

END USER LICENSE AGREEMENT

This End User Terms of Service contains the terms and conditions that govern your access to and use of the Services (as defined below) (the "**Agreement**") and shall apply between AU10TIX Ltd. (the "**Company**", "**We**", "**Us**" or "**Our**"), on the one hand, and the Customer (as defined below) on the other hand, which governs the Customer's access and use of the Service (as defined below). By clicking a box indicating Your acceptance, and/or by purchasing the Services from an authorized reseller of the AU10TIX (the "**Reseller**"), YOU ACCEPT THE TERMS OF THIS AGREEMENT, WHICH IS BINDING AND ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IT IS HEREBY CLARIFIED THAT THE RESELLER IS THE ONLY POINT OF CONTACT WITH RESPECT TO YOU OBTAINING (THE RIGHT TO USE) THE SERVICE THROUGH A SERVICE AGREEMENT (AS DEFINED BELOW). WE ARE NOT A CONTRACTING PARTY TO THE SERVICE AGREEMENT, AND THE SERVICE AGREEMENT SHALL NOT BE CONSIDERED AS AN AGREEMENT FOR OUR BENEFIT.

You represent and warrant that You have the right and authority to enter into this Agreement. If You are entering into this Agreement on behalf of a Customer, You represent that you have the authority to bind such Customer [and its affiliates, to the extent applicable] to the terms and conditions of this Agreement, in which case the terms "You" or "Your" shall refer to such Customer [and its affiliates, to the extent applicable]. If You do not have such authority, or if You do not agree with the terms herein, You may not use and/or access the Service.

1. Definitions and Interpretation

- 1.1. The headings in this Agreement are for convenience only and shall not affect their interpretation.
 - 1.2. In this Agreement, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:
 - 1.2.1. "**Content**" means visual, audio, numeric, graphical, text or other data or content supplied by third parties and made available by the Company for use in conjunction with the Services, if any;
 - 1.2.2. "**Customer**" means the business, legal entity or other organization that purchased the Services from Reseller, and is using the Services subject to and in accordance with the terms of this Agreement;
 - 1.2.3 "**Customer Data**" means any data, information, content or material that You (and/or Your Users) submit and/or otherwise upload to the Service in the course of using the Service including personal or personally identifiable information, as such terms are defined by Data Protection Laws ("**Personal Data**") ;
 - 1.2.4. "**DPA**" means the then-current version of the AU10TIX's Data Protection Agreement (available at <https://www.au10tix.com/downloads/>) as may be periodically updated by the Company. Governing the processing of Customer Data by the Company.
 - 1.2.5. "**Service(s)**" means the Company's proprietary cloud-based software as a service (and any related or other software or services provided by Company), as described in the Service Agreement and as describe in the Annex A below;
 - 1.2.6. "**Service Agreement**" means any agreement entered into between the Reseller and the Customer (including via any purchase order), for the purchase of the Services.
 - 1.2.7. "**Subscription Term**" the period during which You are entitled to use the Services as purchased from the Reseller under the Service Agreement.
 - 1.2.8. "**User(s)**" means Customer'ss employees, representatives or contractors who are the end user(s), authorized by Customer to access and use the Services, and have been supplied with user identifications and passwords.
 - 1.2.3. "**Customer Data**" means any data, information, content or material that You (and/or Your Users) submit and/or otherwise upload to the Service in the course of using the Service including personal or personally identifiable information, as such terms are defined by Data Protection Laws ("**Personal Data**") ;
2. **Right to Use the Service**

Pursuant to the Service Agreement with the Reseller you have been granted with the rights to use the Services. The use of the Services is subject to the terms of this Agreement and the DPA which are hereby incorporated by reference. The rights to use the Services are revocable, non-exclusive, non-transferable, non-sub-licensable, worldwide, solely for Your own internal business purposes (and not for resale, further distribution, or for providing outsourcing or service bureau services), during the Subscription Term. All rights not expressly granted to You under this Agreement are reserved by Company and its licensors. Upon expiration or termination of the Subscription Term, all rights granted to Customer (and/or any of its Users) herein shall immediately terminate and expire.

