

# Master Subscription Agreement (“MSA”)

of Aurigin.ai Ltd (“Aurigin.ai”, “Provider”, “we”, “us”, or “ours”), Giesshübelstrasse 62b, 8045 Zürich, Switzerland  
dated June, 2025

## 1 Scope

**1.1** This MSA governs the use of Aurigin.ai’s proprietary software for the detection of AI-generated and/or deceptive digital communication, accessible either through the Aurigin.ai App or the Aurigin.ai API (the “Software”) and any other services provided by us (collectively, the “Services”).

**1.2** The Services are accessible to all organizations except direct competitors or as otherwise specified in the Agreement. Competitors are prohibited from accessing the Services unless Aurigin.ai consents to such access in advance.

**1.3** Any order by a party entering into an agreement with Aurigin.ai to access the Services (“Customer”) is subject to review and acceptance by the Provider. The Customer and the Provider are each referred to herein as a “Party” and, collectively, as the “Parties”.

**1.4** The “Agreement” between the Customer and Aurigin.ai consists of this MSA and, if applicable, the order form or other personalized offer (“Order Form”) provided by Provider (collectively, the “Agreement”). All documents referenced in this MSA, as published on the website on the

Effective Date, are incorporated by reference and made part of this Agreement unless explicitly stated otherwise. The “Effective Date” means the date specified in the Order Form or, in the absence of an Order Form, the date the Customer starts using the Services.

**1.5** Individuals may access the Services either directly—thereby becoming a Customer under this MSA—or as a “User” through an existing Customer. The Customer shall ensure that any User accessing Services under his/her account/Agreement, agrees to and complies with all obligations of this MSA.

## 2 Services

### 2.1 Aurigin.ai App

**2.1.1** “Aurigin.ai App” or “App” means Aurigin.ai’s Software accessible via web app and/or desktop app, and any add-ons as specified in the applicable Order Form.

**2.1.2** If any functionality, module, feature, add-on, or other component of the App or any other Services is provided free of charge, the Provider reserves the right, in its sole discretion, to terminate such free component at any time without any obligation to provide a substitute or alternative.

- 2.1.3 To ensure the App remains up to date and effective, Aurigin.ai may modify or discontinue individual components of the App at any time, provided that such modifications or discontinuations do not materially diminish the overall functionality or availability of the Services for paying Customers during their current subscription term.

## **2.2 Aurigin.ai API**

- 2.2.1 In addition to the App, we provide an application programming interface (the “Aurigin.ai API” or “API”) for Customers who wish to integrate the Software into their products/services.

- 2.2.2 The API is provided as a standardized interface, unless otherwise agreed in the Order Form.

## **2.3 Updates and Upgrades**

- 2.3.1 Updates and upgrades will be made to the Software from time to time by the Provider.
- 2.3.2 Unless otherwise specified in the Agreement, updates, Software patches and bug fixes are free of charge. Upgrades are subject to additional fees unless the Agreement specifies otherwise.
- 2.3.3 To the extent that the implementation of updates is within the Customer’s area of control, the Customer shall ensure that updates are implemented within a reasonable period after being made available. If the Customer fails to apply updates, any additional work required by

the Provider due to the delayed update will incur an extra fee.

## **2.4 Aurigin.ai Support**

- 2.4.1 Aurigin.ai provides remote support (usage guidance) to paying Customers and Users on business days (Monday to Friday, excluding public holidays) from 8:00 a.m. to 6:00 p.m. via email (support@aurigin.ai). The usual response time is one business day.

- 2.4.2 Should the support requirement of a Customer exceed the standard scope, it will be invoiced on an hourly basis (standard rates Provider).

## **2.5 Tailored Solutions**

- 2.5.1 In addition to the above Services, the Provider can offer tailored solutions, as specified in the Order Form (“Tailored Solutions”), to meet specific Customer requirements. Tailored Solutions are, unless otherwise agreed in the Order Form, paid for on an hourly basis (standard rates Provider).

