

# Licence Agreement

Revised: 19 October 2023

PLEASE READ THIS LICENCE AGREEMENT CAREFULLY BEFORE USING THE PRODUCT OR SERVICES (DEFINED BELOW) TO WHICH THIS LICENCE AGREEMENT RELATES. BY ACCEPTING THIS LICENCE AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW.

This Licence Agreement is a legal agreement between “**You**” (“**Your**” and “**Client**”) and “**IDVerse**” (an OCR Labs company, “**we**”, “**us**” and “**our**”) (the relevant IDVerse entity is defined in clause 1) and each referred to as a “**party**”. In this Licence Agreement “**You**”, “**Your**” and “**Client**” refers to the entity for whom the individual is accepting the terms of this Licence Agreement. If You are using the Product on behalf of an entity, you represent and warrant that You have the authority to agree to this Licence Agreement on its behalf. Where “**You**” comprises two (2) or more entities, then each of them are bound by this Licence Agreement jointly and severally. The Licence Agreement 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 (as defined in clause 28 of this Licence Agreement).

## 1. The Parties

- 1.1. This Licence Agreement is between IDVerse and You and includes any and all amendments, exhibits, or other policies, rules and other terms that are expressly incorporated in this Licence Agreement by reference (collectively, the “**Licence Agreement**”).
- 1.2. For the purpose of this Licence Agreement, unless stated otherwise in the Order Form, if You are located in: (a) the United States of America or Canada, IDVerse refers to *OCR Labs Global (USA) Inc.*, a Delaware corporation; (b) Europe, the Middle-East or Africa, IDVerse refers to *OCR Labs Global Limited*, registered in England and Wales with Company No. 12867358; and (c) any other jurisdiction then IDVerse means *OCR Labs Pty Ltd*, registered in New South Wales, Australia with ACN 603 823 276.

## 2. Contract structure and precedence

- 2.1. The defined terms in this document are set out in clause 28 of this Licence Agreement. Additional terms of engagement for the provision of the Product and Services to Client will be set out in an Order Form. In the event of a conflict, inconsistency or ambiguity between any provisions of the documents comprising this Licence Agreement, the provisions will prevail in the following decreasing order:
  - (a) the applicable Order Form;
  - (b) any Statement of Work;
  - (c) this Licence Agreement; and
  - (d) any other documentation incorporated by reference into this Licence Agreement.

## 3. Order and Term

- 3.1. The terms of this Licence Agreement will be and remain in full force and effect during any and all periods in which an Order Form or Statement of Work is in effect (including, without limitation, any and all Renewal Terms thereof)

(collectively, the “**Contract Term**”)

- 3.2. At the end of each Initial Term, the term of the applicable Order Form will be automatically extended for successive Renewal Terms unless:
  - (a) either party terminates this Licence Agreement or such Order Form (in which case other Order Forms then in place and the Licence Agreement, shall continue in force in accordance with their terms) on written notice at least sixty (60) days prior to the end of the Initial Term or then current Renewal Term (as applicable);
  - (b) this Licence Agreement or an Order Form has been terminated in accordance its terms;
  - (c) the Order Form states there are no automatic renewal terms;
  - (d) the Order Form states it is for a fixed term Proof of Concept; or
  - (e) the provision to Client of the Product and Services is otherwise cancelled by IDVerse.
- 3.3. If You request that IDVerse references an Order Form with a specific purchase order number provided by You, and/or if You submit a document such as a purchase order that does not satisfy the requirements to constitute an Order Form (“**Purchase Record**”), You acknowledge and agree that unless either OCR Lab’s Chief Revenue Officer, Chief Operating Officer or Head of Legal, Risk and Compliance has given written confirmation that any of the terms of Purchase Record shall apply to the Order Form, Your Purchase Record, including any terms of conditions contained in it, is solely the information for Your record keeping convenience and/or Your internal procurement process and that Purchase Record: (a) is not incorporated into the Order Form or this Licence Agreement; (b) does not modify, alter, supersede or supplement this Licence

Agreement; and (c) does not constitute a counter-offer by You, notwithstanding it may have been issued to us prior to our grant of access to the Product.

- 3.4. Where the Order Form allows You to place subsequent orders, any subsequent orders will be deemed to incorporate all of the terms and conditions of this Licence Agreement and any terms and conditions You submit which are in addition to or conflict with the terms and conditions of this Licence Agreement shall be deemed stricken from the subsequent order and of no force and effect.

#### **4. Licence**

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##### **Grant of licence**

- 4.1. Subject to Client's compliance with this Licence Agreement, 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 the Territory during the applicable Contract Term in accordance with this Licence Agreement. IDVerse acknowledges that Users may from time to time be located outside of the Territory, and this will not be considered a breach of the Client's licence to the Product, provided that Client does not actively attempt to use the Product or market it to Users outside the Territory.

##### **IDVerse Partner**

- 4.2. IDVerse may use an IDVerse Partner to assist with or perform any of the functions under this Licence Agreement, including delivering access to the Product or providing Services pursuant to an Order Form.

#### **5. Use of the Product and Services**

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- 5.1. IDVerse shall make the Product and Services identified in the Order Form available to Client in accordance with the terms of this Licence Agreement. The Client is entitled up to 50 tests of the Product free of charge after going live and after any API upgrade made by IDVerse, but any third party data Services fees will be charged for. The Client should mark any test Transaction as a test in the Client administration portal.
- 5.2. Client may grant to some Administrators the relevant Administrator Access to perform managerial functions.
- 5.3. 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 Licence Agreement. 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, of which Client or its Administrators or other Personnel become aware.

- 5.4. Client will make the Product available to Users only in a manner consistent with this Licence Agreement 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.
- 5.5. Where APIs form part of the Product, Client will use those APIs reasonably, in a manner consistent with this Licence Agreement and in accordance with any reasonable instructions given to Client by IDVerse from time to time. Client is responsible for the safe keeping of any API keys made available to the Client by IDVerse, and Client shall be responsible for all Fees incurred using the API key.
- 5.6. 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 Business Days' written notice before changing a domain on the Product.
- 5.7. 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.
- 5.8. It is a condition of the use of the Product and Services that the Client:
  - 5.8.1. does not remove or alter any watermarked or imbedded IDVerse branding on the Product;
  - 5.8.2. when describing the identity verification aspect of its own product or service (i) on its verification flow, 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) and (ii) in its printed marketing, use best efforts to refer to IDVerse but under no circumstances suggest that the identity verification aspect is a Client proprietary product;
  - 5.8.3. 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; and
  - 5.8.4. 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.

