

## Au10tix Evaluation Subscription Services (Trial)

### Terms and Conditions

AU10TIX LTD. (REFERRED TO AS "AU10TIX") AGREES TO GRANT COMPANY, AS DEFINED IN THE SIGNATURE PAGE OF THIS AGREEMENT (REFERRED TO AS "YOU" OR AS "CUSTOMER", AND EACH REFERRED TO HEREIN AS A "PARTY" AND TOGETHER THE "PARTIES"), ACCESS TO USE THE SERVICES (AS DEFINED BELOW) SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS EVALUATION SUBSCRIPTION SERVICES (TRIAL) TERMS AND CONDITIONS (THE "AGREEMENT"). BY EXECUTING THIS AGREEMENT AND/OR BY ACCESSING AND/OR USING AND/OR OTHERWISE EXPLOITING THE SERVICES AND/OR BY AU10TIX RECEIVING CUSTOMER DATA, THE PARTIES CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

#### 1. DEFINITIONS.

For purposes of this Agreement, the terms below shall have the meanings ascribed to them below:

1.1. "**Applicable Law**" means with respect to a Party, any law, treaty, regulation, ordinance, or statute issued by a competent authority, or any order, or judicial (or arbitral) resolution from a court or tribunal of competent jurisdiction, applicable to said Party by its express terms.

1.2. "**Confidential Information**" means in respect of each Party, all confidential information relating to or concerning that Party or its business operations (which in the case of Au10tix includes, but is not limited to the Software and the Services and in the case of the Customer includes the Customer Data) which that Party directly or indirectly discloses, or makes available, to the other Party before, on or after the date of this Agreement.

1.3. "**Customer**" means the entity or individual that is authorized and licensed to use the Services pursuant to the Scope of Pilot and subject to the terms and conditions of this Agreement.

1.4. "**Customer Data**" means any data, information or material provided or submitted by Customer's Users to Au10tix in the course of using the Service.

1.5. "**Customer Subscriptions**" means the user subscriptions set out in the [Scope of Pilot] which entitle Customer's Users to access and use the Services in accordance with and subject to, the terms and conditions of this Agreement.

1.6. "**Customer's Users**" or "**Subscribers**" means Customer's employees who are the end user(s), authorized by Customer to access and use

the Service, subject to the terms and conditions of this Agreement, and have been supplied with user identifications and passwords.

1.7. "**Intellectual Property Rights**" means any and all intellectual property rights including all inventions (whether patentable or not), patents, utility models, registered designs, design rights, database rights, copyright and related rights, moral rights, semiconductor topography rights, plant variety rights, trade marks, service marks, logos, get up, trade names, business names, domain names, (in each case whether registered or unregistered) and including any applications for registration and any renewals or extensions of any of the foregoing, and, in each case, the goodwill attaching to any of the foregoing, rights to sue for passing off or for unfair competition, all know how, confidential information and trade secrets, rights in software, and any rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which subsist anywhere in the world, including any registrations and applications for registration of, and all renewals or extensions, for any of the foregoing;

1.8. "**Personal Identifiable Information**" means any information that can be used to identify an individual.

1.9. "**Services**" means the document authentication services to be provided by Au10tix to Customer in order to perform the Pilot and only for such purpose, through the Software made accessible via the internet, for Customer's own internal use only, as set out in more detail, in this Agreement.

1.10. "**Software**" means the Au10tix's object code version of the computer programs known as BOS ONLINE, used to provide the Services.

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1.11. **“User Documentation”** means the user documentation relating to the Software which is delivered or made available to Customer as part of the Service.

