SAAS AGREEMENT

concluded between

Shopstory GmbH
FN 477145i
Brünner Straße 9 – 2120 Wolkersdorf im
Weinviertel / Lower Austria

("**Provider**")

and

Shopstory user with signed offer ("**customer**")

The Provider and the Customer are collectively referred to as the "**Parties**" and
each of them individually as a "**Party**".

1   Preamble

Shopstory GmbH ("**Provider**") specializes in performance marketing. The cloud service "Shopstory" is the first SaaS that automatically grows eCommerce businesses with the help of powerful AI and the creation of an immense data hub. It combines the knowledge of an eCommerce expert, a data scientist and an online marketing manager to create a comprehensive and easy-to-use recommendation engine.

2   Contract structure

2.1   This Agreement consists of this main text of this Agreement and the following attachments:

Annex 1: Offer | Description of services | Price sheet

Annex 2 - Online: Data processing agreement at
https://www.shopstory.ai/datenschutz

2.2   In the event of inconsistencies, the following order of precedence shall apply (from higher precedence to lower precedence): this Agreement and the corresponding attachments to this Agreement (these shall have the same precedence, inconsistencies between attachments and inconsistencies within a document shall be interpreted to reflect the interests of the Provider as closely as possible).

2.3   General terms and conditions of the customer do not apply.

3   Subject of the contract

3.1   The Provider shall enable the Customer to access the cloud-based platform "Shopstory" ("**Cloud Service**"). The concrete scope of services at the time of conclusion of the contract is described in the service description (Annex 1) ("**Services**").

3.2   Customer shall ensure that use of the Services complies with all (i) applicable legal and/or regulatory requirements applicable to the Cloud Service and/or Customer and (ii) technical, organizational and security requirements during the term of this Agreement.

3.3   The Customer may propose reasonable changes to the agreed services. Upon receipt of such a request, the Provider may, at its discretion, make an offer for such changes; however, it is not obligated to do so. The provider estimates the expected internal and external costs

as well as the required duration of the implementation and shall execute the change request after approval by the customer. The Provider shall charge on the basis of time and materials used, unless another billing method has been expressly agreed in writing.

3.4   The cloud service is not hosted by the provider itself, but the services of AWS are currently used. The provider is free to use another cloud service at any time. He will announce this to the customer on request.

4   Principles of service provision

4.1   Dates and deadlines stated in this contract or its annexes are non-binding unless the supplier has expressly designated them as binding.

4.2   The provider will use state-of-the-art technology and procedures (encryption, virus protection, firewall, spam filter, etc.) to secure the cloud service. Nevertheless, a successful attack on the cloud service can never be completely excluded. In the event of such an attack, the Provider shall only be liable if the security measures were not state of the art. The liability is limited in any case according to section 17).

4.3   Misuse of the cloud service is any use that is not explicitly permitted by contract. The Customer warrants to refrain from any improper use of the Cloud Service and to ensure that its employees as well as all other persons to whom it provides authorized access to the Cloud Service do not improperly use the Cloud Service.

4.4   For clarification, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

   (i)   Force majeure event;
   (ii)   misuse of the cloud service by the customer or by third parties;

   (iii) Error or failure of the Internet;

   (iv)   Malfunction or failure of Customer's computer systems or networks;

   (v)   scheduled maintenance work performed in accordance with this Agreement.

5 Cooperation services of the customer

5.1 The Customer shall provide its cooperation services free of charge and without express commissioning by the Provider. The parties may specify deadlines for the provision of cooperation services in the annexes to this contract. The cooperation services are contractual primary obligations of the customer.

5.2 During the term of this Agreement, Customer shall, among other things, provide the following cooperation services:

5.2.1 Ordering a contact person

The customer is obliged to provide a qualified contact person who is authorized to make all necessary decisions required to provide the contractually agreed service.

5.2.2 Information requirements

The Customer shall inform the Provider immediately and in writing about:

- the misuse or suspected misuse of the contracted service;

- a risk or suspicion of a risk to compliance with data protection or data security that arises in the course of providing the contractually agreed service;

- a risk or suspicion of a risk to the services provided by the provider, e.g. due to loss of access data or hacker attack.

The Customer shall bear the exclusive responsibility for all consequences resulting from failure to provide the aforementioned information to the Provider or failure to do so in a timely manner.

5.2.3 Customer shall at all times have in place adequate business continuity and disaster recovery systems and procedures so that Customer can ensure its operations through other methods in the event of an interruption or failure of the Cloud Service.

