



# LICENSE AGREEMENT

Revised October 2022

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING, COPYING, ACCESSING OR OTHERWISE USING THE PLATFORM OR SERVICES (DEFINED BELOW) TO WHICH THIS LICENSE AGREEMENT RELATES. BY ACCEPTING THIS LICENSE AGREEMENT, WHICH YOU CAN DO SO BY: CLICKING THE ACCEPT BUTTON, DOWNLOADING, INSTALLING, COPYING, ACCESSING AND/OR OTHERWISE USING THE PLATFORM OR RELATED SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW.

THIS LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN "YOU" ("YOUR" AND "CLIENT") AND "OCR LABS" ("WE", "US" AND "OUR") (THE RELEVANT OCR ENTITY IS DEFINED IN CLAUSE 1) AND EACH REFERRED TO AS A "PARTY". IN THIS LICENSE AGREEMENT "YOU", "YOUR" AND "CLIENT" REFERS TO THE INDIVIDUAL WHO HAS ACCEPTED THE TERMS OF THIS LICENSE AGREEMENT. IF THE INDIVIDUAL WHO HAS ACCEPTED THE TERMS OF THIS LICENSE AGREEMENT IS DOING SO ON BEHALF OF AN ENTITY, THEN "YOU" ALSO REFERS TO THAT ENTITY. IF YOU ARE ACCESSING THE PRODUCT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ALSO AGREE TO THIS LICENSE AGREEMENT ON ITS BEHALF. WHERE "YOU" COMPRISES TWO (2) OR MORE PERSONS, THEN EACH OF THE PERSONS COMPRISING "YOU" ARE BOUND BY THIS AGREEMENT SEVERALLY. THE LICENSE AGREEMENT WILL ALSO BE APPLICABLE TO PRODUCTS PROVIDED ON A TRIAL BASIS. FOR THE AVOIDANCE OF DOUBT, "YOU"/"YOUR"/"CLIENT" EXCLUDES A USER (AS DEFINED IN CLAUSE 27 OF LICENSE AGREEMENT).

IF YOU DO NOT AGREE TO THIS LICENSE AGREEMENT: DO NOT INSTALL, USE, OR ACCESS THE PLATFORM OR SERVICES; OR IF YOU ACCESSED THE PRODUCT ELECTRONICALLY, CLICK "DISAGREE/DECLINE" OR SIMILAR TERM; AND YOU MUST PROMPTLY RETURN ALL COPIES OF THE PRODUCT AND DOCUMENTATION TO YOUR SUPPLIER. IF THE PLATFORM OR SERVICES IS INCLUDED WITH YOUR PURCHASE OF THIRDPARTY SOFTWARE OR HARDWARE, YOU MUST RETURN THE ENTIRE SOFTWARE OR HARDWARE PACKAGE.

## 1. The Parties

- 1.1. This License Agreement is between OCR Labs and you and together with any and all amendments, exhibits, or other policies, rules and other terms that are expressly incorporated herein by reference (collectively, the "License Agreement").
- 1.2. For the purpose of this Agreement, if you are located in the United States of America, OCR Labs refers to OCR Labs Global (USA) Inc, incorporated under Delaware law. If you are located in Europe or the United Kingdom, OCR Labs refers to OCR Labs Global Limited incorporated and registered in England and Wales with company number 12867358, and if you are located in any other jurisdictions other than the foregoing geographical locations then OCR Labs means OCR Labs Pty Ltd ACN 603 823 276 and its Related Entities.

## 2. Contract structure and precedence

- 2.1. The defined terms in this document are set out in clause 28 of this License Agreement. Additional terms of engagement for the provision of the Platform and/or 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 Agreement, the provisions will prevail in the following decreasing order:
  - (a) the applicable Order Form;
  - (b) this License Agreement; and
  - (c) any other documentation incorporated by reference into this Agreement.