- 5.9. Client's authorisation to use any Services or the Product is subject to the payment of all Fees payable under this Licence Agreement.
- 5.10. 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, provided IDVerse does not use or disclose to any third-party any Personal Data, except as permitted by this Licence Agreement and subject to applicable Data Protection Laws.
- 5.11. 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.
- 5.12. To the extent that Client wishes to configure its Users' experience of the Product (for example, by configuring the platform aesthetics) or by de-selecting certain features of the Product, Client:
- (a) must do so in accordance with the tools made available by IDVerse on the Product and IDVerse's reasonable instructions to Client;
  - (b) accepts that it takes full responsibility, and that IDVerse shall have no liability, for any legal or regulatory consequences as a result of the configuration; or
  - (c) may request IDVerse's assistance to perform any such configuration (which may incur a Fee).
- 5.13. If You are expecting an increase in Your then daily volume of Transactions (as measured over a three-month lookback period) by 30% or more in a 24 hour period (for example because You are running a campaign or submitting batches) then, to help IDVerse manage its processing and hosting capacity, the Client shall give IDVerse at least 72 hours' prior notice by emailing [support@ocrlabs.com](mailto:support@ocrlabs.com). IDVerse shall not be liable for any Product performance issues if Client does not give this notice.
- 5.14. The Client shall promptly notify IDVerse if it becomes aware of any Fault by emailing [support@idverse.com](mailto:support@idverse.com). IDVerse shall use reasonable endeavours to remedy the Fault promptly with its available resources.

## **6. Client restrictions**

- 6.1. 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 Licence Agreement;

- (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 the 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, an Administrator's or a 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 to a third party the Product, Associated Documentation or any data or results provided to you except as expressly permitted under this Licence Agreement or except to regulatory bodies for the limited purpose to demonstrate Your compliance with Laws;
  - (f) 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 full and comprehensive details of how to make the Product interoperable with other software;
  - (g) 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
  - (h) 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.
- 6.2. You may not offer access to and use of the Product for the purpose of offering service as a bureau unless otherwise agreed in writing between the parties. Such use is outside the scope of this Licence Agreement 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. For the avoidance of doubt, where the Product has been used to certify the identity or generate other details of a User for You, such certification and any information generated by the Product (Certification Report) may only be used by You and must not be resold and/or sublicensed whether separately or with other products and/or services.

- 6.3. 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 Licence Agreement or any policy or terms of use posted on the Product or is inconsistent with the 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 or other property, or otherwise permit the unauthorised use of a computer or computer network;
  - (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.

## **7. Updates**

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- 7.1. IDVerse may implement (in its absolute discretion) Updates to the Product or Services from time to time.
- 7.2. IDVerse will use reasonable efforts to notify Client in advance of any such Updates which would materially alter the Product or Services or have a material detrimental impact on the Product.
- 7.3. From time to time, older versions of the Product will be retired and designated "end of life" by IDVerse in its absolute discretion. IDVerse will give no less than 12 month's written notice of the

"end of life" date of a Product version. The Client must upgrade to at least the second last version of a Product within the notice period. Versions that are designated "end of life" may not (at IDVerse's sole discretion) be supported or hosted by IDVerse following the designated "end of life" date.

## **8. Fees, payment and taxes**

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### **Fees and payment**

- 8.1. It is a condition of this Licence Agreement that the Client must pay the Fees, without set-off, abatement or deduction, in accordance with this clause 8 and the applicable Order Form. Unless otherwise set forth in the applicable Order Form, all Fees shall be due within thirty (30) days after the date of the applicable invoice.
- 8.2. If Client fails to pay the Fees in accordance with the applicable Order Form, then IDVerse may on 14 days' written notice to Client, suspend access to the Product and the Services until payment is received in full.
- 8.3. Any portion of the Fees not paid by Client on or before the date that such Fees are due shall accrue interest at an annual rate that is 2% above the Applicable Reserve Bank Interest Rate, calculated daily from the date such amount is due until payment is received in full by IDVerse.
- 8.4. On written notice to Client IDVerse may increase the Fees for any Third Party Data at any time to reflect increases in the Third Party Data cost to IDVerse.
- 8.5. Client will be responsible for paying any bank charges, transfer charges or withholding tax that might be payable and Client shall gross up the Fees due so that IDVerse receives the full amount of the Fee due.

### **Taxes**

- 8.6. All Fees and other amounts payable under this Licence Agreement, including, without limitation, all Order Forms, are exclusive of all taxes, including sales tax, excise tax, value added tax, goods and services tax (GST), and consumption tax, which exclude taxes on the income of IDVerse applicable to IDVerse. IDVerse shall itemise all applicable taxes as a separate line item and/or on a separate invoice, and You shall be responsible for payment of the same.

## **9. Intellectual Property Rights**

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### **Ownership**

- 9.1. 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 Licence Agreement or Order Form remain with IDVerse and/or its licensors at all times and IDVerse reserves all rights not expressly granted to you;

- (b) notwithstanding clause 9.1(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, for example, Client Marks), including in any improvements of them, remain with Client and/or its licensors at all times,

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

9.2. In the event that a party ('first party') acquires any Intellectual Property Rights described in the other party's property as listed in clause 9.1(a) or 9.1(b), then the first party:

- (a) hereby assigns all of such right, title and interest in and to such Intellectual Property Rights to the other party (including a present assignment of future copyright);
- (b) will upon demand by the other party do all such things and execute such documents as the other party may reasonably require to give effect to that assignment; and
- (c) must provide all reasonable assistance requested by the other party to protect, defend and assert OCR Lab's interests in such Intellectual Property Rights.

9.3. 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.

9.4. Client, or its Personnel, may from time to time provide feedback (including suggestions, ideas, information, comments, process descriptions or other information) to IDVerse ("**Feedback**"). Client absolutely and unconditionally assigns to IDVerse all rights, title and interests (including all Intellectual Property Rights) in and to any Feedback immediately upon creation (including a present assignment of future copyright), free of all encumbrances and third-party rights and Client must at its own cost do all things necessary to give effect to such assignment, including executing any required documents or effecting any required registrations.

9.5. IDVerse will have no liability under this clause 9

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 Licence Agreement; or (vi) the version of the Product that You are using is not a supported release version of the Product as described in clause 7.3.