5.2.4 The Customer shall ensure that it sets up its online store (web store) in accordance with the Provider's specifications or complies with the technical and organizational requirements specified by the Provider.

6   Remuneration

6.1   In return for the use of the Cloud Service and the other services agreed herein, the Customer shall pay to the Provider the fees provided for in Annex 1. The Provider may provide further additional services subject to a charge (e.g. additional modules or functions), the use of which, however, is not obligatory for the Customer.

6.2   The Provider shall be entitled to adjust the respective ongoing charges specified in Annex 1 once per quarter to changing market conditions or due to technical innovations. If such an adjustment results in an increase of more than 25% compared to the price valid on December 31 of the previous year, the customer shall be entitled to terminate the contract in writing within a period of one quarter after the price adjustment takes effect with a notice period of 14 days to the end of the month.

6.3   If Customer is in default of any payment under this Agreement, Provider shall be entitled to (i) charge default interest in accordance with Section 456 of the Austrian Commercial Code and (ii) suspend access to the Cloud Service until all outstanding claims from Provider (including claims for default interest) have been satisfied by Customer.

7   Personal data collected and stored

Each party is obliged to comply with the data protection laws regarding the processing of personal data. In order to comply with the legal provisions on data protection, the parties conclude an agreement on data processing (Annex 2).

8   Rights of use (license)

8.1   Provider hereby grants Customer a non-exclusive, revocable, limited, non-transferable, non-assignable, non-sublicensable license to use the Cloud Service for Customer's internal business purposes during the term of the Agreement.

8.2   The license granted to Customer by Provider pursuant to Section 8.1 is subject to the following restrictions:

(i)   the Cloud Service may only be used by employees of the Customer; other persons may only use the Cloud Service after express approval by the Provider;

(ii)   the Customer may not sublicense access to and use of the Cloud Service;

(iii)   the customer must not allow unauthorized persons to access and use the cloud service;

(iv)   Customer may not publish or redistribute any content or materials from the Cloud Service; and

(v)   the customer may not make any changes to the cloud service.

8.3   Customer shall use reasonable efforts, including reasonable security measures with respect to account credentials and access details, to ensure that no unauthorized persons can gain access to the Cloud Service.

8.4   The customer is not allowed to use the cloud service:

(i)   use in a manner that causes or may cause damage to the Cloud Service or impairment of the availability or accessibility of the Cloud Service.

(ii)   Use in a manner that is unlawful, illegal, fraudulent, abusive or harmful.

8.5   Customer has no right to access the software code (including object code, intermediate code and source code) during or after the term.

8.6   Provider may suspend provision of the Cloud Service if any amount due Customer under this Agreement is past due to Provider and Provider has notified Customer in writing of its intent to suspend the Cloud Service on such basis at least 30 days after such amount is due.

9   Maintenance and support

9.1   Unless otherwise provided in this paragraph, the Provider shall not be obliged to correct any errors that occur, to perform maintenance work or to provide technical or other support in relation to the Cloud Service.

9.2   The Cloud Service is provided "as is". However, during the term of this Agreement, Provider will, at its sole discretion, maintain the Cloud Service as set forth herein by providing bug fixes, stability and performance enhancements and updates as it deems appropriate.

9.3 The Customer acknowledges that whenever the Provider has released a new version of the Software, the latest version of the Software must be used by all Users and all obligations provided for in the Agreement apply only to the latest version.

9.4 Vendor will provide support to Customer either directly or through its subcontractors:

Support includes software support by phone and by e-mail.

Support is provided on working days between 8 am and 5 pm CET. The following response times are agreed:

Difficulty level	Definition	Response times
1	**System failure**	4 hours on working days and 12 hours on all other days
2	**Critical** Loss of business or significant Impacts on the customer that jeopardize future productivity	8 hours on working days
3	**Urgent** High-impact problem where production is progressing but is significantly impacted; there is a time-critical problem that is important to long-term productivity and does not result in an immediate interruption of operations	Inside 2 working days
4	**Important** Important issue that currently has no significant impact on productivity	Inside 5 working days

All requests sent to support must include a detailed description of the error or problem.

If Provider receives an unreasonable number of requests that do not contain the information Provider reasonably needs to evaluate Support Services or receives requests that do not relate to Cloud Service errors, Provider may charge Customer reasonable additional support fees for handling such requests.

9.5 The provider does not promise continuous and uninterrupted availability and accessibility of the cloud service. The provider may limit the availability of the cloud service or certain areas or functions of the cloud service if this is expedient with regard to capacity limits, the security or integrity of the infrastructure and servers or to carry out maintenance measures.

