(For terms applicable to U.S. customers, please scroll down to page 27)

General Terms and Conditions

of miraminds GmbH | *c/o Digital Hub Logistics GmbH* |
Am Sandtorkai 32* | *20457 Hamburg* | *Germany

I. Scope of application, contract language

(1) These General Terms and Conditions ("**GTC**") apply to the use of the website www.getflowshare.com ("**Website**" or "**Online Shop**") and to all contracts concluded via the Online Shop as well as to all contracts concluded by other means for the use of software against payment between miraminds GmbH, c/o Digital Hub Logistics GmbH, Am Sandtorkai 32, 20457 Hamburg, Germany, Phone +49 40 22858147, E-mail: info@getflowshare.com, registered in the commercial register of the district court of Hamburg under HRB 142236, represented by Dr. Oliver Fluck, Sofia Gertzen, Louis Maywald, VAT identification no.: DE 307857089 ("**miraminds**") and you as the customer ("**Customer**") exclusively, regardless of whether you are a consumer, trader or merchant.

(2) Deviating terms and conditions of a Customer will not be recognized unless miraminds expressly agrees to their validity in writing.

(3) The language available for the conclusion of the contract in the Online Shop is either German or English, depending on the language selection made by the Customer in the Online Shop and therefore on whether the Customer places the order via the German-language or English-language page of the Online Shop. If the Customer places the order via the German-language Website, the language available is exclusively German and the German version of these GTC shall prevail. If the order is placed via the English-language Website, the language available is exclusively English and the English version of these GTC shall prevail. If the English-language version of these GTC contains a German-language parenthesis addition, this (and not the corresponding English-language term) shall be authoritative. Otherwise, translations into the respective other language or individual text modules in the respective other language serve only to inform the Customer. In the event of any contradictions between the text of the language selection made by the Customer and the translation, the text of the language selection made shall prevail.

II. Applicable law, mandatory consumer protection regulations

(1) The law of the Federal Republic of Germany shall apply excluding the UN Convention on Contracts for the International Sale of Goods (CISG) if

(a) the Customer has his habitual residence in Germany, or

(b) his habitual residence is situated in a state which is not a member of the European Union.

(2) In the event that the Customer has his habitual residence in a member state of the European Union, German law shall also apply, whereby mandatory provisions of the state in which the Customer has his habitual residence shall remain unaffected.

III. Subject matter of the contract, services of miraminds

(1) The subject matter of the Agreement is the granting of the use of the version of the Flowshare Portal, against payment and limited in time to the term of the Agreement, provided via the Internet as a software-as-a-service ("**SaaS**") application, including the underlying cloud storage space for all data (in particular instructions and/or flows, hereinafter "**Flow**") generated by Customer with FlowShare (SaaS application and underlying cloud storage together "**Portal**"), as well as the part of the software intended for local installation on a Customer's end device ("**Locally Installed Software**"; Portal and Locally Installed Software hereinafter collectively "**Software**") by Customer.

(2) miraminds provides the Customer with updates for the Locally Installed Software for download and thereby grants the Customer the use of the most current version of the Locally Installed Software for the agreed number of authorized users. The Portal, on the other hand, as a SaaS application, is always automatically available to the Customer in the most current version.

(3) If Software to be installed locally is provided by way of download, the Customer will receive a download link as well as a license key as an activation key (hereinafter "**License Key**") to the e-mail address provided by the Customer after miraminds has accepted the order in accordance with section V. The License Key will be sent to the Customer by e-mail. After the download has been completed, the Customer can activate the Locally Installed Software for use with the delivered license key.

(4) miraminds guarantees the functionality and availability of the Software for the duration of the contractual relationship and will maintain it in a condition suitable for use in accordance with the contract. The functional scope of the Software and the conditions of use are set out in the descriptions on the Website at https://getflowshare.com/service-description/

(5) miraminds will send the Customer the license key for a user in electronic form immediately after the conclusion of the contract. A license key can be activated multiple times, depending on the booked Software package.

(6) Furthermore, miraminds will provide the Customer with user documentation in electronic form after the conclusion of the contract. The user documentation can also be viewed at any time during the use of the Software at https://support.getflowshare.com and can be downloaded in a common format.

(7) miraminds may update and further develop the Software at any time and adapt it in particular due to a changed legal situation, technical developments or for the improvement of IT security. miraminds will take the legitimate interests of the Customer into account appropriately and inform the Customer in due time about necessary updates. In the event of a significant impairment of the Customer's legitimate interests, the Customer has a special right of termination.

(8) miraminds does not owe any customization to the Customer's individual needs or IT environment, unless the parties have agreed otherwise.

(9) miraminds will regularly carry out maintenance on the Software and inform the Customer of this in good time. Maintenance will be carried out regularly outside the Customer's normal business hours, unless maintenance must be carried out at a different time due to compelling reasons.

(10) miraminds provides the Customer with storage space on its servers for the storage of data and for the purpose of using the Software. The respective amount of storage space and the number of flows that can be stored on the storage space via the portal is set out in the respective service description. miraminds will ensure that the data can be retrieved within the scope of the use of the Software. The Customer can expand or reduce the storage space volume as needed according to the conditions stated in the service description or on the Website.

(11) miraminds will take state of the art measures to protect the data. However, miraminds has no custodial or safekeeping obligations with respect to the data. The Customer is responsible for sufficient backup of the data.

(12) The Customer remains the owner of the data stored on the servers of miraminds and can demand it out or delete it at any time.

(13) During the free trial period, not all features of the Software may be available, but only those features that are specified by miraminds on the Website for the trial period.

IV. Free trial, technical steps up to the conclusion of the contract in the Online Shop and correction of input errors, storage of the contract text, notifications of the Customer.

(1) To use the Software, a Customer must select the desired service, in particular the desired Software package, on the Website and initially register for a free trial via the "Try for free" button. The Customer creates an account with an email, name, and password. Once the email is verified and the Customer is logged in, they can download the application from the dashboard under the 'FlowShare Download' section by clicking the 'Download' button. This leads to a page where the installation file download can be initiated. Alternatively, the Customer can first download the application via the Website and then create an account. Once FlowShare is installed, the Customer logs in with the account (email and password) created earlier to start the free trial. The free trial alone does not constitute any obligation to use the Software offered by miraminds for a fee following the trial period. A Customer registered for the free trial will receive onboarding emails that assist in the use of the Software and explain the product and use cases.

(2) Further information on the processing of a Customer's data can be found in the privacy policy on miraminds' Website at https://getflowshare.com/privacy-policy/

(3) Within the scope of the paid order of the Software for use beyond the free trial period, the Customer shall select the desired service, in particular the desired Software package, in the Online Shop. By clicking on the respective "Continue" button, he will get to an overview page on which a Customer can select the billing address and payment method, check his details and correct and change input errors (e.g. regarding the desired number of items). If a Customer wants to cancel the ordering process completely, he can also simply close the browser window. Otherwise, after clicking the button "Subscribe" his declaration becomes binding within the meaning of section V, paragraph 3 of these GTC.

(4) The contractual provisions with details of the ordered goods and/or services including these GTC and the cancellation policy will be sent to the Customer by e-mail upon acceptance of the contractual offer or together with the notification thereof. The contractual provisions will not be stored by miraminds.

(5) If the Customer’s personal details (in particular his billing address, etc.) change, he must inform miraminds of this by e-mail to support@getflowshare.com

V. Offer, order in the Online Shop, conclusion of contract

(1) All offers made by miraminds as well as the information contained on the Websites are subject to change without notice and are non-binding, unless they are expressly marked as binding or contain a specific acceptance period.

(2) The presentation and advertising of Software or other products on the Website does not constitute a binding offer to conclude a contract, but an invitation to place an order (invitatio ad offerendum).

(3) An order placed by the Customer via the Online Shop by clicking the “Subscribe” button in the last step of the order process constitutes a binding offer to miraminds to conclude a contract, in particular to use the Software displayed in the order overview. Immediately after placing his order in the Online Shop, the Customer will receive a confirmation of receipt of the order. This order confirmation does not constitute an acceptance of the Customer’s offer to enter into a contract, but is intended solely to inform the Customer that his order has been received by miraminds, unless, in addition to confirming receipt, also acceptance is declared in the order confirmation. Unless otherwise stated in the order, miraminds is entitled to review the Customer’s contractual offer and, as a rule, either accept or reject it within 2 weeks after receipt by miraminds (information to the Customer about cancellation of the order). The Customer is bound to his contract offer during this examination; his right to withdraw his order, which may exist according to ection III, remains unaffected. The contract is concluded when miraminds accepts the order with a separate order confirmation and/or by sending an invoice and a license key for the ordered Software.