### **Client Materials**

9.6. Client agrees and acknowledges that it is solely responsible for any Client Materials.

9.7. Client must ensure that Client Materials, and the collection, use, processing, disclosure and dissemination of Client Materials via the Product and as described in the Licence Agreement:

- (a) do not infringe the Intellectual Property Rights or privacy rights of any person; and
- (b) comply with all Laws.

9.8. Notwithstanding any other clause in this Licence Agreement, 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 use of the 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.

## **10. Confidential Information**

### **Confidentiality**

10.1. Subject to clauses 10.2 and 10.3, a party must not disclose, or use for a purpose other than as contemplated by this Licence Agreement, the existence of and terms of this Licence Agreement (including the terms set out in the applicable Order Form) or any other Confidential Information of the other party.

10.2. 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 Licence Agreement;

- (b) in enforcing this Licence Agreement or in a proceeding arising out of or in connection with this Licence Agreement; or
- (c) to the extent required by Law or pursuant to a binding order of a Governmental Agency.

10.3. IDVerse may disclose Confidential Information of Client to the extent necessary in connection with a capital raising, financing or acquisition, but will use reasonable efforts to minimise the scope of such disclosure.

10.4. 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 as outlined in the Order Form.

### **11. Third-party Data**

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11.1. 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.

11.2. 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.

11.3. IDVerse agrees that:

- (a) IDVerse must ensure that the use of open source software will not result in an obligation to disclose, licence or otherwise make available any part of Client's operating environment, Client Data or Client's Confidential Information to any third-party; and
- (b) the use of third-party software (including any open source software) does not diminish IDVerse's obligations under this Licence Agreement.

### **12. Third-party Services**

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12.1. Client acknowledges that the Product and Client Materials are hosted online and remotely by a reputable third-party provider ("**Third-party Host**"). IDVerse must ensure Third-party Host agrees to comply with all applicable Data Protection Laws and IDVerse is reasonably satisfied that Third-party Host will be able to comply with those laws. Client agrees that to the extent permitted by Law, IDVerse is not responsible for any delays, loss of data, or delivery failures to the extent caused by such third-party provider unless IDVerse's conduct

directly contributed to any such aforementioned delay, loss or failure and in such event IDVerse's liability shall be apportioned accordingly.

12.2. Subject to clause 12.1 above, Client acknowledges that the Product and the Services are dependent on other third-party service providers and agrees that to the extent permitted by Law, IDVerse will not be responsible or in any way liable for any:

- (a) interruptions to the availability of the Services or Product resulting from the failure of third-party services; or
- (b) information contained on any linked third-party website.

12.3. Where Client provides IDVerse with credentials to access data from a third-party service, Client warrants that:

- (a) it is entitled to share those credentials with IDVerse; and
- (b) IDVerse is permitted to use that third-party service for the purpose of verifying the identity of the relevant User.

### **13. Operating Environment**

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13.1. Client acknowledges that, except to the extent otherwise provided in this Licence Agreement:

- (a) it is solely responsible for establishing, providing or procuring, maintaining and supporting any operating environment, facilities, systems, networks, devices, equipment and telecommunications and internet connections necessary to use and obtain the benefit of the Product ("**Operating Environment**"); and
- (b) IDVerse is not responsible for any User's ability to access the Product, including due to the functionality of the User's Operating Environment.

13.2. Client must ensure that the Operating Environment has the necessary specifications and features to ensure compatibility with relevant parts of the Product, as may be notified by IDVerse from time to time.

### **14. Storage capacity, backup and deletion of Client Materials**

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#### **Storage capacity of Client Materials**

14.1. IDVerse deletes or redacts from the Product portal all Client Data and all verification results from Users after a set period following the Transaction. Unless we inform You or You request or configure otherwise, the deletion or redaction period is set at 30 days for Enterprise and is configured by You for IDKit.

#### **Backup of Client Materials**

14.2. The parties agree that IDVerse will perform backups of the Product and the data stored on

the Product at such times and at such intervals as are reasonable for the purposes of the Product, but no less than daily.

### **Deletion of Client Materials**

**14.3.** Without limiting clauses 10 or 17 of this Licence Agreement, the parties agree that IDVerse will provide for the deletion of Client Materials, upon the written direction of a Client Administrator.

### **15. Force Majeure**

15.1. Subject to the requirement to give notice under this clause 15, if the performance by any party (the **"Affected Party"**) of its obligations under this Licence Agreement is prevented or delayed in whole or in part due to any Force Majeure Event, this Licence Agreement will continue and remain in effect but the Affected Party will not be in breach of this Licence Agreement for that reason only for so long as the Force Majeure Event persists. This clause 15.1 shall not apply to payment obligations under clause 8.

15.2. The Affected Party must promptly after becoming aware of a Force Majeure Event, give written notice to the other party of the nature of the Force Majeure Event and the way and the extent to which its obligations are prevented or delayed and notify the other party of any material change in these matters and use its reasonable endeavours to limit the effects of the Force Majeure Event, and promptly carry out its obligations as soon as, and to the extent that, it is able to do so.

### **16. Cancellation and Suspension**

#### **Cancellation**

16.1. Either party may cancel access to the Product and the Services with immediate effect by giving written notice to the other party at any time if:

- (a) a party experiences an Insolvency Event;
- (b) without limiting clause 16.1(d), the other party breaches any material provision of this Licence Agreement which is incapable of being remedied, or where the breach is capable of being remedied, fails to remedy the breach within 30 days after receiving written notice from the cancelling party requiring it to do so;
- (c) a Force Majeure Event affecting IDVerse continues for more than three months; or
- (d) the other party (or in the case of Client, any of its Administrators) fails to comply with the obligations set out in clause 5.10 (Use of the Product and Services), clause 6 (Client Restrictions), clause 10 (Confidential Information) or clauses under Annexure 1 (Data protection and subcontracting) (or any terms relating to privacy or security in an Order Form, if applicable).

16.2. If Client cancels access to the Product and the Services pursuant to clauses 16.1(a) (an Insolvency Event) or 16.1(b) an IDVerse breach of the terms of this Agreement), Client shall be entitled to a pro-rata refund of any Fees paid in advance with respect to the period after the date of such cancellation.

