SaaS Basic Contract
Contract about usage of finAPI "Software-as-a-Service"

1. Preamble

finAPI is a fintech company licensed and registered by BaFin (German Federal Financial Supervisory Authority) for account information services and payment initiation services.

With its products, finAPI offers multifunctional software that enables, among other things, flexible connection of third-party bank accounts. Furthermore, finAPI offers application possibilities, such as in the areas of multibanking, financial home, automatic payment reconciliation in accounting, credit checks for automated digital lending, for example, as well as analysis of customer data for consulting optimization.

The Client would like to retrieve account information, payment initiation services or information for creditworthiness analyses online via the finAPI software solution, which are provided to Client Customer's via a "REST API" so that they can be used flexibly in different applications and front-end scenarios. These may be own accounts of Client or accounts of Client Customer's (hereinafter also referred to as "End Customers").

2. Subject matter of the contract

2.1 The following provisions of this Software as a Service Agreement govern the legal relationship between finAPI GmbH, Adams-Lehmann-Str. 44, 80797 Munich / Germany ("finAPI") and its customers ("Business Customer"), jointly referred to as the "Parties", regarding the use of the provision of software from the finAPI product range ("Contract Software"). The rights and obligations arising from this Agreement shall only apply within the Parties to this Agreement. A protective effect in favour of third parties is not associated with this.

2.2 The agreed scope of use of the contractual software is based on the products ordered and the associated service descriptions in accordance with Section 5 of this contract, which are available as attachments. The business customer of finAPI is an entrepreneur within the meaning of § 14 of the German Civil Code (BGB), i.e. a natural or legal person or a partnership with legal capacity, which acts in the exercise of its commercial or independent professional activity ("entrepreneur") when concluding the legal transaction: § 312i para. 1 no. 1, 2 and 3 as well as § 312i para. 1 sentence 2 BGB, which provide for certain obligations of finAPI in contracts in electronic business transactions, are hereby waived.

3. Conclusion of the online contract

A contract in accordance with these provisions is concluded when

(i) the business customer goes through the web-based ordering process on a website of finAPI GmbH (finapi.io) and clicks on the button "order now and start KYC process" at the end (submission of an offer by the business customer)

(ii) finAPI confirms the acceptance declaration in writing or electronically. The acceptance declaration by finAPI is made by sending the Login data for the use of the finAPI contract software to the business customer.

4. Contract structure, ranking

4.1. The provisions of this Contract and all Annexes shall become an effective part of the Contract. The Annexes will be made available to you as a download after conclusion of this online contract.

4.2. The "General Terms and Conditions for the Use of Services and/or Software Products of the finAPI Product Range" (hereinafter referred to as "GTC"), which are available during the ordering process under the following link: (https://www.finapi.io/wp-content/uploads/2025/09/Appendix-GTC-finAPI.pdf).

These "GTC" shall apply in the respective current version. Client's general terms and conditions are excluded, even if reference has been made to them in an order, in another document or in an oral agreement.

4.3. In the event of contradictions in interpretation or evaluation between the components of the contract, the following order of precedence shall apply:
1. SaaS Basic Contract
2. "GTC"
3. "Service Specification(s)" and the respective agreed "DPA" (Data Processing Agreement), if any.

5. Rights of use

5.1. finAPI grants the Client a non-exclusive and revocable right to use the Contract Software, limited to the term of this contract, without the right to sub-licensing and processing to the agreed extent, against payment of the usage fee in Section 6.

5.2. The right of use is limited to use within the Client's company. Unless otherwise agreed in accordance with the optional "Affiliated Companies" appendix, Client is not permitted to make its use available to affiliated companies within the meaning of Sections 15 et seqq. of the German Stock Corporation Act (AktG) or external third parties (hereinafter collectively referred to as "Third Parties"). This does not apply to use in the context of outsourcing of technical operations by Client. In this case, the Client has to ensure that the contractual software is not made available to third parties for use, also not in the context of an outsourcing, and is liable towards finAPI for infringements by his service providers and vicarious agents as well as for his own fault.

5.3. finAPI is entitled to suspend and, if necessary, revoke the right to use the Contract Software if Client is more than thirty-five (35) calendar days in arrears with the complete fulfilment of his payment obligations from Section 6.

5.4. The Client is not entitled to translate, edit, reverse-engineer, decompile and/or disassemble the Contract Software. If Client requires information which is indispensable to establish the interoperability of the Contract Software with independently created other computer programs, he must contact finAPI, unless such changes are already permitted according to the product information or supplied data.

5.5. Client is not entitled to make changes or interventions in the contractual software himself or through third parties, not even to eliminate possible program errors. Only finAPI is entitled to make changes or interventions, if necessary for remuneration. The warranty claims remain unaffected.

6. Type and scope of the service

6.1. The functions of the Contract Software result from the respective product-specific "Service Specification(s)" annexes. This contract as well as the respective Service Specification(s) in the Annex are conclusive for the contractually agreed quality of the Contract Software and its operation. Verbal or written statements made by finAPI prior to the conclusion of the contract have no legally binding effect.

