END USER LICENCE AGREEMENT – Small Australian Clients

Revised November 2023

PLEASE READ THIS END USER LICENCE AGREEMENT ("**EULA**") CAREFULLY BEFORE USING THE PRODUCT OR SERVICES (DEFINED BELOW) TO WHICH THIS EULA RELATES. BY USING THE PRODUCT YOU AGREE TO BE BOUND BY THIS EULA.

This EULA is a legal agreement between "**You**" ("**Your**" and "**Client**") and "**IDVerse**" ("**we**", "**us**" and "**our**") (as defined in clause 1) and each referred to as a "**party**". In this EULA "**You**", "**Your**" and "**Client**" refers to the entity using the Product. Where "**You**" comprises two (2) or more entities, then each of them are bound by this EULA jointly and severally. The EULA will also apply to Products and Services provided on a Proof of Concept basis. For the avoidance of doubt, "**You**"/ "**Your**"/ "**Client**" excludes a User.

1. The Parties

1.1. This EULA is between IDVerse and You and includes any and all amendments or other policies, rules and other terms that are expressly incorporated in this EULA by reference (collectively, the "EULA").

1.2. For the purpose of this EULA, "IDVerse" means OCR Labs Pty Ltd, a New South Wales company with ACN 603 823 276.

2. Contract structure and precedence

2.1. The defined terms in this document are set out in this EULA. Additional terms for the provision of the Product and Services to Client may be set out in Your agreement with the Partner. In the event of a conflict, inconsistency or ambiguity between any provisions of the documents comprising this EULA, the provisions will prevail in the following decreasing order:

(a) this EULA;

(b) Your agreement with the Partner; and

(c) any other documentation incorporated by reference into this EULA.

3. Licence

Subject to Client's compliance with this EULA, IDVerse grants to Client a non-exclusive, limited, non-sublicensable, non-transferable, revocable licence to access, use, and make available to Users the Product in accordance with this EULA and Your agreement with the Partner.

4. Use of the Product and Services

4.1. Client is responsible for any and all actions taken by Administrators and must procure that each Administrator complies with, and does not seek to circumvent, any restrictions imposed on such access by IDVerse and/or by Client. To the extent permitted by Law, IDVerse will not be liable for any Loss arising out of or in connection with any Administrator's failure to maintain the security of its credentials with respect to the Product or Services under this EULA. Client is responsible for any and all actions taken, directly or indirectly, using any of Client's credentials. Client will immediately notify IDVerse of any unauthorised use of any credentials or the Product or Services, which Client or its Administrators become aware.

4.2. Client will make the Product available to Users only in a manner consistent with this EULA and in accordance with any reasonable instructions given to Client by IDVerse from time to time. To the extent permitted by Law, IDVerse will not be liable for any Loss arising out of or in connection with an Administrator's failure to maintain the security of their session on the Product.

4.3. Where APIs form part of the Product, Client will use those APIs reasonably, in a manner consistent with this EULA and in accordance with any reasonable instructions given to Client by IDVerse or a Partner from time to time. Client is responsible for the safe keeping of any API keys.

4.4. Where Client is required to specify a domain for the operation of the Product, IDVerse may verify that Client owns or controls that domain. If Client does not own or control the relevant domain, then IDVerse will have no obligation to provide Client with the Product via such domain. The Client shall give IDVerse at least five days' notice before changing a domain on the Product.

4.5. To the extent permitted by Law, Client is solely responsible for ensuring that all information it provides or inputs on any Product is accurate and up-to-date, including being solely responsible for creating and updating its own account, and any Administrator account and profile.

