

MASTER SERVICE AGREEMENT

This Master Services Agreement (the "**MSA**") is made effective as of the date of its execution of the Service Order (as defined below) by both Parties ("**Effective Date**"), is entered into by and between Au10tix Ltd., a company incorporated in Israel, with offices at 5B Hanagar, Hod Hasharon St., Israel (hereinafter "**Au10tix**") and a company, with its registered address at as defined in the Service Order ("**Customer**"). This MSA together with the attached Service Order and the Schedules attached hereto or any references (the MSA, Service Order(s) and all Schedules and references, together: the "**Agreement**"). Unless otherwise specifically agreed by the parties in writing in the applicable Service Order, this MSA shall also govern any subsequent Service Orders entered into between the parties that may change and add up from time to time.

This Agreement governs Customer's access use of the Services and consists of this Signature Page, the following Schedules, and any Service Orders executed during the Term of this Agreement:

☒ Schedule A General Terms and Conditions

Each party acknowledges and warrant that: (i) it is duly formed, validly existing and in good standing as an entity under the laws and regulations of the jurisdiction of its formation; (ii) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative, whose signature is set forth at the end hereof, has been duly authorized by all necessary organizational action of the Party; and (iv) when executed and delivered, this Agreement will constitute the legal, valid, binding and enforceable obligation of that Party. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written, electronic, oral or otherwise. Each party acknowledges and agrees that by executing the Agreement it is not relying upon any other statements, representations, warranties, promises, assurances, or the like. For the avoidance of doubt, in the event of any prior agreement(s) between the parties or its predecessor(s), where such agreement(s) covered the same subject matter as this Agreement, those prior agreements are hereby terminated, and any service provided thereunder or services yet to be performed shall now be subject to the terms and conditions of this Agreement, except as specifically stated in a Service Order. By placing a Service Order with Au10tix, Customer agrees that the terms and conditions of this Agreement shall apply to and govern that Service Order and the Services provided thereunder. Except with respect to services and pricing applicable to a Service Order, additional or conflicting terms in any Service Order shall have no force or effect on either party, unless that Service Order explicitly address such conflict and set the order of precedence, in such case those specifically agreed terms shall apply to the parties solely for that Service Order. Except as otherwise specified herein, any additional or conflicting terms contained in any other document (including, without limitation, any preprinted, additional or conflicting terms on any Customer Service Order, or acknowledgement from either party) shall be null, void and of no effect on either party. This Agreement may be amended by an authorized representative of each party in a duly executed signed form referencing this Agreement and expressing the intent to amend these terms and conditions.

THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY
IF SERVICE ORDER DULY EXECUTED BY AN
AUTHORIZED REPRESENTATIVE OF EACH PARTY.

Schedule A GENERAL TERMS AND CONDITIONS

This Schedule A is made a part of the Service Order signed by the parties on the Signature Page. The following general terms and conditions shall apply to this Agreement and the Services under the Service Order:

1 DEFINITIONS.

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means direct or indirect control of more than 50% of the voting interests of the subject entity.

1.2 "Agreement" refers to this Master Service Agreement (including any amendments thereto) together with the Schedule(s) incorporated thereto (and any amendments to such). The Agreement governs the Customer's access, and right to use the Services ordered from Au10tix or an authorized reseller.

1.3 "Agreement Term" or "Term" means the, unless otherwise terminated as specified in section 12 hereto, the term of this Agreement will commence on the Effective Date and continue until all Service Orders under this Agreement have expired or are terminated.

1.4 "Confidential Information" means any information or documentation (including but not limited to product information, plans and pricing, financials, marketing plans, business strategies, customer information, trade secrets, know-how, data, research and development, software and hardware, software and hardware configurations, APIs, specifications, designs, proprietary formulae and proprietary algorithms), regardless of form or medium, that is disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), or to which the Receiving Party gains access in connection with the performance of this Agreement hereunder, and that the Disclosing Party has designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Au10tix includes the Services; Confidential Information of each Party shall include the terms and conditions of this Agreement and all exhibits and attachments. However, Confidential Information (other than Customer Data and Au10tix trade secrets) shall not include any information that (i) was in the public domain at the time of disclosure; (ii) became publicly available after disclosure to Receiving Party without breach of this Agreement; (iii) was lawfully received by Receiving Party from a third party without such restrictions; (iv) was known to Receiving Party, its employees or agents without such restrictions prior to its receipt from the Disclosing Party; (v) was independently developed by Receiving Party without breach of this Agreement as a matter of record; or (vi) was generally made available to third parties by the Disclosing Party without such restriction.