- 2.5.2 The specific scope, specifications, and delivery timelines for the Tailored Solutions shall be as set forth in the applicable Order Form. The Provider shall use commercially reasonable efforts to deliver the Tailored Solutions in accordance with such specifications and timelines, provided that the Customer timely fulfills all of its obligations necessary for the Provider to perform, including but not limited

to providing necessary access, information, and approvals.

- 2.5.3 Upon delivery of any Tailored Solution or portion thereof, the Customer shall have fifteen (15) days (the "Test Period") to test such deliverable to confirm it meets the specifications set forth in the Order Form. If the Customer identifies any material non-conformity during the Test Period, the Customer shall provide written notice by email to the Provider detailing the defect. The Provider shall then have two (2) attempts to remedy such defect within a reasonable timeframe. If the Provider fails to remedy the defect after two attempts, the Customer may, at its option: (i) allow additional remedy attempts; (ii) accept the deliverable with a mutually agreed adjustment to the fees; or (iii) terminate the applicable Order Form for such Tailored Solution and receive a partial or full refund of any prepaid fees for undelivered work. If the Customer does not provide written notice of any defect within the Test Period, the deliverable shall be deemed accepted. This section does not apply to Tailored Solutions that are not intended to be tested.

- 2.5.4 Prior to final delivery and acceptance of a Tailored Solution, the Customer may request modifications to the specifications by submitting a written change request to the Provider. The Provider shall review such request and provide a written response indicating whether the modification is feasible and any

impact on timelines, costs, or other terms. No modification shall be binding unless mutually agreed in writing by both Parties. The Customer acknowledges that modification requests may result in adjustments to the delivery schedule and fees.

### **3 Account, Subscription, Credits, Fees, Payment**

- 3.1 Account.** When registration is done via App or if access to the Software through the API is purchased, an account is created and we generally confirm the registration (account activation). The information required for registration must always be correct and complete and we must be informed of any subsequent changes by email (to [support@aurigin.ai](mailto:support@aurigin.ai)).

- 3.2 Subscription.** Customer can choose a monthly/annual subscription for (a) a specific amount of credits that can be used with the Software, or (b) a certain number of Users allowed to use the Software via the App (collectively, a "Subscription").

The Provider may also offer use of the Software without a Subscription. In this case, a pay as you go model applies.

#### **3.3 Credits/Subscription upgrade.**

The credits are allocated on a monthly basis, irrespective of the Subscription term. Any unused credits expire at the end of the month (no roll over).

Credits are mirrored in Customers virtual wallet (the "Wallet") and

are consumed whenever the Software is used. If all credits are exhausted before the end of a month, either:

- (a) a fee per additional credit used is charged, i.e., you automatically switch to a pay as you go model (default solution), or
- (b) Customer upgrades to a higher-tier Subscription.

Customers paying per User (see section 3.2 (b)) can switch to a higher tier Subscription, if the number of Users is no longer sufficient .

**3.4 Free trial.** We may provide a free trial, which may include a certain amount of free credits for a certain Subscription or a free trial for a certain amount of time and/or number of Users (collectively, "Free Trial"). Any benefits of a Free Trial expire if not used in time.

**3.5 No bank.** Aurigin.ai is not a bank or financial institution, and any Wallet is not a bank account. Credits in the Wallet are solely meant for the use within the Services.

**3.6 Fees.** The fees of the Services are specified in the Order Form or when you choose a Subscription/usage model. Any price information on the website (outside the web account) or in other advertising materials is non-binding and does not constitute an offer. Provider reserves the right to modify, update, or discontinue any prices or offers at any time without prior notice.

**3.7 Payment.** Fees are either (i) invoiced directly by Provider or (ii) paid via a third party payment provider. The third party payment provider responsible at the time these MSA takes effect is Stripe Payments Europe, Limited, 1 Grand Canal Street Lower, Grand Canal Dock, Dublin D02 H210, Ireland ("Stripe"). The Terms and Conditions of Stripe Payments Europe (<https://stripe.com/de-ch/legal/consumer>) are deemed to have been read, understood, and accepted by the User. In particular, both Customer and User acknowledge that fees and interest may apply. For any questions regarding payments through Stripe, Stripe is solely responsible. In case of complaints in this regard, please contact Stripe directly.