## 3. Order and Term

- 3.1. The terms of this Agreement will be and remain in full force and effect during any and all periods in which an Order Form is in effect (including, without limitation, any and all Renewal Terms thereof) (collectively, the "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 Agreement or such Order Form (in which case other Order Forms then in place and the 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); or
  - (b) the provision to Client of the Platform and/or Services is otherwise cancelled by OCR Labs.
- 3.3. If You request that OCR Labs 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 director, Chief Financial Officer, Head of Sales or General Counsel 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 therein, 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 or this Agreement; (b) does not modify, alter, supersede or supplement this Agreement; or (c) constitute a counter-offer by You, notwithstanding it may have been issued to us prior to our grant of access to the Platform.

- 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 Agreement and any terms and conditions you submit which are in addition to or conflict with the terms and conditions of this Agreement shall be deemed stricken from the subsequent order and of no force and effect.

## 4. Licence

### Grant of licence

- 4.1. Subject to Client's compliance with this Agreement, OCR Labs grants to Client a non-exclusive, limited, non-sublicensable, non-transferable, revocable licence to access, use, and make available to Users the Platform in the Territory during the applicable Order Term in accordance with this Agreement. OCR Labs 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 Platform, provided that Client does not actively attempt to use the Platform or market it to Users outside the Territory.

### OCR Labs Partner

- 4.2. OCR Labs may procure the performance of an OCR Labs Partner to assist with or perform any of the functions under this Agreement, including delivering access to the Platform or providing Services pursuant to an Order Form.

## 5. Use of the Platform and Services

- 5.1. OCR Labs shall make the Platform and/or Services available to Client on and from the applicable Go-Live Date and for the remainder of the applicable Order Term in accordance with the terms of this Agreement.
- 5.2. Client shall grant each Administrator the relevant Administrator Access to perform its 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 OCR Labs and/or by Client. To the extent permitted by Law, OCR Labs 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 Platform or Services under this Agreement. Client is responsible for any and all actions taken, directly or indirectly, using any of Client's credentials. Client will immediately notify OCR Labs of any unauthorised use of any credentials or the Platform or Services, which Client or its Administrators or other Personnel become aware.



- 5.4. Client will make the Platform available to Users only in a manner consistent with this Agreement and in accordance with any reasonable instructions given to Client by OCR Labs from time to time. To the extent permitted by Law, OCR Labs will not be liable for any Loss arising out of or in connection with a User's failure to maintain the security of their session on the Platform. Client will immediately notify OCR Labs of any unauthorised use of which Client becomes aware.
- 5.5. Where APIs form part of the Platform, Client will use those APIs reasonably, in a manner consistent with this Agreement and in accordance with any reasonable instructions given to Client by OCR Labs from time to time.
- 5.6. Where Client is required to specify a domain for the operation of the Platform, OCR Labs may verify that Client owns or controls that domain. If Client does not own or control the relevant domain, then OCR Labs will have no obligation to provide Client with the Platform via such domain.
- 5.7. To the extent permitted by Law, Client is solely responsible for ensuring that all information it provides or inputs on any Platform 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. Client's authorisation to use any Services or the Platform is subject to the payment of all Fees payable under this Agreement.
- 5.9. Client acknowledges that OCR Labs may collect, use and disclose OCR Labs Data in connection with Client's and its Users' use of the Platform and other Services without restriction, provided such OCR Labs does not use or disclose to any third party any Personal Data, except as permitted by this Agreement and subject to applicable Laws.
- 5.10. Client shall ensure that it complies with all applicable Laws in connection with its, any Administrators' and its Users' use of the Platform and other Services, and acknowledges that it is solely responsible for such compliance.
- 5.11. To the extent that Client wishes to configure its Users' experience of the Platform (for example, by configuring the platform aesthetics), Client:
- must do so in accordance with the tools made available by OCR Labs on the Platform and OCR Labs' reasonable instructions to Client; or
  - may request OCR Labs' assistance to perform any such configuration.
- 5.12. Each party must notify the other if it becomes aware of any Fault which may have a material adverse effect on the use of the Platform.
- 5.13. Both parties will work together in good faith and will use reasonable endeavours to ensure that any Fault is rectified within a reasonable period.