1.5 "Customer Data" means electronic data and information either submitted by Customer or on its behalf through use of the Services, or generated by the Services on behalf of Customer, including personal or personally identifiable information, as such terms are defined by Data Protection Laws ("**Personal Data**"). Processing of

Customer Data by Au10tix shall be governed by Schedule C that will be an integral part of this Agreement.

1.6 “Data Protection Laws” means (a) Directive 95/46/EC and Directive 2002/58/EC, in each case as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (“GDPR” and collectively with the foregoing “EU Data Protection Laws”); (b) California Consumer Privacy Act of 2018 and its implementing regulations, as amended or superseded from time to time (California Civil Code §§ 1798.100 to 1798.199) (“CCPA”), and (c) the Israeli Privacy Protection Law 1981 as amended, or replaced from time to time, and any regulations enacted thereunder (“Israeli Privacy Laws”)

1.7 “Documentation” means any written instruction (including via electronic mail) or user manuals, program listings, technical or training materials, online information, and technical, design or functional specifications describing the operation or use of any Service.

1.8 “Effective Date” means the date on which the Agreement or a valid Service Order referencing and incorporating the Agreement have been signed by the later of each of Au10tix and Customer.

1.9 “Intellectual Property” means all algorithms, application programming interfaces (APIs), apparatus, concepts, Confidential Information, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos and slogans), methods, models, procedures, processes, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.

1.10 “Intellectual Property Rights” means all intangible legal rights, titles and interests evidenced by or embodied in all: (i) inventions (regardless of patentability and whether or not reduced to practice), improvements thereto, patents, patent applications, patent disclosures, together with all re-issuances, continuations, continuations in part, revisions, extensions, and re-examinations thereof; (ii) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with translations, adaptations, derivations, and combinations thereof, including goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (iii) any work of authorship, regardless of copyrightability, copyrightable works, copyrights (including moral rights) and applications, registrations, and renewals in connection therewith; (iv) mask works and applications, registrations and renewals in connection therewith; (v) trade secrets and Confidential Information; and (vi) other proprietary rights and any other similar rights, in each case on a worldwide basis, and copies and tangible embodiments thereof, in whatever form or medium.

1.11 “Material Breach” means (i) a material violation or breach by a party to this Agreement of any of the terms of this Agreement (including any Service Order) that, if such violation or breach is capable of being cured, the breaching party fails to cure within thirty (30) calendar days following receipt of notice of the violation or breach from the other party. Without limitation to the foregoing, any breach by Customer regardless of any healing period, of Section 4 (Warranties

and Representations), 6 (Privacy and Data Protections Laws), 7 (Fees and Payments), 9 (Confidentiality), 10 (Intellectual Property), Schedule C (Data Processing Agreement), Schedule D (Information Security Addendum), 11 (Indemnification) will be deemed a Material Breach.

1.12 “Personnel” means with respect to Customer, each Customer and Customer Affiliate employee or independent contractor (not a competitor of Au10tix) under obligations (a) of confidentiality and nondisclosure, and (b) to protect Au10tix Intellectual Property; with respect to Au10tix, each Au10tix employee or independent contractor under obligations of confidentiality and nondisclosure to protect Customer Data which performs on behalf of Au10tix hereunder. For the avoidance of doubt, each party shall be responsible for its Personnel’s compliance with this Agreement.

1.13 “Service Order” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Au10tix or any of their Affiliates, including any addendums thereto contemplating the order of the Services. By executing a Service Order hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

1.14 “Au10tix BOS Platform” means the Au10tix’ proprietary software including front end and back end facilitating automated customer onboarding, authentication and KYC back-office solutions, developed by Au10tix and provisioned to its Customers in a consumption based ‘software as a service’ model including all Intellectual Property related thereto.

1.15 “Services” means the services that are ordered by Customer under a Service Order or provided to Customer free of charge under, and made available online by Au10tix via the Au10tix’s Platform or otherwise as described in the applicable Service Order

1.16 “Third-Party Applications” means online software applications, hosting services, software-as-a-service, application program interfaces, and other software products that are provided by third parties (not Au10tix) and interoperate with and/or are incorporated into the Services.