**3.8 Currency, Taxes.** Unless otherwise stated in the Order Form:

- (a) all prices are in Swiss Francs (CHF);
- (b) all prices are subject to any applicable value-added, sales or other taxes, duties or charges imposed on the Services ("Taxes"). The Customer is responsible for the payment of all Taxes associated with the Services unless the Customer provides the Provider with a valid tax exemption certificate approved by the appropriate tax authorities. If the Provider becomes liable for such Taxes, for whatever reason, the Customer undertakes to

immediately reimburse the Provider. The Parties agree, where possible, on a reverse charge procedure to simplify the payment of Taxes;

- (c) the Customer is responsible for any bank or other fees incurred in the payment of the Services. All amounts are to be paid in full without any set-off, deduction or withholding.

**3.9 Expenses.** Any applicable expenses by the Provider are specified in the Order Form. Any additional expenses require the Customer's prior approval.

**3.10 Payment Date.** All invoices are due in full within fifteen (15) days of receipt, or as otherwise specified in the Order Form.

Upon expiration of the payment term, the Customer will be in default without the need for a reminder or overdue notice. The Provider is entitled to charge interest on overdue payments at a rate of 5% per annum, calculated from the invoice date until full payment, including all accrued interest, is received.

Annual or monthly charges/fees for use of the Services will be invoiced/charged in advance of the relevant period.

## **4 Intellectual Property**

**4.1 Ownership.** Aurigin.ai owns and shall retain sole and exclusive ownership of the Aurigin.ai App, API, any Tailored Solution, and any other service (or product) provided under this Agreement (collectively the "Service

Technology"), including all IP Rights (as defined below) related thereto, as well as any improvements, developments, modifications, or changes made to any of the foregoing during the term of this Agreement, whether by Provider, the Customer, the User or any third party.

Intellectual Property Rights" or "IP Rights" means all worldwide rights, title, and interest in and to any and all intellectual property, including but not limited to patents, utility models, designs, copyrights (including moral rights), trade secrets, confidential information, trademarks, service marks, trade names, domain names, mask work rights, database rights, rights in computer software (including source code and object code), algorithms, inventions, discoveries, improvements, developments, processes, methods, techniques, know-how, and any other intellectual property or proprietary rights of every kind and nature, whether now known or hereafter existing, whether registered or unregistered, capable of registration or not, or protectable under applicable law or not, including any applications for registration, renewals, extensions, and all other related rights, the rights to sue for past, present, and future infringement or misappropriation, and all goodwill associated therewith.

Notwithstanding anything to the contrary in the Agreement, including the Order Form, the

Customer explicitly acknowledges that no rights, titles, or interests in the Service Technology or IP Rights related thereto are assigned, transferred, or conveyed under this Agreement. Except as expressly provided in section 4.2, no license or other rights are granted to the Service Technology.

- 4.2 License.** Subject to the terms and conditions of this Agreement, including the payment of all applicable fees, Provider hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable, limited license to use the Aurigin.ai Service Technology, solely for the Customer's business purposes during the term of this Agreement.

Any open source or third-party software included in the Service Technology will be provided in accordance with the open source or third-party license.

- 4.3 Customer Content.** The Customer is the sole and exclusive owner of its own content, logos, marks, etc. and any related IP Rights, and will retain all rights, title and interest in such content and works. The Customer grants Provider a limited right to use such content and works during the term of this Agreement, if and to the extent necessary to provide the Services to the Customer.

- 4.4 User Content.** The Customer or its Users may upload content such as speech recordings and other digital communication files to the App ("User Content"). The Customer or its respective User

retains all proprietary rights to the original recordings. By uploading the User Content, the Customer or its respective User grants Aurigin.ai a non-exclusive, non-transferable, non-sublicensable, limited license to store, reproduce, process, analyze, modify and use such User Content for the purposes of:

- (a) providing the Services; and
- (b) developing and improving Service technology.

