End User License Agreement – Sycurio Limited

This End User License Agreement ("**EULA**") governs the access and use of Products provided by Sycurio where Sycurio has agreed to license Product(s) to an End User that has purchased Product(s) from an Authorized Source (each as defined below).

1.   Definitions:

1.1   "**Affiliate**" means an entity that controls, is controlled by or is under common control with such party. For the purposes of this definition, control means the beneficial ownership of more than fifty per cent (50%) of the voting power or equity in an entity;

1.2   "**Authorized Source**" means an authorized channel partner of Sycurio from whom the End User acquires the right to use the Product;

1.3   "**Data Protection Legislation**" means the data protection legislation applicable to the protection and processing of personal data of the End User's customers, all as amended, replaced or superseded from time to time;

1.4   "**Intellectual Property Rights**" means all intellectual property rights (whether or not any of these rights are registered and including applications and the right to apply for registration of any such rights) including patents, patent applications, utility models, trademarks, database rights, rights in design, copyrights (including rights in software) and topography rights and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world in each case for their full term, and together with any renewals or extensions;

1.5   "**Licence Fee**" means the annual fee payable by the Authorized Source to Sycurio for the licence and support of a Product;

1.6   "**Usage Limits**" means the usage limits agreed and set out in the Quote or otherwise agreed between the End User and the Authorized Source or Sycurio as applicable (for example relating to the number of Sycurio enabled SIP channels, agents, or digital transaction links howsoever defined);

1.7   "**Quote**" means the binding ordering document entered into between Sycurio and the Authorized Source for the purchase of the Sycurio Product(s) specified in the Quote by the Authorized Source for the benefit of and use by the End User;

1.8   "**Quote Effective Date**" means the effective date of the applicable Quote.

1.9   "**PCI DSS**" means the Payment Card Industry Data Security Standards issued by the PCI Security Standards Council LLC from time to time;

1.10   "**Product**" means the Sycurio product licensed under this EULA as set forth in the Quote; and

1.11   "**Updates**" means any update to a Product which may be offered or required by Sycurio.

2.   Product License

2.1   In consideration for payment of the License Fee to Sycurio by the Authorized Source for or on behalf of the End User, Sycurio grants to the End User from the date Sycurio receives payment of the Licence Fee in cleared funds, a non-exclusive, revocable, non-transferable licence to use

the Product specified in the Quote solely for the End User's internal business requirements during the term of the license purchased by the End User from the Authorized Source.

2.2   The End User's use of the Product shall be limited by the Usage Limits purchased by the End User from the Authorized Source.

3.   General Limitations

3.1   Under no circumstances shall this EULA grant or transfer to the End User any Intellectual Property Rights in respect of a Product. The End User acknowledges and agrees that all ownership right, title and interest in and to the Products and in any modification made to the Products shall vest and remain vested at all times with Sycurio.

3.2   The End User shall not copy, modify, make error corrections, adapt, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of a Product in any form or media or by any means, except to the extent necessary to deploy a Product in a manner consistent with the license rights granted to the End User by this EULA.

3.3   The End User shall not reverse engineer, disassemble, decompile, decrypt, translate or modify a Product or any part of a Product (or attempt to do any of the foregoing) except to the extent expressly permitted under applicable law.

3.4   Subject to Clause 4 below, the End User shall not sub-license, rent, sell, lease, distribute, transfer, transmit, assign, novate or sub-license its license rights to any other person or entity, or access all or any part of a Product in order to build a product or service which competes with the Product.

4.   **Permitted Third Party Usage**

4.1   The End User may permit its Affiliates to use a Product provided that (i) the Affiliates only use the Product for their internal business purposes; (ii) the actual usage of the Product shall not exceed any Usage Limits purchased by the End User; (iii) the Affiliates comply with all of the terms and conditions of this EULA; and (iv) the End User shall be responsible to Sycurio for the acts and omissions of its Affiliates at all times.

5.   **End User Obligations**

5.1   The End User shall comply with all applicable laws, statutes and regulations from time to time in force. Sycurio may terminate this EULA with immediate effect if the End User breaches this clause 5.1.

5.2   The End User shall maintain the confidentiality and security of any credentials, API keys or authentication codes provided to the End User for access to a Product.

6.   **Data Protection**

6.1 For the purposes of this Clause 6, "controller", "personal data", and "processor" shall each have the meanings given in the applicable Data Protection Legislation.

6.2 Where Sycurio is processing personal data in order to provide Products and/or services to the End User under the terms of this EULA, the parties acknowledge and agree that in respect of the personal data that is being processed by Sycurio, the End User is the controller and Sycurio is a processor and the Data Protection Addendum available at [URL] shall apply and is incorporated herein.

6.3 Both Sycurio and the End User warrant that they shall comply with all applicable requirements under the Data Protection Legislation. This Clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. Without prejudice to the generality of this Clause 6.3, the End User will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Sycurio for the duration and purposes of this EULA.