**2. USE OF THE SERVICES.**

2.1. Services; Subject to the terms and conditions of this Agreement, AU10TIX shall provide Customer, with a temporary, royalty free, revocable, non-exclusive, non-assignable, non-transferable and non-sub-licensable limited right, for the period of fourteen (14) days beginning upon the signing of this Agreement by both Parties (the **“Trial Period”**), to access and use the Services, for a Customer Subscription for one Customer User only, and solely for Customer's own internal, non-commercial evaluation and testing of the Services prior to purchasing, if desired by Customer, the license (on terms and conditions to be agreed by the Parties) to use the Software or Services beyond the Trial Period (the **“Pilot”**) (and not for any other use whatsoever, including, but not limited to resale, further distribution, or for providing outsourcing services), all as permitted by this Agreement and the User Documentation. Customer acknowledges and agrees that its access and use of the Software will be web-based only. The Software will not be provided to Customer or Customer Users in CD-ROM form (or any other tangible form of media) and will not be installed on any servers or other computer equipment owned or otherwise controlled by Customer.

2.2. The license granted herein is limited to the Trial Period and shall automatically expire upon the expiration of the Trial Period or the earlier termination of this Agreement for any reason whatsoever.

2.3. Upon expiration or termination of the Trial Period, all rights granted to Customer shall immediately terminate.

2.4. Restrictions.

2.4.1. Use of the Services is restricted to use by the specific Customer entity only and for one Customer User only. Customer may not use the Services for the benefit of any third party or provide

service bureau or other access or use of the Service to any third parties.

2.4.2. Customer Subscriptions are for designated Customer’s Users only and cannot be transferred or shared or used by more than one Customer User.

2.4.3. Customer shall not, and shall not allow any other persons to (i) directly or indirectly, license, sublicense, sell, resell, transfer, assign, distribute, rent, lend, disclose, or otherwise commercially exploit or make available the Services to any third party in any manner and any attempt to do so is null and void; (ii) modify or make derivative works based upon the Service; (iii) create internet “links” to the Services or “frame” or “mirror” the Service on any other server or wireless or internet-based device; (iv) access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (v) allow any third party to access or use the Services; (vi) reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software , or copy any ideas, features, functions or graphics of the Service or any part thereof; (vii) allow any user who is not expressly permitted to use the Services, to use or access the Service; (viii) access the Services for the purpose of building a competitive product or service or copying its features or user interface; and/or (ix) send or store infringing or unlawful material; (x) use the Services to take any action that may (a) infringe on any third party’s copyright, patent, trademark, trade secret or other intellectual or proprietary rights or rights of publicity or privacy; (b) violate any Applicable Law, statute, ordinance or regulation (including those regarding export control); (c) are defamatory, trade libelous, threatening, harassing, or obscene; (d) or constitute unauthorized entry to any machine accessible via the network.

2.5. Customer Responsibilities. Without limiting any other obligations and responsibilities of the Customer hereunder:

2.5.1. Customer shall be responsible for all activity occurring under Customer's Subscriptions and shall abide by Applicable Law, in

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connection with Customer's use of the Services or the output thereof, including those related to data privacy, international communications, and the transmission of technical or Personal Identifiable Information. Without limiting the generality of the foregoing, Customer shall be responsible for procuring that (i) the Customer User (and its other employees, officers and contractors) complies with the provisions of this Agreement as if they were a party to this Agreement and the Customer acknowledges and agrees that as between the Parties, the Customer shall be liable for all acts and omissions of the Customer Users and its other employees, officers and contractors); (ii) any Customer Data is accurate, not corrupt in any way, and does not contain any viruses or any program which contains malicious code or infiltrates or damages a computer system without the owner's informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user and has no legitimate purpose.

2.5.2. It being clear that there will be no direct legal relationship between Au10tix and Customer's Users and in the event of any employment claim and/or demand by any Customer Users from or against Au10tix, Customer will indemnify Au10tix, its affiliates and their respective employees, directors and officers from and against any liability, loss, cost or expense incurred by any of them, arising from such claim and/or demand.

### **3. INTELLECTUAL PROPERTY RIGHTS.**

3.1. Customer Data provided by Customer to Au10tix in connection with its use of the Services, and any and all output generated from the Services is and shall at all times remain the exclusive property of Customer. Customer Data shall be used by Au10tix only for the purpose of consummation of this Agreement and shall not be provided to any third party, except as necessary for the provision of the Services to Customer.