1.17 “Updates” means release of new version of the Service by Au10tix, which may include improvements to the Services, error corrections and other changes of the Services, but excluding any new feature or substantial additional functionality available for the Service, which, may or may not in Au10tix’s sole discretion, be integrated and if integrated may be subject to separate fees.

2 PROVISION OF SERVICES, USE RIGHTS.

2.1 Provision of Services. Commencing on the Effective Date and continuing throughout the duration of the Agreement Term, Au10tix will provide the Customer with its than most current released version of the Services for use by Customer pursuant to the terms of this Agreement, including applicable Documentation, the Support and Service Level Terms, and in compliance with any applicable Service Orders.

2.2 License. Au10tix 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 and only as come to terms in the Services described in the relevant Service Order. All rights not expressly granted to you are reserved by Au10tix and its licensors.

2.3 Use Restriction. Customer will not (a) make the Service or Documentation or any part thereof available to anyone other than its Personnel, or use any of the Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in a

valid Service Order, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or any part thereof, or include the Services or any part thereof or the Documentation in a service bureau or outsourcing offering, (c) transmit through the Services infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) knowingly transmit through or otherwise expose the Cloud Environment or the Service files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Cloud Environment, Services or another's computer, (e) interfere with or disrupt the integrity or performance of any Service or data contained therein, (f) attempt to gain unauthorized access to any of the Services or its related systems or networks, (g) permit direct or indirect access to or use of any of the Services in a way that circumvents a contractual usage limit, or use any of the Services to access or use any of Au10tix Intellectual Property except as permitted under this Agreement or an applicable Service Order, (h) modify, copy, or create derivative works based on the Au10tix BOS Platform, the Services or any part thereof, feature, function or user interface thereof, (i) copy Documentation except as permitted herein or in a valid Service Order, (j) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as expressly permitted in writing by Au10tix, (k) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit any output of the Services (hereinafter: "**Content**") other than for its own internal business purposes or make the Content or the Services available to any third party; (l) modify or make derivative works based upon the Service or the Content;

3 **AU10TIX RESPONSIBILITIES.**

3.1 Maintenance of Cloud Environment. Au10tix shall be responsible for the preparation, operation, maintenance, procurement and hosting of all software, facilities, hardware and all other technical equipment (the "**Cloud Environment**") required to provide access to and use of the Services; provided however, that Customer will maintain and operate computer systems, software and telecommunications services meeting such minimum technical requirements to access to, and use the Services (the "**Customer Environment**").

3.2 Documentation and Procedures. Au10tix will provide Customer with Documentation and/or will otherwise specify to Customer regarding the procedures according to which Customer may access to and use the features and functionalities of the Services, including, without limitation, by provision of access codes, passwords, technical specifications, connectivity standards, or any other relevant procedures.

3.3 Support and Service Levels. As part of the Services and as specified in the applicable Service Order and the level of support as depicted in "**Support and Service Levels**" located at <https://www.au10tix.com/downloads>, Au10tix shall: (i) provide customer with applicable Au10tix standard support for the Services at no additional charge, and/or upgraded support if purchased, and (ii) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (a) scheduled downtime not to exceed 6 hours in any calendar month (of which Au10tix shall give at least 12 hours' notice) and which Au10tix shall schedule, to the extent reasonably practicable, during non-working hours; and (b) any unavailability caused by circumstances beyond Au10tix's reasonable control, including without limitation, force

majeure events, computer, telecommunications, Internet service provider or third party hosting facility failures, delays involving hardware, software or power systems not within Au10tix's possession or reasonable control, and denial of service attacks. Au10tix's sole liability for any breach of this warranty shall be, in Au10tix's reasonable discretion, to restore the access to the Services, provided that if Au10tix is unable to restore access to the Services within 7 days from Customer's written notice and upon all paying of all outstanding invoices (excluding unavailability under Section 3.3(b)), Customer may terminate this Agreement in accordance with Section 12.2.

3.4 Updates. Throughout the Agreement Term, Au10tix may from time to time integrate Updates to the Services and Documentation aimed to improve the Services provisioned to Customer, and to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third-Party Applications. Customer hereby agrees that Au10tix may change the Services from time to time with no warranty, representation or other commitment given in relation to any functionality of the Services, provided that such changes to the Services by Au10tix do not fundamentally change the Services to their detriment and shall not derogate the Services.

3.5 Security. Au10tix will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, as described in Data Protection Agreement. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).

