Kyckr – End User Agreement

1. **Definitions**

Agreement: this End User Agreement

Reseller: Frankie Financial

Software: refers to Kyckr's software which will be offered to the Client via Kyckr's Application Programming Interface. Kyckr's software provides full functionality and access to all company data held in Kyckr's network of registries (which includes being able to access detailed information on company profiles, associated persons and filings).

Term: as set out in the SOW

2. **Software Access**

2.1 Subject to and in consideration of payment by the Client to the Reseller, the Reseller hereby grants to the Client access to the Software which will allow it to run searches for internal business purposes during the Term of this Agreement.

2.2 The Software hereby granted and the Client's rights to use the Software are subject to the following restrictions:

2.2.1 save as permitted by law, the Client shall not access and shall not attempt to access the source code relating to the Software or access all or any part of the Software and related documentation in order to build a product or service which competes with the Software and any documentation provided;

2.2.2 the Client shall not decompile or translate the Software into any other computer language nor attempt so to do;

2.2.3 The Client shall not modify, alter or in any way interfere with the Software or merge the Software with other data, programs or systems; and

2.3 The Client agrees not to use the Software, or any documentation provided save in accordance with the terms and conditions of this Agreement.

2.4 The Client acknowledges and agrees that none of the acts which are prohibited by the provisions of this Agreement (including, without limitation, the prohibitions on copying or adapting the Software or any part for the purpose of correcting errors in the Software) are necessary for the purposes of the use of the Software by the Client in accordance with its intended purpose or for the purposes of the use of the Software in accordance with this Agreement.

2.5 The Client acknowledges and understands that the Software is provided on an "as is" basis and, to the maximum extent permitted by law, without any warranty of any kind. No warranty is provided that use of the Software will be uninterrupted or error free.

2.6 Since the Software provides information from various company registries and third party sources ("third party content"), the Reseller does not warrant the accuracy, completeness and reliability of any third-party content provided to the Client.

3. **Client Indemnity**

3.1 The Client agrees to fully indemnify and keep the Reseller indemnified against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including but not limited to legal fees) whatsoever incurred by Reseller or its third party providers or licensors (and recharged to Kyckr) arising out of any of the following:

3.1.1 The Client's breach of this Agreement or its negligence, or other act, omission or default;

3.1.2 The Client's misuse of the Software; or

3.1.3 The Client infringing third party intellectual property rights.

4. **Reseller Liability**

4.1 The Reseller's aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the amount

actually paid by the Client to the Reseller under this Agreement in the twelve (12) months preceding the date on which the claim arose.

5.   Term and Termination

5.1   The Agreement shall continue for the term set out in SOW and shall continue annually thereafter until either party gives to the other party at least ninety (90) calendar days' prior written notice of terminate such notice to expire at the end of the initial term or subsequent anniversary thereof.

5.2   This Agreement may terminate automatically where either party is in breach of its use of the Software hereunder.

6.   Rights of Third Parties

No one other than a party to this Agreement shall have any right to enforce any of its terms other than the parties hereto. The rights of the Parties to rescind or vary this agreement are not subject to the consent of any other person other than the parties to this Agreement.