3. **Restrictions of Use**

3.1. You will not do (nor will You allow any of Your Users and any other third party to do) any of the following:

- 3.1.1. License, sublicense, sell, resell, transfer, assign, distribute, copy, outsource, or otherwise commercially exploit or make available to any third party the Service or the Content in any way;
- 3.1.2. Modify or make derivative works based upon the Services or the Content;
- 3.1.3. Create Internet "links" to the Service, "frame", or "mirror" any Content on any other server or wireless or Internet-based device.
- 3.1.4. Use the Service to send "spam" or otherwise duplicative or unsolicited messages in violation of applicable law to the Company or otherwise;
- 3.1.5. User the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children;
- 3.1.6. Use the Service to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- 3.1.7. Interfere with or disrupt the integrity or performance of the Service or the data contained therein;

3.1.8. Work around any technical limitations in the Service, or decompile, disassemble or otherwise reverse engineer the Service or make any attempt to ascertain, derive or obtain the source code for the any software which is used to provide the Service;

3.1.9. Use the Service to take any action that infringes on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; or violates any applicable law, statute, ordinance or regulation (including those regarding export control);

3.1.10. Attempt to gain or gain unauthorized access to the Service or its related systems or networks; or

3.1.11. Use personal information (as defined in the GDPR) in violation of the applicable law or without receiving data subject necessary consents.

3.1.12. Access or use the Services to build or support, directly or indirectly, products or services competitive to the Company.

3.2. Company shall be entitled to monitor Customer's compliance with the terms of this Agreement.

4. **Changes**. The Company may enhance, change, discontinue or deprecate any the Service at its discretion. Any enhancement or modification to the Service (or discontinuation of the Service) will be communicated to You by the Reseller.

5. **Customer's Representations & Warranties**

By accessing and/or using the Services, You hereby warrant and represent as follows: (i) You have the legal power and authority to enter into this Agreement; (ii) You will maintain the confidentiality of any non-public authentication credentials associated with Your use of the Service (including, without limitations, the Customer Data). You shall keep all passwords confidential to prevent unauthorized use of the Service, and You shall not give or make available passwords or other means of accessing the Service to any unauthorized individuals. To the extent You have any suspicion or become aware, that a password has been lost, stolen or of any

other unauthorized use the Services, You will notify the Reseller immediately. Usage on public network or computers outside Your organization is at your own responsibility and risk; (iii) You shall not falsely identify yourself nor provide any false information to gain access to the Service; and (iv) the Customer Data was duly obtained by You, srepresent that you are authorized to grant the Company the right to access and use Customer Data, and You obtained any and all consents and/or authorizations as required according to applicable laws, from any data subject to whom Customer Data relates (including the User, if applicable), for the receipt, collection, processing, transfer, storage and use of such Customer Data by the Company (and/or any third party service provider acting on its behalf), for Company to provide the Services as set forth under the Service Agreement and this Agreement. You are aware that for the purpose of providing the Service, Customer Data may be transferred to, and/or otherwise be stored or hosted in data centers located Worldwide and You are required to collect all necessary consents and/or implement all other mechanisms required to permit such transfer of Customer Data. You further warrant and represent that the transfer of the Customer Data to the Company (including any usage and/or storage and/or hosting in third parties' data centers) and the use of the Customer Data by Company as contemplated by the Service Agreement and this Agreement will not violate and/or otherwise infringe upon any applicable law or any third-party rights (including, intellectual property rights, the right for privacy etc.).

6. Customer's Responsibilities

- 6.1. It is agreed that Customer is solely responsible for: (i) All activity occurring under Your account/s and abiding by all applicable local, national, and foreign laws, treaties and regulations in connection with Your (and Your User's) use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data; and for ensuring

that Your Users comply with the provisions of this Agreement and applicable law; (ii) Procuring and maintaining Your and Your Users' network connections and telecommunications links from Your systems to the Company's data centers, and for all problems, conditions, delays, delivery failures and for all other loss or damage arising from or relating to Your and Your Users' network connections or telecommunications links or caused by the Internet, and not by the primary fault of the Company; (iii) adequately protecting and for maintaining appropriate security on Your and Your Users' systems and equipment used in connection with the Service; (iv) acts and omissions of Your Users as if they were Customer's acts and omissions; (v) the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data; (vi) prevent unauthorized access to or use of Services and Content, and notify the Company promptly of any such unauthorized access or use and (vii) complying with all legal and/or contractual requirements and obligations, including applicable privacy laws, regulations and your agreements with third parties who generate and/or process the Customer Data, relating to the collection, use, processing and transfer of Customer Data.

