

Standard Terms of Use for Cloud Services from Unlisted AS

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DEFINITIONS

Concept	Definition
Terms can also be used in the plural, e.g. “The Parties” or “Users”.	
Customer	The entity defined in the Order Confirmation that has entered into this agreement with Unlisted.
Unlisted	A company defined in the Order Confirmation with which the Customer has entered into this Agreement.
Party	Unlisted or the Customer as defined in the Order Confirmation.
Software	Software applications and related services, such as data storage, from Unlisted, including revisions, modifications, and upgrades. Divided into Modules.
Software documentation	Documentation that describes the Software's features, functionality, and configuration, such as manuals and help files.
User	A named individual who uses the Software. Users may be employees of the Customer, or may be granted a User account by the Customer, such as a consultant or contractor.
Module	A functional package in the Software (e.g.: Cap table, Portfolio). The Order specifies which Modules are included in the service.
Order	An order for the Software (including Users and Modules), including self-service ordering within the Software.
Order Confirmation	A confirmation from Unlisted specifying the Software (including Users and Modules) and Fee for Customer's Order, and any additional terms and conditions that may apply to the Software Customer has ordered.
Fee	The fee the Customer owes Unlisted for the right to use the Software.
Subscription period	The period of time for which the Fee entitles the Customer to use the Software.
Customer data	Data belonging to the Customer (or the Customer's Users) and which is Processed by the Software, such as stock registers, shareholders, securities, agreements and other types of production data and documents.
Personal information*	Any information about an identified or identifiable natural person (the Data Subject).
The Data Subject*	A natural person whose personal data is processed by a Data Controller or Processor.
Special Categories of Personal Data* (Sensitive personal data)	All Personal Data related to: - Racial or ethnic origin - Political beliefs - Religious beliefs and other beliefs of a similar type - Membership in a trade union - Mental and physical health, including sexual relationships or orientation - Criminal convictions and offences - Genetic and biometric information
Data controller*	The entity that determines the purpose of the Processing of Personal Data and the means to be used.
Data Processor*	The entity that processes Personal Data on behalf of the Data Controller.
Data Processing or Processing*	Any operation that is performed on Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Security breach	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unlawful dissemination of, or access to, personal data transmitted, stored, or otherwise processed.
Personal data security breach*	
<i>* These terms shall have the same meaning and interpretation as in applicable data protection legislation, and are referred to here for practical reasons.</i>	
Data	Collective term for Customer Data, Personal Data, Sensitive Personal Data and Usage Data, as applicable in context.
Usage Data	Certain data obtained from and/or generated from the Software and its use, as set forth in Usage Data.
Use	Any action taken on or with the Software by Customer (including Users), including uploading, registering or submitting or generating Data.
Client	Clients are named end customers of the Customer. Clients can also be Customers of Unlisted, and vice versa.
ISV	Independent Software Vendor (ISV)
API	Application Programming Interface (API).
Unlisted API	API for the Software, provided by Unlisted for the purpose of integrating third-party applications and services.
API Credentials	Keys, tokens, or other credentials used to authenticate, access, and use an Unlisted API.
API Documentation	Documentation, data and information regarding the use of Unlisted APIs.
Integrated Application	Software application from others than Unlisted, integrated with the Software using Unlisted
Development environment	A software development and operating environment provided by Unlisted to test, develop and support Integrated Applications.
Third-party component	Software or Intellectual Property Rights (IPR) of a third party provided by Unlisted as part of or in connection with the Software.
Offer	Written offer sent from Unlisted to Customer with information about prices and Modules and number of Units the customer has requested an offer for.
Unit	Unlisted services are priced based on the number of Units the customer has. Units can be, but are not limited to: Employees, Users, stock-based compensation agreements, shareholders, and more.

1. GENERAL TERMS AND CONDITIONS

1.1 Order

1.1.1. The Customer has ordered Software from Unlisted through an Order.

1.1.2. These Terms of Use are standard terms governing the use of the Software. Please read these terms carefully. By placing an Order, by signing, clicking “I accept” or the like on any presentation of the Terms of Use, in the Software, online store, confirmation email or other order form, the Customer enters into a legally binding contract with Unlisted. Only individuals with the necessary authority for the Customer may do so. If you do not agree to the Terms of Use, or do not have the necessary authorization from your company to place an Order, you must not use the Software, place an Order, or accept or sign the Terms of Use, as it constitutes a binding legal agreement on behalf of your company. A legally binding agreement between your company and Unlisted will be entered into if and when Unlisted issues an Order Confirmation. A separate procedure applies to Trial Customers. Please see 2.3. When ordering Software, the Order Confirmation will amend the existing agreement to include the new Software.