4.6. It is a condition of the use of the Product and Services that the Client:

(a) does not remove or alter any watermarked or imbedded IDVerse branding on the Service;

(b) when describing the identity verification aspect of its own product or service publicly, always states that it is "*powered by IDVerse*" (or any other amended brand name that may be communicated to the Client from time to time);

(c) operates or uses an alternative verification method to the Product for Users who do not wish to consent to the use of their biometric data;

(d) collects informed consent from Users before use of the Product. The Product contains a User consent screen and the Client shall be directly liable to IDVerse if IDVerse suffers any Loss arising from any changes made to the User consent screen in the Product, fails to link the Client's privacy policy on the User consent screen, or makes any changes to any suggested or default wording provided by IDVerse or Partner for insertion into the Client's privacy policy; and

(e) on request by IDVerse, where required by IDVerse to prove a User gave consent, promptly provides a User's name and contact details that matches the Transaction identifier.

4.7. Client's license to use the Product is subject to the payment of all fees payable by Partner to IDVerse.

4.8. Client acknowledges that IDVerse may collect, use and disclose IDVerse Data in connection with Client's and its Users' use of the Product and other Services to provide the Product and for internal reporting, provided IDVerse does not use or disclose to any third-party any Personal Data.

4.9. Client shall ensure that it complies with all Laws in connection with its and any Administrators' use of the Product and Services, and acknowledges that it is solely responsible for such compliance.

5. Client restrictions

5.1. Except to the extent required by Law, Client must not and must ensure that any Administrators do not:

(a) without the prior written consent of IDVerse, access or use the whole or any part of the Product or Services, except as expressly authorised by this EULA;

(b) copy or replicate, or directly or indirectly allow or cause a third-party to copy or replicate, the whole or part of any of the Product or Associated Documentation except and strictly only to the extent such copying is necessary for the normal use of the Product;

(c) remove or obscure any proprietary notice (including any copyright, trademark, service mark, or tagline) or other notices contained in the Product or the Associated Documentation;

(d) circumvent any mechanisms in the Product intended to limit Client's, Administrator's or User's (as applicable) use of or access to areas within or components of the Product;

(e) sub-licence, rent, sell, lease, distribute, exploit, commercialise or otherwise transfer the Product or Associated Documentation;

(f) transfer, sell, sub-licence, distribute or make available any data or results provided to You by the Product or the Services to any third party, except to regulatory bodies for the limited purpose to demonstrate compliance with Laws;

(g) vary, alter, modify, interfere with, reverse disassemble, decompile or reverse engineer, create derivative works, or otherwise seek to obtain or derive the source code from any part of the Product (or directly cause or permit any other person to do so), provided that IDVerse, on request and only if IDVerse is required to under the relevant jurisdiction, provides details of how to make the Product interoperable with other software;

(h) use all or any of the Services, Product, Client Data, User Data or any data or results provided to You to train, improve or test (directly or indirectly, and either by Yourself or through a third party) any machine learning or artificial intelligence technology or process; or

(i) combine the Product with any other software (including open-source software), where the combined software is subject to the GNU General Public Licence or any other licence that requires the combined software or the Product and its source-code to be made freely available.

5.2. You may not offer access to and use of the Product for the purpose of offering service as a bureau. Such use is outside the scope of this EULA and any such use must be subject to terms and conditions to be separately negotiated and agreed upon. You obtain no rights in or to the Products except those rights expressly granted hereunder.

5.3. Client must not and must ensure that any Administrators do not, access or use the Product, or post, provide or transmit any information, content or data in any way that:

(a) violates or infringes the rights of IDVerse or others including, without limitation, Intellectual Property Rights;

(b) contravenes any Law;

(c) is false, offensive, indecent, objectionable, harassing, obscene, pornographic, threatening, abusive, defamatory, libellous, fraudulent, tortious, or invasive of another's privacy or constitutes a breach of a person's legal rights (including Intellectual Property Rights);

(d) violates this EULA or any policy or terms of use posted on the Product or is inconsistent with your privacy policy;

(e) contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(f) is detrimental to or in violation of IDVerse's or Client's systems, or a third-party's systems or network security, or in violation of IDVerse's provided policies; or

(g) could damage, disable or impair the servers or networks used by the Product or any Users.