3.2. Customer acknowledges that the Services and the Software used to provide the Services are proprietary products and services and that any and all right, title, interest in or to the Services and Software, including all associated

Intellectual Property Rights are and shall at all times vest in and remain the exclusive property of Au10tix or its third party licensors. No title to or ownership of any of the Intellectual Property Rights contained in the Service or the Software, or any part of the Service or the Software, is transferred to Customer.

3.3. Au10tix and Customer each agree that, except for the rights expressly granted herein, nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, in or to any Confidential Information, Customer Data, or Intellectual Property Rights disclosed and/or provided by a Party to the other pursuant to this Agreement (including in relation to the Service or the Software or any part of the Service or the Software).

3.4. All trademarks, trade names, service marks or other distinctive brand features ("**Trademarks**") associated with the Services and the Software are vest in and are owned exclusively by Au10tix or its third-party licensors, and no right or license is granted to Customer with regards to said Trademarks. Customer shall not delete or alter any Trademarks or other insignia which are displayed or used in the course of the use of the Services or the User Documentation.

3.5. All rights not expressly granted to Customer by this Agreement are reserved by Au10tix or its licensors.

3.6. The provisions of this Section 3 shall survive termination or expiration of this Agreement for whatever reason.

### **4. DISCLAIMER OF WARRANTIES.**

The Services, the Software and all associated content, including any third party software, are provided by Au10tix on an "as is" basis, without any guarantees, representations and/or warranties of any kind whatsoever, whether express, implied, statutory or otherwise, oral or written, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, noninfringement of third party rights, and/or any representation, warranty or guaranty as to the reliability, suitability, availability, performance or

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completeness, including without limitation, of the information accessed by the Services or the Services' output, absence of hidden defects, in all cases whether alleged to arise by operation of Applicable Law, by reason of custom or usage or trade, by course of dealing or otherwise. Without derogating from the generality of the foregoing, Au10tix and its licensors will use commercially reasonable endeavours to ensure (a) that the use of the Services will be timely, uninterrupted and error-free, (b) that any data or output will be accurate or reliable, (c) that errors or defects will be corrected, (d) that the Service or the server(s) that make the Service available are free of viruses or other harmful components.

In addition to the foregoing, Autix10 declares to customer that the Services (i) comply with industry standards; (ii) comply with Applicable Law; (iii) to the best of its knowledge, do not infringe the Intellectual Property Rights of third parties.

#### 5. LIMITATION OF LIABILITY.

5.1. Notwithstanding anything to the contrary in this Agreement or Applicable Law, in no event shall a Party be liable towards the other Party for any indirect, special, consequential, exemplary, incidental, or punitive damages (including without limitation, loss of data and/or the restoration of data, revenue, profits, turnover, goodwill, business, use or other economic advantage and/or business interruption and/or costs of procurement of substitute goods or services), regardless of the cause, arising out of or in connection with this Agreement or the Services, whether based on breach of contract, tort, product liability or otherwise, including the use of, or inability to use the Services, the failure of the Services to perform or any interruption, inaccuracy, error, or omission, even if the Party or its licensors has been previously advised of the possibility of such damages or potential liability.

5.2. Au10tix maximum aggregate liability (including every kind of liability including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise) arising under or in connection with this Agreement shall not exceed USD\$1,000.

5.3. In no event shall Au10tix be liable for damages arising from unauthorized or improper use of the Services by the Customer and anyone on its behalf.

5.4. The Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) Au10tix shall have no liability in any circumstances otherwise than in accordance with the express terms of this licence.

5.5. All references to Au10tix in this Section 5 shall, for the purposes of this Section 5 and Section 16.4 only, be treated as including all employees, officers, directors, subcontractors, affiliates and licensors of Au10tix, all of whom shall have the benefit of the exclusions and limitations of liability set out in this Section, in accordance with section 16.4.