1.1.3. The Terms of Use govern a wide range of services from Unlisted. The following information is displayed on the Order Confirmation/Quote, depending on which Software the Customer has ordered.

1. What Software, including Modules, the Customer has Ordered.
2. Fee for the Software Ordered.
3. Information on how the Customer can terminate subscriptions for individual Software, and the customer relationship with Unlisted.
4. Any additional terms and information that may apply, such as information on Software-specific status pages, or as agreed between the Parties pursuant to 1.1.4.

Items 1, 2 and 3 also appear on the invoice.

1.1.4. Unless otherwise specifically agreed in writing, the Terms of Use and the Order Confirmation (including any additional terms) constitute the entire agreement between the Customer and Unlisted regarding the Software. The purchase of other services from Unlisted, such as training, implementation or customization, is not covered by the Terms of Use.

1.1.5. Unlisted may amend the Terms of Use at its discretion in accordance with 1.3.1. The Terms of Use always include the date of the last update (see also 5. Changelog). Certain changes to the Terms of Use and/or the Software, which may be required by legal changes, may require the Customer to re-accept the Terms of Use. Such changes will be notified at least 30 days in advance, in accordance with 1.3.2. If the Customer does not accept changes to the Terms of Use, the Customer may terminate in accordance with 4.7.1 and request a pro-rata refund for Fees paid in advance for the period after the termination date for the relevant Software.

The latest version of the Terms of Use will be sent upon request.

1.2 Fees

1.2.1. Fees for the Software are according to Unlisted’s current price lists, as published online, in the Software or otherwise made available by Unlisted. (Some Software may be offered free of charge.)

- 1.2.2. Unless otherwise expressly stated in the price list or agreed to in writing, or otherwise provided in 1.1.5, 1.4.4, 1.4.5 or 4.5.1, all Fees are due in advance and are non-refundable. There are no refunds for unused transactions, Users, Software or remaining days in Subscription Periods, unless the availability of the Software is significantly limited or reduced for reasons solely attributable to Unlisted. In such cases, Unlisted may, at its discretion and as Customer's sole remedy, offer Customer a reasonable refund for Fees that have accrued during the period of reduced availability.
- 1.2.3. Charges are exclusive of all taxes and duties. Unless otherwise explicitly agreed, Unlisted will add any applicable value added tax to the invoice.
- 1.2.4. Unlisted reserves the right to change the Fee, including the fee model, with 3 months' notice in accordance with 1.3.1 no more than twice a year for any individual Software, with 1 months' notice where a subcontractor has increased the price to Unlisted, and to increase the prices annually to take account of general price and cost increases without notice. Annual price changes are effective from January 1st of each year, unless otherwise explicitly specified in the price list or agreed in writing.
- 1.2.5. In the event of any failure or late payment of the Fee by the Customer, Unlisted reserves the right to suspend the Customer's access to the Software or restrict the Customer's access to be read-only, cf. 4.7.2, and to charge interest up to the maximum rate permitted by law. Unpaid invoices will be sent to collection. If the situation is not resolved within a reasonable period of time, Unlisted reserves the right to terminate the Customer's right to use the Software, cf. 4.7.2.

1.3 Notifications

- 1.3.1. General notices and information about the Software, such as information about new features, price changes or scheduled maintenance, will be delivered within the Software, on the Software's websites, online communities, or by email.
- 1.3.2. Notices regarding the Customer's Software, including Order Confirmations, or other information of particular importance, e.g. related to security or privacy, will be sent to the Customer's primary email address.
- 1.3.3. The Customer is responsible for providing Unlisted with up-to-date contact information, including a primary email address, at all times.
- 1.3.4. All notices shall be deemed to have been delivered when sent or posted by Unlisted. All notices are effective immediately unless otherwise stated in the notice.

1.4 Software

- 1.4.1. Customer purchases a license to use the Software as it is made available online by Unlisted. By purchasing a license, Customer gains access to and the right to use the Software in accordance with these Terms of Use (see 2. Right of Use).
- 1.4.2. Unlisted will provide operational support free of charge, for example in connection with login or account problems, or errors in the Software. Additional support, such as user training, may be purchased separately from Unlisted.
- 1.4.3. The Software is provided "as is" as standard software. The Software is not contingent on or tied to any particular version or functionality at any particular time, or any publications, materials or comments provided by or on behalf of Unlisted. The Customer may access and use the Software online as provided at any time.