16.3. This Licence Agreement shall automatically terminate upon cancellation of the Product and Services.

#### **Suspension**

16.4. Without prejudice to IDVerse's rights and remedies available under this Licence Agreement or at Law, IDVerse may suspend Client's access (or that of its Users) to the Product and the Services in the event that Client breaches this Licence Agreement, until such breach is remedied to IDVerse's reasonable satisfaction. Client shall not be entitled to any extension of the then-current Initial Term or Renewal Term (as applicable) as a result of any such suspension. Client must continue to perform all of its obligations under this Licence Agreement in the event of a suspension.

16.5. Any right to suspend or terminate the Licence Agreement shall be read as a right to cancel a whole or part of a single Order Form or Statement of Work only, at the election of the suspending or terminating party.

### **17. Consequences of cancellation and termination**

17.1. On expiration or termination of this Licence Agreement for any reason (including upon cancellation of access to the Product and the Services), Client must immediately:

- (a) stop using (and procure that any Administrators and its Personnel stop using) the Product and Services;
- (b) delete any Associated Documentation (including any and all Confidential Information of IDVerse) from its Operating Environment (including any third-party systems operated on behalf of Client); and
- (c) return hard copies to IDVerse or destroy them at IDVerse's option, and provide written certification to IDVerse that Client has done so at IDVerse's request.

17.2. Where IDVerse has a right to terminate the Licence Agreement, IDVerse may at its absolute discretion elect to suspend the Licence Agreement. An election by IDVerse to suspend the Licence Agreement in no way alters, derogates, extinguishes or waives OCR Lab's right to subsequently terminate the Licence Agreement for breach under the Licence Agreement or at law. You remain liable for any fees which accrued prior to suspension of the Licence Agreement.

17.3. On expiration or termination of this Licence

Agreement for any reason, IDVerse will give Client a reasonable period to access the portal to extract Client Data, and then Client will cease to have access to any Client Data (and IDVerse may delete Client Data). Client is responsible for exporting copies of any Client Data from the Product using the functionality provided for in the Product prior to the conclusion of the Contract Term.

17.4. Client must, within 5 Business Days of termination or expiry of this Licence Agreement or any Order Form, pay to IDVerse, all Fees incurred and/or owing under this Licence Agreement or such Order Form, as applicable, up to and including the date of termination or expiry. To the extent permitted by Law, and except where expressly stated in this Licence Agreement, Client will not be entitled to a refund of Fees which have already been billed or paid.

## **18. Warranties**

18.1. Each party warrants that it:

- (a) Is in good standing in the jurisdiction in which it was formed;
- (b) has the authority to enter into this Licence Agreement and perform its obligations under this Licence Agreement, and that this Licence Agreement has been duly executed and is a legal valid and binding agreement;
- (c) 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
- (d) shall obtain and maintain all Consents applicable or necessary to perform its obligations under this Licence Agreement.

## **19. Disclaimer**

19.1. To the extent permitted by Law:

- (a) Client acknowledges and agrees that, except as expressly set out in this Licence Agreement, 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, and IDVerse will not be liable for damages arising from third-party software that operates in conjunction with the Product; 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 but makes no guarantee to that the Product, and information extracted from it, will be entirely accurate, free from all defects, bugs, errors or omissions, or that any Client Materials input into the Product will not be lost or corrupted.
- (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 disclaims all liability in respect of the results of any use of the Services or the Product where used other than in strict accordance with the terms of this Licence Agreement.
- (e) 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, however IDVerse warrants it complies with Data Protection Laws.
- (f) If any Law implies into this Licence Agreement any term, condition or warranty in relation to the Product or the Services which cannot be lawfully excluded, that term, condition or warranty which cannot be lawfully excluded will be included in this Licence Agreement to the extent required by the relevant Law but the liability of IDVerse in respect of any breach thereof will be limited to the maximum extent (if any) permitted by that Law.
- (g) The Client agrees and acknowledges that its only right or remedy in relation to any representation, warranty or undertaking made or given in connection with this Licence Agreement will be for breach of the terms of this Licence Agreement to the exclusion of other rights and remedies (including those in tort, negligence or arising under statute).
- (h) Client agrees that its order of the Product and the Services is for the Product and the Services generally available at the date of the Order Form and is neither contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by IDVerse or its employees, agents, representatives or Channel Vendors regarding future functionality or features.
- (i) No oral or written information or advice given by IDVerse, its Channel Vendors, or their respective Personnel or distributors, will increase the scope of the express



warranties or create any new representations, warranties or conditions.

- (j) IDVerse will not be liable for Loss arising from third-party systems that operate separately, but in conjunction with the Product, as third-party systems are licensed to You under separate agreements.
- (k) EXCEPT AS EXPRESSLY STATED IN THIS LICENCE AGREEMENT, IDVERSE GRANTS NO REPRESENTATION OR WARRANTY TO CLIENT OR ANY THIRD-PARTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, AVAILABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- (l) 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 STATE OR JURISDICTION, SHALL BE READ DOWN TO THE MINIMUM EXTENT NECESSARY REQUIRED TO COMPLY WITH THE RELEVANT LAW.
- (m) For Clients operating in Australia only:
  - i. if you are accessing DVS checks as part of the Product then it is a condition of your use of DVS checks that: (a) You comply with the DVS Home Affairs Business User and/or ID Service Provider Conditions, available at <https://www.idmatch.gov.au/for-organisations>; and (b) all disclaimers, exclusions, limitations of liability and indemnities in the License Agreement enure for the benefit of the Australian Government Home Affairs and DVS Manager, and can be directly enforced by the DVS Manager; and
  - ii. if you are purchasing a TDIF accredited Product then we need the right to audit your security and privacy practices. You will respond promptly to any questions and work with us to implement any security and privacy best practices that we consider acting reasonably are required.