(4) If and to the extent that an order is not placed via the Online Shop and miraminds submits a concrete offer to the Customer in text form (e.g. as a PDF), the sending of the offer signed by the Customer by hand or by means of a simple electronic signature (e.g. Skribble, DocuSign) or any other order submitted to miraminds (e.g. in an e-mail) constitutes a binding offer to miraminds to conclude a contract, whereby the telecommunicative transmission, esp. by e-mail, is sufficient. In deviation from the above sentence, the Customer miraminds is entitled to review the Customer's offer to enter into a contract and, as a rule, either accept or reject it within 2 weeks of receipt by miraminds (information to the Customer about cancellation of the order, e.g. by e-mail). The Customer is bound to his contract offer during this examination; his right to withdraw his order, which may exist according to section III, remains unaffected. The contract is concluded when miraminds accepts the order with a separate order confirmation and/or by sending an invoice and a license key for the ordered Software.

(5) If the delivery of the Software ordered by the Customer is not possible (e.g. due to technical circumstances at the Customer's site, which have not become known despite a successful Software test), miraminds will refrain from a declaration of acceptance. In this case, a contract is not concluded.

(6) If miraminds refuses to accept the contract and informs the Customer about the cancellation of the order, miraminds will immediately refund any consideration already received.

(7) Information provided by miraminds regarding the Software is only approximately authoritative, unless the usability for the contractually intended purpose requires an exact match. They are not guaranteed characteristics, but descriptions of the Software. Customary deviations and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of functionalities by equivalent or better ones are permitted, as long as they do not impair the usability for the contractually intended purpose. Also, miraminds has no influence on how texts and images are displayed in the respective browser on the end device of a Customer.

VI. Right of withdrawal

(1) If the Customer is a consumer in the sense of § 13 BGB (German Civil Code), he is entitled to a statutory right of withdrawal when concluding a distance contract, which miraminds informs about in the following according to the legal model. Paragraph 2 contains a model withdrawal form. A consumer is any natural person who enters into a legal transaction for purposes that predominantly are outside the consumer's trade, business or profession.

Instructions on withdrawal

Right of withdrawal

You have the right to cancel this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the date of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us (miraminds GmbH, c/o Digital Hub Logistics GmbH, Am Sandtorkai 32, 20457 Hamburg, Germany, phone: +49 40 22858147, e-mail: support@getflowshare.com**) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an e-mail). You may use the attached model withdrawal form for this purpose, but it is not obligatory.**

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the

supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event no later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

(2) According to the legal regulation, miraminds informs about the model withdrawal form as follows:

Model withdrawal form

Complete and return this form only if you wish to withdraw from the contract.

- **To [here the trader's name, geographical address and e-mail address of the company are to be inserted by the trader]:**

- **I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*) / for the provision of the following service (*)**

- **ordered on: [insert date here];**

- **Name of consumer(s);**

- **Address of the consumer(s);**

- **Signature of consumer(s) (only if this form is notified on paper);**

Date

(*) Delete as applicable

VII. Rights of use

(1) miraminds is the owner of the copyright and all other intellectual property rights in the Software advertised on the Website and reserves all rights in the Software unless expressly granted to you by contract.

(2) Upon conclusion of the contract, miraminds grants the Customer the simple, non-sublicensable and non-transferable right to use the Software for a limited period of

time for the duration of the contract ("**License**"). The License entitles the Customer to install the respective current version of the Software and to use it for its intended purpose, including the associated cloud resources of miraminds in the portal by means of access via browser and Locally Installed Software.

(3) If the Customer uses the Software within the scope of a free trial phase, the right of use acquired with it is limited to 7 days and ends with its expiration.

(4) The Customer is prohibited from reproducing, renting or leasing acquired Software beyond the intended use, from translating, editing or otherwise redesigning the Software, from further licensing the Software, from publicly reproducing it or from making it publicly accessible. Furthermore, the Customer is prohibited from decompiling or reverse engineering the Software, unless the Customer is entitled to do so under mandatory copyright law.

(5) The rights to the source code belong exclusively to miraminds. The Customer has no claim to the surrender of the source code, § 69e UrhG (German Act on Copyright and Related Rights (*Urheberrechtsgesetz*, the "**UrhG**") remains unaffected.

VIII. Duties of the Customer

(1) The Customer is obliged to store the Software in such a way that unauthorized access or unauthorized copying is prevented.

(2) The Customer shall protect the access data transmitted to it against access by third parties and keep it safe in accordance with the state of the art. The Customer will ensure that the access data is only used within the contractually agreed scope. Any unauthorized access must be reported to miraminds immediately.

(3) The Customer is obligated not to store any data on the storage space provided, the use of which violates applicable law, official orders, third-party rights or agreements with third parties.

(4) The Customer is prohibited from circumventing technical measures to protect the Software.

(5) The Customer is responsible for regularly making appropriate data backups.

(6) The Customer is responsible for ensuring that his e-mail address is valid and he is obliged to inform miraminds by e-mail to support@getflowshare.com during the contract period should his e-mail address change.

(7) The Customer must notify miraminds of any defects in the Software without delay.

(8) The Customer shall comply with all other obligations to cooperate that may be contained in service descriptions.

IX. Prices and setup fees

(1) All prices on the Website or in the Online Shop are net prices excluding VAT.

(2) Insofar as setup fees (e.g. setup and installation fees) are incurred, these are indicated in the ordering process before the Customer submits its contractual offer in accordance with section V. (3).

X. Payment terms, set-off and right of retention

(1) Depending on the subscription and/or contractual agreement, the Customer shall pay the agreed monthly or annual fee for the use of the Software.

(2) Invoices are issued on a monthly basis. The invoice is due for payment within 14 working days.

(3) The Customer may pay the agreed fee (and setup fees, if any) at its option by means of one of the payment methods indicated on the Website and selected by the Customer.

(4) The Customer is not entitled to offset against usage fees and other claims of miraminds, unless his counterclaims are legally established or undisputed.

XI. Warranty

(1) miraminds warrants during the statutory warranty period that the functionality of the Software or other products of miraminds will substantially conform with the specification.

(2) miraminds does not warrant that purchased Software will meet the Customer's requirements and further does not warrant any particular technical specifications, interfaces or other requirements or the suitability of the Software for any particular purpose, unless otherwise specified in the description of the Software. Specifications of the Software do not constitute a warranty unless they are expressly designated as such.

(3) In the event of a defect, miraminds will, at its own discretion, remedy the defect by correcting the error, procuring a replacement, providing updates or releasing a new version of the Software. If the rectification of the defect is not successful within a reasonable period of time, the Customer is entitled to reduce the usage fee (reduction). If the defect is significant, the Customer is also entitled to rescind from the contract.

(4) The Customer is not entitled to any warranty claims for the products of miraminds if

- the Software has not been used for its intended purpose or has been misused, or
- the Software has been modified or altered without miraminds' prior consent, or
- errors are due to the fact that the Software is used with programs, operating systems and their settings or a hardware environment that is not compatible with the Software.

(5) The warranty for only insignificant reductions in the suitability of the performance is excluded. The strict liability according to § 536a para. 1 BGB for defects that already existed at the time of conclusion of the contract is excluded.

(6) Insofar as the Customer is entitled to claims for damages or claims for reimbursement of futile expenses on the basis of warranty, these claims shall be subject to the limitations of liability pursuant to section XII below.

XII. Liability

(1) miraminds shall be liable without limitation in cases of intent, gross negligence and culpable injury to life, body or health.

(2) Without prejudice to the cases of unlimited liability according to section XII. (1), miraminds is liable for negligent breach of obligations only in the event of breach of a material contractual obligation, which are obligations whose fulfillment is essential to enable the ordinary implementation of the contract, whose breach jeopardizes the achievement of the purpose of the contract and whose fulfillment the Customer may regularly rely on (so-called cardinal obligation), limited to compensation for the foreseeable and typical contractual damage and per damage event to a maximum of the net remuneration paid in the last 12 months or EUR 10,000, whichever is higher. In all other cases, in particular indirect damage, liability is excluded.