- 1.4.4. Unlisted reserves the right to make improvements, add, modify or remove functionality, or correct errors or omissions in any part of the Software at its sole discretion and without obligation or liability as a result. If such modification is deemed to permanently disable or remove functionality constituting a substantial portion of the Software, or for a period of more than two months, the Customer shall have the right to cancel the subscription for the affected Software and receive a prorated refund of Fees paid in advance for the affected Software.
- 1.4.5. Unlisted reserves the right to discontinue the Software or its availability in a particular market, upon 12 months' notice. The Customer shall be entitled to a pro rata refund of Fees paid in advance for the period following the date of termination of the affected Software, shall cease using the Software following the date of termination of the affected Software, and shall have no further claims against Unlisted.
- 1.4.6. Certain Software may be subject to additional terms or restrictions (such as limitations on storage space, number of transactions or files) or require registration on websites. This is specified in the Order Confirmation.

2. RIGHT OF USE

2.1 Customer

- 2.1.1. The Customer is granted a limited, non-exclusive, revocable and terminable right to access and use the Software, solely for Customer's internal business purposes and in accordance with the Terms of Use.
- 2.1.2. For clarification and without limiting the generality of the foregoing: "internal business purposes" means operations and activities solely related to the Customer's own business, such as its own capital raise and granting of stock options, and shall not under any circumstances be construed to mean that the Customer may act as a service provider, or the like, or use the Software in or for any entity in which the Customer owns or otherwise controls less than 50% without a separate agreement.
- 2.1.3. The right of use may not under any circumstances be transferred or assigned to any entity, in whole or in part (including, but not limited to, mergers and demergers, bankruptcy, change of ownership or control, or to affiliated parties) without the prior written consent of Unlisted in each case, which shall not be unreasonably withheld.
- 2.1.4. The Customer is solely responsible for all Use of the Software, including actions by Users and administration of Users, and access or integrations by third parties and Integrated Applications. The Customer is solely responsible for the content and legality of Customer Data, and shall not transmit or process any harmful code, data or the like (such as viruses) in or with the Software, or use the Software for any illegal, malicious or harmful purpose.
- 2.1.5. Users are managed by the Customer and are the Customer's responsibility. Users must have the necessary rights from the Customer to Use the Software. All User Accounts are for named individuals. For clarification: The Customer assigns User Accounts to third party individuals who perform actions on behalf of and for the benefit of the Customer, such as the Customer's service partner, project partner, consultant, and the like.

2.2 Client

- 2.2.1. Clients are named end customers of the Customer. The Software may only be used for the Client's internal business purposes. User accounts may be assigned to Clients in accordance with 2.2.5.
- 2.2.2. For clarification: The Customer may not use the Software in any entity in which the Customer owns or controls less than 50%, or create or assign Client Accounts without a separate agreement with Unlisted. "Internal Business Purposes" means operations and activities related solely to the Client's business, such as the issuance of option agreements, and shall not under any circumstances be construed to allow the Client to act as a service provider or the like.
- 2.2.3. The right of use, including for individual Clients, may not under any circumstances be transferred or assigned to any other entity, in whole or in part (including mergers and demergers, bankruptcy, change of ownership or control, or to affiliated parties) without the prior written consent of Unlisted in the individual case, which shall not be unreasonably withheld.
- 2.2.4. The Customer is solely responsible for its Use of the Software, including Use of Clients. The Customer is solely responsible for the content and legality of Customer Data (including Client Data), and shall not transmit or process any harmful code, data or the like (such as viruses) in or with the Software, or use the Software for any illegal, malicious or harmful purpose.
- 2.2.5. Users are managed by the Customer and are the Customer's responsibility. Users must have the necessary rights from the Customer or the Client to Use the Software. All User Accounts are for named individuals. For the avoidance of doubt: The Customer may assign User Accounts to Clients, third party individuals who perform actions on behalf of and for the benefit of Customer or Client, such as Customer's attorney, accountant, consultant, and the like.
- 2.2.6. The Customer may not act as or give the impression that it is a manufacturer, owner, service centre, reseller, Partner (unless also certified as such by Unlisted) or distributor of Unlisted, or make any warranty or representation on behalf of Unlisted or regarding the Software, except as expressly set forth herein.
- 2.2.7. The Customer shall indemnify Unlisted from all claims, costs, expenses resulting from claims, requests, etc. made by a Client directly against Unlisted.

