

Pagero Product Specific Terms

1. **APPLICABILITY**

1.1 These Pagero product specific terms (“Product Specific Terms”) apply when you purchase a license to use or access the SaaS platform Pagero Network (the “Services”), which may include, but are not limited to, exchange services for electronic invoices and other business documents (“e-Documents”). These Product Specific Terms, supplement the Agreement and override any similar terms within the Agreement concerning the Services. If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: Ordering Document, these Product Specific Terms and the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms). A breach of these Product Specific Terms is a breach of the Agreement.

1.2 “You”, “your”, and “Customer” mean the client, customer, or subscriber identified in the Ordering Document and “we”, “our”, and “Thomson Reuters” mean the Thomson Reuters/Pagero entity identified in the Ordering Document and, where applicable, its Affiliates, and our and their employees, contractors, and third-party providers.

1.3 Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Ordering Document, or the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms).

2. **SERVICES**

2.1 **SLA and Support.** The support tiers for the Services are Basic, Premium, and Advanced and are all described at www.pagero.com/agreements. The support tier applicable to you is detailed in the applicable Ordering Document, and if none is specified, the Services will be supported under the Pagero Basic Support Agreement. We will maintain system availability in accordance with the Pagero Basic Service Level Agreement available at: <https://www.pagero.com/agreements/basic-service-level-agreement>.

2.2 **Searchable information.** The Pagero SaaS platform is an open network, and accordingly, you acknowledge that your profile information, including but not limited to general corporate details (but for the avoidance of doubt, excluding Your Data or e-Documents) may be made available in public local e-invoice registers as applicable, and visible for anyone accessing the Services.

2.3 **Brand License.** Where you upload a logo or other branding (“Logo”) to the Services, you hereby grant to Thomson Reuters a nonexclusive license to publish the Logo within your instance of the Services for the term of the Agreement. You warrant that you are entitled to grant such a license.

2.4 **Country specific terms.** Where the Services are required to comply with specific local e-document mandates, additional terms specific to those countries will supplement these Product Specific Terms. These terms are available at: <https://www.pagero.com/agreements>.

2.5 **Security.** Solely in relation to the Services, the Data Security Addendum of the General Terms shall be replaced with the security measures in the Pagero Data Processing Agreement Appendix 2 available at: <https://www.pagero.com/agreements/data-processing-agreement#dpa-appendix-2>.

2.6 **Data Protection.** Solely in relation to the Services, the Data Protection Addendum in the General Terms shall be replaced by the Pagero Data Processing Agreement available at: <https://www.pagero.com/agreements/data-processing-agreement>.

2.7 **Customer Information Accuracy.** You must ensure that all account and corporate information provided by you on the Services is accurate, complete, and kept up-to-date at all times.

2.8 **E-Document Retention.** E-Documents are retained in accordance with our then-current data retention policies. Extended retention may be available via archival services for additional fees. You acknowledge that e-Documents may be subject to laws, rules or regulations of storage and retention periods, and that it is your sole responsibility to determine the proper archive and retention period for e-Documents. Upon termination of the Services, and upon your request, Thomson Reuters will return all stored E-Documents (including Customer Personal Data) provided under the Agreement and will, in any event, delete all such data one hundred twenty (120) days following termination of the Services. Payment instruction files related to Pagero e-banking services will be deleted twenty-four (24) months after creation. For the avoidance of doubt, Personal Data is deleted on an ongoing basis.

2.9 **Exports.** You may export E-Documents from the Services at any time during the term of your Agreement in respect of the Services. Upon request, Thomson Reuters may assist with such exports, subject to our then-current

hourly fees.

2.10 Service Descriptions. The service descriptions for each product or service listed in an Ordering Document are available at <https://www.pagero.com/service-description> ("Service Descriptions"). The Service Descriptions form an integral part of these Product Specific Terms and may be updated from time to time by Thomson Reuters to reflect changes in the Services or applicable law.

2.11 Scope. Only the Service Descriptions that correspond to the specific subscription(s) purchased by Customer, as identified in the applicable Ordering Document, shall apply. Customer acknowledges and agrees that its subscription(s) entitles Customer only to the services, features, and functionality expressly set forth in the then-current Service Descriptions. Any additional services, features, or functionality not expressly included in the Service Descriptions may be subject to additional fees and terms.

2.12 Implementation via SOW. Notwithstanding the foregoing, the implementation of any features or functionality included within the Service Descriptions may be subject to a separate statement of work ("SOW") outlining the professional services to be provided by Thomson Reuters. Customer may elect, through the SOW, to implement only certain features or functionality, and only the features or functionality identified for implementation in the SOW will be configured or deployed as part of the Services, unless subsequently agreed in a new or amended SOW executed by both parties. For the avoidance of doubt, an election by Customer to only implement certain features or functionality will not reduce the license fees payable for the Services. Any additional professional services required to implement features or functionality not included in the initial SOW may be subject to additional fees and terms.

3. NETWORK

3.1 Integration Disclaimer. The Pagero SaaS platform is an open network, and for certain Services, e-Documents may be routed through other electronic invoice providers, senders or receivers outside the Service using a common technical framework (including but not limited to Peppol, as referenced in Section 3.2 below), or national e-invoice infrastructures (together "Integrations"). These Integrations are independent entities and not our subcontractors or agents and we disclaim all liability for any issues arising before e-Documents enter or after they exit our Services.

3.2 Peppol accreditation. E-Documents may be exchanged using the Peppol framework. We are compliant with, and operate as, an authorized access point in the Peppol Network. User access may be restricted in cases of fraud, spam, or other criminal activities. For further details, please visit <https://www.peppol.org>.

4. REGULATORY

4.1 Right to act on your behalf. In order to deliver the Services, we may act on your behalf to integrate with external national e-Document infrastructures. This may include tasks such as creating user accounts, providing necessary access credentials and certificates, and executing various processes for e-Document creation, submission, and validation. If we are unable to act on your behalf, you shall reasonably cooperate to (i) obtain and provide the necessary credentials, certificates, and similar items, and (ii) reasonably collaborate to execute all documentation required to set up the Services and appoint us as your service provider within the relevant e-Document infrastructure.

4.2 e-Document Issuance Outsourcing. You hereby authorize the outsourcing of invoice issuance to us on your behalf and in your name, as well as to our Affiliates or our subcontractors, including but not limited to those listed at www.pagero.com/sub-processors (password: Compliance). This authorization includes, but is not limited to the right to use invoice data to issue invoices on your behalf which may include the application and validation of e-signatures or seals (typically referred to as legal outsourcing) and to forward the invoice data while you remain the legal issuer, which may include, but is not limited to, application and validation of e-signatures or seals and use of a digital certificate issued by us, our subcontractor or a designated third party (typically referred to as technical outsourcing).

4.3 Indication of outsourcing. You acknowledge that e-Documents may indicate that issuance has been outsourced.