive Personal Data held within its environment and Tungsten has no liability in respect thereof.

## ANNEX 3 TO THE TERMS OF SERVICE

### TERMS OF SERVICE FOR TUNGSTEN E-INVOICE CONNECT SERVICE

**1. Electronic Transmission.** Tungsten's sole role will be to act as a conduit for the electronic transmission to the designated invoice recipient of invoices, which are submitted using the Tungsten E-Invoice Connect Service and accepted by Tungsten for such transmission. Accordingly, (i) Tungsten will not be responsible to any person on any basis for obtaining any required consent and authority; (ii) Tungsten will not guarantee or provide any assurance or advice as to tax or legal compliance in connection with any data generated, created, processed or received by Tungsten; and (iii) Tungsten makes no representation or warranty of any kind, either express or implied, regarding the processing speed, quality, accuracy, authenticity, or validity of the data and information generated or created or submitted to or available from or on the Subscription Services Platform, including messages in the context of the electronic transmission mentioned above ("Content").

**2. Interconnectivity with Third Party Service Providers.** Electronic transmission of invoices may include the exchange via or to one or several third party service providers (each a "Third Party Service Provider"), and possibly via third party networks of such Third Party Service Providers (each a "Third Party Network", including governmental portals and registries), to the respective parties connected and based on an agreement to interconnect between Tungsten and such Third Party Service Provider ("Agreement of Interconnectivity").

(a) Tungsten and a Third Party Service Provider will (subject to applicable law mandating otherwise) bear no responsibility to any person on any basis for the content of invoices using the Tungsten E-Invoice Connect Service;

(b) no Third Party Service Provider will be deemed to be or construed as an agent, consultant, sub-contractor or partner of Tungsten for any purpose and vice versa;

(c) Tungsten will not be liable to any person on any basis for any act or omission of a Third Party Service Provider or for any breach of this Agreement arising as a result of or in connection with any such act or omission;

(d) Tungsten will not be required on behalf of any person or entity to impose any or any minimum insurance requirements on a Third Party Service Provider or to obtain or exercise any audit rights in relation to a Third Party Service Provider; and

(e) Tungsten will be under no obligation to interconnect with any Third Party Service Provider or to continue with any connection in place at any time. Any Agreement of Interconnectivity will constitute confidential information of Tungsten for the purposes of the Tungsten E-Invoice Connect Service.

**3. Authorization.** In the context and for the purpose of providing the Tungsten E-Invoice Connect Service, Tungsten is authorized to (i) access and use Content, including exchange with Third Party Service Providers and/or Third Party Networks; (ii) to electronically create, sign (where applicable), store, collect, receive and send invoices, including information contained therein or related thereto and including exchange with Third Party Service Providers and/or Third Party Networks; (iii) to modify the form of such invoices and other messages, such as to adjust the format or to delete or to add information; and (iv) to inform third parties connected to Tungsten E-Invoice Connect Service, possibly via Third Party Service Providers and/or Third Party Networks, that a Customer/its Authorized Affiliates are able to send and receive invoices via Tungsten E-Invoice Connect Service, and to make information necessary for such exchange available.