2.3 Trial customer

- 2.3.1. Customer is granted a limited, non-exclusive, revocable and terminable right to access and Use the Software the Customer has registered for a trial account for, for a limited period of time, solely for the purpose of evaluating the suitability of the Software for the Customer's internal business purposes and in accordance with the Terms of Use.
- 2.3.2. The trial period starts from the moment the Customer accepts the Terms of Use. The duration of trial periods may vary from Software to Software and is stated in the agreement for the trial account.
- 2.3.3. Customer data processed in the Software during the trial period will be deleted from Unlisted systems at the end of the trial period, unless it is agreed in writing that the data can be

transferred to an ordinary customer account if the Customer chooses to purchase an ordinary right of use for the Software.

3. DATA PROCESSING AGREEMENT

Unlisted works diligently to ensure that the Software complies with applicable privacy laws and regulations.

3.1 Customer data

3.1.1. The Customer is the Data Controller for Customer Data, and agrees and/or warrants, as applicable, that:

- a) The Customer hereby instructs Unlisted to Process the Customer Data only on behalf of the Customer, and only for the purpose and to the extent necessary to deliver the Software in a secure and professional manner, in accordance with and to comply with the Terms of Use and applicable data protection law;
- b) Customer is the owner of or otherwise has the right to transfer Customer Data, **including personal data**, to the Software for processing, and that the Customer is responsible for the accuracy, integrity, content, reliability and legality of such Data, including the Use thereof;
- c) The data processing, where applicable, has been notified to the relevant supervisory authorities and/or to the Data Subject; and that the data processing does not constitute a breach of applicable legal provisions;
- d) It is the Customer's duty as Controller to notify, to the extent required by applicable law, the applicable supervisory authorities and/or the Data Subject of a Personal Data Breach (see 3.1.2 below for Unlisted's notification duty to the Customer);
- e) Unlisted has provided sufficient and satisfactory information regarding the security measures (see 3.4);
- f) The Customer shall document, *among other things*, the types and categories of Data Subjects and the categories of Personal Data Processed, in accordance with any requirements of applicable data protection laws. This applies in particular where the Software is used by the Customer in a way that Unlisted has no control over (for example, where the system is configured by the Customer), or where Unlisted does not have the necessary access or information (due to technical limitations, confidentiality obligations, etc.).

Please read the information carefully.

3.1.2. Unlisted is the Data Processor for Customer Data, and agrees to and/or warrants, as applicable:

- a) to Process Customer Data only in accordance with the Customer's instructions in 3.1.1 a) above;
- b) to comply with advice and directives from the relevant supervisory authorities;
- c) that Unlisted has implemented technical and organizational security measures to protect the Data against loss and unauthorized processing, ensure the confidentiality, integrity and availability of the Data, and that these measures constitute a level of security appropriate to the risk associated with the processing, taking into account available technology and the costs of implementation;
- d) that Unlisted shall inform the Customer without undue delay after becoming aware of a Personal Data Breach with a reasonable degree of certainty. (Temporary unavailability of Data

as a result of the Software not being available shall be published at all times in accordance with 1.3.1.)

e) that Unlisted shall, upon becoming aware of it, notify the Customer without undue delay of instructions or other Data Processing by the Customer that, in Unlisted's opinion, violates applicable law or other privacy provisions.

f) that Unlisted, within its obligations as Data Processor under applicable personal data law, shall assist the Customer in its role as Data Controller, by appropriate technical and organizational measures, to the extent possible and having regard to the nature of the Processing and the information available to Unlisted, including assisting the Customer in responding to requests in connection with the exercise of the Data Subject's rights, and by providing information necessary to demonstrate compliance with applicable personal data law. Unlisted reserves the right to invoice its standard rates for such assistance.

g) that when Unlisted's legal basis for processing Customer Data expires, for whatever reason, such as termination of the customer relationship, Unlisted shall return the Customer Data to the Customer, and delete it from its systems, unless legal provisions require continued storage of the data by Unlisted. Please see 4.7.3 and 4.7.4.

h) that Unlisted has no reason to believe that applicable legislation prevents Unlisted from fulfilling the instructions from the Customer;

i) that Unlisted shall promptly notify the Customer of any request for disclosure, access or disclosure of data received directly from public authorities, unless Unlisted is legally prevented from doing so. Unlisted will not respond to such requests unless authorized by the Customer. Unlisted will only disclose Customer Data to public authorities in connection with compliance with a legally binding order, such as a court order or search warrant;

j) that Unlisted will not publish any comment, statement or the like made by a Customer or User without prior approval.

3.2 Usage data

3.2.1. Usage Data is certain data generated by the use of the Software, which Unlisted may use to protect the Data and the Software, deliver, market, develop and maintain the Software and related products and services as specified below. Customer hereby grants Unlisted the right to use Usage Data owned by Customer as specified in this section 3.2.