(3) The Customer undertakes to inform miraminds if and to the extent that a loss of stored data may lead to a damage sum of more than EUR 10.000,00. In this case, the parties can agree on a higher liability sum by means of a supplementary agreement.

miraminds can require the Customer to bear the additional costs for a correspondingly higher insurance cover.

(4) The above limitations of liability do not apply to the extent that miraminds has fraudulently concealed the defect or has assumed a guarantee for the quality as well as for liability under the Product Liability Act.

XIII. Defects of title, indemnification

(1) miraminds warrants that the Software does not infringe any third party rights. Upon first request, miraminds will indemnify the Customer against all third party claims for infringement of intellectual property rights for which miraminds is responsible in connection with the contractual use of the Software. The Customer will immediately inform miraminds of any claims made by third parties against the Customer as a result of the contractual use of the Software and will grant miraminds all necessary powers of attorney and authority to defend the claims.

(2) The Customer warrants that the content and data stored on the servers of miraminds, as well as its use and provision by miraminds, do not violate applicable law, official orders, third party rights or agreements with third parties. The Customer will indemnify miraminds upon first request against claims made by third parties based on a violation of this clause.

XIV. Contract term and termination

(1) The contract shall be concluded for an indefinite period of time and shall commence at the time of receipt of the order confirmation and/or by transmission of an invoice as well as a license key for the ordered Software pursuant to section V. (3) or section V. (4).

(2) The minimum terms, the contract extension period as well as the notice periods are determined by the services specifically booked by the Customer in the individual case. In this respect, the following shall be deemed agreed:

(a) A minimum term of 24 months is agreed for the service "FlowShare Professional Concurrent Licensing - hosted license server" booked by Customer. The contract will be automatically renewed by another 12 months at a time, unless it is terminated with a notice period of 1 month to the end of the minimum term or the relevant end of the contract term due to an automatic contract renewal.

(b) For "annual FlowShare Express and Professional subscriptions" booked by Customer, a minimum term of 12 months is agreed upon. The contract will be automatically renewed by another 12 months at a time, unless it is terminated with a notice period of 1 month to the end of the minimum term or at the end of the contract term due to an automatic contract renewal.

(c) For "monthly FlowShare Express and Professional subscriptions" booked by Customer, a minimum term of 1 month is agreed upon. The contract will be automatically renewed by another one (1) additional month, unless it is terminated with 7 days notice at the end of the minimum term or to the end of the minimum term due to an automatic contract renewal.

(3) Notwithstanding paragraphs 1 and 2 above, in the event of a free trial period, the contract shall end automatically after 7 days without the need for further notice of termination.

(4) The right to terminate without notice for good cause remains unaffected. Good cause exists for miraminds in particular if the Customer

- is in default, on two successive dates, in payment of the monthly fee for the Software or a of a portion of the monthly fee that is not insignificant; or
- over a period of time spanning more than two dates is in default of payment of the monthly fee in an amount that is as much as the amount of monthly fees for two months; or
- culpably breaches an essential contractual obligation and the Customer fails to remedy the situation within a reasonable period of time despite a warning; or
- violates legal prohibitions, in particular the violation of copyright, competition, name or data protection regulations, provided that this violation impairs essential rights or interests von miraminds in a more than insignificant manner.

(5) Notice of termination must be given at least in text form and must be sent by e-mail to support@getflowshare.com. It can also be made via a termination function provided for this purpose in the portal.

(6) At the end of the contract, miraminds will deactivate the license key so that the Customer can no longer use the Software. miraminds will also unrecoverably delete all Customer data remaining on its servers at the end of the contract.

XV. Privacy

(1) The parties shall comply with the applicable data protection provisions applicable to them in each case.

(2) If and to the extent that miraminds has access to the Customer's personal data in the course of providing the service, the data processing agreement attached as **Annex 1** to this contract shall be deemed agreed between the parties in accordance with Art. 28 of the General Data Protection Regulation (GDPR). In such a case, miraminds will process the relevant personal data solely in accordance with the provisions set out therein and in accordance with the Customer's instructions.

XVI. Confidentiality

miraminds undertakes not to disclose to third parties, pass on or otherwise use any confidential information (including business secrets) that miraminds learns in connection with this Agreement and its performance. Confidential information is information that is marked as confidential or whose confidentiality is evident from the circumstances, regardless of whether it has been communicated in written, electronic, embodied or oral form. The confidentiality obligation does not apply if miraminds is obliged to disclose the confidential information by law or by virtue of a valid or legally binding decision of an authority or court. miraminds undertakes to agree with all employees and subcontractors on a provision with the same content as this paragraph.

XVII. Final provisions, place of jurisdiction, online dispute resolution and alternative dispute resolution, severability clause

(1) If the Customer is a consumer and as far as he had his home or habitual residence in Germany at the time of the conclusion of the contract and has either moved out of Germany at the time of the filing of an action by miraminds or his domicile or habitual residence is unknown at that time, the place of jurisdiction for all disputes is the registered office of miraminds in Hamburg.

(2) If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Customer and miraminds is the registered office of miraminds in Hamburg.

(3) The European Commission provides a platform for online dispute resolution (OS) at http://ec.europa.eu/consumers/odr/. The e-mail address of miraminds is: support@getflowshare.com

(4) miraminds is not obligated or willing to participate in a dispute resolution procedure according to the German Consumer Dispute Resolution Act (VSBG).

(5) Should one or more provisions of these GTC be invalid or contain a gap that needs to be filled, this shall not affect the validity of the remaining provisions. In place of the invalid provision and in order to fill a loophole, those legally effective provisions shall be deemed to have been agreed which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTC if they had known of the loophole.

Data Processing Agreement according to Art. 28 General Data Protection Regulation (GDPR)

between the Customer ("Controller") and
miraminds GmbH | *c/o Digital Hub Logistics GmbH* |
***Am Sandtorkai 32* | *20457 Hamburg* | *Germany* ("Processor")**

I. Subject and duration of the contract

(1) The subject matter of this Data Processing Agreement pursuant to Art. 28 GDPR (hereinafter "**Data Processing**" or "**DPA**") shall be the provision of IT systems and services for the Software-as-a-Service-related services in the portal of FlowShare (hereinafter in this DPA "**SaaS Environment"**) by the Processor on behalf of the Controller to the extent agreed between the Parties in the Principal Agreement on FlowShare Services (hereinafter "**Principal Agreement**"). In the course of the provision of services by the Processor on the basis of the Principal Agreement as provider of a SaaS environment, access to personal data of the Customer cannot be excluded.

(2) The duration of this DPA (term) shall be based on the term of the Principal Agreement. The DPA shall end when the Customer no longer uses any IT services of the Processor.

II. Concretization of the content of the contract

(1) Scope, type and purpose of the intended collection, processing or use of data

The scope, type and purpose of the Processor's ability to access Controller's data result from the IT services agreed in the Principal Agreement. Insofar, access is possible in particular:

- in the case of the provisioning of IT systems (such as servers, storage) and Flowshare applications operated there,
- in the case of technical administration of IT systems, and
- in case of other support activities and support services.

For the purpose of performing the contract, Processor's access to the data listed in the following paragraph 2 cannot be excluded.

(2) Type of data

The categories of data of customers, suppliers, business partners and employees of the Controller affected by the commissioning activity are as follows:

- master and address data,
- contact details,
- employee data,
- contract data,
- log data,
- traffic data,
- communication data (e.g. e-mail),
- IP address data.

(3) Circle of data subjects

The data subjects affected by the handling of their data in the course of this DPA include:

- customers and potential customers of the Controller,
- suppliers/service providers and business partners of the Controller,
- employees, trainees.

III. Technical-organizational measures

(1) The Processor shall take all necessary technical and organizational measures in its area of responsibility in accordance with Art. 32 GDPR to protect personal data. The measures selected by the Processor in this respect are documented in **Appendix 1** "Technical and organizational measures" and are part of this DPA.

(2) The agreed technical and organizational measures are subject to technical progress and further development. In this respect, the Processor shall be permitted to implement alternative adequate measures in the future. Thereby, the security level of the specified measures may not be undercut. Significant changes shall be documented.