4 **CUSTOMER WARRANTIES AND RESPONSIBILITIES.**

4.1 Organization and Authority. Customer is a corporation duly organized, validly existing and in good standing under applicable law, with full power and authority to conduct its business in the manner in which it has been conducted and to execute, deliver and perform this Agreement and any Service Order to which it will become a party. The execution, delivery and performance of this Agreement and any Service Order by Customer have been duly authorized by all necessary corporate action. This Agreement and each Service Order, when executed and delivered by Customer, shall be legal, valid and binding obligations of Customer enforceable against it in accordance with the terms hereof and thereof.

4.2 Financial Warranties. Customer represents, warrants, and covenants that it has the financial viability to fulfill the obligations under the Agreement and any Service Order. In addition, during the Term, Customer will provide prompt written notice to Au10tix of any event or condition that results in, or is reasonably likely to result in, a material adverse change to Customer's financial condition, reputation or operation to the extent it may adversely affect the performance of this Agreement or any valid Service Order.

4.3 Customer Responsibilities. Customer will (i) be responsible for its Personnel compliance with this Agreement, Documentation and Service Order, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the operation of any hardware, software or application with which Customer access to and uses Services, (c) prevent unauthorized access to or use of Services and Content, and notify Au10tix promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement, Service Order and abide by all applicable local, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (as applicable), including those related

to data privacy, security, international communications and the acquire, transmission, maintenance and safe keeping of technical or personal data.

4.4 Passwords. All access codes, users and passwords are personal to Customer use only. 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 notify (i) Au10tix immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Au10tix 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 Au10tix user or provide false identity information to gain access to or use the Service. 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.

4.5 Affiliate Authorization. The Parties acknowledge and agree that Service Orders made under this Agreement may be entered into by an Affiliate of either Party. In the event that an Affiliate of a Party enters into an Order on behalf of Customer or Au10tix, such Affiliate shall be subject to all of the respective obligations of Customer and Supplier under this Agreement, and each Party agrees to be held fully responsible for the performance of this Agreement by its Affiliate.

4.6 Suspension of Service. Any use of the Services in breach of the foregoing by Customer that in Au10tix's reasonable judgment threatens the trade secrets, security, integrity or availability of the Services, the Cloud Environment or Customer Data, may result in Au10tix's immediate suspension of the Services, however Au10tix will use reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

5 CUSTOMER DATA.

5.1 Ownership. Customer Data is owned exclusively by Customer, Au10tix does not own any data, information or material that Customer submit to the Service in the course of accessing to or using the Service. Upon the earlier of termination of this Agreement or Customer written request, Au10tix shall within three (3) working days, delete and/or destroy (as technically feasible) all Customer Data in its possession and under its care. Upon Customer written request, Au10tix shall issue a certificate of destruction signed by an authorized signatory to certify the fulfillment of such deletion request by Customer.

5.2 Responsibility for Backups. Customer acknowledges that Au10tix is not a backup or storage service, and therefore except as explicitly provided in this Agreement or any valid Service Order, Au10tix shall have no liability towards Customer with regard to any loss, deletion, destruction or failure to store any Customer Data. Customer further acknowledges that Au10tix is not responsible and has no liability for the performance of any hardware, software, or other item or service provided operated or maintained on Customer's behalf by anyone other than Au10tix in connection with Customer's use of the Services.

5.3 Updates and Service Improvement. Customer hereby grants Au10tix, during the Agreement Term and subject to Au10tix 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 Au10tix 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. Au10tix 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.

6 PRIVACY AND DATA PROTECTION LAWS.

6.1 Data Protection Addendum. In addition to general provisions set forth in this Section 6 with respect to Personal Data, the Parties shall execute a Data Protection Addendum in the form attached to the Service Order related to the parties compliance with the applicable Data Protection Laws (hereinafter the "DPA").

6.2 Data Protection Laws. where Customer submit Personal Data for processing by Au10tix pursuant to this Agreement, each party warrants and undertakes to comply with its obligations under the applicable Data Protection Laws, and, without prejudice to the foregoing, neither party shall act or omit to act in a manner that will or is likely to result in the other party breaching its obligations under such Data Protection Laws.

6.3 Relationship of the Parties. with respect to the processing of Personal Data, the parties agree that Au10tix shall be deemed to be a Processor/Service Provider and Customer shall be deemed to be a Controller/Business, as such terms are defined in Data Protection Laws.