6. Intellectual Property Rights

Ownership

6.1. The parties acknowledge and agree that all rights, title and interest (including Intellectual Property Rights) in:

(a) the Product, the Services, Associated Documentation and the IDVerse Marks, including in any improvements, amendments or modifications to them (including as they may incorporate any feedback), and all other Intellectual Property Rights arising from any work done by or on behalf of IDVerse in connection with this EULA remain with IDVerse and/or its licensors at all times and IDVerse reserves all rights not expressly granted to You;

(b) notwithstanding clause 6.1(c), the IDVerse Data, including in any improvements of them, immediately vest in and remain with IDVerse at all times; and

(c) Client Materials including in any improvements of them, remain with Client and/or its licensors at all times,

and nothing in this EULA is intended to transfer any such right, title or interest to the other Party.

6.2. In the event that Client acquires any Intellectual Property Rights described in clause 6.1, Client:

(a) hereby assigns all of such right, title and interest in and to such Intellectual Property Rights to IDVerse (including a present assignment of future copyright);

(b) will upon demand by IDVerse do all such things and execute such documents as IDVerse may reasonably require to give effect to that assignment;

(c)   must provide all reasonable assistance requested by IDVerse to protect, defend and assert IDVerse's interests in such Intellectual Property Rights.

6.3.   Client must notify IDVerse immediately if it becomes aware of any:

(a)   breach of any of IDVerse's Intellectual Property Rights; or

(b)   any claim by any third-party relating to Intellectual Property Rights in the Product and Services.

6.4.   IDVerse will have no liability under this clause 6 for any infringement or Claim based upon: (i) the combination, operation or use of the Product with equipment or software not supplied by IDVerse to the extent that the alleged infringement would have been avoided without the combination, operation or use; (ii) Your failure to comply with Associated Documentation, designs, specifications, configuration requirements or instructions provided by IDVerse; (iii) Your use of the Product in an application or environment for which it was not designed or not contemplated; (iv) modifications to the Product made by anyone other than IDVerse; (v) use of the Product not permitted by the EULA; or (vi) the version of the Product that You are using is not the current release version of the Product.

6.5.   Notwithstanding any other clause in this EULA, Client agrees that IDVerse will have the right to access, process, display, store and host (or procure a third-party to process, store and host) Client Materials, for the purpose of:

(a)   providing Client with the Services and Product;

(b)   internal training; and

(c)   testing, improving and developing new features for the Product and Services,

and grants IDVerse a royalty-free, worldwide, transferrable, non-exclusive licence to do so.

7.   Confidential Information and Publicity

Confidentiality

7.1.   Subject to clauses 7.2 and 7.3, a party must not disclose, or use for a purpose other than as contemplated by this EULA, the existence of and terms of this EULA or any other Confidential Information of the other party.

7.2.   A party may only disclose Confidential Information of the other party:

(a)   to its Group Companies, and its and their respective employees, legal advisors or consultants, in each case under corresponding obligations of confidence as imposed by this clause and only where such persons have a need to know such information in connection with this EULA;

(b)   in enforcing this EULA or in a proceeding in connection with this EULA; or

(c)   to the extent required by Law or pursuant to a binding order of a Governmental Agency.

7.3.   IDVerse may disclose Confidential Information of Client to the extent necessary in connection with a capital raising,

financing or acquisition, but will minimise the scope of such disclosure.

Publicity

7.4.   Client acknowledges and agrees that, notwithstanding this clause 7, IDVerse may disclose to third parties the fact that Client is using services of IDVerse, including in any marketing or other material used by IDVerse, including case studies regarding the Client's involvement with IDVerse, and in white papers. We will promptly stop doing so upon your request sent to legal@ocrlabs.com.

7.5.   Client grants to IDVerse a royalty-free, non-exclusive licence to use and display the Client Marks on their respective websites or in their respective marketing materials for the purposes of clause 7.1.