- 6.2. Passwords. All access codes, usernames and passwords are personal to Customer use only. It is the Customer's obligation not to disclose the same (or permit them to be disclosed) to any other person, except to those of its personnel who have a need to know the same and are directly engaged in the performance of the Agreement. Customer and its personnel are responsible for maintaining the confidentiality and security of all access codes, usernames, passwords and other login credentials (including API keys) issued and ensuring that each access code and password is only used by the individual authorized. Customer shall (i) notify the Company immediately of any unauthorized use of any password or account or any other known or

suspected breach of security; (ii) report to the Company immediately and use reasonable efforts to stop immediately any copying or distribution of data that comes to Customer's attention; and (iii) not impersonate another Company's user or provide false identity information to gain access to or use the Service.

7. **Company's Representations & Warranties**

Company warrants and represents as follows: (i) Company has the legal power and authority to enter into this Agreement (ii) Company (including any third parties acting on its behalf) shall use the Customer Data for the purpose of providing and improving the Services (iii) subject to the terms set forth in this Agreement, and under normal and usual use, the Service will perform substantially in accordance with the Services specifications, or its online technical documentation related to the services.

8. **Protection of Customer Data**

The Company will implement and maintain industry standard physical, technical and organizational security measures to protect the Customer Data and to preserve the security and confidentiality of the Customer Data. The security measures are subject to technical progress and development and may be updated or modified from time to time; provided that no such update or modification shall reduce the level of protection afforded to the Customer Data. However, no data transmission over the Internet can be guaranteed to be 100% secure, and Company provides no assurances that such security measures will withstand attempts to evade security mechanisms or that there will be no cracks, disablements or other circumvention of such security measures.

9. **Customer Data Protection Obligations.**

Subject to the terms of this Agreement including without limitation the Data Protection Agreement, in submitting Personal Data through the Services to be process by Au10tix, Customer is responsible for:

9.1. establishing the legal basis required for the processing of Personal Data by the Copmany in accordance with the terms of this Agreement, including by obtaining all rights or consents as necessary to use the Personal Data;

9.2. taking appropriate technical and organizational measures to ensure the security and integrity of Customer Data in any system and/or software which is under Customer's care and control and is integrated with the Service or the Cloud Environments.

10. **Intellectual Property Rights**

10.1. The Company does not own or claim any ownership in and to any of the Customer Data. However, when you upload Customer Data to the Service, You hereby grant Company an irrevocable (during the Subscription Term), royalty-free, non-exclusive, unlimited license to host, use, copy and process the Customer Data (and transfer it to third parties and different geographic jurisdictions), as necessary or helpful to provide the Service.

10.2. Further, You hereby grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Service. We may utilize the information concerning Your and Your Users' use of the Service to improve Our Service.

10.3. The Company alone (and its licensors, where applicable) shall own any and all rights, title and interest, including all related intellectual property rights, in and to the Company's technology, the Content and the Service. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Service, the Company's technology and the intellectual property rights in such, which are owned by the Company. The Company name, the Company's logo and the product names associated with the Service are trademarks of the Company or third parties, and no right or license is granted to use them.

11. **Responsibility for Backups**

Customer acknowledges that the Company is not a backup or storage service, and therefore shall have no liability towards Customer with regard to any loss, deletion, destruction or failure to store any Customer Data.

12. Updates and Service Improvement.

Customer hereby grants the Company, subject to the Company's compliance with applicable Data Protection Laws, a license to use, reproduce, modify, create derivative works from, distribute, perform, transmit, anonymize and display the Customer Data necessary to update, develop, provide and improve the Services all as specifically allowed in the Data Processing Agreement as attached to the Service Order. Notwithstanding the above, with regards to information which is not considered as Personal Data under Privacy Laws, Customer further grants to the Company all necessary rights to perpetually and irrevocably use, reproduce, modify, create derivative works from, distribute, perform, transmit and display Customer Data in an anonymized or aggregated form that does not identify individual persons or organizations (such as, by way of example and not by way of limitation, numbers of verifications) perpetually, in order to compile statistics regarding use of the Services and/or to develop and improve the Services. The Company is hereby instructed to use Customer to improve and update the Services provided to Customer, including through machine learning techniques, all taking into account applicable privacy and data protection laws.