## 20. Indemnities

20.1. To the extent permitted by Law, Client shall defend, hold harmless and indemnify IDVerse and its Group Companies and their respective Personnel ("**Indemnified Parties**") from and against any Loss suffered or incurred by them arising out of or in connection with:

- (a) any Claim by any person (including any User or third-party) in connection with any results of the use of the Product or Services or any data (including any Personal Data) used or disclosed by Client or its Users in connection with this Licence Agreement;

- (b) a breach by the Client, directly or through Client's Personnel, of the provisions of clause 6 (Client restrictions), clause 10 (Confidential Information), any privacy or security obligations in the applicable Order Form, clause 12.3 (Third-party Services), and clauses under Annexure 1 (Data protection and subcontracting);
- (c) any Client Materials (including Personal Data) used or disclosed by Client (or any Users), including any Claim by any person that Client Materials infringe any Intellectual Property Right or other right (including privacy rights) of such person or any third-party;
- (d) where Client has:
  - i. nominated a third-party to receive Personal Data and/or the results of any use of the Product or Services; or
  - ii. disclosed Personal Data and/or the results of the Product or Services to a third-party directly,
 such third-party's accessing, use and disclosure of the Personal Data;
- (e) any Claims by Users (other than a Claim concerning a breach of this Licence Agreement or Law by IDVerse);
- (f) (i) any changes made to the User consent screen in the Product; (ii) failure to link the Client's or IDVerse's privacy policy on the User consent screen; or (iii) any changes made to any suggested or default wording provided by IDVerse for insertion into the Client's privacy policy, to the extent that such liability would not have arisen but for the changes made to the wording by the Client; and
- (g) any fraud, wilful misconduct or negligence by Client or its Users, except to the extent that such Loss is caused by a breach of this Licence Agreement or wilful misconduct of such Indemnified Parties.

## 21. Limitation of liability

21.1. To the extent permitted by Law, and subject to clause 21.3:

- (a) in no event will IDVerse have any liability in respect of the results of any use of the Product or Services or any third-party fraud which may be carried out using the Product or 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 or breach of clause 10 (Confidentiality), the sum of £1,000,000 (one million British Pounds); and

- ii. for any other Loss, the Fees paid by Client to IDVerse in the twelve months prior to receiving notice of the claim, regardless of the cause or form of action.

21.2. To the extent permitted by Law, and subject to clause 21.3, under no circumstances will either party be liable for any Consequential Loss, special, punitive, exemplary or incidental damages.

21.3. 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 willful misconduct; or
- (c) as afforded under any Law applicable to this Licence Agreement.

## **22. Records, Audits and Reporting**

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22.1 IDVerse may install and use automated licence tracking, management and/or enforcement tools with the Product and Services, which You must not disrupt or alter.

22.2 IDVerse may, from time to time, request information from Client in connection with, and relation to, Client's compliance (or non-compliance) with the terms of this Licence Agreement. You must respond within seven (7) days of any such foregoing information request. OCR Lab's rights in clause 22.2 are independent of its auditing rights in clause 22.3.

22.3 At its expense and with reasonable written notice to Client, IDVerse and/or a third-party appointed by IDVerse may audit the books, records, and if necessary, the systems of Client for the sole purpose of ensuring compliance with the terms of this Licence Agreement. IDVerse shall have the right to conduct follow-up audits as necessary. All audits shall be conducted during regular business hours and shall not interfere unreasonably with Client's activities. IDVerse shall treat all such records and books as confidential information. All audits shall be conducted not more frequently than once in any 12-month period unless such audit reveals a violation of this Licence Agreement in which case IDVerse may conduct additional audits in its discretion.

22.4 If any audit reveals that Client has underpaid licence fees, Client shall be invoiced for all such underpaid fees based on IDVerse's list price in effect at the time the audit is completed. If the underpaid fees are in excess of five percent (5%) of the fees previously paid by Client for the year, or other applicable period in question, then Client shall also pay IDVerse's reasonable costs of conducting the audit and enforcement of this Licence Agreement and IDVerse may, at

its option, terminate this Licence Agreement.

22.5 Client will report promptly to IDVerse all claimed or suspected defects in the Products as they come to Client's attention.

## **23. Assignment**

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23.1 Client must not assign or novate, directly or indirectly, any of its rights or obligations under this Licence Agreement without the prior written consent of IDVerse (such consent not to be unreasonably withheld or delayed).

## **24. Survival**

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24.1 Without limiting any other provision of this Licence Agreement, the following clauses shall survive termination or expiration of this Licence Agreement for any reason: clause 8 (Fees, payment and Taxes); clause 9 (Intellectual Property Rights); clause 10 (Confidential Information); clause 17 (Consequences of cancellation and termination); clause 18 (Warranties); clause 19 (Disclaimer); clause 20 (Indemnities); clause 21 (Limitation of liability); clauses under Annexure 1 (Data protection and subcontracting); and any other clauses which should by their nature survive termination of this Licence Agreement.

## **25. Notices**

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25.1 Any notice, demand, consent or other communication (a "**Notice**") given or made under this Licence Agreement:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the full name and position or title of the sender or person duly authorised by the sender);
- (b) in the case of notices to IDVerse, must be addressed and delivered to the IDVerse Representative set out in the applicable Order Form and a copy of the notice must be sent by email to [legal@ocrlabs.com](mailto:legal@ocrlabs.com); and
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above email address or address. If delivery or receipt occurs on a day that is not a Business Day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next Business Day in that place.

## **26. Dispute Resolution**

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26.1 Except with regard to a Claim by either party for infringement of the other party's Intellectual Property Rights or a Claim by IDVerse for Your non-payment of Fees other than a disputed sum, all Claims will be addressed and resolved as follows:

- (a) A party wishing to make a claim against the other party must give notice in writing and the nominated representative of each affected party must promptly attempt in good faith to resolve the dispute.
- (b) In the event that the parties are unable to resolve the dispute within seven (7) days of the written notification referred to in this clause, each party must promptly refer the dispute for resolution to one of the Chief Executive or Chief Operating Officer (each, a “**Senior Executive**”) of that party.
- (c) If the parties are unable to resolve the dispute within fourteen (14) days following referral to the Senior Executive of the relevant parties, then either party may use such lawful dispute resolution procedures or seek such legal and equitable remedies as it considers necessary or appropriate in its sole discretion.

26.2 Nothing in this clause 26, shall prevent a party from seeking urgent injunctive relief before an appropriate court.

## **27. General**

- 27.1 **Further Assurances.** Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Licence Agreement.
- 27.2 **Entire Agreement.** This Licence Agreement, including, without limitation, each applicable Order Form and Statement of Work, contains the entire agreement between the parties with respect to its subject matter, and supersedes any and 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 (whether innocently or negligently made) in entering into this Licence Agreement. Nothing in this Licence Agreement limits or excludes any liability for fraudulent misrepresentations.
- 27.3 **Amendment.** This Licence Agreement and/or any Order Form may be amended only by another written agreement executed by all the parties. Any changes to this Licence Agreement and/or any Order Form will take effect beginning on the commencement of the following Renewal Term, as applicable, unless otherwise agreed in writing. For the avoidance of doubt, any Updates by OCR Labs to the Product or Services shall not be considered an amendment under this clause 27.3.
- 27.4 **Responsibility for Personnel.** To the extent permitted by Law and subject to the terms of this Licence Agreement:
  - (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 Client's Personnel, Users, 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.