9.6 The Provider shall be entitled to implement new elements as part of and/or as an addition to the Cloud Service at any time at its own discretion. If Provider provides Updates, such Updates shall be subject to this Agreement. Customer agrees that Provider is not obligated to further develop the Cloud Service, provide Updates or offer new features.

9.7 Provider may suspend the provision of Maintenance and/or Support Services if any amount due Customer under this Agreement is past due and Provider has notified Customer in writing of its intent to suspend Maintenance Services on such basis at least 30 days after such amount becomes past due.

9.8 If the Customer requires technical or other support in relation to the use of the Cloud Service, the Customer may conclude a support contract with the Provider for which a charge will be made.

10 Access to the cloud service

10.1 The technical requirements that the devices used by the Customer and their software must meet in order to be able to access the Cloud Service and use the Services shall be disclosed by the Provider to the Customer after testing the devices used by the Customer and their software ("**Onboarding Services**").

10.2 If an adaptation of the devices used is necessary to access the cloud service, the parties shall regulate these adaptation services in a separate contract. Such services are not the scope of this contract.

11 Economic data of the customer ("customer data")

11.1 Part of the service of the provider to process data of the customer. This includes in particular economic or product-related data. The Provider shall disclose the categories of data currently processed by the Provider to the Customer upon request.

11.2 The Customer acknowledges, understands and irrevocably agrees that the Provider may use, process and utilize the Customer Data transmitted by the Customer to the Cloud Service or the Customer Data collected by the Provider on an anonymous basis for any purpose (e.g. for benchmarking and creating analyses and evaluations also for other customers). This right is worldwide and comprehensive and also includes the use against payment as well as free of charge for any conceivable purpose, whether currently known or not unknown. This right does not end by termination of this contract and is irrevocable. However, the Provider is not entitled to disclose unprocessed Customer Data to third parties in a form that would allow direct identification of the Customer.

12 No assignment of intellectual property rights

Nothing in this Agreement shall cause any intellectual property rights to be assigned or transferred from Provider to Customer, except as otherwise expressly provided.

13 Secrecy obligations

13.1 Information is confidential information if it has been marked as such by the information provider, if in the case of oral transmission to the information recipient reference has been made to its confidentiality or if the confidentiality or worthiness of protection of the information results from its content or the circumstances of the investigation in a comprehensible manner as in particular in the case of trade and business secrets ("**Confidential Information**").

13.2 The parties:

(i)   must keep the Confidential Information strictly confidential;

(ii)   The Confidential Information may not be disclosed without the prior written consent of the relevant party and then only under the conditions specified by the party concerned in writing;

(iii) shall exercise the same degree of care in maintaining the confidentiality of the Confidential Information as the Party exercises in protecting its own confidential information of a similar nature, using at least a reasonable degree of care;

(iv) must act in good faith at all times with respect to the Confidential Information;

(v) shall not use any of the Confidential Information for any purpose other than the purposes specified herein in this Agreement.

14 Notwithstanding this Section, Provider may process and use Confidential Information as provided in Section 11.

14.1 Notwithstanding this Section, the Parties may disclose the Confidential Information to officers, employees, professional consultants, underwriters, agents and subcontractors who need access to the Confidential Information to perform their services with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information.

14.2 This Section 13 does not impose any obligations on the Parties with respect to Confidential Information that:

(i) are known to the other party prior to disclosure under this Agreement and are not subject to any other confidentiality obligation;

(ii) Is or becomes publicly known without any act or omission by the other party; or

(iii) is obtained by the other party from a third party under circumstances in which the other party has no reason to believe that a breach of confidentiality has occurred.

14.3 The restrictions in this Section 13 do not apply to the extent that Confidential Information is required to be disclosed pursuant to a law or regulation, a court or administrative order, or a request.

14.4 The provisions of this paragraph 13 shall remain in effect indefinitely after termination of this Agreement.

15 Term, termination

15.1 This Agreement shall enter into force upon signature by both parties and shall be concluded for an indefinite period.

15.2 For any preparations on the part of the customer, a "Grace Period" of 14 days from the signing of the contract is defined. Only from the 15th day the billing of the services starts.

15.3 Either party may terminate this contract by giving at least one month's notice before the end of the minimum term. This must be done in writing to invoice@shopstory.ai.

15.4 If the contract is not terminated in due time, it is automatically extended by the initial contract term. For a contract of one year, for example, this is an extension of exactly one year.

15.5 The Provider may terminate this Agreement immediately by written notice to the Customer if the Customer:

(i) is dissolved;

(ii) completely (or substantially completely) ceases its business activities;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) commits a material breach (such as breach of the terms of the license) of this Agreement.