5.6. The limitations of liability and exclusions set forth in this Section 5 are fundamental elements of the basis of the agreement reached between the Parties and shall apply to the fullest extent permissible at law, but neither Party excludes liability for fraud or any other liability which may not be excluded by law.

#### 6. INDEMNIFICATION.

6.1. The Customer shall indemnify Au10tix and its affiliates and their respective officers, directors, employees, subcontractors and licensors (each an "**Au10tix Indemnified Party**") against all liabilities, costs, expenses, damages and losses ("**Losses**") suffered or incurred by the Recipient Indemnified Party arising out of or in connection with (i) the Customer's use of the Software or Services; (ii) for actual or alleged infringement or breach of any rights of third parties, including without limitation, rights of publicity, rights of privacy, intellectual property, trade secrets or licenses relating to Au10tix use of the Customer Data under this Agreement; or (iii) arising from or relating to Customer's or its Customer User's failure

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to comply with the terms and conditions of this Agreement.

6.2. Subject to the Customer's compliance with the obligations imposed on it under Section 6.3, Au10tix shall indemnify Customer against all Losses suffered or incurred by the Customer resulting from the infringement of a third party's intellectual property rights arising out of the Customer's use of the Services in accordance with the terms of this Agreement. The indemnity under this Section 6.2 shall be limited to the amount specified under Section 5.2.

6.3. If any third party makes a claim, or notifies an intention to make a claim, against the Customer that may reasonably be considered likely to give rise to a liability under the indemnity at Section 6.2, the Customer shall (a) as soon as reasonably practicable, give written notice of the claim to Au10tix specifying the nature of the claim in reasonable detail, (b) not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Au10tix, (c) give Au10tix and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within its power or control, to enable Au10tix and its professional advisers to examine them and to take copies (at Au10tix expense to assess the claim), (d) be deemed to have given Au10tix sole authority to avoid, dispute, compromise or defend the claim, (e) reasonably cooperate with Au10tix, at Au10tix sole cost and expense, in the defense of any claim.

6.4. The indemnities in this Section 6 shall not cover the indemnified party to the extent that the claim directly results from the indemnified party's negligence or wilful misconduct or a breach of the indemnified Party's obligations under this Agreement.

**7. DISCLOSURE.**

7.1. Each Party undertakes that it shall treat in confidence and shall not at any time during the Term and for a period of three (3) years thereafter,

disclose to any person or use for a purpose other than for the exercise of its rights or the performance of its obligations under this Agreement the other Party's Confidential Information. Customer acknowledges that the Services and/or Au10tix make use of Customer's Data and information, including data and/or information provided to Customer by third parties in connection with Customer's business for purposes of providing Customer the Services. Customer represents and warrants that it is authorized to grant Company the right to access and use such Customer Data for the purposes of this Agreement and information subject to all confidentiality undertakings stated in this Agreement.

7.2. Either Party may disclose the other Party's Confidential Information: (i) to only such employees and professional advisors, or officers of itself as is in its good faith judgment necessary to perform its obligations under this Agreement, provided the disclosing Party procures that any person to whom the Confidential Information is disclosed keeps it confidential and adheres to the provisions of this Section 7 as if they were that Party; or (ii) to the extent that the disclosure is required by Applicable Law provided that such Party uses reasonable endeavours to consult the other Party and to take into account any reasonable requests it may have received in relation to the disclosure before making it. Confidential Information shall not include information which: (a) is or becomes public knowledge through no fault of the recipient; (b) was in the recipient's possession on a non-confidential basis before receipt of the information from the disclosing Party; (c) is independently developed by the other Party; (d) is disclosed under operation of Applicable Law; or (e) is disclosed with the prior written approval of the disclosing Party.

7.3. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party or to be implied from this Agreement. The disclosing Party shall retain all

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Intellectual Property Rights in any Confidential Information disclosed to the other Party.