IV. Rights of data subjects

(1) The Processor shall support the Controller within its area of responsibility and as far as possible by means of suitable technical and organizational measures in responding to and implementing requests from data subjects regarding their data protection rights. The Processor may not disclose, port, correct, delete or restrict the processing of data processed under the contract on its own authority, but only in accordance with documented instructions from the Controller. Insofar as a data subject contacts the Processor directly in this regard, the Processor shall forward this request to the Controller without delay.

(2) To the extent covered by the scope of services, the rights to information, correction, restriction of processing, deletion and data portability shall be ensured directly by the Processor in accordance with the Controller's documented instructions.

V. Obligations of the Processor

The Processor shall, in addition to compliance with the provisions of this DPA, comply with further statutory obligations under the GDPR and in this respect shall in particular ensure compliance with the following obligations:

- Written appointment of a data protection officer who can exercise his activity in accordance with Artt. 37, 38 GDPR, if the Processor usually employs 20 persons permanently with the automated processing of personal data. His contact details shall be disclosed to Controller upon request, for the purpose of direct contact.
- Maintaining confidentiality in accordance with Art. 28 (3) sentence 2 lit. b, 29, 32 (4) GDPR. When carrying out the work, the Processor shall only use employees who have been obligated to maintain confidentiality and who have previously been familiarized with the data protection provisions relevant to them. The Processor and any person subordinate to the Processor who legitimately has access to personal data may process this data exclusively in accordance with the Controller's instructions, including the powers granted in this DPA, unless they are legally obligated to process it.
- The Controller and the Processor shall, upon request, cooperate with the supervisory authority in the performance of its duties.
- The immediate information of the Controller about control actions and measures of the supervisory authority, insofar as they relate to this DPA. This shall also apply insofar as a competent authority investigates in the context of administrative offense or criminal proceedings with regard to the processing of personal data during the commissioned processing at the Processor.
- Insofar as the Controller is exposed on its part to an inspection by the supervisory authority, an administrative offense or criminal proceedings, the

liability claim of a data subject or a third party, another claim or a request for information in connection with the commissioned processing at the Processor, the Processor shall support it to the best of its ability.

- The Processor shall regularly monitor the internal processes as well as the technical and organizational measures to ensure that the processing in its area of responsibility is carried out in accordance with the requirements of the applicable data protection law and that the protection of the rights of the data subject is guaranteed.
- Verifiability of the technical and organizational measures taken vis-à-vis the Customer within the scope of its control powers pursuant to section 8 of this DPA.
- The Processor shall immediately report any violations of the protection of personal data to the Controller in such a way that the Controller can fulfill its legal obligations, in particular pursuant to Art. 33, 34 of the GDPR. He shall prepare documentation of the entire process, which he shall make available to the Controller for further measures.
- The Processor shall support the Controller in its area of responsibility and, as far as possible, within the scope of existing duties to provide information to supervisory authorities and data subjects and shall provide the Controller with all relevant information in this context without delay.
- Insofar as the Controller is obligated to conduct a data protection impact assessment, the Processor shall support the Controller, taking into account the type of processing and the information available to it. The same shall apply to any existing obligation to consult the competent data protection supervisory authority.

VI. Subcontracts

(1) Subcontracts within the meaning of this section are those services which relate directly to the provision of the main service. This does not include ancillary services used by the Processor, e.g. telecommunications services, postal/transport services, cleaning services or guarding services. Maintenance and testing services shall constitute a subcontracting relationship if they are provided for IT systems performed in connection with a service provided by the Processor under this DPA. However, the Processor shall be obligated to enter into appropriate and legally compliant contractual agreements and to take control measures even in the case of outsourced ancillary services to ensure data protection and data security of the Controller's data.

(2) The Controller agrees in principle that the Processor may subcontract to carefully selected third-party companies. The Processor shall observe the requirements of the GDPR when subcontracting and shall structure the contractual agreement with the

subcontractor in such a way that it complies with the data protection requirements between the Processor and the Controller set out in this DPA and with the requirements of the GDPR.

(3) The Controller agrees to the commissioning of the subcontractors currently used, which are named in the subcontractor list attached as **Appendix 2.** The Processor shall ensure that an up-to-date list of the subcontractors used at the respective time is always available to the Controller on the Website or upon request.

VII. International data transfers

(1) Any transfer of personal data to a third country or to an international organization requires a documented instruction from the Controller and requires compliance with the requirements for the transfer of personal data to third countries in accordance with chapter V of the GDPR. The Controller authorizes a data transfer to a third country to the recipients listed in **Appendix 2.** In the Appendix, the measures approved by the Controller to ensure an adequate level of protection from Art. 44 et seq. GDPR within the framework of the subcontracting are specified.

(2) Insofar as the Controller instructs a data transfer to third parties in a third country, the Controller shall be responsible for compliance with chapter V of the GDPR.

VIII. Control rights of the Controller

(1) Controller shall be entitled to carry out inspections in coordination with the Processor or to have such inspections carried out by an auditor to be designated in individual cases. He shall have the right to satisfy himself of the Processor's compliance with this DPA in its business operations during normal business hours by means of random sample inspections, which must generally be notified in good time.

(2) The Processor shall ensure that the Controller can satisfy itself of the Processor's compliance with its obligations pursuant to Article 28 of the GDPR. The Processor undertakes to provide the Controller with the necessary information upon request and, in particular, to provide evidence of the implementation of the technical and organizational measures. Costs incurred by the Processor as a result of its support action shall be reimbursed to the Processor to a reasonable extent.

(3) Evidence of the technical/organizational measures for compliance with the special requirements of data protection in general as well as those relating to the DPA can be provided by means of current test certificates, reports or report excerpts from independent bodies (e.g., auditors, auditing departments, data protection officer, IT security department, data protection auditors, quality auditors).

IX. Notification obligations in the event of violations of data protection regulations or of the order by the Processor or persons employed by it

(1) If the Processor discovers that DPA-relevant data of the Controller stored by him has been transmitted unlawfully or has otherwise come to the knowledge of third parties unlawfully, he shall inform Controller without consideration of the cause.

(2) This shall also apply where there is any suspicion of other infringements of rules on the protection of personal data or other irregularities in handling the relevant data of Controller.

(3) To the extent that Controller is subject to any obligations according to Articles 32 to 36 GDPR, e.g. in case of loss or unlawful transfer or taking notice of personal data by third parties, Processor shall support him in this within the context of the character of the service rendered by Processor.

(4) The Controller shall inform the Processor if it detects any errors or irregularities in the examination of the results of the order.

X. Instruction rights of the Controller

(1) The Processor shall process personal data only on the basis of documented instructions from the Controller, unless he is obliged to process such data under the law of the Member State or under Union law. The Controller shall confirm verbal instructions without delay (at least in text form). The Controller's initial instructions shall be determined by this DPA and the Principal Agreement.

(2) The Processor shall inform the Controller immediately if he is of the opinion that an instruction violates data protection regulations. The Processor shall be entitled to suspend the implementation of the relevant instruction until it is confirmed or amended by the Controller.

XI. Deletion and return of personal data

(1) Copies or duplicates of the data shall not be made without the knowledge of the Controller. Excluded from this are security copies, insofar as they are necessary to ensure proper data processing, as well as data required with regard to compliance with statutory retention obligations, and technically necessary data replications within the scope of distributed, cross-location cloud use.

(2) After completion of the contractually agreed services or earlier upon request by the Controller - but at the latest upon termination of the Principal Agreement - the

Processor shall hand over to the Controller or, after prior consent, destroy in accordance with data protection law all documents, processing and utilization results created, as well as data files related to the contractual relationship that have come into his possession. The same shall apply to test and reject materials. The protocol of the deletion shall be submitted upon request.

Appendix 1: Technical and organizational measures

Appendix 2: Subcontractor list

Appendix 1

Technical and organisational measures (TOM) of miraminds GmbH according to Art. 32 GDPR

1. Preamble

Taking into account the state of the art, the implementation costs and the nature, scope, circumstances and purposes of the processing, as well as the varying likelihood and severity of the risk to the rights and freedoms of natural persons, the Customer as Controller and miraminds as Processor shall agree on the following technical and organizational measures (TOM) for the IT services included in the Principal Agreement.

