

Terms of Service (TOS) of S1Seven GmbH

1. Introduction

1.1 S1Seven GmbH, FN 511351 m, Hauptplatz 4-5, 2070 Retz, (hereinafter referred to as "**S1Seven**") develops, sells, and manages software to digitize quality certificates to unlock traceability of low carbon materials (the "**Software**").

1.2 These Terms of Service (the "**TOS**") govern the rights and obligations between S1Seven and S1Seven's customers. S1Seven's customers are business owners/entrepreneurs as defined in section 1 para 2 Austrian Consumer Protection Act (*Konsumentenschutzgesetz*) (the "**Customer**" and together with S1Seven the "**Parties**"; each being a "**Party**").

2. Scope of application

2.1 The TOS govern the contractual relationship between S1Seven and S1Seven's Customers. Unless otherwise provided for in the following, the TOS are applicable to and govern all contractual relationships between the Parties, regardless of whether the Customer orders a Module(s) against a License Fee or a free plan(s). S1Seven provides software subscription services exclusively based on the TOS. Any use of the Software by the Customer shall have the effect that the TOS will form the basis of such a contractual relationship.

2.2 By acceptance of the TOS by the Customer, a contract for the use of the Software is concluded between S1Seven and the Customer (the "**Contract**"). For information purposes, the Customer shall receive a confirmation email (the "**Confirmation Email**") with a version of the TOS attached valid at the time of the conclusion of the Contract and applicable to the respective Contract.

2.3 In addition to the TOS, the current S1Seven price lists (see www.s1seven.com), as well as any other contract terms to the extent that these have been individually agreed in writing, shall apply. The Customer shall receive a confirmation of the applicable License Fees in the Confirmation Email.

2.4 In case the Customer has its own terms and conditions, by using the Software of S1Seven, the Customer agrees and confirms that only S1Seven's TOS shall apply to the contractual relationship between S1Seven and the Customer to the exclusion of any terms and conditions of the Customer. Any terms and conditions of the Customer will only apply if S1Seven expressly confirms this in writing.

2.5 Individual agreements must be made in writing (and must be signed by the Parties). Any informal statements and declarations made by S1Seven (including those made by email) are not binding.

3. S1Seven's Services

3.1 S1Seven provides the Customer with a system consisting of several modules for digital quality documentation as software-as-a-service (SaaS) in the respective current version [available under <https://developers.s1seven.com>] (the "**Software Documentation**") for use via the Internet or REST API. The Software is ordered via the website available under [app.s1seven.com].

3.2 S1Seven hereby grants to the Customer – against the payments to be made by the Customer according to the Confirmation Email and section 13 ("**License Fees**") or, if the Customer is using free plans, for free – the personal, non-exclusive, non-transferable license to use the Software during the Term in accordance with the provisions of the TOS, for the sole purpose of digital quality documentation (the "**Software License**").

3.3 The Customer may only use the Software for its business purpose and in accordance with (i) any restrictions or specifications set forth in the Software Documentation, (ii) the terms of the TOS and (iii) any applicable laws.

3.4 The Software is licensed to the Customer during the Term and is expressly not sold to the Customer. The Software License may not be sublicensed, assigned or transferred or otherwise made available to any third party, unless expressly agreed in writing between the Parties.

3.5 [The Customer has the possibility to determine to which features and to which extent the Customer wishes to have access to the Software within the scope of its Software License. For this purpose, S1Seven offers the Software in several versions, which differ in (i) the number of available features and support and (ii) the number of notarization calls per month, as well as the message partners (the "**Modules**"). The purchased Modules are specified in the Confirmation Email, and the individual Modules and its features are described in detail under <https://s1seven.com/product/pricing>. Within the scope of its Software License, the Customer is expressly only entitled to use those features which are part of the ordered Module(s).

3.6 [The Customer may grant its clients access to the uploaded digitized quality certificates by providing the client with a link and login data ("**Authorized Users**"). The registration and login of the Authorized Users is a prerequisite for access to the digitized quality certificates. The Authorized Users only have access to the certificates uploaded by the respective Customer.