## 6. Client restrictions

- 6.1. Except to the extent required by Law, Client must not and must ensure that any Administrators and its Users do not:
- without the prior written consent of OCR Labs, access or use the whole or any part of the Platform or Services, except as expressly authorised by this Agreement;
  - 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 Associated Documentation except and strictly only to the extent such copying is necessary for the normal use of the Associated Documentation or Platform;
  - remove or obscure any proprietary notice (including any copyright, trade mark, service mark, or tagline) or other notices contained in the Platform or the Associated Documentation;
  - circumvent any mechanisms in the Platform intended to limit Client's or any Administrator's or User's (as applicable) use of or access to areas within or components of the Platform;
  - sub-licence, rent, sell, lease, distribute, exploit, commercialise or otherwise transfer the Platform or Associated Documentation, except as expressly permitted under this Agreement; or
  - 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 Platform (or directly cause or permit any other person to do so), provided that OCR Labs, on request, provides full and comprehensive details of how to make the Platform interoperable with other software; or
  - combine the Platform with any other software (including open-source software), where the combined software is subject to the GNU General Public License or any other license that requires the combined software or the Product and its source-code to be made

freely available.

- 6.2. Client must not and must ensure that any Administrators and its Users do not, access or use the Platform, or post, provide or transmit any information, content or data in any way that:
- violates or infringes the rights of OCR Labs or others including, without limitation, Intellectual Property Rights;
  - contravenes any Law;
  - 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);
  - violates this Agreement or any policy or terms of use posted on the Platform or is inconsistent with the Privacy Policy;
  - 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;
  - is detrimental to or in violation of OCR Labs's or Client's systems, or a third party's systems or network security; or
  - could damage, disable or impair the servers or networks used by the Platform or any Users.

## 7. Updates

- 7.1. OCR Labs may implement (in its absolute discretion) Updates to the Platform or Services from time to time.
- 7.2. OCR Labs will use commercially reasonable efforts to notify Client in advance of any such Updates which would materially alter the Platform or Services or have a material detrimental impact on the Platform.

## 8. Fees, payment and taxes

### Fees and payment

- 8.1. Client must pay the Fees, without set-off, abatement or deduction, in accordance with this clause 8 and the applicable Order Form (or similar document if ordered through a Channel Vendor). 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 OCR Labs may on reasonable notice to Client, where practicable, suspend access to the Platform and/or 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 a rate equal to the United States Federal Reserve prime rate plus 3% per annum, from the date such amount is due until payment is received in full by OCR Labs.

### Taxes

- 8.4. All Fees and other amounts payable under this Agreement, including, without limitation, all Order Forms, are exclusive of all taxes, including sales tax, excise tax, goods and services tax (GST), consumption tax, which exclude taxes on the income of OCR applicable to OCR. OCR shall itemize 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

### Ownership

- 9.1. The parties acknowledge and agree that all rights, title and interest (including Intellectual Property Rights) in:
- the Platform, the Services, Associated Documentation and the OCR Labs Marks, including in any improvements thereto (including as they may incorporate any Feedback), and all other Intellectual Property Rights arising from any work done by or on behalf of OCR Labs in connection with this Agreement remain with OCR Labs and/or its licensors at all times and OCR Labs reserves all rights not expressly granted to you;
  - notwithstanding clause **Error! Reference source not found.**(c), all rights in the OCR Labs Data, including in any improvements thereto, immediately vest in and remain with OCR Labs at all times; and
  - Client Materials (including, for example, Client Marks), including in any improvements thereto, remain with Client and/or its licensors at all times, and nothing in this Agreement is intended to transfer any such right, title or interest to the other party.



