

END USER TERMS OF SERVICE

This End User Terms of Service contains the terms and conditions that govern your access to and use of the Services (as defined below) (the "**Agreement**") and shall apply between AU10TIX Ltd. (the "**Company**", "**We**", "**Us**" or "**Our**"), on the one hand, and the Customer (as defined below) on the other hand, which governs the Customer's access and use of the Service (as defined below). By accepting this Agreement, either by clicking a box indicating Your acceptance, and/or by purchasing the Services from authorized reseller of the AU10TIX (the "**Reseller**") IT IS HEREBY CLARIFIED THAT THE RESELLER IS THE ONLY POINT OF CONTACT WITH RESPECT TO EVERY ASPECT PATEINING TO THE PURCHASE OF THE SERVICE AND THEIR PERFORMANCE. ANY CONNECTION WITH RESPECT TO SERVICE AGREEMENT (AS DEFINED BELOW), INCLUDING, WITHOUT LIMITATION, TO CONSIDERATION AND PAYMENT TERMS, AVAILABILITY, CHANGES, SCOPE OF SLA AND/OR ANY OTHER MATTER WILL BE SOLELY REFERRED TO AND EXECUTED BY THE RESELLER. COMPANY IS NOT A CONTRACTING PARTY TO THE SERVICE AGREEMENT, AND THE SERVICE AGREEMENT SHALL NOT BE CONSIDERED AS AN AGREEMENT FOR THE BENEFIT OF A THIRD PARTY (MEANING, THE COMPANY).

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

1. **Definitions and Interpretation**
 - 1.1. The headings in this Agreement are for convenience only and shall not affect their interpretation.
 - 1.2. In this Agreement, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:
 - 1.2.1. "**Content**" means visual, audio, numeric, graphical, text or other data or content supplied by third parties and made available by the Company for use in conjunction with the Services, if any;
 - 1.2.2. "**Customer**" means the business, legal entity or other organization that purchased the Services from Reseller, and is using the Services subject to and in accordance with the terms of this Agreement;

"**Customer Data**" means any data, information, content or material that You (and/or You Users) submit and/or otherwise upload to the Service in the course of using the Service;
 - 1.2.4. "**Service(s)**" means the Company's proprietary cloud-based software as a service, as described in the Service Agreement;
 - 1.2.5. "**Service Agreement**" means any agreement entered into between the Reseller and the Customer (including via any purchase order), for the purchase of the Services.
 - 1.2.6. "**Subscription Term**" the period during which You are entitled to use the Services as purchased from the Reseller under the Service Agreement.
 - 1.2.7. "**User(s)**" means Customer's employees, representatives or contractors who are the end user(s), authorized by Customer to access and use the Services, and have been supplied with user identifications and passwords.
2. **Right to Use the Service**

Prusing to your agreement with the Reseller you have been granted with the rights to use the Services. The use of the of Services are subject to the terms of this Agreement. The rights to use the Services are revocable, non-exclusive, non-transferable, non-sub-licensable, worldwide, solely for Your own internal business purposes (and not for resale, further distribution, or for providing outsourcing or service bureau services), during the Subscription Term. All rights not expressly granted to You under this Agreement are reserved by Company and its licensors. Upon expiration or termination of the

Subscription Term, all rights granted to Customer (and/or any of its Users) herein shall immediately terminate and expire.

3. **Restrictions of Use**

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

3.1.1. License, sublicense, sell, resell, transfer, assign, distribute, copy, outsource, or otherwise commercially exploit or make available to any third party the Service or the Content in any way;

3.1.2. Modify or make derivative works based upon the Services or the Content;

3.1.3. Create Internet "links" to the Service, "frame", or "mirror" any Content on any other server or wireless or Internet-based device.