8.   Third-party Data

8.1.   Client acknowledges that the Product and Services may incorporate Third-party Data and that IDVerse is not responsible for the accuracy, quality, integrity or reliability of the same.

8.2.   To the extent permitted by Law, IDVerse does not give any representation or warranty as to the reliability, accuracy or completeness of any Third-party Data, and IDVerse will have no responsibility or liability to Client or any other person arising from or in connection with any error, defect or inaccuracy in any Third-party Data.

9.   Warranties

9.1.   Each party warrants that it:

(a)   has the authority to enter into this EULA and perform its obligations under this EULA, and that this EULA has been duly executed and is a legal valid and binding agreement;

(b)   will not do anything or make any statement that could be reasonably expected to harm the reputation of the other party, and in the case of Client, the Product or other Services; and

(c)   shall obtain and maintain all Consents applicable or necessary to perform its obligations under this EULA.

9.2.   IDVerse warrants that it will provide the Product and the Services with reasonable skill and care and in accordance with all applicable Laws to IDVerse.

(d)

10.   Disclaimer

10.1.   To the extent permitted by Law:

(a)   Client acknowledges and agrees that, except as expressly set out in this EULA, the Services and the Product are made available "as is" and IDVerse makes no representation, warranty or guarantee:

i.   that the Product will operate in combination with any other hardware, software, platform, Operating Environment or Client Materials; or

ii.   that the Product and the Services will detect every attempted fraud committed by a User.

(b)   IDVerse uses reasonable endeavours to ensure that the

Product is free of known viruses or other harmful components.

(c) IDVerse shall not be liable for delays, interruptions, service failures and other problems inherent in use of the internet and electronic communications or other platforms outside the reasonable control of IDVerse.

(d) IDVerse makes no statement, representation or claim that Client's (or User's) use of the Product will comply with any Laws that apply to the Client.

(e) IDVerse is not liable for damages arising from third-party software that operates in conjunction with the Product.

(f) No third-party is authorised to modify this EULA or make any promises or representations on IDVerse's behalf, and IDVerse is not bound by any obligations to Client other than as set out in this EULA.

(g) The Client agrees that its order of the Product is not contingent on delivery of future functionality or features.

(h) For any Product which You obtain through a Partner, You agree that Partner is responsible for pricing, payment collection and delivery of any orders it accepts. IDVerse is not responsible for the Partner's actions or omissions.

(i) IDVerse will not be liable for Loss arising from third-party systems that operates separately, but in conjunction with the Product, as third-party systems are licensed to you under separate agreements.

(j) WHERE STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF WARRANTY TO THE EXTENT THEY CONFLICT WITH A LAW IN AN APPLICABLE STATES OR JURISDICTION, SHALL BE READ DOWN TO THE MINIMUM EXTENT NECESSARY REQUIRED TO COMPLY WITH THE RELEVANT LAW.

11. Limitation of liability

11.1. To the extent permitted by Law, and subject to clause 11.3:

(a) in no event will IDVerse have any liability in respect of the results of any use of the Product or other Services or any third-party fraud which may be carried out using the Product or other Services; and

(b) in no event will the aggregate liability of IDVerse for any Loss, direct or otherwise, exceed an amount equivalent to:

   i. for Losses arising directly from IDVerse's breach of a third party's Intellectual Property Rights, breach of IDVerse's data processing obligations or breach of clause 7 (Confidentiality), the sum of AUD$1,000,000 (one million Australian Dollars); and

   ii. for any other Loss, the Fees paid by Partner to IDVerse for the Client's use of the Product in the 24 months prior to receiving notice of the claim, regardless of the cause or form of action.

11.2. To the extent permitted by Law, and subject to clause 11.3, under no circumstances will either party be liable for any Consequential Loss, special, punitive, exemplary or incidental damages.