- 9.2. In the event that Client acquires any Intellectual Property Rights described in clause 9.1(a) or 9.1(b), Client:
- hereby assigns all of such right, title and interest in and to such Intellectual Property Rights to OCR Labs;
  - will upon demand by OCR Labs do all such things and execute such documents as OCR Labs may reasonably require to give effect to that assignment;
  - must provide all reasonable assistance requested by OCR Labs to protect, defend and assert OCR Lab's interests in such Intellectual Property Rights.
- 9.3. In the event that OCR Labs acquires any Intellectual Property Rights described in clause 9.1(c), OCR Labs:
- hereby assigns all of such right, title and interest in and to such intellectual property to Client; and
  - will upon demand by Client do all such things and execute such documents as Client may reasonably require to give effect to that assignment.
- 9.4. Client must notify OCR Labs immediately if it becomes aware of any:
- breach of any of OCR Labs' Intellectual Property Rights; or
  - any claim by any third party relating to Intellectual Property Rights in the Platform and Services.
- 9.5. Client, or its Personnel, may from time to time provide feedback (including suggestions, ideas, information, comments, process descriptions or other information) to OCR Labs (**Feedback**). Client absolutely and unconditionally assigns to OCR Labs all rights, title and interests (including all Intellectual Property Rights) in and to any Feedback immediately upon creation, 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.
- 9.6. OCR Labs will have no liability under this clause 9 for any infringement or Claim based upon: (i) the combination, operation or use of the Platform with equipment or software not supplied exclusively or solely by OCR Labs to the extent that the alleged infringement would have been avoided without foregoing combination, operation or use; (ii) Your failure to comply with designs, specifications, configuration requirements or instructions provided by OCR Labs; (iii) Your use of the Platform in an application or environment for which it was not designed or not contemplated; (iv) modifications to the Platform made by anyone other than OCR Labs; or (v) use of the Platform not permitted by the Agreement; or (vi) the version of the Platform that You are using is not the current release version of the Platform.
- Client Materials**
- 9.7. Client agrees and acknowledges that it is solely responsible for any Client Materials.
- 9.8. Client must ensure that Client Materials, and the collection, use, processing, disclosure and dissemination of Client Materials via the Platform and as described in the Agreement:
- do not infringe the Intellectual Property Rights or privacy rights of any person; and
  - comply with all applicable Laws.
- 9.9. Notwithstanding any other clause in this Agreement, Client agrees that OCR Labs 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:
- providing Client with the Services and use of the Platform;
  - internal training; and
  - testing, improving and developing new features for the Platform and Services, and grants OCR Labs a royalty-free, worldwide, transferrable, non-exclusive licence to do so.
- 10. Confidential Information and publicity**
- Confidentiality**
- 10.1. Subject to clauses 9.2 and 9.3, a party must not disclose, or use for a purpose other than as contemplated by this Agreement, the existence of and terms of this 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:
- 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 Agreement;
  - in enforcing this Agreement or in a proceeding arising out of or in connection with this Agreement; or
  - to the extent required by Law or pursuant to a binding order of a Governmental Agency.
- 10.3. OCR Labs 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.
- Publicity**
- 10.4. Client acknowledges and agrees that, notwithstanding this clause 10, OCR Labs may disclose to third parties the fact that Client has entered into this Agreement with OCR Labs, including in any marketing or other material used by OCR Labs, including case studies regarding the Client's involvement with OCR Labs, and in white papers. We will promptly stop doing so upon your request sent to hello@ocrlabs.com.
- 10.5. Client grants to OCR Labs a royalty-free, non-exclusive licence to use and display the Client Marks on their respective websites or in their respective marketing materials for the purposes of clause 10.4.
- 11. Third Party Content**
- 11.1. Client acknowledges that the Platform and Services may incorporate Third Party Content including open source software and that OCR Labs is not responsible for the accuracy, quality, integrity or reliability of the same.
- 11.2. To the extent permitted by Law, OCR Labs does not give any representation or warranty as to the reliability, accuracy or completeness of any Third Party Content, including open source software, and OCR Labs 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 Content.
- 12. Third Party Services**
- 12.1. Client acknowledges that the Platform and Client Materials are hosted online and remotely by a reputable third party provider, and Client agrees that to the extent permitted by Law, OCR Labs is not responsible for any delays, loss of data, or delivery failures to the extent caused by such third party provider.
- 12.2. Client acknowledges that the Platform and the Services are dependent on other third party service providers and agrees that to the extent permitted by Law, OCR Labs will not be responsible or in any way liable for any:
- interruptions to the availability of the Services or Platform resulting from the failure of third party services; or
  - information contained on any linked third party website.
- 12.3. Where Client provides OCR Labs with credentials to access data from a third party service, Client warrants that:
- it is entitled to share those credentials with OCR Labs; and
  - OCR Labs is permitted to use that third party service for the purpose of verifying the identity of the relevant User.
- 13. Operating Environment**
- 13.1. Client acknowledges that, except to the extent otherwise provided in this Agreement:
- 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 Platform ("**Operating Environment**"); and
  - OCR Labs is not responsible for any User's ability to access the Platform, 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 Platform, as may be notified by OCR Labs from time to time.
- 14. Storage capacity, backup and deletion of Client Materials**
- Storage capacity of Client Materials**
- 14.1. The parties agree that OCR Labs may (acting reasonably) limit the amount of Client Materials that Client stores in the Platform. In the event that such a determination is made, OCR Labs will give Client at least 30 days' notice in writing of the need to reduce the amount of Client Materials stored in the Platform.
- Backup of Client Materials**