- 27.5 **No Waiver.** No failure to exercise or delay in exercising any right, power or remedy under this Licence Agreement 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.
- 27.6 **Remedies cumulative.** The rights, powers and remedies provided to a party in this Licence Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any agreement.
- 27.7 **Severability.** Any provision of this Licence Agreement 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 Licence Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- 27.8 **Costs.** Each party must bear its own costs arising out of the review, negotiation, preparation and execution or acceptance of this Licence Agreement.
- 27.9 **Governing law and Jurisdiction.** If you are not located in the United States of America, Canada, Europe, the Middle East or Africa, the Licence Agreement is governed by the laws of New South Wales, Australia, and New South Wales will have exclusive jurisdiction regarding any disputes. If You are located in the United States of America or Canada, the Licence Agreement is governed by and construed in accordance with the laws in effect in the State of Delaware, (except that body of laws controlling conflict of laws), and You hereby submit to the exclusive jurisdiction thereof. If You are located in Europe, the Middle East or Africa, the Licence Agreement is governed by the laws of England and You hereby submit to the exclusive jurisdiction of the courts of England and Wales.
- 27.10 **Counterparts.** Any Order Forms may be executed electronically and in any number of counterparts. All counterparts will be taken to constitute one agreement. The individual signing this Licence Agreement on behalf of each party represents and warrants that he or she has been duly authorised to do so.
- 27.11 **Choice of Language.** The English language version of this Licence Agreement shall be the official text hereof, despite translations or

interpretations of this Licence Agreement in other languages.

27.12 **Interpretation.** This Licence Agreement 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 Licence Agreement are for reference and convenience only and shall not be considered substantive parts of this Licence Agreement and shall not enter into the interpretation hereof.

## **28. Definitions and Interpretation**

### **Definitions**

28.1 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) **“Administrator Access”** means:
  - i. access to certain information about the Users and the use of the Product by such Users;
  - ii. the ability to upload and display Client Materials for inclusion into the Product and to manage the settings for presentation of such materials; and
  - iii. access to any other information or Product functionality made available by Client to Administrators from time to time.
- (c) **“Applicable Reserve Bank Interest Rate”** means:
  - i. Australian Treasury Bill rate if you are located in Australia or New Zealand;
  - ii. the United States Federal Reserve interest rate if you are located in United States of America or Canada;
  - iii. Bank of England base rate if you are located outside of Australia, New Zealand, United States of America or Canada.
- (d) **“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).
- (e) **“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 in clause 27.9 applies or any day on which banking institutions in such country are authorised or required by law or other governmental action to close.
- (f) **“Channel Vendor”** means any one of IDVerse’s appointed partners, distributors, resellers or platform providers.
- (g) **“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.
- (h) **“Client Data”** means any User Data and any 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.
- (i) **“Client Marks”** means the brands, trademarks, designs, logos or names of Client.
- (j) **“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.
- (k) **“Commencement Date”** means, with respect to each Order Form, the commencement date specified in the Order Form and if no such date is stated then the date on which such Order Form has been executed by both parties.
- (l) **“Confidential Information”** means all information of a confidential or proprietary nature, in any form whether tangible or not, disclosed or communicated by a party to the other, or learnt or accessed by, or to which the other party is exposed as a result of entering into this Licence Agreement, but excluding Personal Data and information which:
  - i. is or becomes a matter of public knowledge through no fault, action or omission of the recipient or its Personnel;
  - ii. is rightfully received by the recipient from a third-party without a duty of confidentiality;
  - iii. was already known to the recipient at the time the disclosing party first made it available to the recipient, except as a result of disclosure known by the recipient to be made in violation of an obligation of confidence; or
  - iv. was independently developed by the recipient without reference to the information of the disclosing party.

Without limitation, IDVerse’s Confidential Information includes all know-how, trade secrets, technical information, specifications, data, Intellectual Property Rights, marketing procedures, pricing

- information, client and client records, as well as business, corporate or trade information.
- (m) **“Consent”** means any licences, clearances, permissions, authorisations, permits, authorities, declarations, exemptions, waivers, approvals or consents.
- (n) **“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 Licence Agreement or other event the subject of the relevant claim).
- (o) **“Contract Term”** means, with respect to each Order Form or Statement of Work, the Initial Term together with any Renewal Terms.
- (p) **“Data Protection Law”** means any Law (as updated, amended and/or supplemented from time to time) that relates to the protection of data with regard to the processing of personal and/or sensitive data to which a User is subject, for example, without limitation:
- i. the California Consumer Privacy Act of 2018;
  - ii. the Illinois Biometric Information Privacy Act of 2008;
  - iii. the General Data Protection Regulation (2016/679) and national laws implementing or supplementing it;
  - iv. the Privacy Act (Australia and New Zealand)
  - v. the Australia Spam Act 2003; and
  - vi. the Australia Do Not Call Register Act 2006
- (q) **“Fault”** means a fault in the Product that materially impacts the usability of the Product.
- (r) **“Feedback”** has the meaning given in clause 9.4.
- (s) **“Fees”** means IDVerse’s fees and expenses as stated in the applicable Order Form and said fees are payable by You to IDVerse or Channel Vendor (as the context requires) as set out in the Order Form and if no fee is set out in the Order Form or for the relevant subscription period, then IDVerse’s list price in the governing law country (as provided in clause 27.9 shall apply pro rata.
- (t) **“Force Majeure Event”** affecting a party means an event caused by circumstances beyond the reasonable control of that party causing that party to be unable to observe or perform on time an obligation under this Licence Agreement, 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.
- (u) **“Governmental Agency”** means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.
- (v) **“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.
- (w) **“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, or co-mingled with, any Client Data.
- (x) **“IDVerse Marks”** means the brands, trademarks, designs, logos or names of IDVerse.
- (y) **“IDVerse Partner”** means the service provider engaged by IDVerse to provide certain components of the Services to, and otherwise manage engagement with, Client, where applicable.
- (z) **“Initial Term”** means the period starting on the Commencement Date and ending on the conclusion of the initial term, as set out in the applicable Order Form.