11.3. Nothing in this Agreement shall limit or exclude any party's liability:

(a) for death or personal injury caused by that party's or its Personnel's negligence;

(b) for its or its Personnel's own fraudulent conduct (including fraudulent misrepresentation) or own wilful misconduct; or

(c) as afforded under any Law applicable to this EULA.

12. Survival

12.1. The following clauses shall survive termination or expiration of this EULA for any reason: clause 6 (Intellectual Property Rights); clause 7 (Confidential Information and publicity); clause 9 (Warranties); clause 10 (Disclaimer); clause 11 (Limitation of liability); and any other clauses which should by their nature survive termination of this EULA.

13. General

13.1. **Entire Agreement.** This EULA contains the entire agreement between the parties with respect to its subject matter, and supersedes all prior written or oral proposals, understandings or agreements between the parties relating to it. Neither of the parties has relied on or is relying on any other representation.

13.2. **Responsibility for Personnel**. To the extent permitted by Law and subject to the terms of this EULA:

(a) Client will be fully responsible to IDVerse for any Loss suffered by IDVerse or its Personnel arising from or in connection with the acts or omissions of Administrators and assigns, as if they were the acts and omissions of Client; and

(b) IDVerse will be fully responsible to Client for any Loss suffered by Client arising from or in connection with the acts or omissions of IDVerse's Personnel, as if they were the acts and omissions of IDVerse.

13.3. **No Waiver**. No failure to exercise or delay in exercising any right, power or remedy under this EULA operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

13.4. **Remedies cumulative**. The rights, powers and remedies provided to a party in this EULA are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any agreement.

13.5. **Severability**. Any provision of this EULA which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this EULA nor affect the validity or enforceability of that provision in any other jurisdiction.

13.6. **Costs**. Each party must bear its own costs arising out of the review, negotiation, preparation and execution or acceptance of this EULA.

13.7. **Governing law and Jurisdiction**. The EULA is governed by the laws of New South Wales, Australia, and New South Wales will

have exclusive jurisdiction regarding any disputes.

13.8. Choice of Language. The English language version of this EULA shall be the official **text** hereof, despite translations or interpretations of this EULA in other languages.

13.9. Interpretation. This EULA shall not be interpreted to the disadvantage of either **party** merely because it was prepared by that party or by its legal advisors. The headings used in this EULA are for reference and convenience only.

14. Definitions and Interpretation

Definitions

14.1. The following definitions apply unless the context requires otherwise.

(a) "**Administrator**" means those Personnel nominated by Client to access the Product portal and administer certain functions in relation to the Product.

(b) "**Associated Documentation**" means any documentation (including API documentation), guides, training and other materials (including videos) regarding the Product or the Services that are made available to Client by IDVerse from time to time (including via the Product).

(c) "**Business Day**" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the country in which the governing law applies or any day on which banking institutions in such country are authorised or required by law or other governmental action to close.

(d) "**Claim**" means, in relation to a party, a demand, claim, action or proceeding made or brought by or against the party, however arising and whether present, unascertained, immediate, future or contingent.

(e) "**Client Data**" means User Data and other data (including Personal Data) provided or otherwise made available by Client (including its Administrators) or a User, to IDVerse, or collected through a Product, from time to time.

(f) "**Client Marks**" means the brands, trademarks, designs, logos or names of Client.

(g) "**Client Materials**" means any Client materials and information provided or made available by Client (including its Administrators) to IDVerse from time to time, including Client Data and Client Marks.

(h) "**Consent**" means any licences, clearances, permissions, authorisations, permits, authorities, declarations, exemptions, waivers, approvals or consents.

(i) "**Consequential Loss**" means:

i. any loss of profits, loss of income or revenue, loss of data, loss of or damage to reputation, loss of or damage to goodwill, loss of business opportunities (including opportunities to enter into or complete arrangements with third parties), or loss of business, in each case, whether arising directly or indirectly; and

ii. any indirect or consequential loss (being loss which does not arise naturally as a result of a breach of this EULA or other event the subject of the relevant claim).