14.2. The parties agree that OCR Labs will perform backups of the Platform and the data stored on the Platform at such times and at such intervals as are reasonable for the purposes of the Platform, but no less than daily.

#### **Deletion of Client Materials**

14.3. Without limiting clauses 10 or 17 of this License Agreement, the parties agree that OCR Labs will provide for the deletion of Client Materials, including any backups, 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 all or any of its obligations under this Agreement is prevented or delayed in whole or in part due to any Force Majeure Event, this Agreement will continue and remain in effect but the Affected Party will not be in breach of this 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 Platform and/or the Services with immediate effect by giving written notice to the other party at any time if:

- (a) the other party experiences an Insolvency Event;
- (b) the other party breaches any material provision of this 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; or
- (c) without limiting clause 16.1(b), the other party (or in the case of Client, any of its Users or Administrators) fails to comply with the obligations set out in clause 5.10 (Use of the Platform and Services), clause 6 (Client Restrictions), clause 10 (Confidential Information and publicity) 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 Platform and/or the Services pursuant to clauses 16.1, 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 Agreement shall automatically terminate upon cancellation of the Services.

#### **Suspension**

16.4. Without prejudice to OCR Labs' rights and remedies available under this Agreement or at Law, OCR Labs may suspend Client's access (or that of its Users) to the Platform and/or the Services in the event that Client breaches this Agreement, until such breach is remedied to OCR Labs' 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 Agreement in the event of a suspension.

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

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

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

17.2. Where OCR Labs has a right to terminate the Agreement, OCR Labs may at its absolute discretion elect to suspend the Agreement. The Parties agree that an election by OCR Labs to suspend the Agreement in no way alters, derogates, extinguishes or waives OCR Lab's right to subsequently

terminate the Agreement for breach under the Agreement or at law. You remain liable for any fees which accrued prior to suspension of the Agreement.

17.3. On expiration or termination of this Agreement for any reason, Client will cease to have access to any Client Materials (and OCR Labs may delete such Client Materials, unless prevented by Law). Client is responsible for exporting copies of any Client Materials from the Platform using the functionality provided for in the Platform prior to the conclusion of the Term.