The Customer confirms having all necessary rights and consents to upload the recordings and to grant the license above, including the rights and consents of any third parties who may appear in the recordings.

## 5 Further Obligations

- 5.1 Customer Obligations.** The Customer shall (i) not distribute, or otherwise make available the Service Technology to any third party without Provider's prior written consent; (ii) not reverse engineer, disassemble or decompile, or attempt to reverse engineer, disassemble or decompile the Service Technology; (iii) comply with all applicable laws and regulations in connection with its use of the Service Technology, in particular by refraining from any violation of personality rights, criminal acts involving the secrecy or private sphere of others, breaches of data protection laws, or infringements of labor law; (iv) offer the necessary assistance with regard to failure analyses, and promptly



report or forward any complaints and claims related to the Services, (v) not modify or alter the Service Technology (including future versions) in any way (other than through the configuration options provided by Provider) without Provider's prior written consent; (vi) not create derivative works of the Service Technology; (vii) not copy or otherwise reproduce, in whole or in part, the Service Technology; (viii) not modify or remove any labels or copyright notices in Provider's Services; (ix) not manipulate Provider's Services and infrastructure; (x) not use the Services for illegal, unfair or offensive purposes; (xi) not distribute viruses, Trojan horses or other malicious software through the Services, (xii) not scrape the Services by means of automated scripts, (xiii) not circumvent or attempt to circumvent any technical limitations or restrictions of Aurigin.ai's Services, and (xiv) not to use the Services in such a way that Aurigin.ai would be subject to regulatory supervision, responsibility or otherwise obliged to comply with legal provisions.

- 5.2 User Obligations.** Users shall (i) use the Services only in accordance with these Terms and all applicable laws and regulations; (ii) refrain from uploading or otherwise making available any content that is unlawful, offensive, infringing, or otherwise violates third-party rights or does not comply with data protection, privacy, and intellectual property laws; (iii) not

misuse the Services in a manner that may harm, disable, overburden, or impair any of Aurigin.ai's systems or interfere with other's access rights; (iv) not attempt to gain unauthorized access to the Services or related systems or networks; (v) not reverse engineer, decompile, or otherwise attempt to extract the source code of the Service Technology; (vi) not use the Services for any unlawful, misleading, or fraudulent purpose; and (vii) cooperate reasonably with Aurigin.ai in investigating and resolving any issue related to the User's use of the Services.

The User is responsible for maintaining the confidentiality of their login credentials and any other information related to their account. The User expressly agrees not to share these credentials with others; they may only be used by the individual to whom they have been assigned.

## 6 Warranty

The Services are provided on an "AS IS" basis, and the Provider and its affiliates make no warranties, and any and all warranties are excluded, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, quality, or fitness for a particular purpose, unless otherwise explicitly stated in the Order Form.

Customer acknowledges that the Services are performed in a rapidly evolving field. Thus, Provider cannot and does not

guarantee an error-free functionality, operability, or suitability for any intended use of the Software or any other Service. In particular, the Provider disclaims any representation or warranty, that the Software does not make any errors when assessing potentially AI-generated and/or deceptive digital communication. By using the Services, Customer assumes all risks associated with its use, including the risk that the Software may make misjudgments. Provider shall not be liable for any damages, losses, or claims arising from the use or inability to use the Software.

## **7 Limitation of Liability**

**7.1 General.** Unless a specific section explicitly provides for a full exclusion of liability to the maximum extent permitted by law, the limitations and exclusions of liability set forth in this section 7 shall apply to all sections of this Agreement.