3.1.4. Send "spam" or otherwise duplicative or unsolicited messages in violation of applicable law to the Company;

3.1.5. Send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children;

3.1.6. Send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

3.1.7. Interfere with or disrupt the integrity or performance of the Service or the data contained therein;

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

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

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

3.1.11. Unauthorized use of personal information (as defined in the GDPR) without following the applicable law and receive data subject necessary consents.

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

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

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

By accessing and/or using the Services, You hereby warrant and represent as follows: (i) You have the legal power and authority to enter into this Agreement; (ii) You will maintain the confidentiality of any non-public authentication credentials associated with Your use of the Service (including, without limitations, the Customer Data). You shall keep all passwords confidential to prevent unauthorized use of the Service, and You shall not give or make available passwords or other means of accessing the Service to any unauthorized individuals. To the extent You have any suspicion or becoming aware, that a password has been lost, stolen or of any other unauthorized use the Services, You should notify the Reseller immediately. Usage on public network or computers outside Your organization is at your own responsibility and risk (iii) You shall not falsely identify yourself nor provide any false information to gain access to the Service; (iv) The Customer Data was duly obtained by You, from legitimate and lawful sources. You further represent that you are authorized to grant the Company the right to access and use Customer Data, and You obtained any and all consents and/or authorizations as required according to applicable laws Company, from any data subject to whom Customer Data relates (including the User, if applicable), for the receipt, collection, processing, transfer, storage and use of such

Customer Data by the Company (and/or any third party acting on its behalf), for the purposes set forth under this Agreement. You are aware that for the purpose of providing the Service, Customer Data may be transferred to, and/or otherwise be stored or hosted in data centers located Worldwide. You further warrant and represent that the transfer of the Customer Data to the Company (including any usage and/or storage and/or hosting in third parties' data centers) will not violate and/or otherwise infringe any third party rights (including, intellectual property rights, the right for privacy etc.).

6. **Customer's Responsibilities.**

Without derogating from any other Subscriber's obligations and responsibilities hereunder, it is agreed that Customer is solely responsible for:

- (i) All activity occurring under Your account/s and shall abide by all applicable local, national and foreign laws, treaties and regulations in connection with Your (and Your User's) use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You are responsible for ensuring that Your Users comply with the provisions of this Agreement;
- (ii) Procuring and maintaining its network connections and telecommunications links from Your systems to the Company's data centers, and for all problems, conditions, delays, delivery failures and for all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the Internet, and not by any fault of the Company;
- (iii) adequate protection and for maintaining appropriate security on Your systems and equipment used in connection with the Service;
- (iv) Acts and omissions of Your Users as if they were Customer's acts and omissions;
- (v) The accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data
- (vi) Complying with all legal and/or contractual requirements and obligations, including applicable privacy laws, regulations and your

agreements with third parties who generate and/or process the Customer Data, relating to the collection, use, processing and transfer of Customer Data.

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

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

8. **Protection of Customer Data**

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

9. **Intellectual Property Rights**

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

9.2. Further, You hereby grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any

suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Service. We may utilize the information concerning Your use of the Service to improve Our Service.

9.3. The Company alone (and its licensors, where applicable) shall own any and all rights, title and interest, including all related intellectual property rights, in and to the Company technology, the Content and the Service (including any suggestions, ideas, enhancement requests, feedback etc., as detailed under Section 9.2 above). This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Service, the Company's technology and the intellectual property rights in such, which are owned by the Company. The Company name, the Company's logo and the product names associated with the Service are trademarks of the Company or third parties, and no right or license is granted to use them.

10. **Indemnification**

10.1. The Company shall indemnify and hold you harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes a copyright, or a trademark of a third party, or Customer's use of the Services not in accordance with the Company's instructions or other information, and/or in case Customer or anyone acting on its behalf (including the Users) change the Service or combination of the Services with the Customer's products, service or business process(es); Company's indemnification herein states Company's entire liability and Customer's sole remedy for any allegation of infringement of intellectual property rights.