17.4. Client must, within 5 Business Days of termination or expiry of this Agreement or any Order Form, pay to OCR Labs, all Fees incurred and/or owing under this 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 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) has the authority to enter into this Agreement and perform its obligations under this Agreement, and that this Agreement has been duly executed and is a legal valid and binding Agreement;
- (b) will not do anything or make any statement that could be reasonably expected to harm the reputation of the other party, and in the case of Client, the Platform or other Services; and
- (c) shall obtain and maintain all Consents applicable or necessary in order to perform its obligations under this Agreement.

### **19. Disclaimer**

19.1. To the extent permitted by Law:

- (a) Client acknowledges and agrees that, except as expressly set out in this Agreement, the Services and the Platform are made available "as is" and OCR Labs makes no representation, warranty or guarantee:
    - (i) that the Platform will operate in combination with any other hardware, software, platform, Operating Environment or Client Materials;
    - (ii) that the Platform will meet Client's requirements or expectations;
    - (iii) that the Platform and/or any services or updates will meet Your requirements;
    - (iv) that the Platform, and information extracted from it, will be accurate, free from defects, bugs, errors or omissions, or that any Client Materials input into the Platform will not be lost or corrupted;

or

  - (v) in relation to non-infringement, title, fitness for a particular purpose, functionality, availability or merchantability.
- (b) OCR Labs uses reasonable endeavours to ensure that the Platform is free of known viruses or other harmful components but cannot guarantee that the Platform will be free from viruses and other harmful components.
- (c) OCR Labs 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 OCR Labs.
- (d) OCR Labs disclaims all liability in respect of the results of any use of the Services or the Platform.
- (e) OCR Labs makes no statement, representation or claim that Client's (or User's) use of the Platform will comply with any applicable Laws.
- (f) OCR Labs will not be liable for damages arising from Third Party Software that operates in conjunction with the Platform.
- (g) No third party is authorised to modify this Agreement or make any promises or representations on OCR Labs's behalf, and OCR Labs is not bound by any obligations to Client other than as set out in this Agreement.
- (h) If any Law implies into this Agreement any term, condition or warranty in relation to the Platform or the Services which cannot be lawfully excluded, that term, condition or warranty which cannot be lawfully excluded will be included in this Agreement to the extent required by the relevant Law but the liability of OCR Labs in respect of any breach thereof will be limited to the



maximum extent (if any) permitted by that Law.

- (i) 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 Agreement will be for breach of the terms of this Agreement to the exclusion of other rights and remedies (including those in tort, negligence or arising under statute).
- (j) You agree that Your order of the Platform and/or the Services is neither contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by OCR Labs or its employees, agents, representatives or Channel Vendors regarding future functionality or features.
- (k) No oral or written information or advice given by OCR Labs, its Channel Vendors, or their respective employees, officers, directors, contractors, distributors or agents, will increase the scope of the express warranties or create any new representations, warranties or conditions.
- (l) For any Platform which You obtain through a Channel Vendor, You agree that Channel Vendor is responsible for pricing, payment collection and delivery of any orders it accepts. OCR Labs remains independent from the Channel Vendor and is not responsible for the Channel Vendor's actions or omissions.
- (m) OCR Labs will not be liable for damages arising from Third Party Content that operates separately, but in conjunction with the Platform, as Third Party Content is licensed to you under separate agreements.
- (n) EXCEPT AS EXPRESSLY STATED HEREIN, OCR LABS GRANTS NO OTHER REPRESENTATION OR WARRANTY TO CLIENT OR ANY THIRD PARTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE.
- (o) WHERE STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF WARRANTY TO THE EXTENT THEY CONFLICT WITH A LAW IN AN APPLICABLE STATES OR JURISDICTION, SHALL BE READ DOWN TO THE MINIMUM EXTENT NECESSARY REQUIRED TO COMPLY WITH THE RELEVANT LAW.