6.2. finAPI is not responsible for the data connection between the transition point of the REST API and the Client's IT systems. It is the responsibility of the Client to create the technical conditions for receiving the Contract Software at the transfer point and using it.

6.3. The installation of the Contract Software and the ongoing updates is carried out by finAPI on their systems. The Client shall obtain access to the Contract Software by means of corresponding access data for the installed products and functionalities.

6.4. The operation of the software and the processing of data by finAPI take place exclusively in Germany, as well as in exceptional cases in the EU. Upon conclusion of the contract, the operation shall be carried out via servers in the Frankfurt am Main metropolitan area in the data centre of Amazon Web Services EMEA SARI (hereinafter referred to as "Subcontractor"). Corresponding contracts for data processing have been concluded with the aforementioned computer centre. The data centre is certified to ISO 27001, 27017:2015, 27018:2019, ISO 9001:2015 and CSA STAR CCM v3.0.1 standards (as of January 2023), among others. The Client grants permission to outsource the operating services to the named company. finAPI is entitled to change the data centre after consultation with the Client.

6.5. finAPI also takes over the application management (e.g. installing new versions, monitoring the application and log analyses) as part of the operation.

6.6. finAPI grants the Client the opportunity to test selected products free of charge in the test system (so-called "Sandbox") within a period of 30 days per product. The period of free testing begins with the sending of the access data to Client.

6.7. finAPI reserves the right to change the available products in the test system. Ongoing testing by the Client remains unaffected by this. The Client has no legal claim to the products available in the test system.

7. finAPI's amendment rights

7.1. finAPI is entitled to unilaterally change, extend or adapt the contractual services (hereinafter referred to as "changes").

7.2. Changes that do not have a significant impact on the provision of services by finAPI do not require the prior consent of the Client. The same applies to changes that occur due to changes in the legal or regulatory framework, court decisions or supervisory requirements.

7.3. Changes that do not fall under point 6.2 will be communicated to the Client in due time in writing at the Client's email address deposited with finAPI before they come into force; they are deemed to be approved if finAPI does not receive a written objection from the Client within one (1) month of the notification of the changes. An objection entitles the Client as well as finAPI to the ordinary termination of the user contract.

8. Remuneration

8.1. The prices of finAPI apply in accordance with the attached price list. All prices are net prices and do not include the applicable statutory VAT.

8.2. Invoices are issued monthly in arrears. The invoice amount is due within seven (7) working days of invoicing. The invoice amount is to be paid by SEPA direct debit or invoice.

9. Start of contract start, term and termination

9.1. This agreement is concluded for a period of 24 months. It shall be automatically extended by a further twelve (12) months unless one party terminates this framework agreement at least six (6) months before the end of the respective term.

9.2. The right to terminate for good cause remains unaffected.

9.3. Any termination must be in writing to be effective, whereby telecommunication transmission by e-mail and signing by means of an advanced electronic signature is sufficient.

10. Project support (consulting service)

10.1. finAPI supports the Business Customer comprehensively during the implementation and introduction phase by providing consulting services above and beyond the basic consulting allocation, if desired. The provisions on remuneration set out in point 8 of this contract shall apply. The work to be carried out may include the individual adaptation of the finAPI software ("customising") as well as consulting services in the following areas:
- Project management up to overall acceptance
- Execution detailed planning
- Solution design and estimation infrastructure
- Setting up test and production environment
- Seminars and training

10.2. The services are not limited to these areas and can be agreed individually by arrangement. All the above services are carried out by a senior consultant or senior developer, depending on the requirements.

10.3. The service is always provided only after an individual release or on the basis of an explicit order by the Client. In case of doubt, the Contractor shall consult with the Client before commencing the processing.

10.4. The place of performance will be determined after consultation with the Client. Depending on the current project requirements, the agents will work on site at the Client's premises. Work for which on-site presence is not required may in principle also be carried out by the agents at other work locations in agreement with the Client.

10.5. finAPI employees are in principle not bound to fixed working hours and may arrange their working hours themselves unless their presence is required for coordination with the Client's contact persons. For on-site assignments at the Client's premises, the core hours Mon-Fri, 10.00-17.00 shall apply.

11. **Miscellaneous**

11.1. The rights of a party arising from this contract are not transferable.

11.2. There are no verbal collateral agreements. Amendments, extensions, and supplements to this contract must be made in writing. The written form shall be complied with through transmission by email as well as through signing by means of an advanced electronic signature. Any changes to the above formal clauses will also require the written form.

11.3. The contractual language for this contract is German. Any versions in other languages prepared for the Client are merely informative translations which do not change the performance obligations defined in German.

11.4. Should any provision of this contract be wholly or partially contrary to statutory provisions or be void for any other reason, the validity of the remaining contract shall not be affected thereby. The parties shall replace the void or ineffective provision by mutual agreement with another provision that comes as close as possible to the economically intended purpose.