13. Indemnification

13.1. The Company shall indemnify and hold You harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim (i) alleging that the Service infringes a copyright, patent or a trademark of a third party or (ii) made by Customer in connection with breach of the DPA; provided, however, that such indemnification obligations shall not extend to claims based upon

Customer's use of the Services not in accordance with the Company's instructions or other information, and/or Customer's or anyone acting on its behalf's (including the Users) change to the Service or the combination of the Services with the Customer's products, service or business process(es) (where such claim would have not arisen but for such combination); Company's indemnification herein states Company's entire liability and Customer's sole remedy for any allegation of infringement of intellectual property rights. For avoidance of doubt, the Company's obligation to indemnify the Customer with respect to any claim made by Customer in connection with breach of the DPA, shall be subject to the provisions of sections 12 and **Error! Reference source not found..**

13.2. In addition, the Company will have no obligations or liability arising from Your or any end User's use of the Services after the Company has notified You to discontinue such use. The remedies provided in this Section 10 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content. For any claim covered by Section 13, the Company will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

13.3. Customer, at its sole expense, shall defend, indemnify and hold the Company harmless from any action based upon a claim resulting directly or indirectly from: (1) breach of section 3 (Restrictions of Use), breach of Section 5 (Customer's Representations & Warranties), Section 6 (Customer's Responsibilities),¹⁷ (Confidentiality), and/or the DPA, (2) for any willful misconduct or negligent act or omission by Customer and shall reimburse the Company for all damages, costs and expenses awarded against the Company pursuant to any such actions; or (3)

the infringement or misappropriation of any third party's Intellectual Property Rights resulting from Company's use of Customer Data.

- 13.4. The obligations under this Section 13 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will You agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the Company

14. Disclaimer of Warranties

- 14.1. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY AND ITS LICENSORS AND RESELLER.
- 14.2. TO THE MAXIMUM EXTENT APPLICABLE BY LAW, THE COMPANY, RESELLER, AND ITS LICENSORS MAKE NO OTHER REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT.
- 14.3. WITHOUT DEROGATING FROM THE GENERALITY OF THE ABOVE AND EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT COMPANY, RESELLER, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C)

THE SERVICE'S OUTPUT WILL BE ACCURATE OR RELIABLE OR CORRECT; (D) THE SERVICE OR THE DATA CENTERS THAT MAKE THE SERVICE AVAILABLE, AND/OR WHERE THE CUSTOMER DATA IS STORED AND/OR HOSTED SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

- 14.4. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY AND RESELLER ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT AND THAT IT AND THE COMPANY HAVE TAKEN THEM INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN UNDER THIS AGREEMENT. EXCEPT FOR ANY WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, THE ENTIRE RISK ARISING OUT OF THE (I) USE OR PERFORMANCE OF THE SERVICES OR (II) SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY OF THE SERVICES, REMAINS WITH CUSTOMER.
- 14.5. Company shall not be responsible or liable for the deletion, correction, destruction, damage, or failure to store or host any Customer Data. Without derogating from any other remedy Company is entitled to under this Agreement and/or applicable law, Company reserves the right to withhold, remove and/or discard Customer Data (to the extent permitted by applicable law), including, due to a request of a regulatory authority, to the extent such data calls for terrorism, coup, violates any applicable law, or advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind, and You shall not have any claim and/or demand and/or complaint against the Company in this regard.

15. Limitation of Liability

- 15.1. You and Company each will be legally liable for

bodily injury and damages to tangible property. Notwithstanding anything to the contrary in this Agreement or applicable law, in no event shall the Company, its affiliates and/or its vendors, distributors and subcontractors, their respective employees, officers and directors and/or anyone acting on their behalf (i) be liable towards the Customer and/or any other third party for any incidental, special, indirect, exemplary or consequential damages, including without limitation, loss of income, downtime costs, loss of profits, revenue, business or business interruption, loss of goodwill, loss of data and/or undertaking the restoration of data or cost of substitute services, or other economic loss, arising out of this Agreement and/or the Service, even if the Company, its affiliates, subcontractors, suppliers and/or anyone acting on its behalf has been advised of the possibility of such damages; (ii) except for willful misconduct, deliberate fraud by an employee of au10tix Ltd., personal injury or death, and to the maximum extent permitted by law, the aggregate liability of the Company to You or any third party for direct damages arising out of or in connection with the Agreement or the Services, shall not exceed the fees paid by You for the Services provided under the Agreement in the 12 months immediately preceding the claim and in any event the amount shall not exceed \$ 10,000 US. The foregoing limitation of liabilities will apply also for the indemnifications regardless of the form or theory of the claim or action and whether any claim for recovery is based on theories of contract, warranty, tort including any cause of action pursuing to the DPA (including negligence and strict liability) or otherwise.