**7.2 Limitation.** PROVIDER'S AND CUSTOMER'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL NOT EXCEED THE SERVICES PURCHASED THAT GAVE RISE TO THE RELEVANT CLAIM, PROVIDED THAT IF THE AGREEMENT IS CONCLUDED FOR A TERM EXCEEDING 12 MONTHS, THE TOTAL AGGREGATE LIABILITY SHALL BE LIMITED TO THE AMOUNT DUE DURING THE LAST 12 MONTHS OF THE AGREEMENT PRIOR TO THE CLAIM. NEITHER PARTY WILL BE

LIABLE FOR ANY LOST PROFITS, REVENUE, BUSINESS, VALUE, CUSTOMERS, ANTICIPATED SAVINGS, DATA, REPUTATION, GOODWILL OR INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT WILL EXCLUDE OR LIMIT IN ANY WAY THE LIABILITY FOR (i) ANY INFRINGEMENT OF THE PROVIDER'S RIGHTS PERTAINING TO ITS SERVICE TECHNOLOGY, OR (ii) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, DEATH, PERSONAL INJURY, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **7.3 Infringement of Third-Party**

**Rights.** The Provider shall indemnify, defend, and hold harmless the Customer, its affiliates, and their respective officers, directors, employees, and agents (collectively, the "Indemnitees") from and against any and all valid claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or related to any actual negligence, willful misconduct, or breach of this Agreement by the Provider in connection with the Provider's Services that result in the infringement of any third party's intellectual property rights, provided that (i) the Customer immediately notifies the Provider of the claim and the impending assertion of a claim, (ii) the



Provider is granted sole authority to investigate, defend or settle the claim, and (iii) the Provider is provided with the requested assistance in investigating, preparing, defending and settling the claim, subject to reimbursement of the Customer's reasonable expenses.

- 7.4 Exclusion.** The Customer shall fully indemnify, defend, and hold harmless the Provider, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees and expenses), judgments, and penalties arising out of or related to: (i) the Customer's misuse, improper use, handling, storage, alteration, or unauthorized modification of the Service Technology; (ii) the Customer's violation of any applicable laws, regulations, or the Customer's failure to obtain necessary licenses, permits, or consents in connection with the export, installation, or use of the Service Technology; or (iii) any action, proceeding, or claim brought against the Provider for infringement of any existing rights of a User or any third party, including but not limited to intellectual property rights, in connection with the use, misuse, or modification of the Service Technology by the Customer or any third party acting on the Customer's behalf.

## **8 Confidentiality, Data Protection**

- 8.1 Confidentiality.** The Parties agree to keep the Confidential Information (as defined below) strictly confidential and to take all reasonable precautions to prevent its unauthorized use or disclosure. The Parties agree not to use the Confidential Information for any purpose other than the performance of this Agreement.

Without limitation, any non-public information disclosed by one Party to the other and any information in connection with the Service technology is considered "Confidential Information". Other "Confidential Information" includes information that is (i) designated as such in writing or in another tangible form by the disclosing Party at the time of disclosure and clearly marked as "confidential," "proprietary," or similar; (ii) if initially disclosed orally or in another intangible form, designated as "confidential," "proprietary," or similar at the time of disclosure, and subsequently confirmed in tangible form and provided to the receiving Party by the disclosing Party within 30 days of the initial disclosure; or (iii) otherwise reasonably considered confidential at the time of disclosure.

Notwithstanding the foregoing, Confidential Information does not include any information that (i) is now or at a later date generally available to the public through no fault of the Receiving Party; (ii) was demonstrably in the

Receiving Party's lawful possession prior to its disclosure by the disclosing Party; (iii) was independently developed by a Party without the use of Confidential Information; or (iv) a Party lawfully receives from a third party that has the right to disclose the Confidential Information.

**8.2 Data Protection.** Each Party shall comply with the data protection laws applicable to the respective Party.

Information on how the Provider processes personal data is available in the Privacy Notice available on our website.

Where the Provider processes personal data as a data processor on behalf of the Customer, such processing shall be governed by the Data Processing Addendum (DPA) in the annex of this Agreement.

The Customer is responsible for ensuring that the processing of personal data through the Services complies with applicable legal requirements, including obtaining any necessary consents. The Provider does not currently provide specific technical solutions for the enhanced protection of sensitive personal data (as defined under applicable laws, including special categories of data under Article 9 GDPR).

The Customer shall indemnify the Provider against any claims, losses, or liabilities arising from the Customer's unauthorized processing of personal data through the Services.