3.7 Additional services, such as adapting the Software to the individual requirements of the Customer, require a separate agreement.

3.8 S1Seven will continue to update and upgrade the Software at no additional costs for the Customer. Notwithstanding the above, S1Seven reserves the right to develop additional features for the Software, which may, in S1Seven's sole discretion, be offered to its customers against payment of certain fees or free of charge as part of their Module.

3.9 S1Seven is only responsible for the Software that S1Seven itself provides. The Customer may not raise any claims against S1Seven for any Software malfunctions caused by the Customer or third-party intervention.

3.10 The place of S1Seven's service provision is the router exit to the Internet located at the data center used by S1Seven. The Customer's end devices and the Internet connection are not part of S1Seven's Software.

4. Version Upgrades

4.1 The Customer acknowledges that the Software is constantly developed, and S1Seven reserves the right to further develop and change the Software and all specifications of the Software at any time which might include a major overhaul of the underlying functions and/or affect Customer's usability of the Software ("**Version Upgrades**").

4.2 S1Seven shall notify the Customer in writing (email is sufficient) at least sixty (60) days prior to the rollout of a Version Upgrade and allow the Customer to review the Version Upgrade.

4.3 After expiry of the notification period, the Version Upgrade will be implemented in any case. The Customer acknowledges that he does not have a right to object to any Version Upgrade but, as the case may be, may terminate the Contract in compliance with the notice periods set forth in section 11.2 and 11.3. This shall be notified to the Customer explicitly in the notice announcing the Version Upgrade.

4.4 For the avoidance of doubt, the following upgrades or changes to the Software shall not be deemed Version Upgrades and shall not need to be notified to the Customer prior to their implementation:

- a) upgrades which do not affect the usability of the Software or Customer's experience but solely improve the underlying technical methods or functions of the Software;
- b) upgrades which are required to be installed in order to restore the functionality of the Software for the Customer; and
- c) upgrades which, if not implemented, would cause significant (i) impact on S1Seven's ability to provide the Software to other customers and are necessary to ensure a smooth user experience for all of S1Seven's customers or (ii) damages to S1Seven.

5. The Customer's Duties

5.1 In order to enable S1Seven to provide the services in accordance with the TOS, the Customer undertakes (i) to take all necessary steps within its sphere of responsibility, such as the creation and maintenance of a fast and stable Internet connection, as well as any hardware and software requirements, and (ii) to cooperate in all necessary actions in order to allow S1Seven to provide the Software under the TOS and to provide S1Seven with all necessary documents and information.

5.2 The Customer undertakes to only use the Software according to the TOS, any other restriction or specifications set forth in the Software Documentation, any individual agreements as well as all applicable laws. The Customer is responsible for monitoring the compliance of all its employees, Authorized Users or other third parties attributable to the Customer (the "**Users**") with the terms of the TOS. The Customer is liable to S1Seven for all damages resulting from the violation of the Customer's or its User's obligations, in particular in the case of any illegal use of the Software.

5.3 The Customer shall only use the Software for its intended purpose and shall not misuse it, in particular not use it to store or distribute unlawful content. The Customer further undertakes not to use any technical equipment, software systems, or other data that could impair the Software or systems of S1Seven.

5.4 Except as expressly required by mandatory law, the Customer shall not modify, distribute, copy, decompile, rearrange, publish, reverse engineer, reproduce or prepare derivative works based on the Software or use any other technical or logical process in relation thereto to interfere with or obtain information about its structure, processes, operation or other protectable features (or assist others to do so). In particular, the Customer is prohibited from (i) reverse-engineering or otherwise modifying the code of the Software, (ii) introducing viruses or other harmful software into the Software, (iii) obtaining or granting unauthorized access to the Software to any third party, and (iv) developing and/or providing software or APIs that function substantially like the Software. Passing on access to the Software to Authorized Users is excluded.

5.5 The Customer must maintain the IT infrastructure that is required to use the Software at its own expense and own risk.