15.2. In no event will any action be brought against the Company or Reseller more than one (1) year after the cause of action has accrued.

15.3. The parties understand and agree that, to the extent permitted by local law, the foregoing exclusions and limitations of liability represent the parties' agreement as to allocation of risk between them in connection with their respective obligations under this Agreement.

15.4. Internet Delays. Company's Services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. The Company is not responsible for any delays, delivery failures or other damage resulting from such problems. It is the mutual responsibility of the Company and of the Customer to provide the telecommunications and network services and correctly configured hardware and other equipment needed to connect to the Services.

16. Governing Law and Jurisdiction

16.1. The Agreement and any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination and its subject matter (including non-contractual disputes or claims), shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales...

17. Confidentiality.

17.1. "AU10TIX Confidential Information" means all nonpublic information relating to the Services including the AU10TIX's software and technology or reasonably should be understood to be confidential. You may use AU10TIX Confidential Information only in connection with your use of the Services as permitted under this Agreement. You will not disclose AU10TIX Confidential Information during the Subscription Term or at any time during the 5-year period following the end of the Subscription Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of AU10TIX Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the

Service.

- 17.2. "Customer Confidential Information" means all nonpublic information provided by Customer or its Users in connection with the Services, including the Customer Data. Company will treat all Customer Confidential Information as confidential information and not disclose such confidential information without the Customer's prior written consent except: (a) to those of its personnel who need to know the confidential information in order to carry out the Services; and (b) where it is required by a court to disclose Customer Confidential Information, or there is a statutory obligation to do so, but only to the minimum extent necessary to comply with such court order or statutory obligation.

18. **Miscellaneous**

- 18.1. The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Your consent to such changes.
- 18.2. This Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning such subject matter.
- 18.3. The waiver of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach.
- 18.4. In the event any provision of the Agreement is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect, but such provision shall be deemed modified to the extent necessary to render such term or provision enforceable, preserving to the fullest extent permissible the intent and agreements of the parties herein set forth.

- 18.5. Force Majeure. The Company shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, as determined by both parties, acting reasonably. In such circumstances the obligated Party shall be entitled to a reasonable extension of the time for performing such obligations.

*****End of the EULA*****

Annex A

Products Definitions :

1. **IDV (FAKA-BOS)**- The authentication process of the ID. The processing includes the following stages: (A) Qualification – AU10TIX IDV assesses whether the image quality meets the minimal standards required for successful processing. It also determines whether or not the image is an ID. (B) Optimization – The image is optimized to compensate for any deficiencies in the image quality. This involves, for example, straightening the alignment and sharpening the image. (C) Classification – The ID is automatically classified by country/state of issue and by document type (e.g., Passport, Driver's License, ID Card) and version number. This is done by comparing the submission to our extensive catalog of Format Profiles which contains detailed information about the structure and format of various ID types. This classification enables the system to proceed with the data extraction and authentication tests. (D) Data Extraction - The data shown on the ID is extracted field by field using the AU10TIX sophisticated OCR (Optical Character Recognition) engine. Each data element is identified separately (e.g., Name, Date of Birth, Place of Birth, etc.) based on the Format Profile for that ID type. This enables the execution of a wide range of tests to verify the validity of the information given in each field. AU10TIX offers an option to optimize the data extraction process by comparing the OCR results with ID information submitted by the customer in his/her application form. (E) Authentication Tests - AU10TIX uses the information gathered in the previous stages to run a series of sophisticated authentication tests. This exhaustive series of tests can discover a wide range of falsification methods that may have been applied to the ID, including both manual and digital doctoring of the text or photo. For more information please see [AU10TIX-Credential-IDV-Policy 2024.pdf](#) and also you may find it on AU10TIX website on the link: <https://www.au10tix.com/downloads/>
2. **Exception Management (FAKA-Double Check)**- Exception Management is an advanced onboarding technology that integrates IDV AI automation and manual verification to enhance both operational efficiency and regulatory compliance. The service shall be available on a 24/7 basis for Latin-based language documents. SLA for the Exception Management API Calls will include a response time of up to 5 (five) minutes per API Call ("SLA Requirement") provided such number shall not exceed 10% of the Minimum Commitment API Calls as defined in the Service Order ("SLA Cap"). Once the API Calls exceed the SLA Cap, Au10tix shall use reasonable commercial efforts to process any API Calls for Exception Managamnet services within the above SLA Requirement. If the Customer wishes to purchase such a number of API Calls exceeding 10% of the Minimum Commitment, it may do so subject to the issuance of an additional minimum volume commitment, and in such event, the SLA Requirement shall be further subject to the parties agreeing on a mutual ramp-up plan to adjust the Exception Managamnet specialist resources. For more information please see [AU10TIX-Credential-IDV-Policy 2024.pdf](#) and also you may find it on AU10TIX website on the link: <https://www.au10tix.com/downloads/>
3. **POA**- AU10TIX uses OCR to extract the name and address and verifies that the name in the document matches the name shown in the ID.
Serial Fraud Monitor (FAKA- INSTINCT)- Serial Fraud Monitor is the 2nd line of defense to IDV. It focuses on the detection of sophisticated ID forgeries that cannot be detected at case-level analysis. Such professional forgeries are often attempted by highly skilled professionals and organized crime. Serial Fraud Monitor examines anomalies at the traffic level, monitoring swarm attacks using multiple variants of the same document, using various combinations of image and content elements. Serial Fraud Monitor Consortium hashed information is compared against indicators of the history of all consortium members (Hence detection by one Consortium member helps flag a similar attack on another Consortium member. For more information please see [AU10TIX- Credential-IDV-Policy 2024.pdf](#) and also you may find it on AU10TIX website on the link: <https://www.au10tix.com/downloads/>