6.4 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:

- 6.4.1** establishing the legal basis required for the processing of Personal Data by Au10tix in accordance with the terms of this Agreement, including by obtaining all rights or consents as necessary to use the Personal Data;
- 6.4.2** ensuring the completeness, quality, integrity, legality, appropriateness and copyright of all Personal Data;
- 6.4.3** take 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 Personal and control and is integrated with the Service or the Cloud Environments;
- 6.4.4** take appropriate technical and organizational measures to ensure the security and integrity of Personal 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;

7 FEES AND PAYMENTS.

7.1 Payment Terms. fees will be invoiced in advance and otherwise in accordance with the relevant Service Order. Unless otherwise stated in the Service Order, fees are due net 30 days from the invoice date. The parties acknowledge that invoices may also be submitted electronically by Au10tix. Customer shall be responsible for providing complete and accurate billing and contact information to Au10tix and shall notify Au10tix of any changes to such information.

7.2 Scope and Volume. The scope and volume of the Services may not be downgraded during the Service Order or part of the way through an Agreement Term unless specifically approved in writing. Customer shall oblige to a minimum commitment as defined in the Service Order in which acceding the minimum commitment shall pay as described in the applicable Service Order.

7.3 Late Payments. If any charge owing by Customer under this Agreement or any valid Service Order for Services is 10 days or more overdue, Au10tix may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, Au10tix will give Customer at least 14 days' prior notice that its account is overdue for billing notices, before suspending services to Customer. Notwithstanding the foregoing, any amounts not paid to Au10tix when due shall bear interest at the rate of five percent (5%) per annum, or the maximum legal rate if less, commencing with the payment due date. Customer shall reimburse Au10tix for all costs of collection, including reasonable attorneys' fees. This Section is without prejudice to any other rights and remedies available under this Agreement or by applicable Law.

7.4 Inflation. Not derogating from Section 7.5, Au10tix may, no more than once per Service Order Term and not to take effect until the completion of the first Agreement year, alter the level of Fees by up to 2% above any increase over the previous 12 months in the Retail Price Index published by the Office for National Statistics. Alterations of the Fees under this clause require not less than 60 days' notice to the Customer.

7.5 Taxes. All amounts due to Au10tix hereunder are net amounts, exclusive of any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Au10tix has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Au10tix will invoice Customer and Customer will pay that amount unless Customer provides Au10tix with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Au10tix is solely responsible for taxes assessable against it based on its income, property and employees.

8 WARRANTIES; DISCLAIMER.

8.1 Disclaimer, Limitation of Liabilities. EXCEPT AS PROVIDED IN THIS AGREEMENT SOLELY FOR THE BENEFIT OF THE CUSTOMER AU10TIX 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 AND PROVIDES THE SERVICES, AND DOCUMENTATION TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND, AND AU10TIX EXPRESSLY DISCLAIMS ALL WARRANTIES - STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT, FITNESS

FOR A PARTICULAR PURPOSE, ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.. AU10TIX FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF SERVICES WILL BE FREE FROM DEFECTS, OR THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. 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 AU10TIX 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) AS TO THE SATISFACTORY QUALITY, PERFORMANCE, AND ACCURACY OF THE SERVICES, REMAINS WITH CUSTOMER.

8.2 EXCEPT FOR WILLFUL MISCONDUCT, OR FRAUD, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, AU10TIX MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE HIGHER BETWEEN (I) TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO AU10TIX DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES, AND (II) TEN THOUSAND USD (\$10,000). TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST OF REVENUS, PROFITS, FAILURE TO REALIZE SAVINGS, GOOD WILL, BUSINESS INTERRUPTION OR LOSS OF USE, LOSS OF DATA (INCLUDING CUSTOMER DATA), COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Internet Delays. AU10TIX's SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AU10TIX IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. IT IS MUTUAL RESPONSIBILITY OF AU10TIX AND OF THE CUSTOMER TO PROVIDE THE TELECOMMUNICATIONS AND NETWORK SERVICES AND CORRECTLY CONFIGURED HARDWARE AND OTHER EQUIPMENT NEEDED TO CONNECT TO THE SERVICES.