16 Warranty

16.1 Customer acknowledges that software is never completely free of defects, errors and bugs. The Provider therefore gives no warranty or assurance that the Cloud Service is free of defects, errors and bugs. The nature, extent and timing of any bug fixes are the sole responsibility of the Provider.

16.2 The Customer acknowledges that software is never completely free of security vulnerabilities. Provider therefore makes no warranty or representation that the Cloud Service is completely secure.

16.3 Customer acknowledges that the Cloud Service is designed to be compatible only with the software and systems that Customer has specified to Provider during the onboarding process. Therefore, Provider makes no warranty or representation that the Cloud Service is compatible with any other software or systems.

16.4 Customer acknowledges that Provider makes no warranty of merchantability or fitness for a particular purpose.

16.5 Customer acknowledges and agrees that it is possible that the Cloud Service may occasionally be unavailable to allow for maintenance or other development activities. Provider will use reasonable efforts to post the details of any unavailability on its website and/or notify Customer by email in advance of the details of the unavailability. Such planned unavailability shall not entitle the Customer to any claims against the Provider.

16.6 The Provider's warranty obligation is limited to ensuring, with reasonable effort, that the Cloud Service functions essentially as described in the technical description, any agreed specification and in this Agreement. The choice of warranty remedies is the sole responsibility of the provider.

16.7 The data and information provided by the provider in the cloud service are recommendations and calculations that the provider has prepared with reasonable care. The provider is not liable for their accuracy and is in particular not obliged to correct any errors therein. The customer is obliged to always also check and validate this data, information and recommendations himself and to evaluate them himself before putting them into practice.

17   Liability

17.1 The data and information provided by the Provider in the Cloud Service are recommendations and calculations that the Provider has made with reasonable care. As stated above, the provider is not liable for their accuracy or their occurrence in the future. However, the provider is liable for a careful approach to their preparation.

17.2 The liability of the provider for damages caused only by slight negligence is excluded in any case.

17.3 The liability of the provider for damages caused by gross negligence is limited to contract-typical, foreseeable damages and amounts to a maximum of the sum of the fees actually paid by the customer to the provider in this year for all cases of damage occurring in one year. Liability for loss of profit, for indirect and for immaterial damages is excluded except in the case of intent.

17.4 Liability for personal injury is not subject to any limitation.

17.5 The above liability provisions are exclusive and apply to both contractual and non-contractual claims. The customer therefore waives all further claims and rights under applicable law for breach of contract, breach of warranty and in respect of any pre-contractual liability from the supplier.

18 Indemnification

Customer shall fully indemnify and hold Provider harmless from and against any and all claims (i) by its affiliates, agents, employees, suppliers, distributors, business partners and any other legal or natural person that may arise as a result of or in connection with Customer's or any other party's use of the Cloud Service, (ii) resulting from any misuse of the Cloud Service by Customer or by any third party to whom Customer has provided access to the Cloud Service.

19 Subcontractor

The Provider may engage subcontractors to provide the services. Insofar as this is necessary due to legal regulations, the Provider shall disclose these subcontractors to the Customer.

20 Naming as reference customer

The Customer grants the Provider the right, unlimited in time, to use the Customer as a reference customer using its company name and logo, in particular but not limited to on websites and in print materials.

21 Language

21.1 As a general rule, all documents prepared in the course of providing the Services under this Agreement shall be in the following languages:

(i) The contract and all annexes and appendices, as well as documents from general contract management such as invoices, performance records, requests for contract amendments, etc. in German or English.

(ii)   All manuals, operating instructions and technical documents: English or German.

22   General

22.1   Should individual provisions of the contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the contract or any other agreements made. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same shall apply in the event that the parties subsequently determine that the contract or any other agreement made is incomplete.

22.2   Neither party may assign, transfer, encumber, license or otherwise deal with or dispose of any contractual rights or obligations under this Agreement without the prior written consent of the other party.

22.3   This Agreement constitutes the entire agreement between the parties with respect to subject matter hereof and supersedes all prior agreements, understandings and agreements between the parties with respect to such subject matter.

22.4   This Agreement between the Customer and the Provider, including any questions regarding the valid formation of a contractual relationship and including any disputes, shall be governed by the laws of the Republic of Austria, excluding its conflict of laws and conflict of laws rules.

22.5   For any disputes between the Customer and the Provider, including any questions regarding the valid formation of a contractual relationship and including any disputes, the court competent for Vienna in commercial matters shall have exclusive jurisdiction.