5.6 The Customer must take appropriate technical steps to secure its systems and must regularly back up its data.

5.7. S1Seven stores the Customer's wallet addresses but does not receive or store the Customer's wallet password, encrypted private key, unencrypted private key, or mnemonic (backup) phrase associated with the wallet. The Customer has to store safely the mnemonic phrase associated with its wallet as in case of losing it, S1Seven is not able to recover that by any means.

5.8. S1Seven may monitor and access the Customer's account in order to respond to the Customer's requests for technical support, to ensure the proper functioning of the Software and to improve the Software and site. S1Seven may, but is not required to, monitor, access and disclose to law enforcement and judicial authorities information concerning Customer, Customer's account, Authorized Users and use of the Software, and Customer content if required (i) to protect S1Seven, its customers, users or partners, including in connection with the enforcement of these TOS or (ii) in S1Seven's reasonable judgment, to avoid an actual or potential violation of applicable law.

5.9. The Customer is responsible for maintaining the confidentiality of Customer's and its Authorized Users log in, password and account credentials and for all activities that occur under any such credentials. The Customer will promptly notify S1Seven if the Customer learns of a security breach related to the Software, including the compromise, loss or unauthorized use of any of Customer's login, password or account credentials.

5.10 S1Seven may block the Customer's access to the Software in the event of a breach of these TOS or of any individual agreements, particularly if the Customer defaults on payment of the License Fees and/or Additional Fees. This does not affect the Customer's duty to continue paying the License Fee and/or Additional Fee for use. In addition, the Customer must reimburse S1Seven for any costs incurred in connection with the blocking of the Customer's access.

5.11 The Customer agrees that S1Seven may, with prior written agreement of the Customer (email is sufficient) name it as a reference customer in its public appearance. S1Seven will agree with the Customer on the use of Customer logos, project data, etc. before publication.

6. Rights of use

6.1 Notwithstanding anything to the contrary in this TOS, the Customer agrees that S1Seven may collect information and data relating to the access, use and/or performance of the Software including data generated in connection with the Customer's use of the Software, e.g. analytics data, statistics data and performance data (the "**Service Data**"), and S1Seven may use Service Data to develop, improve, support and operate its products and the Software during and after the Term. This section 6.1 does not give S1Seven the right to (i) publicly identify Customer as to the source of any Service Data without the Customer's consent or (ii) to collect the Customer's personal data for other purposes than invoicing the License Fee and/or Additional Fee.

6.2 Unless otherwise agreed, no further rights to the Software are granted to the Customer. In particular, the Customer shall not acquire any rights whatsoever in the Software, and in particular no copyright, no trademark, patent, or other intellectual property rights.

6.3 For all of the under <https://github.com/s1seven> published open source repositories, there is a corresponding Open Source report available.

6.4 This section 6 applies *mutatis mutandis* to all documents provided by S1Seven to the Customer, in particular, to the Software Documentation.

7. Warranty, liability and malfunctions

7.1 S1Seven warrants that the Software will, during the Term, (i) comply with the Software Documentation, (ii) be in operational condition and (iii) be in accordance with the state of the art customary at that time.

7.2 S1Seven warrants an average accessibility and availability of the Software of 99% per calendar month. Excluded from this are:

- a) downtimes due to circumstances beyond S1Seven's control, e.g. any (i) system, software, network or hardware failures which occur outside S1Seven's sphere or control and for which S1Seven is not responsible, (ii) failures caused by the Customer itself or its Users, such as, in particular, improper operation, non-compliance with technical specifications and conditions of use described in the Software Documentation or the use of incompatible equipment, or (iii) failures due to force majeure; and
- b) maintenance periods, such as planned interruptions due to maintenance or installation of updates and which have been communicated to the Customer in writing (email is sufficient) or informally at least two (2) calendar days in advance.

7.3 S1Seven warrants within the scope of the statutory provisions that the rights of use granted in relation to the Software are free from third party rights which could prevent the Customer from using it in accordance with the TOS.