Usage data is:

- *Technical information and traffic data*, such as operating system type, browser type, keyboard language and IP address;

- *Aggregated customer or user-generated data*, such as session duration, number of shareholders, password resets, and the like;

- *Non-aggregated customer or user-generated data*, such as context and content in support cases, chat boxes, security logs, and the like, and;

- *Limited production data*, such as images, files or databases from Customer Data in certain circumstances, and subject to strict security measures - please see 3.2.3.

Unlisted may also use relevant information from publicly or commercially available sources and combine such information with Usage Data, for example to be able to offer lookup functionality against business registers.

3.2.2. *Personal data*: If Usage Data contains Personal Data, such as an email or IP address, or information about the Customer, such as the customer's name or organization number, Unlisted is the Controller based on legitimate interest, and shall implement technical and organizational security measures to achieve a level of security appropriate to the risk of the processing:

Unlisted anonymizes such data using certain technical processes before processing it for the purposes specified below, so that the data no longer contains Personal Data and the Customer (or other entities, e.g. the Customer's customer) can no longer be identified.

If anonymization is not possible due to technical limitations, such that there is a significant risk of re-identification, or it is not feasible in view of the purposes of the processing as specified in 3.2.4, Unlisted shall implement additional, appropriate security measures. (Please see 3.2.3 for examples.)

Usage Data is not used for any purpose that would require consent from the Data Subject by law.

The Customer and/or the Data Subject have the right to comprehensive information about this data and how Unlisted processes it, including the right to object to such processing.

3.2.3. *Limited production data* is limited in each case in terms of scope, access and time, and subject to appropriate security measures.

Limited production data is used only for the following purposes, as defined in 3.2.4:

- Improving service and user experience
- Development and testing
- Statistics and research
- Security and related purposes

For example, Unlisted may use anonymized customer data to develop or improve automated functionality.

The Customer may opt out of the use of limited production data for these purposes by emailing support@unlisted.ai.

3.2.4. Unlisted processes Usage Data exclusively for the following purposes:

a) *Improving service and user experience* , for example by analyzing aggregated usage patterns, offering individual user preferences, or as outlined for limited production data above.

b) *General marketing and display of relevant information*, for example for complementary or value-added services, and not to market Software the Customer is already using, and to provide relevant market updates or information.

c) *Security and related purposes*, for example by analyzing session and login data (including in real time), event logs and the like to prevent, investigate and document security issues and incidents (such as Personal Data Breach, fraud and various types of hacking) and to improve the security of the Software.

d) *Statistics and research*, such as the number of periodic maintenance and work orders that pass through our systems, including the use of aggregated and anonymous statistics in general

marketing, and in connection with complementary Software or services, such as being able to display market statistics relevant to the Customer in the Software.

e) *Compliance*. Unlisted may use and analyze Usage Data to monitor compliance with the Terms of Use.

f) *Development and testing*, for example by analyzing aggregated usage patterns, providing data to develop new technologies (such as outlined for limited production data above), improving user experience, operational testing of new or updated services, or technical feasibility.

3.3 Subcontractors

3.3.1. Unlisted may use third-party subcontractors for the delivery and development of the Software, including the processing of Personal Data, and/or Usage Data. Unlisted will always enter into a data processing agreement with subcontractors to fulfill the obligations set out in this agreement.

3.3.2. If the subcontractors are located outside the EU, the Parties agree that Unlisted is authorized to provide a valid legal basis for the transfer of Personal Data outside the EU on behalf of the Customer using approved transfer mechanisms, such as EU standard contracts. The Customer authorizes Unlisted to use such a transfer mechanism on behalf of the Customer.

3.3.3. Unlisted will inform the Customer of planned changes to subcontractors in advance. The Customer may object to the use of a subcontractor on reasonable grounds, but especially where the Software is delivered as standardised online services, the Customer may not be able to reserve itself against the use of subcontractors. In such a case, the Customer may terminate the customer relationship in accordance with 4.7.1.

3.4 Security

3.4.1. Unlisted is committed to providing a high level of security in our Software, including with respect to personal data and privacy. Unlisted provides an appropriate level of security through organizational, technical and physical security measures designed to ensure the confidentiality, integrity, availability and resilience of the Software, and the Data processed in the Software.