Selection of the measures took into account the four protection targets of Article 32 (1) lit. b) GDPR, namely confidentiality, integrity, availability and resilience of the systems. Speedy restoration after a physical or technical incident is ensured. All technical and organisational measures are regularly reviewed for effectiveness in accordance with Article 32 (1) lit. d GDPR.

2. Encryption

Encryption transforms a plain text depending on an additional information called "key" into an associated ciphertext (ciphertext), which should be indecipherable for those who do not know the key.

miraminds encrypts the data on the basis of a key management program.

3. Capacity of confidentiality (Art. 32 para.1 lit. b GDPR)

Confidentiality means that personal data is protected from unauthorized disclosure.

miraminds guarantees confidentiality of the data as follows:

3.1 Physical Access control

Measures suitable for preventing unauthorized persons from gaining access to data processing systems with which personal data are processed or used.

miraminds ensures access control as follows:

- determination of persons authorized to enter,
- logging of access to rooms where data processing equipment is located,
- monitoring for critical IT systems,
- determination of authorized persons,
- automatic access lock and manual access lock.

3.2 System Access control

Measures suitable to ensure that data processing systems can be used by unauthorised persons.

miraminds ensures access control as follows:

- access protection,
- use of access cards,
- use of two-factor authentication for programs,
- logging of access,
- monitoring for critical IT systems,
- determination of authorized persons,
- user rights,
- authentication via password entry or biometric scans,
- security locks,
- automatic access lock and manual access lock.

3.3 Data Access control

Measures to ensure that those authorized to use a data processing system can only access the data subject to their access authorization and that personal data cannot be read, copied, modified or removed without authorization during processing, use and after storage.

miraminds ensures access control as follows:

- authorization concept,
- access restrictions,
- allocation of minimal permissions.

4. Capacity of integrity (Art. 32 para. 1 lit. b GDPR)

Integrity refers to ensuring the correctness (integrity) of data and the correct functioning of systems. When the term integrity is applied to "data", it expresses that the data is complete and unchanged.

miraminds guarantees the integrity of the data as follows:

4.1 Transfer control

Measures to ensure that personal data cannot be read, copied, altered or removed by unauthorized persons during electronic transmission or while being transported or stored on data media, and that it is possible to verify and determine to which entities personal data is intended to be transmitted by data transmission equipment.

miraminds ensures disclosure control as follows:

- determination of instances/persons authorized to receive/transmit data,
- verification of the legality of the transfer abroad,
- secure data transfer between server and client,
- hardening of back-end systems,
- data protection-compliant deletion and destruction procedures.

4.2 Input control

Measures to ensure that it is possible to check and establish retrospectively whether and by whom personal data have been entered into data processing systems, modified or removed.

miraminds ensures input control as follows:

- documentation of the input permissions.

5. Capacity of availability and resilience (Art. 32 para. 1 lit. b) GDPR).

The availability of services, functions of an IT system, IT applications or IT networks, or even of information, exists if they can always be used by users as intended. Systems are resilient if they are so resistant that their functionality is ensured even in the event of heavy access or heavy utilization.

miraminds guarantees the availability of the data as follows:

- fire protection in the premises of data processing systems,
- redundancy of the power supply in the premises of the data processing systems,
- data security concepts.

6. Capacity to restore availability and access (Art. 32 para. 1 lit. b GDPR).

miraminds guarantees the recoverability of availability and access after security incidents as follows:

- contingency.

7. Procedures for periodic review, assessment and evaluation (Art. 32 para. 1 lit. d GDPR; Art. 25 para. 1 GDPR)

miraminds ensures the periodic review of the data backup measures as follows:

7.1Data protection through technology and data protection-friendly default settings (Art. 25 para. 2 GDPR)

Technical and organizational measures to implement data protection requirements, i.e., data protection through technology design and through data protection-friendly default settings (Data Privacy by Design and by Default).

miraminds ensures the measures for the implementation of the requirements as follows:

- limitation of the storage period,
- restriction of accessibility.

7.2 Processing of personal data only according to instructions / order control

Measures to ensure that, in the context of commissioned processing, personal data are (can) only be processed in accordance with the Controller's instructions.

miraminds ensures the measures for the implementation of the requirements as follows:

- careful selection of a processor,
- written instructions to the processor,
- agreement of control rights regarding the processor.

Appendix 2

Subcontractor list

Date: November 18th, 2025

Subcontractor	Address / Country	Service	Information on appropriate safeguards for data transfers to a third country
Slack Technologies Limited	Salesforce Tower, 60 R801, North Dock, Dublin, Ireland	Communication solution, including for sales, channel support and Customer success; link to forms on the website	*(No data transfer to a third country)*
Active Campaign, LLC	1 North Dearborn Street, 5th floor, Chicago, IL 60602, USA	Customer relationship management Software; storage of Customer and user data, use also for e-mail campaigns, among other things.	Standard Contractual Clauses (SCC)
lempire SAS	128 rue La Boétie, 75008 Paris, France	Sending personalized e-mails to prospects, leads and Customers via Lemlist.	*(No data transfer to a third country)*
Stripe Payments Europe, Limited (SPEL)	1 Grand Canal Street, Lower Grand Canal Dock, Dublin, D02 H210, Ireland	Payment Gateway.	*(No data transfer to a third country*)
Google Ireland Limited	Gordon House, Barrow Street, Dublin 4, Ireland	Google Workspace for e-mail.	*(No data transfer to a third country)*
SiteGround Spain S.L.	Calle Prim 19, 28004 Madrid, Spain	Hosting of the website.	*(No data transfer to a third country)*
IONOS SE	Elgendorfer Str. 57, 56410 Montabaur, Germany	Hosting of the license server	*(No data transfer to a third country)*
Datadog Inc	620 8th Ave, NYC	Anonymized evaluation of usage data, optional	*(No data transfer to a third country)*

Azure	Microsoft Corporation One Microsoft Way Redmond, Washington 98052 USA	Hosting FlowShare Portal	*(No data transfer to a third country)*
wyDay, LLC	1465 Woodbury Ave., PMB 202 Portsmouth, NH 03801 United States of America	Software Licensing	Standard Contractual Clauses (SCC)
Pinecone	548 Market Street San Francisco, California, 94104-5401, United States	Storage of embeddings	*(No data transfer to a third country)*
DigitalOcean, LLC	101 6th Ave, New York, NY 10013, USA	Storage of Portal database with users, flows and metadata	*(No data transfer to a third country)*
ThriveDesk	SEL HUQ SKYPARK, 23/2 Khilji Road, Level 12, Suite 1202, Dhaka, Bangladesh	Customer service software with Help Desk integration	*(No data transfer to a third country)*
Intercom	55 2nd Street, 4th Fl. San Francisco, CA 94105, USA	Customer service software with Help Center and Chatbot functionality among other things	Standard Contractual Clauses (SCC)

General Terms and Conditions

of miraminds, Inc.|
2261 Market Street STE 85810 | San Francisco | 94114 California

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

BY PLACING AN ORDER FOR PORTAL ACCESS, DOWNLOAD OF THE LOCALLY INSTALLED SOFTWARE OR OTHER SERVICES AND PRODUCTS AS DEFINED HEREIN FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

YOU MAY NOT ORDER OR OBTAIN PORTAL ACCESS FROM THIS WEBSITE IF YOU (i) DO NOT AGREE TO THESE TERMS, (ii) ARE NOT THE OLDER OF (A) AT LEAST 18 YEARS OF AGE OR (B) LEGAL AGE TO FORM A BINDING CONTRACT WITH MIRAMINDS, OR (iii) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.

I. Scope of GTC

(1) These General Terms and Conditions ("**GTC**") apply to the use of the website www.getflowshare.com ("**Website**" or "**Online Shop**") and to all contracts entered into via the Online Shop as well as to all contracts concluded by other means for the use of software against payment between miraminds, Inc., a Delaware corporation with ("**miraminds**") and you as the customer ("**Customer**"or "**You**"). These GTC are subject to change by miraminds without prior written notice at any time, in our sole discretion. Any changes to these GTC will be in effect as of the "Last Updated Date" referenced on the Website. You should review these GTC prior to purchasing any product or services that are available through this Website. Your continued use of this Website after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

(2) Any additional, different or deviating terms or conditions contained in the Customer's order or in any other form issued by the Customer shall be deemed objected

to by miraminds and shall be of no effect, unless miraminds expressly agrees to their validity in writing. No general terms and conditions of the Customer shall at any time form a part of the content of any contract or agreement between the Customer and miraminds, even if they are not further expressly rejected by miraminds, unless miraminds expressly agrees to their validity in writing.