7.4 S1Seven makes no warranties (i) that the Software or its functionality and quality meet the Customer's expectations or that it is suitable for a specific purpose intended by the Customer and (ii) for errors or other performance failures of the Software caused by:

- a) necessary maintenance or software updates;
- b) insufficient quality of Internet connections or errors in the hardware, operating system, interfaces or third-party software of other manufacturers that are beyond S1Seven's control;
- c) application errors or improper operation or use by the Customer or its Users, in particular any use of the Software contrary to the guidelines set forth in the Software Documentation, whereby such errors or performance failures could have been avoided with proper and careful use by Customer or its Users; and
- d) software viruses or other external events beyond S1Seven's control, such as accidents, power or Internet outages or force majeure events such as natural disasters.

7.5 To the extent permitted by law, S1Seven is exclusively liable for damages caused by wilful intent or gross negligence. Any liability for damages caused by slight negligence (*leichte Fahrlässigkeit*) is excluded. S1Seven shall not be liable for indirect damages, lost profits, consequential damages and immaterial damages of any kind whatsoever. The limitation of S1Seven's liability under the TOS shall apply in each case to the maximum extent permitted by law. Any claim against S1Seven shall be brought forward (i) within six (6) months after the respective damage becomes known and failure to do so will result in such claims to be time-barred and (ii) exclusively against S1Seven, excluding the personal liability of all agents, employees and subcontractors of S1Seven.

7.6 S1Seven cannot exclude the possibility of data loss or other impairments, in particular due to impairments in the Customer's internet connections. S1Seven assumes no liability for this either.

7.7 S1Seven is not liable for damage and defects that are due to improper operation, changed operating system components, interfaces, and parameters, changes to the necessary system settings, use of unsuitable organizational means, or simple application errors. Likewise, S1Seven is not liable for disruptions in the public communication networks or inadequate system requirements for the Customer (current system requirements for using the software can be found at www.s1seven.com).

7.8 The Customer will immediately inform S1Seven of any malfunctions and, if possible, with a comprehensible description of the error so a correction can be made as soon as possible. The Customer will free of charge assist S1Seven to remedy any malfunctions. Any rectification of malfunctions by S1Seven requires in any case that the Customer has fully met its payment obligations.

7.9 For this purpose, during the Term, user support can be reached under the support center section at s1seven.com on working days (Monday-Friday 9:00 to 17:00, excluding public Austrian holidays). In particular, the support does not replace user training, Customer's internal support intended for the support of the Software or reference to the documentation material delivered with the Software. S1Seven is obliged to respond to the Customer's request within two working days at the latest.

7.10 To the extent and as far as obligations relating to the Software are affected due to force majeure, including war, terrorism, natural disasters, fire, strike, lockout, embargo, governmental intervention, epidemic or pandemic, power supply failure, transport failure, telecommunication network or data lines, or legislative changes effected after the conclusion of the Contract or other unavailability of the Software cannot be rectified on time or not in a proper manner, this does not constitute a breach of Contract and does not entitle the Customer to any claims against S1Seven.

8. Indemnification

8.1 S1Seven shall indemnify and hold the Customer harmless with respect to all claims based on an infringement of an intellectual property or proprietary rights of any third party resulting from the use of the Software in accordance with the terms of this TOS.

8.2 The Customer shall immediately notify S1Seven in writing if a claim is brought forward against the Customer pursuant to section 8.1 and, in the event of a proceeding, shall issue a notice of dispute in order to give S1Seven the opportunity to intervene in the proceedings. The Customer shall coordinate with S1Seven with regard to all steps and procedural acts, such as, in particular, waivers, declarations or any settlements, and shall support S1Seven by using best efforts and shall forward all required information to S1Seven.

8.3 In the event a claim pursuant to section 8.1 is brought forward by a third party, S1Seven shall be entitled to modify the Software in such a way, that the respective infringement is remedied, provided, however, that this is reasonable for the Customer. If S1Seven is not able to modify the Software in accordance with this section 8.3 by using reasonable efforts, then S1Seven shall have the right to discontinue the use of the Software and terminate the Contract with the Customer with immediate effect.

8.4 The Customer shall indemnify and hold S1Seven harmless with regard to all claims that are based on:

- a) any use of the Software by Customer in breach of the TOS, in particular in breach of sections 3.3 and 5; and
- b) an infringement of an intellectual property or proprietary rights of any third party, except where such claim results from a use of the Software in accordance with the terms of the TOS.