- (aa) An “**Insolvency Event**” occurs in respect of a person where:
- i. a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;
  - ii. a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
  - iii. a party becomes or is (including under legislation) deemed or presumed to be insolvent;
  - iv. a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;
  - v. any composition or arrangement is made with any one or more classes of its creditors;
  - vi. except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;
  - vii. a party enters into liquidation whether compulsorily or voluntarily; or
  - viii. any analogous or comparable event takes place in any jurisdiction.
- (bb) “**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.
- (cc) “**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.
- (dd) “**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.
- (ee) “**Operating Environment**” has the meaning given to that term set out in clause 13.
- (ff) “**Order Form**” means: (a) any order submitted by you to IDVerse for a licence to the Product which has been accepted by IDVerse or Channel Vendor (as the context requires); (b) any signed agreement regarding OCR Lab’s licensing of the Product to You; and (c) a Proposal.
- (gg) “**Personal Data**” has the meaning given to that term in the Data Protection Legislation.
- (hh) “**Personnel**” means, in respect of a person, any officer, employee, contractor, servant, agent, or other person under the person’s direct or indirect control and includes any sub-contractors.
- (ii) “**Privacy Policy**” means IDVerse’s privacy policy available at <https://idverse.com/legal/privacy-policy>, as amended by IDVerse from time to time.
- (jj) “**Product**” means the product specified in the applicable Order Form, any Updates to it and the portal for its administration.
- (kk) “**Proposal**” means any proposal prepared by IDVerse and accepted by You in accordance with its terms.
- (ll) “**Renewal Term**” means the periods for which an Contract Term shall successively renew as specified in this Licence Agreement or in the applicable Order Form.
- (mm) “**Restricted International Transfer of Personal Data**” means a transfer of Personal Data by IDVerse: (a) from a country which has Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personal Data; (b) to a country which does not provide an adequate level of protection for Personal Data as required by the Data Protection Legislation of the country of export.
- (nn) “**Senior Executive**” has the meaning given to that term set out in clause 26.1.
- (oo) “**Services**” means any services provided to Client by IDVerse including, without limitation, any and all services specified in each Order Form and Statement of Works, as applicable.
- (pp) “**Statement of Work**” means any document attached to the Order Form or this Agreement that describes the Services and the Product.

- (qq) **“Territory”** means the country or countries where You do business, unless otherwise set out in the applicable Order Form.
- (rr) **“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 and Services.
- (ss) **“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.
- (tt) **“Updates”** means any update 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 Services).
- (uu) **“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.
- (vv) **“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.
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a person includes any body corporate, unincorporated body or other entity and conversely;
- (d) a reference to a clause, is to a clause of this Licence Agreement (as the context requires);
- (e) a reference to any party to this Licence Agreement or any other agreement or document includes the party’s successors and permitted assigns;
- (f) a reference to any agreement or document (including a reference to this Licence Agreement) is to that agreement or document as amended, notated, supplemented, varied or replaced from time to time, where applicable, in accordance with this Licence Agreement or that other agreement or document;
- (g) 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;
- (h) a reference to conduct includes any omissions, statement or undertaking, whether or not in writing;
- (i) a reference to includes, means includes without limitation; and
- (j) all references to sterling (£), euros (€), US dollars (\$), or any other currency symbol are to the currency specified in the applicable Order Form.

**[Annexures 1 and 2 follow]**

**Interpretation**

28.2 Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

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

# Annexure 1: Data Protection and Subcontracting

## 1. Compliance responsibilities

- 1.1 Each party must comply with the applicable Data Protection Legislation, in respect of any Personal Data that:
  - i. one party discloses to the other party; or
  - ii. comes into the possession or control of a party by any means, including through use of the Product and Services.
- 1.2 Without limiting clause 1.1 of this Annexure 1 Client must ensure that its own privacy policy and any other statements in relation to how it handles the Personal Data of Users and third parties accurately reflects its collection, use, storage and disclosure of that information, the Product and the Services.
- 1.3 Without limiting clause 1.1 of this Annexure 1 Client must only collect, use, store and disclose the Personal Data of Users that it receives from IDVerse, or otherwise has access to in connection with the Product and Services, for the purposes of (a) verifying the identity of the relevant User to facilitate the User's receipt of a product or service from Client or a third-party (including to determine whether the User is eligible for the relevant product or service); and (b) complying with any related obligations arising under Law.
- 1.4 Without limiting clause 1.1 of this Annexure 1 Client must, throughout the Contract Term, obtain and maintain all necessary Consents, and provide all necessary notices, relevant to:
  - i. its (and each Administrator's and User's) use of the Product and Services, including those in relation to collection, use, disclosure, processing, storage, amendment and deletion of Personal Data of any individual whose Personal Data may be provided to IDVerse, directly or indirectly, as contemplated by this Licence Agreement;
  - ii. Client's disclosure of Personal Data and/or the results of any use of the Product or Services;
  - iii. IDVerse's disclosure, at Client's direction, of Personal Data and/or the results of any use of the Product or Services; and
  - iv. IDVerse's (and IDVerse's third-party suppliers') collection, use, disclosure, processing, storage, amendment and deletion of Personal Data in connection with this Licence Agreement.
- 1.5 Without limiting clause 1.4 of this Annexure 1, Client acknowledges and agrees that IDVerse may require the inclusion of certain language in Consents obtained from, and notices provided

to, Users, to assist its own compliance with Law, and Client must comply with such requirements.

- 1.6 IDVerse uses AWS for cloud hosting and selects geographically located AWS regions to minimise the flow of Personal Data across national borders, e.g. for APAC it uses AWS Asia Pacific (Sydney), for Europe it uses AWS Europe (Frankfurt), for UK it uses AWS Europe (London) and for the US it uses AWS US West (Oregon) region. Details of how IDVerse may process Personal Data are accessible via its Privacy Policy, accessible at <https://idverse.com/legal/privacy-policy>.
- 1.7 Subject to any legal requirements, if a party receives a request from an individual for access to or correction of Personal Data about the individual, where such information is in the possession or control of the other party, it must notify the other party and such other party must promptly undertake the correction or provide such access as required by Law.
- 1.8 To the extent permitted by Law, the parties agree that IDVerse makes no warranties as to the suitability of the Services or Product with regards to Client's privacy obligations at Law or contract, and it is Client's sole responsibility to determine whether the Services or Product is appropriate for Client.
- 1.9 At the request of the Client, IDVerse shall provide evidence of its compliance with this clause 1 of this Annexure 1. Where possible IDVerse shall provide such evidence to the Client using its own information or information sourced from its third-party auditors or certification providers that assess IDVerse's policies and technical and organizational measures using an appropriate and accepted control standard or framework and assessment procedure (which includes, without limitation, ISO 27001 standards) and provide a report or summary thereof to the Client. To the extent that such information does not fully address the relevant issue, the Client may itself or via its appointed representative conduct an audit of IDVerse, subject to:
  - i. restrictions on the disclosure of third-party information;
  - ii. the Client providing at least 20 days' prior written notice; and
  - iii. minimising disruption to IDVerse's business.