## 9 Term, Termination

**9.1 Term.** The term of the Agreement is specified in the Order Form or when you choose a Subscription/usage model (see section 3.2). After the initial term, this Agreement will be automatically renewed for successive terms of the same length.

**9.2 Termination.** The Customer may terminate the Agreement at any time in writing (e.g., by e-mail) or by deleting the account at least thirty (30) days prior to the expiration of the term.

The Provider may terminate the Agreement at any time in writing (e.g., by e-mail) at least thirty (30) days prior to the expiration of the term of 1 year or ten (10) days prior to the expiration of the term of 1 month.

Either Party may terminate this Agreement in writing (e.g., by e-mail) at any time (i) in the event of a material breach of this Agreement by the other Party not cured within thirty (30) days after written notice of such breach, or (ii) if the Services are used in a manner not in accordance with this Agreement.

Upon termination any rights of use and other rights granted to the Customer under this Agreement are terminated, and the Customer agrees to immediately pay all outstanding costs, fees and otherwise owed amounts. For the avoidance of doubt, it is stated that in the event of premature termination for which the Customer is responsible, the costs,

fees and other amounts owed will be owed for the entire term of the Agreement.

Any unused credits will expire upon termination (without any compensatory claims) and cannot be refunded or transferred.

The rights and obligations of the Parties that by their nature or context are intended to survive the termination or expiration of this Agreement shall survive, including, but not limited to, obligations regarding confidentiality, indemnification, limitation of liability, and any accrued rights or payment obligations.

## **10 Miscellaneous**

**10.1 Marketing.** The Customer agrees that Aurigin.ai may, during the term of the Agreement and after its termination, use the Customer's name and logo as well as respective case studies on its website and in other materials (flyers, brochures, presentations, use cases, newsletters, etc.), and may name the Customer as a customer or User. The Customer may revoke this permission, in whole or in part, at any time by written notice (e.g., by e-mail).

In addition, the Customer agrees to receive information about Aurigin.ai's Services and offers (e.g., via e-mail) during and after termination of the Agreement. The instructions for opting out of these mailings can be found in the corresponding messages.

**10.2 Entire Agreement.** This Agreement (as defined in section 1.4) constitutes the entire Agreement between Provider and the Customer with respect to the Services and supersedes any agreement or understanding with respect to the subject matter hereof that may have been concluded prior to the Effective Date. Any additional agreements are null and void, unless expressly incorporated into and referenced within an Order Form issued by Provider and duly executed by both parties in accordance with the terms of this Agreement.

**10.3 Severability.** If at any time any provision or part of a provision of this Agreement is or becomes invalid or unenforceable, then neither the validity nor the enforceability of the remaining provisions or the remaining part of the provision will in any way be affected or impaired. In this case, Aurigin.ai undertakes to immediately replace the invalid provision with a valid provision which best reflects the original intention in terms of its content.

**10.4 Assignment.** Neither Party may assign its rights or obligations under this Agreement to any third party without the prior written consent of the other Party (which will not be unreasonably withheld); provided, however, that either Party may assign this Agreement in its entirety (including all Order Forms), without the consent of the other Party, to an affiliate or in connection with a merger, acquisition, corporate

reorganization or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will be binding upon and inure in its entirety to the benefit of any successors permitted in accordance with this section.

#### **10.5 Amendments to this Agreement.**

Any amendments to this Agreement will be made in writing (whereby any electronic form of text signed electronically by the authorized representatives also satisfies the requirements of written form under this Agreement). Notwithstanding the foregoing, Aurigin.ai reserves the right to amend this Agreement at any time by notifying the Customer (e.g., by e-mail). If the Customer does not object (by e-mail) within thirty (30) days after the notification, the Customer is deemed to have agreed to the changes.

#### **10.6 Force majeure.** If the Provider is prevented or delayed from performing any of its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, natural disasters, pandemics, acts of government or regulatory authorities, strikes or other labor disputes, war, civil unrest, acts of terrorism, fire, embargoes, shortages in supply, or delays caused by third-party suppliers due to any such events, the Provider shall be excused from such performance for the duration of the event causing the prevention or delay. The Provider shall use all reasonable efforts to

mitigate the impact of such events and to resume performance as soon as reasonably possible, provided that no such event shall excuse the Customer from making payments due under this Agreement.