9. Data protection

9.1 As a user of the Software, the Customer is the person responsible for data protection, S1Seven is merely a processor. For this purpose, a separate contract for processing will be concluded; in the absence of an individually agreed contract for processing, the standard contract for processing by S1Seven will apply.

9.2 For the processing of personal data in the course of providing the Software to the Customer under the TOS, reference is made to S1Seven's privacy policy, available under <https://www.s1seven.com/privacy>.

9.3 As the person responsible, the Customer is in charge of compliance with the provisions of the General Data Protection Regulation – GDPR and the Austrian Data Protection Act – DSG. Insofar as the Customer processes personal data when using the Software (e.g. enters, processes, stores or transmits personal data to S1Seven), it guarantees that it is entitled to do so in accordance with the applicable data protection regulations.

10. Confidentiality

10.1 The Customer and S1Seven mutually undertake to treat all business and trade secrets of the respective other Party obtained in connection with the contractual relationship confidential and not to make them accessible to third parties, unless they are generally known, or were already known to the recipient beforehand without an obligation to secrecy, or are communicated or provided to the recipient by a third party without an obligation to secrecy, or have demonstrably been developed independently by the recipient, or are to be disclosed due to a legally binding official or judicial decision. This obligation shall apply for an unlimited period of time after the end of the Contract.

10.2. The Parties shall be entitled to disclose the foregoing information to current and future shareholders, affiliates, their/its officers and employees, consultants, and subcontractors to the extent that they have entered into a customary confidentiality agreement.

11. Duration and termination

11.1 The term of the Contract is specified in an individual agreement with the Customer; if there is no such individual agreement, the Contract is concluded for an indefinite period (the "**Term**").

11.2 In case of a Contract for an indefinite period, either Party may terminate such Contract by giving one month's notice. Also, the deletion of the account by the Customer shall be considered as termination which becomes effective three months from the deletion of the account.

11.3 In case of a fixed-term Contract, the fixed-term Contract may be terminated by either Party by giving one month's notice before the end of the respective fixed term. If the Contract is not terminated, it automatically extends to an unlimited Contract which may be terminated in accordance with section 11.2.

11.4 In each case, the right to extraordinary termination for cause remains unaffected by the provisions set out in section 11.2 and 11.3 for both Parties.

11.5 An extraordinary termination by S1Seven with immediate effect is possible in particular (but not limited to) under the following conditions:

- a) if the Customer provides incomplete or incorrect information or fails to provide required proof;
- b) if the Customer is in default of payment for 30 days (the granting of a grace period is not required);
and
- c) if there is reasonable suspicion that the Software is being misused.

11.6 Termination by the Customer must take place in writing via the S1Seven platform by an administrator appointed and authorized by the Customer.

12. Information requirements

12.1 The Customer must immediately inform S1Seven of any changes in its company address. If the Customer has failed to do so, S1Seven's declarations are deemed to have been delivered if delivery was made to the last valid address provided by the Customer for communication.

12.2 The customer accepts that S1Seven can also send legally meaningful declarations to the Customer by email or other electronic media (this also applies to invoices, which may be electronically signed to comply with the provisions of the Austrian Sales Tax Law (*Umsatzsteuergesetz*)). Declarations are deemed to have been received as soon as the Customer can access them or take note of them under normal circumstances.

13. Terms of payment and other financial terms

13.1 S1Seven's current Modules and respective License Fees to be paid are set forth under https://s1seven.com/product/pricing_as_well_as_the_price_list_attached_to_the_TOS_as_Schedule_13; the Customer receives a confirmation of the purchased Modules and applicable License Fees in the Confirmation Email. Unless the Customer is using free plans, the monthly License Fee shall be invoiced to the Customer at the beginning of each calendar month for the following calendar month. In the event that the date of the conclusion of the Contract is not the first day of a calendar month, the first and last monthly invoice during the Term will be prorated.