4. SUPPORTING TERMS

4.1 Confidentiality

4.1.1. Each Party may exchange or obtain Confidential Information from the other Party in connection with this Agreement, in various forms or media, including, but not limited to, trade secrets and other information relating to the Software, products, software, technology, expertise, data, business plans and roadmaps, Customer Data, or other information that should reasonably be understood to be proprietary, confidential or competitively sensitive ("Confidential Information"). The Parties shall treat all Confidential Information with confidentiality and take reasonable steps, at least as protective as those taken to protect their own Confidential Information, but in no event less than reasonable care, to protect the other Party's Confidential Information, and not disclose it to any third party, unless specifically authorized by the other Party or required by law. All right and interest in and to Confidential Information are and shall remain the exclusive property of the disclosing Party.

- 4.1.2. Confidential Information does not include a) information that the recipient can demonstrate was in the recipient's possession or knowledge prior to the entry into these Terms of Use and that the recipient has lawfully acquired; b) is or becomes publicly available through no fault, act, omission or intervention of the recipient; c) is received by the recipient from a third party without a duty of confidentiality (express or implied); or d) is developed independently by the recipient without breach of this Agreement.
- 4.1.3. Except as otherwise provided in this Agreement, Unlisted will not sell, rent, lease or otherwise make Customer Data or Usage Data available to third parties except in the following or similar situations:
- to comply with applicable law, regulation or directive, or respond to a legally binding request from public authorities or the police, such as a court order or search warrant;
 - to investigate or prevent serious security threats or fraud;
 - in the event of a reorganization, merger, sale or purchase of Unlisted in whole or in part, Confidential Information may be disclosed as part of the reorganization or merger to actual or potential purchasers. Unlisted will in all such cases ensure that all such parties comply with the obligations set forth herein by using an appropriate confidentiality agreement.
- 4.1.4. Unlisted may disclose Confidential Information to Partners or subcontractors to the extent necessary to provide the Software and comply with its obligations under these Terms of Use.

4.2 Intellectual property rights

- 4.2.1. Unlisted (or Unlisted's licensors) is the sole owner of the Software and related intellectual property rights to or in the Software, including, but not limited to, source code, binary code, compilations of data, databases and designs, whether registered or not, all documentation, specifications and associated materials, and all intellectual property rights arising out of or in connection with Unlisted's processing of Usage Data. The Software and intellectual property rights are protected by copyright, trademark law and other laws and treaties. Trademarks, product names, company names or logos appearing in or in connection with the Software are the property of their respective owners.
- 4.2.2. When software or other intellectual property of a third party is provided by Unlisted as part of or in connection with the Software ("Third Party Components"), such software or intellectual property is subject to the Terms of Use unless separate terms are provided by Unlisted. If there is a conflict between the license terms of a Third-Party Component and the Terms of Use, the license terms of the Third-Party Component shall govern the Third-Party Component. If the Third-Party Component is open-source software, the Software shall not under any circumstances - other than the Third-Party Component - be deemed to be open source or publicly available software.
- 4.2.3. In the event of infringement or violation of intellectual property rights, Unlisted or Unlisted licensors may take all reasonable measures to protect their proprietary and commercial interests, including any powers conferred by law.
- 4.2.4. Customer (or Customer's Clients, as applicable) is the sole owner of the Customer Data, including any intellectual property associated with the Customer Data, and/or Integrated Applications.

4.3 Warranty

- 4.3.1. Unlisted will use commercially reasonable efforts to ensure that the Software functions substantially as described in the Software Documentation during the Subscription Period, provided that it is properly configured (including Customer's choice of browser) and updated to a supported version. Supported versions may vary from Software to Software, and are available from the Software Documentation. Customer and Unlisted agree that the Software and its delivery will not be completely error-free and that improvement of the Software is a continuous process.
- 4.3.2. Unlisted does not warrant that the Software will meet Customer's requirements, function properly with Customer's choice of equipment, systems or settings, setup, configuration, modifications, customizations, add-ons or integrations not performed or controlled by Unlisted, or if delivered over the Internet, will be uninterrupted. Unlisted is not responsible for the Internet, Internet service providers or for Customer's Internet connection.
- 4.3.3. If the Software does not perform in accordance with the limited warranty specified in this Section 4.3, Unlisted shall correct confirmed errors or defects in the Software at its own expense. "Confirmed Errors or Defects" means errors or defects that can be reproduced by Unlisted and/or confirmed through Unlisted support channels, and that occur during the Subscription Period. Unlisted may elect to replace the Software or functionality instead of performing a correction.
- 4.3.4. If the confirmed error or defect is of a material nature, meaning that the Customer's ability to use the Software is significantly reduced, and Unlisted does not remedy the confirmed error or defect or replace the Software within a reasonable period of time, cf. 4.3.3, the Customer may terminate the right to use the affected Software. In such case, the Customer shall be entitled to a pro rata refund of all Fees for the remaining Subscription Period for the affected Software, starting from the month following Unlisted's verification of the error or defect.
- 4.3.5. Except as expressly stated herein, the Customer shall not be entitled to raise any other or further claims against Unlisted.
- 4.3.6. Except as expressly set forth herein, neither Unlisted nor Unlisted's licensors or suppliers make any warranty, express or implied, including without limitation warranties of title, non-infringement, merchantability, fitness for a particular purpose, or system integration capability. No claims other than those specifically set forth herein may be made with respect to the Software, and Customer shall not base any claims on terms not expressly set forth in the Terms of Use.
- 4.3.7. Links to websites not owned or controlled by Unlisted, which appear in the Software or related websites or documentation, are provided for service and convenience purposes. Unlisted is not responsible for such websites.