#### **10.7 Applicable Law and Jurisdiction.**

This Agreement and any other agreements in connection with the Services will in all respects be governed by, construed and enforced in accordance with the laws of Switzerland (without regard to conflict of law principles or international treaties that would result in the application of any law other than Swiss law). All disputes arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the state courts of Zurich, Switzerland.

# Data Processing Addendum ("DPA")

## 1 Principle

**1.1** This DPA is applicable if, in the context of the performance of the Agreement between the Parties, Aurigin.AI ("Processor") processes personal data as a data processor on behalf of the Customer ("Controller").

**1.2** In this case, this DPA is an integral part of the Agreement. The provisions of the MSA are fully applicable in connection with and supplement this DPA, except where this DPA contradicts the MSA.

## 2 Applicable Data Protection Law

**2.1** "Applicable Data Protection Law" means:

- (a) the Swiss Federal Act on Data Protection (FADP);
- (b) if and to the extent applicable, the EU General Data Protection Regulation (GDPR).

## 3 Subject Matter, Nature and Purpose of Processing

**3.1** Subject matter of the processing and therefore this DPA is the personal data of third parties the Processor processes to fulfill the Agreement ("Personal Data").

**3.2** This includes the following categories of data:

- (a) identification, contact and login data;
- (b) digital communications to be scanned (if processed on our servers);
- (c) technical data including usage data.

**3.3** The categories of data subjects affected by the processing include:

- (a) users;
- (b) individuals whose digital communications Users scan with our Software.

**3.4** The purpose of processing is to provide the Software and, if applicable, other Services in accordance with the Agreement. This includes the performance of necessary auxiliary functions (e.g., error monitoring, support).

In addition, the Processor:

- (a) analyzes certain technical data of the Users for the purpose of improving its Services;
- (b) may use uploaded digital communication files to train its AI models if the User who uploads them gives the Processor leave to do so. Conversely, digital communications scanned in real time are exempt from model training.

- 3.5** The type of processing includes the activities necessary to achieve these purposes, in particular the collection, recording, organization, storage, adaptation or alteration, retrieval, use, transmission, provision, reconciliation, linking, erasure or destruction of personal data.

#### **4 Processing according to Controller's Instructions**

- 4.1** The Processor processes the Personal Data in accordance with this DPA, the Agreement in general, and any additional documented instructions by the Controller.
- 4.2** Instructions going beyond the contractual agreements are subject to additional charges. This does not apply if the relevant instructions are demonstrably necessary to prevent or put an end to a breach of Applicable Data Protection Law the Processor is responsible for.
- 4.3** The Processor will inform the Controller without delay if it believes that any of the Controller's instructions violate Applicable Data Protection Law.
- 4.4** If the Processor is legally required to process the Personal Data in a manner inconsistent with the contractual agreements or the Controller's additional instructions, it will inform the Controller of this legal requirement prior to the processing. Cases in which the applicable law prohibits informing the Controller for important

reasons of public interest are reserved.

#### **5 Data Security**

- 5.1** The Processor takes appropriate technical and organizational measures to ensure an adequate level of data security within the meaning of Applicable Data Protection Law.
- 5.2** The Processor regularly monitors its internal processes and the technical and organizational measures to ensure that an appropriate level of data security within the meaning of Applicable Data Protection Law is maintained with regard to the processing activities in its area of responsibility.
- 5.3** The Processor ensures that its employees or other persons authorized to process the Personal Data are subject to appropriate contractual or statutory confidentiality requirements.

#### **6 Cooperation regarding Legal Obligations**

- 6.1** The Processor will provide the Controller with reasonable support in fulfilling its obligations under Applicable Data Protection Law, in particular:
- (a) toward the competent data protection authorities;
  - (b) toward data subjects, in particular when they exercise their rights in accordance with Applicable Data Protection



Law (e.g. right to rectification, deletion or access);

- (c) in case the Controller conducts a data protection impact assessment.