8.4 Basis of Bargain. THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS SECTION 8 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN AU10TIX AND CUSTOMER AND WILL APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

8.5 Without limiting the effect of the above, and without prejudice to its obligations under this Agreement, Au10tix does not warrant that: the supply of Au10tix's data and the Services will be free from interruption; Au10tix's data is accurate, up to date, complete, reliable, useful, fit for purpose or timely; Au10tix's data has been tested for use or suitability by the Customer; the Services will meet any statutory obligations of the Customer.

9 PROTECTION OF CONFIDENTIAL INFORMATION.

9.1 The Receiving Party shall (i) hold the Disclosing Party's Confidential Information in strict confidence; (ii) prevent access to and disclosure of such Confidential Information, other than to those of its employees, subcontractors or agents with a need to know such information and who have previously agreed (e.g., as a condition to

their employment or agency) to be bound by terms respecting the protection of confidential information which are substantially similar to those of this Agreement and which would extend to the Disclosing Party's Confidential Information; (iii) use such Confidential Information only for the purposes for which it was disclosed; and (iv) not modify, reverse engineer, decompile, create other works from, assign to third parties, or disassemble any such Confidential Information unless otherwise specified in writing by the Disclosing Party. The Recipient agrees that any Confidential Information shall be handled with at least the same degree of care that it applies to its own confidential information, but in no event less than a reasonable degree of care. Additionally, the Receiving Party will provide prompt notification to Customer of any unauthorized access to or disclosure of Disclosing Party's Confidential Information.

9.2 Compelled Disclosure. Notwithstanding Section 9.1, the Receiving Party may comply with a judicial order or other compulsion of Law requiring the disclosure of Confidential Information, provided that the Receiving Party provides to the Disclosing Party prompt written notice of such order and the opportunity to challenge such order at the Disclosing Party's own expense, unless doing so is prohibited by Law (including by the order itself). If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. Without derogating for the aforementioned, Disclosing Party shall have the right to defend such disclosure in lieu and on behalf of Receiving Party. Receiving Party shall furnish only that portion of Confidential Information that is necessary in order to comply with such legal obligation;

9.3 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party has the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

9.4 Survival. This Section survives for so long as either Party has Confidential Information of the other Party in its possession or under its control.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership. Au10tix alone owns or is licensed and authorized to grant all right, title and interest, including all related Intellectual Property Rights, in and to the Au10tix BOS Platform, the Au10tix technology, the Service, the Documentation and any Intellectual Property related thereto including in suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, Au10tix's technology or Intellectual Property Rights. Au10tix name, logo, and the product names associated with the Service are trademarks of Au10tix, and except as specified herein, no right or license is granted to use them without Au10tix explicit written consent.

10.2 Intellectual Property Use Rights. the only right granted to Customer under this Agreement or any related Service Order, is a non-exclusive, non-transferable, non-assignable, personal limited right to use the Services as specified in the applicable Service Order. With

respect to the Documentation applicable to the Services, during the Agreement Term Au10tix grants to Customer, a nonexclusive, non-assignable, and nontransferable limited license to access, display, distribute, copy or otherwise make reasonable use of the Documentation, solely as needed for the use of the Services.

10.3 Restrictions. Customer may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish download or copy any part of the Services; (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Au10tix; or (c) license, sell, transfer, assign, distribute, outsource, permit sharing or service bureau use of, commercially exploit, make available the Services to any third party except as permitted by this Agreement or an applicable Service Order.

11 INDEMNIFICATION.

11.1 Au10tix Indemnity. Au10tix will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any purchased Service infringes or misappropriates such third party's Intellectual Property Rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Au10tix in writing of, a Claim Against Customer, provided Customer (a) promptly gives Au10tix written notice of the Claim Against Customer, (b) gives Au10tix sole control of the defense and settlement of the Third party IP Claim (except that Au10tix may not settle any Third party IP Claim unless it unconditionally releases Customer of all liability), and (c) gives Au10tix all reasonable assistance, at Au10tix's expense. If Au10tix receives information about an infringement or misappropriation claim related to a Service, Au10tix may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Au10tix's warranties (ii) obtain a license or other right to use for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Third party IP Claim arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Au10tix, if the Services or use thereof would not infringe without such combination; (3) a Third party IP Claim arises from Services under a Service Order for which there is no charge; or (4) a Third party IP Claim arises from Content, a non Au10tix application or Customer's breach of this Agreement, the Documentation or applicable Service Order.

11.2 Exclusive Remedy. The indemnity in this Section 11 states the Au10tix's entire liability and obligation and Customer's sole remedy for any claim including for the infringement of a third party's Intellectual Property Rights.