(3) The language available for the conclusion of the contract in the Online Shop shall be in English.

II. Subject Matter of the Contract; Services of miraminds

(1) The subject matter of the Agreement is the granting the Customer the access and use of the then applicable version of the Flowshare Portal, in consideration of payment and limited in duration during the term of the Agreement, provided through the Internet as a software-as-a-service ("**SaaS**") application, including the underlying cloud storage space for all data (in particular instructions and/or flows, hereinafter "**Flow**") generated by the Customer with FlowShare (SaaS application and underlying cloud storage together "**Portal**"), as well as the part of the software intended for local installation on a Customer's end device ("**Locally Installed Software**"; Portal and Locally Installed Software hereinafter collectively "**Software**") by the Customer.

(2) miraminds shall provide the Customer with updates for the Locally Installed Software for download and thereby grants the Customer the use of the most current version of the Locally Installed Software for the agreed number of authorized users. The Portal as a SaaS application, in comparison, shall always be automatically available to the Customer in the most current version.

(3) If Software to be installed locally on the Customers' end device is provided by miraminds by way of download, the Customer will receive a download link as well as a license key as an activation key (hereinafter "**License Key**") to the e-mail address provided by the Customer after miraminds has accepted the order in accordance with section V. The License Key will be sent to the Customer by e-mail. After the download has been completed, the Customer can activate the Locally Installed Software for use with the delivered license key.

(5) miraminds will send the Customer the License Key for each user in electronic form immediately after the parties entered into the agreement. A License Key can be activated multiple times, depending on the agreed upon Software package.

(6) Furthermore, miraminds will provide the Customer with user documentation in electronic form after entering into the contract. The user documentation can also be viewed at any time during the use of the Software at https://support.getflowshare.com and can be downloaded in a common format.

(7) miraminds may update and further develop the Software at any time and adapt it in particular due to a changed legal situation, technical developments or for the improvement of IT security. miraminds will take the legitimate, reasonable business interests of the Customer into account appropriately and inform the Customer within reasonable time about necessary updates.

(8) miraminds will not customize the Software to the Customer's individual needs or IT environment, unless the parties have expressly agreed hereto otherwise in writing.

(9) miraminds will regularly carry out maintenance on the Software and inform the Customer within a reasoanble time. Maintenance will be carried out regularly outside of the Customer's normal business hours, unless maintenance must be carried out at a different time due to exigent circumstances or emergencies.

(10) miraminds shall provide the Customer with storage space on its servers for the storage of data and for the purpose of using the Software. The agreed upon amount of storage space and the number of flows that can be stored through the Portal is set out in the respective service description. miraminds will ensure that the data can be retrieved by the Customer within the scope of the agreed upon use of the Software. The Customer can expand or reduce the storage space volume as needed according to the conditions stated in the service description or on the Website.

(11) miraminds will use its reasonably best efforts to take measures to protect and secure the data. However, miraminds has no custodial or safekeeping obligations regarding the data. The Customer is solely responsible for sufficient backup of it stored data.

(12) The Customer remains the sole owner of the data stored on the servers of miraminds and can demand any return of its data or deletion of its data at any time.

(13) During the free trial period, not all features of the Software may be available, but only those features that are specified by miraminds on the Website in connection with the free trial period.

III. Free Trial; Technical Steps; Correction of Input Errors; Storage; Notifications of the Customer

(1) To use the Software, a Customer must select the desired service, in particular the desired Software package, on the Website and initially register for a free trial via the "Try for free" button. The Customer will create an account with an email, name, and password. Once the email is verified and the Customer is logged in, the Customer can download the application from the dashboard under the 'FlowShare Download' section by clicking the 'Download' button. This will lead the Customer to a page where the installation file download can be initiated. Alternatively, the Customer can first download

the application through the Website and then create an account. Once FlowShare is installed, the Customer can log in with the account (email and password) created earlier to start the free trial. The free trial alone does not constitute any obligation to use the Software offered by miraminds in consideration of a fee subsequently to the trial period. A Customer registered for the free trial will receive onboarding emails that assist the Customer in the use of the Software and explain the product and use applications.

(2) Further information on the processing of a Customer's data can be found in the privacy policy on miraminds' Website at https://getflowshare.com/privacy-policy/

(3) Once the free trial period has concluded, the Customer may decide to select the desired service, particularly the desired Software package, in the Online Shop. By clicking on the respective "Continue" button, the Customer will get transferred to an overview page where a Customer can select the billing address and payment method, check its personal information and correct and/or change input errors (e.g. regarding the desired service package). If a Customer wants to cancel the ordering process completely, the Customer may simply close the browser window. Otherwise, after clicking the button "Subscribe" the Customer's declaration will become binding within the meaning of section IV, paragraph 3 of these GTC and the Customer will enter into a legal agreement with miraminds.

(4) If the Customer's personal details (in particular its billing address, etc.) change, the Customer is obligated to inform miraminds immedialtey of any change by e-mail to support@getflowshare.com.

IV. Quotes; Orders in the Online Shop; Binding Agreement

(1) All quotes issued by miraminds as well as the information set forth in the Websites are subject to change without notice and are non-binding, unless miraminds states otherwise in writing or sets forth a specific acceptance period.

(2) The presentation and advertising of Software or other products on the Website shall have no force and effect unless and until acknowledged by miraminds in writing.

(3) An order placed by the Customer through the Online Shop by clicking the "subscribe" button in the final step of the order process constitutes a binding offer to miraminds to enter into an agreement, particularly to use the Software displayed and agreed upon in the order overview. Immediately after placing the order through the Online Shop, the Customer will receive a confirmation of receipt of the order. This order confirmation, however, does not constitute an acceptance of the Customer's order to enter into an agreement but is intended solely to inform the Customer that his order has been received by miraminds, unless, in addition to confirming receipt of the order, miraminds also sends the Customer a writing order confirmation. Unless otherwise stated in the order, miraminds is entitled to review the Customer's order and, may in its sole discretion decide to either accept or reject it within two (2) weeks after receipt by

miraminds and will inform the Customer if it decides to cancel the Customer's order. The Customer is bound to its order. The parties enter into a binding agreement once miraminds accepts the order by sending the Customer a separate written order confirmation and/or by sending the Customer an invoice and a license key for the ordered Software, whichever occurs earlier.

(4) Subject to the terms set forth in section IV. (3) above, and to the extent that an order is not placed through the Online Shop and the Customer decides to submit a specific offer to miraminds by other (electronic) means (e.g. as a PDF, by email or otherwise), the offer sent by the Customer signed manually/handwritten signature or by other (electronic) means (e.g. Skribble, DocuSign) shall be deemed equally equivalent and legally valid and binding.

(5) If the delivery of the Software ordered by the Customer is not possible due to circumstances beyond miraminds control (e.g. due to technical circumstances at the Customer's site, which have not become known to miraminds despite a successful Software test), miraminds will not accept the Customer's offer and the parties will not enter into any binding agreement.

(6) If miraminds decides in its sole discretion to refuse to accept the Customer's order and informs the Customer about the cancellation of the order, miraminds will immediately refund any payment it already received to the Customer.

(7) miraminds is hereby permitted to replace, upgrade, modify or enhance the Software, as need be in miraminds sole discretion subject to applicable law, as long as it does not impact the agreed upon functionality of the use of the Software by the Customer.

V. Rights of Limited Use

(1) Miraminds, the miraminds group of companies and its licensors are and will remain the sole and exclusive owners of all intellectual property rights ("**IP**") in and to the Software and any other products and services made available on the Website and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, logos and trademarks and other intellectual property rights, subject only to the limited License granted to the Customer subject to these GTC. The Customers does not and will not have or acquire any ownership of these intellectual property rights in or to the Software and any other products or services made available through the Website, or of any intellectual property rights relating to the Software and any other of those products or services. The source code to the Software shall also solely and exclusively belong to miraminds, the miraminds group of companies and its licensors.