## 2. Processor responsibilities

- 2.1 To the extent that IDVerse processes Personal Data on behalf of Client, IDVerse shall comply with the requirements of this clause 2 of this



Annexure 1.

- 2.2 The scope of the Personal Data processing carried out by IDVerse under this Licence Agreement is restricted to such processing as is required for IDVerse in connection with the Product and the Services and for the duration of this Licence Agreement. The types of Personal Data that may be processed are as described in Annexure 2.
- 2.3 IDVerse confirms that, when acting as processor for the Client in relation to Personal Data, IDVerse shall:
- i. only process Personal Data on the documented instructions of the Client (which shall include the provision of Services under this Licence Agreement) unless required to process that Personal Data for other purposes by Law. Where such a requirement is placed on IDVerse it shall provide prior notice to the Client unless the relevant law prohibits the giving of notice on important grounds of public interest;
  - ii. not sell (as “sell” is defined by Data Protection Legislation with respect to Personal Data) the Personal Data or share the Personal Data for targeted advertising purposes except as instructed by the Client;
  - iii. not combine the Personal Data with Personal Data received from sources other than the Client where and to the extent prohibited by Law;
  - iv. inform the Client if, in its opinion, the Client’s instructions would be in breach of Data Protection Legislation;
  - v. provide reasonable assistance to the Client to respond to requests from individuals exercising their rights under Data Protection Legislation taking into account the nature of the processing and the information available to IDVerse;
  - vi. provide reasonable assistance to the Client, at the Client’s expense, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data and taking into account the nature of the processing and the information available to IDVerse;
  - vii. provide reasonable assistance to the Client to conduct and document a privacy impact assessment (and any related consultations) where required under Data Protection Legislation and taking into account the nature of the processing and the information available to IDVerse. If this requires IDVerse to take additional steps beyond those directly imposed on IDVerse by Data Protection Legislation,

the Client shall pay IDVerse for the reasonable costs of taking those additional steps.

- 2.4 On termination of the Licence Agreement and at the option of the Client, IDVerse shall promptly return or delete Client’s Personal Data and certify in writing that it has done so. IDVerse may retain a copy of the Client’s Personal Data where required by Law but must delete it when that legal obligation ceases to apply.
- 2.5 IDVerse shall not make a Restricted International Transfer of Personal Data unless it has a lawful basis for that transfer. IDVerse shall inform the Client of that transfer and, where necessary, the documented instructions of the Client shall be updated with details of that transfer.

### **3. Data security**

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- 3.1 IDVerse shall implement commercially reasonable technical and organisational measures designed to protect Client Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. Such measures may include, without limitation:
- i. ensuring any of its employees or agents or other persons to whom it provides access to Client Data are obliged to keep it confidential;
  - ii. the use of pseudonymisation and encryption of Client Data, where appropriate;
  - iii. measures designed to ensure the ongoing confidentiality, integrity, availability and resilience of the IDVerse’s systems and services;
  - iv. measures designed to restore the availability and access to Client Data in a timely manner in the event of a physical or technical incident;
  - v. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing of Client Data; and
  - vi. assisting the Client to comply with its own data security obligations under Data Protection Legislation. If this requires IDVerse to take additional steps beyond those directly imposed on IDVerse by Data Protection Legislation, the Client shall pay IDVerse for the reasonable costs of taking those additional steps.
- 3.2 IDVerse shall notify the Client without undue delay (in any event within 72 hours) should it become aware of a security breach leading to the accidental or unauthorised loss, alteration

or disclosure of Client Data (a “**Security Breach**”). IDVerse shall use commercially reasonable efforts to promptly:

- i. provide reasonable information needed by the Client for the Client to comply with Data Protection Legislation, including a description of the nature of the Security Breach, the volume and type of Client Data affected, the categories and approximate number of individuals concerned and the likely consequences of the Security Breach; and
- ii. take reasonable measures designed to address the Security Breach, mitigate its effects and prevent further breaches, and provide details of those measures to the Client.

#### **4. Use of subcontractors**

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- 4.1 Annexure 2 lists all sub-processors used as at the date of the Order Form. IDVerse shall give the Client prior notice of any intended addition

to or replacement of those subcontractors. IDVerse shall use reasonable efforts to ensure that it has a written contract with any subcontractors that it engages to process Personal Data in connection with the Product and Services that complies with Data Protection Law and is not materially less protective of Personal Data than the Licence Agreement.

#### **5. Notification to regulator and affected individuals**

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If a Security Breach occurs and Client wishes to notify the relevant regulator and/or affected individuals, any correspondence or notification to be sent by Client to the relevant regulator (and affected individuals, if applicable) that names IDVerse (or its Group Companies) or refers to the Product or Services, must, to the extent permitted by Law, be in a form approved by IDVerse in advance with IDVerse given a reasonable period to reply.

## Annexure 2: Personal Data processing

- **Data Subject:** Users of the Client
- **Personal Data processed:**
  - Personal data located on a User’s government issued ID will be collected to verify their identity, that may include:
    - Full name
    - Address
    - Date of birth
    - Government-issued identifier
    - Expiry date of ID
    - Biometric data
    - Nationality
    - Email address
    - Telephone number or contact details
    - Data from fraud-prevention services
    - Device ID, device type, geo-location data, computer and connection data, IP address and standard web log data
  - Other data identifiable from scanned ID documents provided, such as photographs of your face.
- **Purpose:** identity or age verification and fraud detection.
- **Sub-processors:** AWS for hosting, Twilio (or replacement service provider) for SMS messaging and any Third Party Data source identified in the Order Form.
- **Retention period:** if FraudHub or Authentication is selected by the Client, up to three years. If FraudHub or Authentication is not selected then when redacted or deleted by the Client on the administration portal. Biometric data is deleted within seven days (unless FraudHub or Authentication is selected in which case it is deleted within three years).

**[End of Licence Agreement]**