11.3 Customer Indemnity. Customer, at its sole expense, shall defend, indemnify and hold harmless Au10tix from any action based upon a claim resulting directly or indirectly from: (1) breach of Section 9 (Confidentiality), Section 8 (Warranties), Section 5 (Customer Data), Section 6 (Privacy and Data Protection Laws), Section 10 (Intellectual Property Rights), Section 14.3 (Anti- Corruption), Section 14.4 (Anti-Slavery) and [Data Processing Agreement], (2) for any willful

misconduct or negligent act or omission by Customer, its Affiliates or Personnel, contractors, agents, or subcontractors of either, and shall reimburse Au10tix for all damages, costs, and expenses awarded against Au10tix pursuant to any such actions; or (3) the infringement or misappropriation of any third party's Intellectual Property Rights resulting from Au10tix's use of Customer Data.

All indemnification obligations in this Section 11.3 above are subject to the following procedure: Customer will notify Au10tix in writing of any indemnified claim within 5 days of receipt of that claim to allow Au10tix to investigate and defend the matter. Au10tix will have sole control of the defense and all negotiation for any settlement or compromise of any indemnified claim provided that (a) no indemnified claim may be settled or compromised by Client without Au10tix's prior written consent, unless the settlement or compromise includes a release of all claims against Au10tix by the party bringing the claim or action; and (b) Au10tix may by providing written notice to Customer (i) within forty (40) business days of service of notice by Customer of receipt of an indemnified claim; or (ii) at any time where Customer has refused or failed to assume control of the defense or to diligently pursue the defense thereafter, assume sole control of the defense and all negotiation for any settlement or compromise of such claim in such a manner as Au10tix may deem appropriate, at Customer's sole expense. Each party will have the right, at its sole expense, to participate in the legal proceeding where the other party is controlling the defense, with counsel of its own choosing. Furthermore, at Client's expense, each party will assist and cooperate in the defense of an indemnified claim as reasonably requested by the party controlling the defense.

12 TERM AND TERMINATION.

12.1 Term. This Agreement shall be in force and effect for the duration of each in effect applicable Service Order. a Service Order will expire pursuant to its specified term as included therein. Unless otherwise stated in the Service Order, the terms of that Service Order will automatically renew for an additional term of twelve (12) months on identical terms and conditions (including quantity and price) unless either Party notifies the other Party in writing at least thirty (30) days prior to expiration of the Service Order that it does not wish to renew.

12.2 Agreement Termination. This Agreement may be terminated as follows: (a) by Au10tix immediately if Customer breaches Sections 4 (Warranties and Representations), 6 (Privacy and Data Protections Laws), 7 (Fees and Payments), 9 (Confidentiality), 10 (Intellectual Property), Schedule C (Data Processing Agreement), 11 (Indemnification) - breach of any of the provisions under this Section 12.2(a) shall constitute as Material Breach; or (b) By either party at any time if the other party declares insolvency, or commences or has commenced against it any proceeding in bankruptcy or insolvency.

12.3 Consequences of Termination. Upon termination of this Agreement for any reason, the Customer must immediately cease using the Services and Au10tix shall be under no further obligation to provide the Services or refund any amount of the Minimum Commitment (as defined in the Service Order), Customer must immediately pay to Au10tix all outstanding fees, charges, payment and expenses due, regardless of if delivered, under this Agreement and any and all Service Order. Upon any termination or expiration of this Agreement, either Party shall return or destroy (as technically feasible) all the Confidential Information in its possession or control and certify the same to upon other Party's written request.

13 GOVERNING LAW; DISPUTE RESOLUTION.

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with English law, without regard to its conflicts of law principles, and shall be subject to the exclusive jurisdiction of the courts in London, England. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties.

13.2 Remedies. Customer acknowledges that each provision providing for ownership and/or protection of Au10tix Intellectual Property is material to this Agreement, and that any threatened or actual breach thereof shall constitute immediate, irreparable harm to Au10tix. If Customer breaches or threatens to breach or a reasonable concern arises with Au10tix regarding the Intellectual Property any such provision, in addition to any other remedies prescribed by Law, Au10tix shall be entitled to seek injunctive, equitable, or other equivalent relief against such breach directly from any court of competent jurisdiction without the requirement to post bond or other security.