(j) "**Fault**" means a fault in the Product that materially impacts the usability of the Product.

(k) "**Force Majeure Event**" means an event caused by circumstances beyond the reasonable control of the affected party causing that party to be unable to perform on time an obligation under this EULA, including acts of God, lightning strikes, earthquakes, floods, storms, failure of AWS, failure of the internet, explosions, fires and any natural disaster, epidemics and pandemics, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution and acts of war and war, general strikes (other than that of its own staff), embargo, or power, water and other utility shortage.

(l) "**Group Company**" means, in respect of any company, any entity that directly or indirectly, controls, is controlled by, or is under common control with that company from time to time of that company.

(m) "**IDVerse Data**" means any materials, data and insights derived or created by or on behalf of IDVerse or its Personnel in connection with the Product or Services, including:

i. aggregated or de-identified Client Data;

ii. information about the use of the Product by Users and Client, including how Users interact with the Product;

iii. characteristics of the User base; or

iv. any materials, data and insights which are otherwise based on, or created or derived from, any Client Data.

(n) "**IDVerse Marks**" means the brands, trademarks, designs, logos or names of IDVerse.

(o) "**Intellectual Property Rights**" means all industrial and intellectual property rights of any kind including but not limited to copyrights (including rights in computer software), trademarks, service marks, designs, patents, trade secrets, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know-how and other proprietary rights (whether or not any of these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

(p) "**Law**" means all applicable laws, Federal, State, Provincial or otherwise, including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles, requirements and determinations, mandatory codes of conduct and standards, writs, orders, injunctions and judgments.

(q) "**Loss**" means any claim, loss, damage, liability, cost, charge or expense (including legal expenses on a full indemnity basis), however arising, and whether present or future, fixed or unascertained, actual or contingent.

(r)

(s) "**Partner**" means any one of IDVerse's appointed partners, distributors, resellers or platform providers.

(t) "**Personnel**" means, in respect of a person, any officer, employee, contractor, agent, or other person under the person's direct or indirect control and includes any sub-

contractors.

(u) "**Product**" means the product being used by You, any Updates to it and the portal for its administration.

(v) "**Services**" means any services provided to Client by IDVerse.

(w) "**Third Party Data**" means any information, data or other content that IDVerse sources and/or supplies from any third-party for use in connection with the Product.

(x) "**Transaction"** is defined as commencing upon the generation of a token by a User following request to initiate an independent session on the IDVerse platform for all or any part of its components (such as document fraud or liveness) and ending on the earlier of (i) receiving electronic notice (by webhook or a similar service) of completion of the platform initiated flow, or (ii) expiration of the token.

(y) "**Updates**" means any update or upgrade to the Product or Service issued by IDVerse from time to time (including, without limitation, maintenance, tuning, backup, amending, adding features, redesign, improving or otherwise altering the Product).

(z) "**User Data**" means any data (including Personal Data) inputted into the Product by a User, which may include contact details, identity documents, employment details and images.

(aa) "**Users**" means those end users to whom Client refers or makes available the Product, including Client's customers and individuals who undergo an identity verification through the Product.

Interpretation

28.1 The following rules apply unless the context requires otherwise:

(a) the singular includes the plural, and the converse also applies;

(b) a reference to a person includes any body corporate, unincorporated body or other entity and conversely;

(c) a reference to a clause, is to a clause of this EULA;

(d) a reference to any party to this EULA or any other agreement or document includes the party's successors and permitted assigns;

(e) a reference to any agreement or document (including a reference to this EULA) is to that agreement or document as amended, notated, supplemented, varied or replaced from time to time, in accordance with this EULA or that other agreement or document;

(f) a reference to legislation or to a provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;

(g) a reference to conduct includes any omissions, statement or undertaking, whether or not in writing; and

(h) a reference to includes, means includes without limitation.