7.4. The Parties acknowledge that damages alone would not be an adequate remedy for any breach of the provisions of Section 7 and, accordingly, without prejudice to any and all other rights or remedies that they may have, either Party shall be entitled (without proof of special damage) to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of Section 7. The Parties recognize that a violation of this Section may cause the affected Party irreparable damage for which the payment of pecuniary damages could be insufficient. Any violation of this Section by any of the parties, will be ground for termination of this Agreement by the non-breaching party, and will grant such party the right to take the appropriate legal actions and seek such remedies as may be allowed under Applicable Law.

#### 8. DATA PROTECTION.

8.1. In addition to general provisions set forth in this Section 8 with respect to Personal Identifiable Information, the Parties agree to follow and abide the Data Protection Agreement- <https://www.au10tix.com/downloads/>

8.2. The treatment of Personal Identifiable Information by Company and Customer is subject to the DPA.

8.3. “**Customer Personal Data**” means all Personal Identifiable Information processed by Au10tix on behalf of Customer in its performance of the Services. It typically includes some or all of the following: a copy of a government-issued identification card or passport, name, legal name, username, email, location, physical address, gender, date of birth, nationality, names of parents, photo, place and date of issuance government-issued identification card or passport and all other information contained therein.

8.4. Au10tix will Process Customer Personal Data in accordance with Customer’s documented instructions, unless prohibited or restricted as a matter of Applicable Law or except where Au10tix

is obligated to act differently by a competent judicial authority.

8.5. Customer hereby authorizes and instructs Au10tix to Process Customer Personal Data as reasonably necessary for the provision of the Services, including without limitation temporary storage and analysis of Customer Personal Data.

8.6. Without prejudice to Section 8.7 of this Agreement, Au10tix shall delete all Customer Data within seven days (7) of completion of Processing.

8.7. All Customer Personal Data shall, at the Customer’s option, be either returned to Customer or permanently deleted immediately with the termination of this Agreement.

8.8. Customer warrants and represents that it is and will at all relevant times remain (a) duly and effectively authorized to give the instruction set out in section 8.5; (b) the Controller of the Customer Personal Data Processed by Company; (c) responsible for compliance with its obligations as a “Controller” under Applicable Law. Customer confirms that all Customer Personal Data provided to Au10tix was lawfully obtained with the right to transfer such information to Company for the purposes set out in this Agreement.

8.9. Au10tix represents and warrants that (i) it has in place administrative, physical and technical security, safeguards and measures, to protect the confidentiality and integrity of Customer Data and Confidential Information and prevent its unauthorized use, disclosure or duplication and that such safeguards and measures are no less rigorous than accepted industry standards for information security (the “**Data Security Measures**”); (ii) in providing the Services, Au10tix will not access Customer’s computer networks; (iii) Au10tix will not disclose or otherwise make available any Customer Data to any third party service provider acting on Au10tix’s behalf without first imposing contractual obligations on the third party recipient that are substantially similar to those imposed on Au10tix under this Agreement; (iv) Au10tix shall cooperate and assist Customer in responding to a request from a data subject to

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exercise their rights of access, rectification, erasure, restriction of processing, data portability, objection to processing, or any other rights available to the data subject under Applicable Law in respect of the Customer Personal Data.

8.10. Au10tix will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the Processing of Customer Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.

**9. TERM & TERMINATION.**

9.1. This Agreement will commence on the date on which it is signed by both Parties (the "Effective Date") and will terminate upon the expiration of the Trial Period, unless terminated earlier in accordance with the terms of this Agreement. Upon the Effective Date Au10tix will provide Customer with access/log-in information (username and password) to the Service. Notwithstanding anything to the contrary herein, either Party may terminate this Agreement, by written notice, forthwith, with immediate effect (i) with no cause, at its sole and exclusive discretion, by 5-day prior written notice; or (ii) in the event of a breach of this Agreement by either Party.