14 GENERAL PROVISIONS.

14.1 Publicity. Au10tix may publicly announce the fact of entering into this agreement and use other Customer's name and logo in Au10tix promotional materials, including, without limitation, by posting a logo in its website, press releases, and presentations to third parties. The Customer may publicly announce the fact of entering into this agreement and use other Au10tix's name and logo in Customer promotional materials only after receiving written approval from Au10tix. Either Party may, at any time, instruct the other Party, to change, alter, correct, remove or cease from any promotional material or activity related to this quotation. In the event the either party ("Party One") wishes to use the other party's ("Party Two") trademark or branding, Party One shall only use the trademark and other branding in the form stipulated by Party Two from time to time and shall observe all directions given by Party Two as to colours and size and representations of the trademark and branding and their manner and disposition on the parties products, packaging, labels, wrappers and any accompanying leaflets, brochures or other materials.

14.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

14.4 Anti-slavery. Each party undertakes, warrants and represents that neither the Customer nor any of its officers, employees, agents or subcontractors has: (i) committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or (iii) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; and Each party shall notify the other immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of its obligations under clause 14.4. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the obligations under this Section.

14.5 No Partnership or Agency. This Agreement does not create any relationship of association, partnership, joint venture or agency between the parties. Neither party will have any right or authority to

assume, create or incur any liability or obligation of any kind against or in the name of the other party.

14.6 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by either party, and any such attempted assignment shall be void and of no effect without the other Party advance written consent. Notwithstanding the foregoing, such consent shall not be required if a party assigns this Agreement to an Affiliate or in connection with a merger, or sale of all its stock or all or substantially all of its assets; provided, (i) the Affiliate or surviving entity is not a direct competitor of the other party, (ii) any such assignee has the financial and other abilities required to perform assigning party's obligations and agrees to be bound in writing to assigning party's obligations under this Agreement, and (iii) at the time of assignment, assigning party is not in breach of this Agreement. In no event shall this Agreement, or any rights or privileges hereunder, be an asset of a party under any bankruptcy, insolvency, or reorganization proceedings, or in any other manner whatsoever; however, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, and permitted transferees, successors, and assigns.

14.7 Entire Agreement, Counterparts. This Agreement together with its Schedules and any valid Service Order constitutes the entire agreement between Au10tix and Customer and supersedes any previous agreements or representations, either oral or written, with respect to the subject matter of this Agreement. All amendments will be made only in writing and signed by both parties. This Agreement may be executed in counterparts (including by reliable digital means), all of which together will constitute a single agreement.

14.8 Severability, Waiver. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner, most closely representing the intention of the parties, or if it cannot be so modified, then eliminated, and such elimination shall not affect the validity of any remaining portion, which shall remain in force and effect. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance.

14.9 Limitation on claims. Except for actions for nonpayment, breach of Section 9 "Intellectual Property Rights", or breach of Section 10 "Protection of Confidential Information", no action, regardless of form, arising out of or relating to the Agreement may be brought by either Party more than two (2) years after the cause of action has accrued.

14.10 Force Majeure. A party 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. If the period of delay or non-performance continues for 7 days, the other party may terminate this Agreement by giving 3 days' written notice to the other.

14.11 Notices. Any notices permitted or required under this Agreement and/or any valid Service Order shall be in writing, and shall be deemed given when delivered (i) in person; (ii) by overnight courier,

upon written confirmation of receipt; (iii) by certified or registered mail, with proof of delivery; (iv) by facsimile transmission with confirmation of receipt; or (v) by email, with confirmation of receipt. Notices shall be sent to the address, set forth above, or at such other address, facsimile number or email address as provided to the other party in writing and on the applicable Service Order.

14.12 Miscellaneous. The official language of this Agreement is, and all attachments or amendments to this Agreement, contract interpretations, notices and dispute resolutions shall be in English. Translations of this Agreement shall not be construed as official or original versions. Headings are for convenience only and do not define, interpret or limit the scope of any provision hereof. In all cases, the use of "includes/ing" shall mean "includes/ing without limitation". References to a particular section within a Schedule or other document expressly attached to the Signature Page shall serve to reference the applicable section within that Schedule or document, unless otherwise specified therein. Nothing in this Agreement shall make either party the agent of the other for any purposes whatsoever. No exclusive rights are granted by either party under this Agreement. No person or entity that is not a party to this Agreement will be deemed to be a third-party beneficiary or entitled to any rights under this Agreement.