**6.2** The Controller will bear the cost of these services to the extent that they exceed the due fulfillment of the Agreement. Cases where the support is demonstrably necessary due to a breach by the Processor of Applicable Data Protection Law or of its contractual obligations are reserved.

**6.3** If a data subject or an authority contacts the Processor with an inquiry regarding the Personal Data, the Processor will not respond to the request on its own authority, but immediately forward it to the Controller. The Processor will not be liable if the Controller does not answer the request, or answers it incorrectly or not in a timely manner.

## **7 Subprocessors**

**7.1** The Controller agrees to the use of the subprocessors listed in the Appendix to this DPA.

**7.2** The processor may engage further subprocessors for the fulfillment of the Agreement. The Processor will inform the Controller 30 days in advance of any intended engagement of a new subprocessor.

- (a) If the Controller rejects the new subprocessor for objective reasons and the Processor cannot offer a reasonable

alternative, the Controller may terminate the Agreement for exceptional reasons.

- (b) If no rejection is made within the aforementioned period, the new subprocessor shall be deemed approved.

**7.3** The Processor will impose essentially the same data protection obligations on its subprocessors as are set out in this DPA.

## **8 International Transfers**

**8.1** The Processor will only transfer Personal Data to organizations outside Switzerland, the EU, and the EEA in compliance with the provisions of Applicable Data Protection Law on international data transfer.

**8.2** In the case of transfers to countries with an inadequate level of data protection, the Processor will ensure protection of the Personal Data by means of sufficient guarantees within the meaning of Applicable Data Protection Law.

## **9 Proof of Compliance and Inspections**

**9.1** Upon request, the Processor will provide the Controller with appropriate proof of compliance with the obligations under this DPA.

**9.2** If an inspection by the Controller or an external auditor commissioned by the Controller is required, it will be conducted

during normal business hours without undue disruption of operations. As a rule, the Controller will notify the Processor prior to the inspection and give it reasonable lead time.

**9.3** The Controller bears the cost of the inspection unless the inspection is demonstrably necessary due to a breach by the Processor of Applicable Data Protection Law or of its contractual obligations.

**9.4** The Processor may refuse an inspection by an external auditor if the external auditor is not appropriately qualified or independent, is in a direct competitive relationship with the Processor, or is otherwise obviously unsuited.

**9.5** The Processor will in no event be required to disclose the following data to the Controller or its external auditor:

- (c) data of the Processor's other customers;
- (d) internal accounting or financial data;
- (e) trade secrets;
- (f) data the disclosure of which is not permitted for legal reasons;
- (g) data the disclosure of which is not necessary for the exercise of the rights set forth in this clause.

## **10 Data Breach**

**10.1** The Processor will notify the Controller without delay if it becomes aware of a data breach in its area of responsibility. The Processor will provide the Controller with sufficient information to enable the Controller to comply with its obligations to notify the competent authorities and/or inform affected data subjects.

**10.2** The Processor will, in cooperation with the Controller, take appropriate measures to investigate and remedy the breach.

## **11 Surrender and Deletion of Personal Data**

**11.1** Upon termination of the Agreement or at any time upon the Controller's written request (text form is sufficient):

- (h) the Processor will surrender to the Controller a complete copy of the Personal Data it has stored; and/or
- (i) the Processor will delete the Personal Data, to the extent permitted by law.

**11.2** The Personal Data will be surrendered in a commonly used format of the Processor's choice. If the Controller requests a special format and as a result, the Processor is faced with a significant additional expense, the Controller will compensate the Processor for the additional expense incurred.

## 12 Term and Termination

**12.1** The term of this DPA concurs with the term of the Agreement.

**12.2** Nevertheless, the provisions of this DPA will apply to any data

processing within its meaning taking place after the end of the Agreement for as long as such data processing continues.

### Appendix: List of Subprocessors

Subprocessor	Address	Service	Data location
<a href="#">Amazon Web Services EMEA SARL</a>	38 Avenue John F. Kennedy, Luxemburg	Cloud hosting	EU