9.2. Upon termination or expiration of this Agreement, Customer shall immediately cease the use of the Service.

9.3. All sections of this Agreement which by their nature should survive termination or expiration will survive termination or expiration, including, without limitation, Section 3, 4, 5, 6, 7, 8 and 11. Termination will not affect any claim, liability or right arising prior to termination.

**10. ASSIGNMENT; CHANGE IN CONTROL.**

AU10TIX may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, including by way of merger, acquisition, or sale of all or substantially all of its assets, without the prior written consent of the Customer. Subject to the foregoing, this Agreement

shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

**11. GOVERNING LAW; JURISDICTION.**

Without prejudice to Sections 17 and 18 of the Standard Contractual Clauses (where applicable), this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law, without regard to its conflict of law principles, and shall be subject to the exclusive jurisdiction of the High Court in London, England.

**12. TAXES.**

Each Party shall be responsible for the payment of its own taxes, licenses, fees and expenses (hereinafter "Taxes") in connection with this Agreement. Neither Party shall be responsible or liable for the other Party's Taxes assessed in connection with this Agreement.

**13. SOURCE OF FUNDS DECLARATION.**

The Parties declare that they are not included in lists for the control of money laundering and financing of terrorism, and that their income comes from licit activities. The inclusion in the list of the Office of Control of Assets Abroad - OFAC issued by the Treasury Office of the United States of America, the list of the Organization of the United Nations and other public lists related to money laundering and financing of terrorism, will be ground for immediate termination of this Agreement by the other Party.

**14. ETHICS IN BUSINESS AND ANTI-CORRUPTION/BRIBERY.**

14.1. The Parties undertake to implement internal control mechanisms to prevent corrupt acts from occurring in the execution of this Agreement. Each Party is obliged not to receive from or offer employees, administrators, or subordinates of the other Party, directly or indirectly: (i) sums of money; (ii) any object of pecuniary value; or (iii) any other benefit or utility, in exchange for: (a) performing; (b) omitting; or (c)

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delaying, any act related to the exercise of its functions.

**14.2.** The Parties declare and guarantee that they and their officers, employees, and managers comply with applicable anti-corruption laws, including, but not limited to, those contained in Applicable Law, the Foreign Corrupt Practices Act of the United States, the Bribery Act of the United Kingdom of 2010 or such laws as may modify, subrogate, regulate or develop the aforementioned laws, as well as those national and international regulations related to the prevention of fraud, bribery, corruption, money laundering and terrorism. Furthermore, the Parties declare and guarantee that neither they nor their officers, employees, nor directors are subject to investigations, accusations or proceedings related to the violation of anticorruption laws, and that they have not been subjected to criminal, disciplinary, or contractual sanctions derived from the violation of such regulation.

**14.3.** The Parties undertake to comply with anticorruption laws and declare that any breach thereof constitutes a violation of this Agreement, which gives the other Party exclusive right to terminate the Agreement in a justified manner.

**15. FORCE MAJEURE.**

Neither party shall be considered in breach of this Agreement to the extent the performance of their respective obligations is prevented or delayed due to riot, fire, flood, explosion, earthquake, or other natural disaster, government regulation, or other similar cause beyond such Party's control, provided the affected Party prevented from or delayed in carrying out its obligations hereunder gives prompt written notice to the other Party of the force majeure event.

**16. MISCELLANEOUS.**

**16.1.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of a Party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision.

**16.2.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorize any Party to make or enter into any commitments for or on behalf of the other Party.

**16.3.** This Agreement is a legal agreement between You and Au10tix. This Agreement supersedes and replaces any prior proposal, representation, or understanding between the Parties relating to the Services.

**16.4.** The persons referred to in Section 5.5 and 6.1 respectively may enforce the terms of Section 5.5 and 6.1 respectively to the fullest extent permitted by law as if they were a party to this agreement, subject to and in accordance with this 16.4, this Agreement and the Contracts (Rights of Third Parties) Act 1999. Except as provided in this Section 16.4 a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this Agreement.



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