10.2. The obligations under this Section 10 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of

the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

10.3. Neither party will have obligations or liability under this Section 11 arising from infringement by combinations of the Services or Customer content, as applicable, with any other product, service, software, data, content or method. In addition, the Company will have no obligations or liability arising from your or any End User's use of the Services after THE COMPANY has notified you to discontinue such use. The remedies provided in this Section 10.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content. (d) For any claim covered by Section 10.2(a), THE COMPANY will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

11. **Disclaimer of Warranties**

11.1. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" AND "AS AVAILABLE" 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 COMPANY AND ITS LICENSORS.

11.2. TO THE MAXIMUM EXTENT APPLICABLE BY LAW, THE COMPANY 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.

11.3. WITHOUT DEROGATING FROM THE GENERALITY OF THE ABOVE, COMPANY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) THE SERVICE'S OUTPUT WILL BE ACCURATE OR RELIABLE OR CORRECT; (D) THE SERVICE OR THE DATA CENTERS THAT MAKE THE SERVICE AVAILABLE, AND/OR WHERE THE CUSTOMER DATA IS STORED AND/OR HOSTED SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11.4. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11.5. Company shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store or host any Customer Data. Without derogating from any other remedy Company is entitled to under this Agreement and/or applicable law, Company reserves the right to withhold, remove and/or discard Customer Data, including, due to a request of a regulatory authority, to the extent it calls for terrorism, coup, violates any applicable law, advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind, and You shall not have any claim and/or demand and/or complain against the Company in this regard.

12. Limitation of Liability

12.1. Each party will be legally liable for bodily injury and damages to tangible property. Notwithstanding anything to the contrary in this Agreement or applicable law, in no event shall

the Company, its affiliates and/or its vendors, distributors and subcontractors, their respective employees, officers and directors and/or anyone acting on their behalf (i) be liable towards the Customer and/or any other third party for any incidental, special, indirect, exemplary or consequential damages, including without limitation, loss of income, downtime costs, loss of profits, revenue, business or business interruption, loss of goodwill, loss of data and/or undertaking the restoration of data or cost of substitute services, or other economic loss, arising out of this Agreement and/or the Service, even if the Company, its affiliates, subcontractors suppliers and/or anyone acting on its behalf has been advised of the possibility of such damages; (ii) the aggregate liability to You or any third party for direct damages arising out of or in connection with the Agreement or the Services, exceed \$5,000 USD. the foregoing limitation of liabilities will apply regardless of the form or theory of the claim or action and whether any claim for recovery is based on theories of contract, warranty, tort (including negligence and strict liability) or otherwise.

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

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

13. Governing Law And Jurisdiction

13.1. The Agreement shall be governed by and construed in accordance with the Company of England and Wales, excluding its choice of law principles.

13.2. If the parties cannot resolve any dispute by mutual agreement, then the dispute shall be finally settled, by the competent binding arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The arbitration panel shall comprise

of one arbitrator and the seat of arbitration shall be in London. The language to be used in the arbitral proceedings shall be English. The application of the UN Sales Convention is explicitly excluded. The parties agree that other than for motions seeking temporary injunctive relief and for motions to enforce arbitrator's rulings, if any, which shall be resolved by the applicable court of law. The parties waive any objections against and agree to submit to the arbitration dispute resolution process.

14. **Confidentiality.**

14.1. 14.1 "AU10TIX Confidential Information" means all nonpublic information relating to the Services including the AU10TIX's software and technology or reasonably should be understood to be confidential. You may use AU10TIX Confidential Information only in connection with your use of the Services as permitted under this Agreement. You will not disclose AU10TIX Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of AU10TIX Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings.

15. **Miscellaneous**

15.1. The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Your consent to such changes.

15.2. This Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning such

subject matter.

15.3. The waiver of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach.

15.4. In the event any provision of the Agreement is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect, but such provision shall be deemed modified to the extent necessary to render such term or provision enforceable, preserving to the fullest extent permissible the intent and agreements of the parties herein set forth.