7. **Term and Termination**

7.1 This EULA shall commence on the earlier of (i) the Quote Effective Date; and (ii) the End User being granted access to or use of the Product(s), and remain in force for the term as set out in the applicable Quote unless earlier terminated as set forth herein.

7.2 This EULA may be terminated immediately by Sycurio providing notice to the End User if (i) the End User (whether itself or by the Authorized Source on its behalf) fails to pay the Licence Fee to Sycurio in accordance with the agreed payment terms; or (ii) the End User fails to comply with any of the terms and conditions of this EULA; or (iii) the End User takes or suffers any action seeking protection on account of indebtedness or becomes insolvent. The survival of such clauses as are necessary for the interpretation or enforcement of this EULA and shall continue to have effect after such expiration or termination.

7.3 The End User's right to use and access a Product will automatically terminate on termination or expiration of this EULA. Within 7 calendar days after the date of termination or expiration of this EULA, the End User must ensure the Product is not in use in any way, including without limitation within sites, infrastructure, facilities, systems, telephony, software, operating systems and any other End User managed or controlled environment which is relevant to the installation, integration and/or use of a Product. On Sycurio's request, the End User must supply written certification to Sycurio that the Product it has complied with this Clause 7.3.

7.4 All Licence Fees paid or payable are non-refundable to the maximum extent permitted by law.

8. **Updates**

8.1 As part of the support services provided by Sycurio, Updates to each Product may be made available to the End User from time to time. The End User acknowledges and agrees that, as part of the ongoing technical functioning of the Products to the End User, a Product's

certification under PCI DSS, the avoidance or mitigation of claims of intellectual property infringement, and the requirements of this EULA, the installation of the Updates is a fundamental and necessary requirement. Accordingly the End User shall allow Sycurio to implement all Updates to a Product as deemed necessary by Sycurio, including as required for the Product to remain PCI DSS compliant. Sycurio shall have no liability to the End User for any claims that arise due to the End User failing to allow Sycurio to implement Product Updates.

8.2   Unless otherwise required by PCI DSS, Sycurio shall coordinate with the End User in advance of implementing an Update and shall use best efforts to schedule Updates to align with an End User's maintenance windows.

8.3   The End User shall be fully responsible, at its cost, for any non-compliance with PCI DSS as a result of it not permitting Sycurio to install and/or implement an Update and shall indemnify, defend and hold harmless Sycurio on demand from and against all liabilities, claims, actions, proceedings, and all damages, losses, fines, judgments, demands, fees, costs and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal fees and disbursements calculated on a full indemnity basis) suffered or incurred by Sycurio arising out of or in connection with such End User non-compliance with PCI DSS.

9.   **Limitation of Liability**

9.1   In no event shall Sycurio be liable to the End User for any loss of revenues, profits, sales, loss of agreements, contracts, business interruptions, failure to realize anticipated savings, any loss of or damage to goodwill or reputation, any loss of use or corruption of software, data or information (in each case whether direct or indirect) or for any other indirect, consequential, incidental or special loss or damage of any kind in each case suffered or incurred by the End User in contract, tort (including negligence) or for breach of statutory duty or otherwise arising out of or in connection with any matter under this EULA, even if Sycurio has been advised of the possibility of such loss or damage.

9.2   In no event shall Sycurio's aggregate liability to the End User arising out of or in connection with this EULA from all causes of action, including without limitation negligence, exceed in relation to all events occurring in any relevant year (meaning 12 months from the Quote Effective Date and each period of 12 months thereafter), an amount equal to one hundred and five per cent (105%) of the Licence Fee paid or payable during such relevant year.

9.3   Nothing in this Clause 9 shall limit either party's liability for death or personal injury resulting from negligence or for fraud or fraudulent misrepresentation.

10   **Compliance with Laws and Regulations**

10.1   Sycurio agrees that it is responsible for the security of cardholder data it possesses, including the functions relating to storing, processing and transmitting the cardholder data. Sycurio

confirms that it has complied with all applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate its compliance with PCI DSS.

10.2   The End User will at all times be responsible for complying with its PCI DSS obligations including obtaining any validation of compliance.

10.3   Sycurio will provide an Attestation of Compliance (AOC) for the Sycurio Products as required in the PCI DSS roles and responsibilities document. The End User acknowledges that it will be a named entity on the AOC and thereby visible to other Sycurio customers unless it notifies Sycurio in writing that it does not wish to so appear.

11.   **General Provisions**

11.1   A waiver of any right under this EULA shall only be effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under the EULA are cumulative and do not exclude rights provided by law.

11.2   No amendment or variation of this EULA shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.

11.3   For North American End Users, this EULA shall be governed by and construed under the laws of the State of New York. For all other End Users, this EULA shall be governed by and construed under the laws of England and Wales, and the parties hereby irrevocably and unconditionally consent to the sole and exclusive jurisdiction of the courts of New York for North American End Users and the courts of England and Wales for all other End Users, for any actions, suits or other proceedings arising out of or relating to this EULA and the transactions contemplated hereby.