4.4 Liability

- 4.4.1. Unlisted is not responsible for Customer Data, including its content, ownership and legitimacy, or for Use or other activities performed on Customer Data by the Customer or on behalf of the Customer, or otherwise outside Unlisted's control.
- 4.4.2. If Unlisted is held liable for the payment of compensation by a court-approved settlement or legal order cf. 4.8.2, to the Customer as a result of a breach of any of the obligations specified in the Terms of Use, such compensation shall not under any circumstances include compensation for indirect or consequential damages of any kind arising from or in connection

with such breach, including, but not limited to, loss of Customer Data, production, income or profits or third-party claims or government sanctions, even if Unlisted is informed of the possibility of such damages. Unlisted's liability under the Terms of Use is limited to direct damages, unless otherwise provided for by mandatory provisions of law, such as damages caused by gross negligence or intent.

- 4.4.3. Total accumulated liability (including any refunds and compensation for direct losses and costs) during the Subscription Period for the Software shall not exceed in total an amount equivalent to 3 months of Fees for the affected Software.
- 4.4.4. Neither Unlisted nor the Customer shall be liable for any delay or failure to perform arising from or in connection with force majeure, including earthquakes, riots, labor disputes, operations and legislation relating to the Internet, and other events that are similarly beyond the control of Unlisted or the Customer. If legislation, directives or regulations applicable to the Software or its delivery are changed, or new legislation or regulations are adopted after the Software has been made available on the market, which prevents Unlisted from fulfilling the Customer's instructions or its obligations under the Terms of Use, and/or which requires the suspension of the Software, in whole or in part, for a limited period of time or for an indefinite period, this shall be deemed to be force majeure.
- 4.4.5. While Unlisted will exercise care in ensuring the secure transmission of information between the Customer and the Services, the Customer acknowledges that the Internet is an open system and that Unlisted cannot and does not guarantee that third parties cannot or will not intercept or modify Data. Unlisted assumes no liability for such misuse, disclosure or loss of Data.
- 4.4.6. The Customer is solely responsible for the proper use of legal templates generated through or uploaded to the Software, including but not limited to option agreements, board documents, and shareholder agreements. The Customer is further responsible for the quality of the data entered into the system, including the accuracy and completeness of the cap table and calculations related to fully diluted ownership. Unlisted disclaims any and all liability for losses or consequences arising from errors or deficiencies in such data or documents.

4.5 Indemnification

- 4.5.1. Unlisted shall defend the Customer against any claim or litigation in which a third party alleges that the Customer's use of the Software in accordance with the Terms of Use infringes or infringes the third party's patent, copyright or other intellectual property right. The Customer shall promptly notify Unlisted of any such claim. Unlisted shall indemnify the Customer for all damages awarded to the third party for infringement under a court-approved settlement or judicial order, including attorneys' fees, provided that the Customer cooperates with Unlisted at Unlisted's expense, and grants Unlisted full control of the legal process and settlement. Unlisted may, in its sole discretion and assessment (i) modify the Software so that it no longer conflicts, (ii) replace the Software with functionally equivalent Software, (iii) obtain a license for the Customer's continued use of the Software or (iv) terminate the Customer's right to use the Software for a refund of Fees paid in advance for Subscription Periods that extend beyond the termination date. The customer cannot make any other claims as a result of infringement of a third party's right.