13.2 In case additional services pursuant to section 3.7 are agreed between the Parties, the respective additional fees (the "**Additional Fee**") shall be invoiced once the relevant additional service has been provided by S1Seven to the Customer.

13.3 Any invoice under the TOS shall be due and payable without any deduction within fifteen (15) days of the invoice date. The Customer is not entitled to withhold or offset payments for any reason. Payment of the License Fees and/or Additional Fees shall be made by wire transfer to S1Seven's bank account IBAN: AT45 12000 10027185213 BIC: BKAUATWW, unless a different payment method has been agreed between the Parties.

13.4 If the Customer fails to pay the License Fees and/or Additional Fees within fifteen (15) days of the due date, S1Seven reserves the right to suspend access to the Software.

13.5 In the event of a payment default, the Customer shall pay statutory interest. If the Customer fails to pay any due License Fee and/or Additional Fee within thirty (30) days of the respective invoice date, S1Seven shall be entitled to (i) terminate the Contract for cause and (ii) demand payment of any outstanding amounts.

13.6 The Parties may agree on other payment terms which deviate from this section 13 (such as quarterly or annual payment periods) in a written agreement.

13.7 All amounts (unless otherwise stated) are exclusive of the currently applicable sales tax and other charges. A cash discount is not provided or granted.

13.8 When ordering via the S1Seven website, payment claims are due in accordance with the conditions of the contracted payment provider unless stated otherwise.

14. Exceeding of usage limits

14.1 For each Module there are restrictions, such as in particular, but not limited to, the number of notarization calls per month, as well as the message partners ("**Usage Limits**").

14.2 S1Seven will inform the Customer in writing (email is sufficient) if the Customer exceeds one of the Usage Limits in a contractual month. If the Customer exceeds one of the Usage Limits again in the following month, S1Seven is entitled to automatically upgrade the Customer to the higher Module, which enables the Customer to use the Software without exceeding the Usage Limits and at the same time is the most cost-effective for the Customer. This upgrade becomes effective as of the month following the second exceeding of the Usage Limits. Upon the upgrade to the higher Module, S1Seven is entitled to invoice the respective higher License Fees for such higher Module. In the notification mentioned above, the Customer shall be explicitly informed of the possibility of an automatic upgrade and the associated higher License Fees.

14.3 By notifying S1Seven in writing, the Customer may also itself request an upgrade in a higher Module. The upgrade into the higher Module shall take effect from the month following the acceptance of the offer by S1Seven.

15. Other provisions

15.1 S1Seven and the Customer are independent parties. Nothing in the TOS shall be construed to make either Party an agent, employee, franchisee, joint venture partner or legal representative of the other Party.

15.2 If any provision of the TOS is or becomes invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the Parties shall agree on a valid provision which comes closest to the economic intention of the Parties.

15.3 The Contract may not be assigned or transferred for any reason whatsoever (including transfer by operation of law, by reason of a merger, reorganization or as a result of an acquisition or change of ownership) without S1Seven's prior written consent, and any breach of this provision shall entitle S1Seven to terminate the Contract for cause with immediate effect. S1Seven expressly reserves the right to assign and transfer the rights and obligations under the Contract to affiliated companies (*verbundene Unternehmen*) within the meaning of Article 189a of the Austrian Commercial Code (*Unternehmensgesetzbuch*).

15.4 The costs of legal advice and representation shall be borne by each Party itself. Any legal transaction fees (*Rechtsgeschäftsgebühren*) shall be borne by the Customer.

15.5 S1Seven is entitled to use third parties in full or in part to fulfill its obligations.

15.6 Any amendment or supplement to this Agreement shall be made in writing and signed by authorized representatives of the Parties. This shall also apply to any amendment or waiver of the requirement itself.

15.7 The Contract and any non-contractual obligations arising out of or in relation to the Contract shall be governed by, and construed in accordance with, the laws of Austria, without reference to or application of any conflict of law rules and excluding the UN sales law (*UN-Kaufrecht*).

15.8 The competent court for commercial matters in Vienna, First District, shall have exclusive jurisdiction to settle any disputes, controversies or claims arising out of or in relation to the Contract including the validity, invalidity, breach or termination thereof.