



SaaS Terms & Conditions

TERMS OF USE: BY SIGNING THE PROPOSAL, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (TOGETHER THE “**AGREEMENT**”) GOVERNING YOUR USE OF AU10TIX LTD. ONLINE SERVICE VIA INTERNET BROWSER, INCLUDING OFFLINE COMPONENTS, AS APPLICABLE (COLLECTIVELY, THE “SERVICE”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST QUIT THE REGISTRATION PROCESS AND MAY NOT USE THE SERVICE.

Au10tix Limited will provide you with the Service. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials incorporated by reference herein.

1. Definitions and Interpretation

The following are the standard terms and conditions under which Au10tix Ltd (“the Company” or “Au10tix”) supplies Services. These Terms and Conditions shall, unless otherwise expressly stated in writing, apply to the subject matter of any agreement in respect thereof.

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- ☐ “Agreement” – means any agreements entered into between the Company and a Customer to which these standard Terms and Conditions apply;
- ☐ “Customer” - means the individual, business, or other organization with whom the Company contracts;
- ☐ and “Services” – means the services as defined above.

1.2 Any reference to a day or days refers to business days – that is any day which is not a weekend or public or bank holiday in England

1.3 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. License Grant

Au10tix Ltd hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Au10tix Ltd and its licensors.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the content of the interface (hereinafter: “Content”) in any way; (ii) modify or make derivative works based upon the Service or the Content; or (iii) create Internet “links” to the Service or “frame” or “mirror” any

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Content on any other server or wireless or Internet-based device. User licenses cannot be shared or used by more than one individual User.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorised access to the Service or its related systems or networks.

3. Customer Obligations

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, national and foreign laws, treaties and regulations in connection with your use of the Service (as applicable), including those related to data privacy, international communications and the transmission of technical or personal data.

You shall: (i) notify Au10tix Ltd immediately of any unauthorised use of any password or account or any other known or suspected breach of security; (ii) report to Au10tix Ltd immediately and use reasonable efforts to stop immediately any copying or distribution of Content that comes to your attention; and (iii) not impersonate another Au10tix Ltd user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

Au10tix Ltd does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Au10tix Ltd, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Au10tix Ltd shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Au10tix Ltd reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Au10tix Ltd shall have no obligation to maintain or forward any Customer Data. You further represents and warrants that you are authorized to grant Au10tix Ltd the right to access and use Customer Data and you will indemnify, defend and hold Au10tix Ltd harmless and/or anyone on its behalf from and against any claim, suit, proceeding, for any claim brought against Au10tix Ltd arising out of or relating to the use by Au10tix Ltd of the Customer Data in connection with the Services rendered herein.

5. Intellectual Property Ownership

Au10tix Ltd alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Au10tix Ltd technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to 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 Au10tix Ltd Technology or the Intellectual Property Rights owned by Au10tix Ltd. The Au10tix Ltd

name, the Au10tix logo, and the product names associated with the Service are trademarks of Au10tix Ltd or third parties, and no right or license is granted to use them.



6. Commercial Terms

All commercial terms will be detailed in the Proposal letter to which these terms are attached. The support terms are also set out in a separate annex.

7. Breach of Payment Obligations

In addition to any other rights granted to Au10tix Ltd herein, Au10tix Ltd reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears).

8. Termination for Breach

Any breach of your payment obligations or unauthorised use of the Au10tix Ltd technology or Service will be deemed a material breach of this Agreement. Au10tix Ltd, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that Au10tix Ltd has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

9. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Au10tix Ltd represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Au10tix Ltd help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

10. Indemnification

You shall indemnify and hold Au10tix Ltd, 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: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Au10tix Ltd (a) gives notice of the claim promptly to you; (b) gives you sole control of the defence and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Au10tix Ltd of all liability and such settlement does not affect Au10tix Ltd's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim

Au10tix Ltd 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: (i) a claim alleging that the Service directly infringes a copyright, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Au10tix Ltd of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Au10tix Ltd; provided that you (a) promptly give written notice of the claim to Au10tix Ltd; (b) give Au10tix Ltd sole control of the defense and settlement of the claim (provided that Au10tix Ltd may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Au10tix Ltd all



available information and assistance; and (d) have not compromised or settled such claim. Au10tix Ltd shall have no indemnification obligation, and you shall indemnify Au10tix Ltd pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

11. Disclaimer of Warranties

EXCEPT AS OTHERWISE SET OUT IN THE AGREEMENT, AU10TIX LTD AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. AU10TIX LTD AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (E) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL 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 AU10TIX LTD AND ITS LICENSORS.

12. Internet Delays

AU10TIX LTD'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AU10TIX LTD IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

13. Limitation of Liability

13.1 The remedies specified in this Agreement are Customer's sole and exclusive remedies. To the extent Au10tix is held legally liable to Customer and upon all claims or causes of action hereunder, Au10tix's entire liability is limited to: (a) damages for bodily injury for which AU10TIX is legally liable; (b) direct damages to tangible property for which Au10tix is legally liable and (c) other direct damages for any claim based on a material breach of any other term of this Agreement, up to a maximum of the greater between (i) the amounts actually paid by You to Au10tix in the 12 months period preceding the date of the occurrence which gave rise to the claim, or (ii) Fifty thousand US Dollars (\$50,000).

13.2 Notwithstanding anything to the contrary in this Agreement, any SOW or applicable law, in no event will Au10tix or its affiliates, subcontractors suppliers and/or anyone acting on its behalf be liable for any of the following: (a) actual loss or direct damage that is not listed in Section 13.1 above; (b) damages for loss of data, or software restoration; (c) damages relating to Customer's procurement of substitute products or services (e.g. "cost of cover"); or (d) incidental, indirect, special or consequential damages, including downtime costs or lost profits but excluding damages for bodily injury and even if Au10tix its affiliates, subcontractors



suppliers and/or anyone acting on its behalf has been advised of the possibility of such damages

- 13.3 The limitation set in section 13.1 and 13.2 above applies to all causes of action, save for those that may not be excluded by law or that arise from intentional misrepresentation of Au10tix or claims, including without limitation, breach of contract, breach of warranty, negligence or strict liability, misrepresentation and other torts.
- 13.4 In no event will any action be brought against Au10tix more than one (1) year after the cause of action has accrued.
- 13.5 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. The fees payable to Au10tix reflect, and are set in reliance upon, this allocation of risk and the exclusions and limitations of liability set forth in this Agreement.

14. Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales. The exclusive jurisdiction for the resolution of any and all disputes arising out of or in connection with this Agreement shall be a court of appropriate jurisdiction located in London, England.

15. Miscellaneous

- 15.1 Au10tix Ltd may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Au10tix Ltd's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Au10tix Ltd's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Au10tix Ltd (such notice shall be deemed given when received by Au10tix Ltd) at any time by any of the following: a letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to AU10TIX LTD., at 32 SPYROU, KYPRIANOU AVE., CV-1075, NICOSIA CYPRUS.
- 15.2 Au10tix Ltd 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.
- 15.3 This Agreement may not be assigned by you without the prior written approval of Au10tix Ltd but may be assigned without your consent by Au10tix Ltd to (i) a parent or subsidiary, an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Au10tix Ltd directly or indirectly owning or controlling 50% or more of you shall entitle Au10tix Ltd to terminate this Agreement for cause immediately upon written notice.