(2) Once the parties enter into the binding agreement subject to the term of these GTC, miraminds grants the Customer a revocable, limited, non-exclusive, non-sublicensable and non-transferable right to use the Software, solely in object code format, for a limited period of time for the duration of the agreement ("**License**"). The License entitles the Customer to install the then applicable current version of the Software and to use it for its agreed upon purpose, including the use of the associated cloud resources of miraminds in the Portal by access through the browser and the Locally Installed Software.

(3) If the Customer uses the Software during a free trial phase, the right of use will be, however, limited to seven (7) days and will automatically end.

(4) miraminds reserves all rights not expressly granted to the Customer subject to these GTC. Except for the limited rights and Licenses expressly granted under these GTC, nothing in these GTC grants, by implication, waiver, estoppel, or otherwise, to the Customer or any third party any intellectual property rights or other rights, title, or interest in or to to miraminds, the miraminds group of companies and its licensors' IP.

(5) Customer shall not use the IP for any purposes beyond the scope granted in this Agreement. The Customer shall not at any time, directly or indirectly, and shall not permit any authorized users to: (i) copy, modify, translate, edit or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, reproduce, redesigning or otherwise make available the Software to the public; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Software in whole or in part; (iv) remove any proprietary notices from miraminds' IP or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law.

(5) Notwithstanding anything to the contrary herein, miraminds may temporarily suspend the Customer's and any of its authorized user's access to any portion or all of the Software if: (i) miraminds reasonably determines that (A) there is a threat or attack on any of the Software; (B) the Customer's or any authorized user's use of the IP disrupts or poses a security risk to the Software or to any other customer or vendor of miraminds; (C) the Customer, or any authorized user, is using the Software for fraudulent or illegal activities; (D) subject to applicable law, the Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) miraminds' provision of the Software to the Customer or any authorized user is prohibited by applicable law; (ii) any vendor of miraminds has suspended or terminated miraminds'

access to or use of any third-party services or products required to enable the Customer to access the Software (each, "**Service Suspension**"). miraminds shall use commercially reasonable efforts to provide written notice of any Service Suspension to the Customer and to provide updates regarding resumption of access to the Software following any Service Suspension. miraminds shall use commercially reasonable efforts to resume providing access to the Software as soon as reasonably possible after the event giving rise to the Service Suspension is cured. miraminds will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that the Customer or any authorized user may incur as a result of a Service Suspension.

VI. Duties of the Customer

(1) The Customer is solely obligated to store access to the Software in such a way that unauthorized access or unauthorized copying is prevented.

(2) The Customer shall be responsible and solely liable to protect the access data transmitted to it against access by third parties and keep it safe in accordance with applicable laws. The Customer will ensure that the access to the data is only used within the agreed scope of this agreement subject the terms of these GTC. Any unauthorized access must be reported to miraminds immediately.

(3) The Customer shall be prohibited from storing any data on the storage space provided by miraminds, which violates applicable laws, rules, regulations and orders, or any third-party rights or agreements with third parties.

(4) The Customer shall be prohibited from circumventing technical measures to protect the Software.

(5) The Customer is solely liable and responsible to regularly conduct appropriate data backups.

(6) The Customer is further solely responsible for ensuring that his e-mail address is valid and it is obligated to inform miraminds by e-mail to support@getflowshare.com during the duration of the agreement should its e-mail address change.

(7) The Customer shall notify miraminds in writing of any defects in the Software without any delay.

(8) The Customer shall comply with all other obligations to cooperate with miraminds that may be contained in the service descriptions.

(9) The Customer represents and warrants that it is buying the right to use the Software and any other products or services from the Website for its own use only, and

not for resale or export. The Customer further represent and warrant that all purchases are intended for final delivery to locations within the United States of America and Canada.

(10) The Customer shall indemnify and hold miraminds, its parent company and all respective officers, directors, employees, agents and permitted assigns harmless resulting from or in connection with any breach of these obligations by the Customer or any of its authorized users set forth in this Section VII.

VII. Prices and Setup/Installation Fees

(1) All prices on the Website or in the Online Shop are net prices and does not include costs for insurance or taxes, if any. The Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by the Customer hereunder, other than any taxes imposed on miraminds' income.

(2) The Customer shall further be responsible to pay any setup and/or installation fees, if such are made part of the order confirmation by miraminds and in accordance with the ordering process.

VIII. Payment Terms; No Right to Set-Off

(1) Depending on the subscription and/or agreement, respectively, the Customer shall pay the agreed monthly or annual fee for the use of the Software, including any applicable setup and/or installation fees.

(2) Invoices are issued on a monthly or annual basis, respectively. The invoice is due for payment within fourteen (14) business days from the invoice date. All invoices are due and payable in U.S. dollars to the account indicated by miraminds on its invoice. The Customer may pay the agreed fee and any setup and/or installation fees, if any at its option by means of one of the payment methods indicated on the Website and selected by the Customer.

(3) If the Customer fails to make payment on or before the date required, the Customer shall pay interest to miraminds the rate of one point five (1.5%) percent per month or such lesser amount permitted by law. The specification or charging of interest shall not be deemed an agreement to extend credit.

(4) If the Customer fails to observe these GTC or the terms of any other agreements between miraminds and the Customer, or if the Customer becomes insolvent, all balances then due and owing to miraminds shall become due immediately, notwithstanding any agreed upon payment periods.

(5) The Customer, however, does not enjoy a right of set-off under any circumstances.

IX. Limited Warranty and Warranty Disclaimer

(1) Miraminds warrants that for ninety (90) days the functionality, availability, scope and the conditions of use of the Software and other products for the duration of the contractual relationship when accessed and used in accordance with the terms of the agreement will conform in all material respects to the agreed upon descriptions and specifications on the Website at https://getflowshare.com/service-description/. Miraminds, however, does not warrant any specific characteristics of the Software required by the Customer. Miraminds does further not make any representations or guarantees regarding uptime or availability of the Software. Miraminds further has no influence and therefor does not warrant on how texts and images are displayed in the respective browser on the end user device of a Customer. THE FOREGOING WARRANTY DOES NOT APPLY, AND MIRAMINDS STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(2) miraminds also does not warrant that the Software will meet the Customer's requirements and further does not warrant any specific technical specifications, interfaces or other requirements of the Software for any particular purpose.

(3) In the event of a defect, miraminds will, at its sole discretion, remedy the defect by correcting the error, procuring a replacement, providing updates or releasing a new version of the Software.

(4) The Customer is further not entitled to any warranty claims if:

- the Software has been misused contrary to the agreed upon description or specifications, or
- the Software has been modified or altered without miraminds' prior written consent, and/or
- errors are due to the fact that the Software is used with programs, operating systems and their settings or a hardware environment that is not compatible with the Software.

(5) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION IX. (1), MIRAMINDS SOFTWARE IS PROVIDED "AS IS" AND MIRAMINDS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. MIRAMINDS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. MIRAMINDS MAKES NO WARRANTY OF ANY KIND THAT THE MIRAMINDS SOFTWARE, OR ANY OTHER PRODUCTS, SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER

PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY CUSTOMER'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

X. Limited Liability

(1) IN NO EVENT SHALL MIRAMINDS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MIRAMINDS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(2) IN NO EVENT SHALL MIRAMINDS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE ONE (1) TIME AMOUNTS PAID BY THE CUSTOMER FOR THE SOFTWARE AND/OR OTHER PRODUCTS AND SERVICES SOLD THROUGH THE WEBSITE OR THROUGH ANY AGREEMENT WITH MIRAMINDS IN THE TWELVE (12) MONTHS ARISING PRIOR TO THE EVENT GIVING RISE TO THE CLAIM OR TEN THOUSAND U.S. DOLLARS ($10,000.00),WHICHEVER IS LESS.

(3) The limitation of liability set forth in Section X. shall not apply to (i) liability resulting from miraminds' gross negligence or willful misconduct and (ii) death or bodily injury resulting from miraminds' acts or omissions.

XI. Indemnification

(1) The Customer warrants that the Customer's content and data stored on the servers of miraminds, as well as its use and provision by miraminds, do not violate applicable law, rules, regulations, orders or otherwise, as well as third party rights or agreements with third parties.