4. **Console-** The Console app is a web application for use by customer employees to upload documents for ID verification as well as to provide contact details for contact self-service document upload requests. The application enables a review of the progress and results of these requests.

Webview SDK- The AU10TIX WebView SDK gathers user identification data for further authentication performed by the AU10TIX backend service.

5. **Mobile SDK-** The mobile SDK libraries for Android and IOS assist native mobile app developers to utilize the device capabilities to create good quality inputs to the AU10TIX API. The SDK is a standalone independent product that does not interact with the AU10TIX Identity Verification service. The hosting app is responsible for using the SDK to create quality images and use them as input when calling the AU10TIX API. The SDK enables the following features: Scan document, Selfie, Liveness, and Barcode. Mobile SDK service is being licensed only for capturing images/IDs to be processed by AU10TIX's authentication Services. Any use of these services for other capturing uses is prohibited, including but not limited to integrating the SDK into systems, applications, or processes that involve the transfer of information to entities other than AU10TIX.

6. **Secure.Me-** The Secure.me application is a white-labeled AU10TIX hosted webpage designed to enable automated end-user identity verification. The webpage is versatile, and dynamic based on the customer preferences, and configurations are managed through the Secure.me Console. There are two typical Secure.me integration solutions: 1. Integration-free: If integration into your existing system(s) is not feasible, you can choose to utilize the AU10TIX Console portal to trigger a request for identity verification to your endusers. This request will be delivered as an SMS or email. The ID capture and verification will be performed through your customized Secure.me landing page. Choosing this solution allows for a faster time to market since there is no required technical integration. 2. API Integration(Server-to-Server): Utilizing the Secure.me API, a document submitted by your end-user will be routed through your company's back-end server for identity verification by AU10TIX. With this solution, document information can be captured either via your

application website (Direct Integration) or through our hosted landing page that can also be embedded as an iFrame.

7. **PII verification** - PII (Personally Identifiable Information) verification is the process of confirming the accuracy and legitimacy of personal data provided by individuals for identification purposes. This data includes sensitive information such as names, addresses, dates of birth, social security numbers, and other unique identifiers. Au10tix primary objective of PII verification is to ensure that the information provided matches official records and can be trusted for authentication and authorization purposes .
8. **AML Screening** – Au10tix AML screening service is a tool used by organizations to screen individuals and businesses against various watch lists or sanction lists maintained by government agencies, international organizations, and regulatory bodies. These watch lists include individuals, entities, or countries that are subject to legal or regulatory restrictions due to their involvement in illicit activities such as terrorism, money laundering, fraud, or other criminal offenses. The primary purpose of Au10tix AML screening service is to identify and flag any matches between the entities being screened and the entries on the watch lists. This will indicate the customer if further investigation or action is needed and also to mitigate risks and ensure compliance with legal and regulatory requirements. In order to provide the AML screening services please see Lexis Nexis Service T&C's in the link: <https://www.au10tix.com/downloads/>