- 4.5.2. The foregoing indemnity shall not apply if the Software has been used in breach of or in violation of the Terms of Use, including if the claim arises from use, modification, integration or adaptation of the Software not performed by Unlisted.
- 4.5.3. The Customer shall defend Unlisted against any claim or litigation in which a third party alleges that the Customer's Data, or use of the Software in breach of the Terms of Use, infringes or infringes the third party's patent, copyright or other intellectual property right, or violates applicable law. Unlisted shall promptly notify the Customer of any such claim. The Customer shall indemnify Unlisted for any damages awarded to the third party for infringement under a court-approved settlement or judicial order, including attorneys' fees, provided that Unlisted cooperates with the Customer at the Customer's expense, and gives the Customer full control over the legal process and settlement. The Customer shall also indemnify Unlisted from any claims, fines, sanctions, etc., resulting from The Customer's breach of the Customer's obligations with respect to the processing of Personal Data.

4.6 Renewal

- 4.6.1. Unless otherwise agreed in the Order Confirmation, the Subscription Period is automatically renewed upon expiry, for a new period of the same duration as the preceding Subscription Period.
- 4.6.2. Automatic renewal pursuant to 4.6.1 shall not take place if the Customer terminates the customer relationship or individual Software (including Users and Modules) in accordance with 4.7.1, no later than 1 month prior to the expiry of the current Subscription Period. Termination received later than this shall take effect from the expiry of the subsequent Subscription Period, except where the Customer exercises a right of termination under 1.1.5, 1.4.4, 1.4.5 or 4.5.1
- 4.6.3. The Fee for the renewed Subscription Period shall be the then-current Fee for the Software, cf. 1.2, including the notice requirements in 1.2.4, unless otherwise stated in the Order Confirmation.

4.7 Termination

- 4.7.1. *Termination by the Customer:* Subject to 4.6.2, the Customer may terminate the customer relationship or individual Software (including Users and Modules) without giving any reason and at any time with 1 months' notice or in accordance with the terms specified in the Order Confirmation. Terms may vary from Software to Software.
- 4.7.2. *Termination by Unlisted:* If Unlisted confirms or reasonably suspects that Customer has or will breach its obligations under the Terms of Use, or Customer becomes bankrupt or insolvent, Unlisted may suspend Customer's access to the Software or restrict Customer's access to read-only access, until the matter is resolved. Unlisted shall provide 30 days' prior notice of any suspension or restriction of access and allow the Customer a reasonable time to respond before access is suspended or restricted. If the situation is not resolved within a reasonable time, Unlisted reserves the right to terminate the Customer's right to use the Software, thereby terminating the customer relationship. Unlisted may, in its sole discretion, terminate the Customer's right to use the Software with immediate effect if the Customer materially breaches the Terms of Use or breaches 2.3, thereby terminating the customer relationship.

4.7.3. *Deletion of Data:* Upon termination of the customer relationship, or where Unlisted's legal basis for processing the Data expires, for whatever reason, Unlisted shall delete the Customer Data from its systems, unless mandatory legal provisions require Unlisted to continue to store the Data. In such case, Unlisted shall continue to ensure the security of the Data as set out in the Terms of Use. The time taken to delete data may vary from Software to Software. Once the Customer Data has been deleted, Unlisted shall have no further obligations to the Customer regarding the Customer Data.

4.7.4. *Data Return:* The Customer may request that Customer Data be returned no later than 30 days after termination. If more than 30 days have passed, the data may have been irrevocably deleted. Unlisted shall return Customer Data in a format, time and delivery method as determined by Unlisted. The format, time and method of data return may vary from Software to Software: Please contact Unlisted well in advance of termination to schedule and execute data return. Unlisted reserves the right to charge its standard rates for data return. Certain Software may have functionality for the Customer to export Customer Data themselves.

4.8 Jurisdiction and dispute resolution

4.8.1. If a dispute arises out of or in connection with the Terms of Use or the use of the Software, the Parties shall attempt to resolve the dispute through amicable negotiations. If the dispute cannot be resolved in the aforementioned manner, it shall be referred to the ordinary courts where Unlisted has its registered business address.

4.8.2. The parties agree that they shall not bring any claims arising out of or in connection with the Terms of Use more than one year after termination.

5. CHANGELOG

- 17.08.2023: No changes. This is the first version, released.
- 07.10.2023: Updated the table of contents.
- 20.11.2023: Minor adjustments to headlines, and updated notice period from 3 to 1 month.
- 28.04.2025: English translation, minor adjustments to chapter numbering.
- 04.06.2025: Minor adjustments to content. Added chapter 4.4.6.
- 19.08.2026: Added a new clause 4.6 to clarify terms related to automatic subscription renewal. Renumbering of former 4.6 and 4.7 to 4.7 and 4.8.