(2) The Customer shall indemnify, hold harmless, and, at miraminds' option, defend miraminds, its stockholder and its affiliates and their respective directors, officers, members, partners, agents, employees and permitted assigns (each, an "**Indemnitee**") from and against any and all claims, actions, suits, losses, damages, obligations, charges, liabilities, costs, and expenses (including attorneys' fees) ("**Losses**") resulting from any direct or third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Customer data, storage or any use of the Customer data in accordance with these GTC, infringe or misappropriate such third party's intellectual property rights and any

Third-Party Claims based on the Customer's or any authorized user's (i) negligence or willful misconduct; or (ii) use of the Software in a manner not authorized by these GTC; (iii) use of the Software in combination with data, software, hardware, equipment, or technology not provided by miraminds or authorized by miraminds in writing; (iv) modifications or alterations to the Software not made by miraminds and/or made without miramind's prior written authorization, or (v) any violation of any applicable laws, rules, regulations or orders, provided that no Customer shall be liable for any indemnification to an Indemnitee to the extent that such Loss resulted from the direct gross negligence or wilful misconduct of an Indemnitee. The Customer may not settle any Third-Party Claim against miraminds unless miraminds consents to such settlement, and further provided that miraminds will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

XII. Contract Term and Termination

(1) The agreement is entered into for a perpetual duration and shall commence upon receipt of the order confirmation by the Customer and/or by transmission of an invoice as well as a License Key for the ordered Software pursuant to section IV. (3) or section IV. (4) by miraminds.

(2) The parties shall agree on a minimum term of twenty-four (24) months for the agreed upon service "FlowShare Professional Concurrent Licensing - hosted license server" booked by the Customer (the "**Initial Term for FlowShare Professional Concurrent Licensing**"). That agreement will automatically renew for additional successive twelve (12) month terms, unless it is terminated in writing with a notice period of one (1) month to the end of the Initial Term for FlowShare Professional Concurrent Licensing or the then applicable renewal term (each, a "**Renewal Term for FlowShare Professional Concurrent Licensing**" and together with the Initial Term for FlowShare Professional Concurrent Licensing, the "**Term for FlowShare Professional Concurrent Licensing**").

(3) The parties shall agree on a minimum term of twelve (12) months for the agreed upon service "annual FlowShare Express and Professional subscriptions" booked by the Customer (the "**Initial Term for Annual FlowShare Express and Professional Subscriptions**"). That agreement will automatically renew for additional successive twelve (12) month terms, unless it is terminated in writing with a notice period of one (1) month to the end of the Initial Term for Annual FlowShare Express and Professional Subscriptions or the then applicable renewal term (each, a "**Renewal Term for Initial Term for Annual FlowShare Express and Professional Subscriptions**" and together with the Initial Term for Annual FlowShare Express and Professional Subscriptions the "**Term for Annual FlowShare Express and Professional Subscriptions**").

(4) The parties shall agree on a minimum term of one (1) month for the agreed upon service "monthly FlowShare Express and Professional subscriptions" booked by the Customer (the "**Initial Term for Monthly FlowShare Express and Professional Subscriptions**"). That agreement will automatically renew for additional successive one (1) month terms, unless it is terminated in writing with a notice period of seven (7) days to the end of the Initial Term for Monthly FlowShare Express and Professional Subscriptions or the then applicable renewal term (each, a "**Renewal Term for Initial Term for Monthly FlowShare Express and Professional Subscriptions**" and together with the Initial Term for Monthly FlowShare Express and Professional Subscriptions, the "**Term for Monthly FlowShare Express and Professional Subscriptions**").

(3) Notwithstanding paragraphs 1 and 2 above, in the event of a free trial period, the agreement between the parties shall automatically end after seven (7) days without the need for further notice of termination by miraminds.

(4) In addition to any other express termination right set forth in this Agreement, miraminds may terminate this Agreement, effective immediately upon written notice to the Customer, if the Customer:

- fails to pay any amount, in whole or in part, when due hereunder, and such failure continues for at least two (2) successive payment periods after miraminds' delivery of written notice thereof to the Customers;

- violates any applicable laws, rules, regulations or orders, including, but not limited to the violation of the IP, as well the goodwill, name, business or reputation of miraminds is violated;

- breaches any terms of this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after miraminds provides the Customer with written notice of such breach; or

- (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(5) Notice of termination must be given subject to Section XVI. (6) and must be sent by e-mail to support@getflowshare.com. The Customer may also use the termination function provided for this purpose in the Portal.

(6) Upon termination of the agreement, miraminds will deactivate the License/License Key so that the Customer is prohibited from using the Software. miraminds will also delete all Customer data remaining on its servers, unless miraminds is required to retain certain data due to applicable retention periods or due to law. No termination will affect the Customer's obligation to pay all fees and other costs that may have become due before such termination or entitle the Customer to any refund.

XIII. Privacy

The parties shall comply with the applicable data protection and data security laws.

XIV. Confidentiality

Either Party (a "**Disclosing Party**") may disclose or make available to the other Party (as "**Recipient**") information about its business secrets, finances, products, services, pricing, operations, processes, plans, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, "**Confidential Information**"), whether marked as confidential or not. Confidential Information shall not include information that at the time of disclosure: (a) is, or thereafter becomes, in the public domain other than as a result of, directly or indirectly, any violation of this Section XIV by the Recipient; (b) was known by or in the possession of the Recipient; or (c) is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information. The Recipient shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. On the termination of the Agreement, the Recipient shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information or destroy all such copies and certify in writing that that it has complied with the requirements of this Section XIV. The aforementioned confidentiality obligation shall not apply to Confidential Information which must be disclosed due to applicable law or valid legal order or otherwise. In such a case, the Party required to disclose must notify the other Party in writing of the pending disclosure prior to disclosing the Confidential Information, so that the other Party will have the opportunity to take timely legal action against the disclosure. In addition to all other remedies available at law, the Disclosing Party shall be entitled to seek injunctive relief for any violation or threatened violation of this Section XIV. The Recipient shall be responsible for any breach of this Agreement caused by its employees, agent, contractors, authorizes users or customers.

XV. Force Majeure

Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent the failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, epidemics/pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) action by any governmental authority or requirements of law; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of the Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following notice given by it under this Section XV., miraminds may thereafter terminate this Agreement on sixty (60) days' notice.

XVI. **Miscellaneous**

(1) All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

(2) Any controversy or claim arising out of or relating to this Agreement, or the negotiation or breach thereof, shall be exclusively settled by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association ("**AAA**"). The award shall be final and binding. Judgment upon the award rendered by the arbitrator or the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held in San Francisco, California, shall be conducted in the English language, and shall be conducted (i) if the amount in dispute is less than $250,000, before a single arbitrator mutually agreeable to miraminds and the Customer, or if no agreement can be reached, then selected by the AAA, or (ii) of the amount in dispute is $250,000 or more, before three (3) arbitrators. The arbitrator(s) shall make detailed

findings of fact and law in writing in support of his, her or their decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing party, in such manner as the arbitrator shall deem appropriate. In addition, the losing party shall reimburse the prevailing party for reasonable attorneys' fees and disbursements, the costs of the arbitration (including but not limited to the fees and expenses of the arbitrator and expert witnesses) and the costs incurred by the prevailing party in successfully seeking any preliminary equitable relief or judicially enforcing any arbitration award.

(3) The Customer will not assign any of your rights or delegate any of your obligations under these GTC without miraminds' prior written consent. Any purported assignment or delegation in violation of this Section XVI. (3) is null and void. No assignment or delegation relieves the Customer of any of its obligations under these GTC.

(4) The failure by miraminds to enforce any right or provision of these GTC will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of miraminds.

(5) These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than the Customer.

(6) miraminds may provide any notice to the Customer under these Terms by: (i) sending a message to the e-mail address the Customer provides or (ii) posting to the Website. Notices sent by e-mail will be effective when miraminds sends the e-mail and notices miraminds provides by posting will be effective upon posting. It is the Customer's responsibility to keep its e-mail address current. Miraminds may provide any notice to the Customer under these GTC by: (i) sending a message to the e-mail address the Customer provides or (ii) posting to the Website. Notices sent by e-mail will be effective when miraminds sends the e-mail and notices miraminds provides by posting will be effective upon posting. It is the Customer's responsibility to keep its e-mail address current.

(7) If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

(8) Miraminds' order confirmation, these GTC, or any agreement relating to any product or service you obtain on or through this Website, miraminds' Website Terms of Use and miraminds' Privacy Policy will be deemed the final and integrated agreement between the Customer and miraminds on the matters contained in these GTC.

Effective: February 10, 2025