## 20. Indemnities

- 20.1. To the extent permitted by Law, Client shall defend, hold harmless and indemnify OCR Labs 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 Platform or Services or any data (including any Personal Data) used or disclosed by Client or its Users in connection with this Agreement;
  - (b) a breach by the Client, directly or through Client, of the provisions of clause 6 (Client restrictions), clause 10 (Confidential Information and publicity), 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 Platform or Services; or
    - (ii) disclosed Personal Data and/or the results of the Platform or Services to a third party directly, such third party's accessing, use and disclosure of the Personal Data;
  - (e) the use of the Platform by Client or the Users, including any Claims by Users; and
  - (f) 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 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(c):
- (a) in no event will OCR Labs have any liability in respect of the results of any use of the Platform or other Services or any third party fraud which may be carried out using the Platform or other

Services; and

- (b) in no event will the aggregate liability of OCR Labs for any Loss, direct or otherwise, exceed an amount equivalent to the Fees paid by Client to OCR Labs 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, under no circumstances will either party be liable for any Consequential Loss, special, punitive, exemplary or incidental damages except to the extent arising from a breach by the other party of its obligations under clause 8 (Intellectual Property Rights).
- 21.3. Clause 21.1 does not apply to, and shall not limit, any party's liability:
- (a) for death or personal injury caused by that party's or its Personnel's negligence;
  - (b) for its or its Personnel's own fraudulent conduct (including fraudulent misrepresentation) or own wilful misconduct; or
  - (c) as afforded under any Law applicable to this Agreement.

## 22. Records, Audits and Reporting

- 22.1. OCR Labs may install and use automated license tracking, management and/or enforcement tools with the Platform and/or Services, which You must not disrupt or alter.
- 22.2. OCR Labs may, from time to time, request information from You in connection with, and relation to, its compliance (or non-compliance) with the terms of this Agreement. You must respond within seven (7) days of any such foregoing information request. OCR Lab's foregoing rights under is independent of the following auditing rights.
- 22.3. At its expense and with reasonable written notice to Client, OCR Labs and/or a third party appointed by OCR Labs may audit the books, records, and if necessary, the systems of Client for the sole purpose of ensuring compliance with the terms of this Agreement. OCR Labs shall have the right to conduct follow-up audits as necessary. All audits shall be conducted during regular business hours at Client's offices and shall not interfere unreasonably with Client's activities. OCR Labs 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 Agreement in which case OCR Labs may conduct additional audits in its discretion.
- 22.4. If any audit reveals that Client has underpaid license fees, Client shall be invoiced for all such underpaid fees based on OCR Labs' 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 OCR Labs' reasonable costs of conducting the audit and enforcement of this Agreement and OCR Labs may, at its option, terminate this Agreement.
- 22.5. Client will report promptly to OCR Labs all claimed or suspected defects in the Products as they come to Client's attention.

## 23. Assignment

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

## 24. Survival

- 24.1. Without limiting any other provision of this Agreement, clause 8 (Fees, payment and Taxes), clause 9 (Intellectual Property Rights), clause 10 (Confidential Information and publicity), 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 Agreement, survive termination or expiration of this Agreement for any reason.

## 25. Notices

- 25.1. Any notice, demand, consent or other communication (a "Notice") given or made under this 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 OCR Labs, must be addressed and delivered to the OCR Labs Representative set out in the applicable Order Form; 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

- 26.1. Except with regard to a Claim by either Party for infringement of the other Party's intellectual property or a Claim by OCR Labs for Your non-payment of Fees other than a disputed sum, all Claims will be addressed and resolved as follows:
- 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.
  - 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.
  - 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 Agreement.
- 27.2. **Entire Agreement.** This Agreement, including, without limitation, each applicable Order Form, 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 the same. Neither of the parties has relied on or is relying on any other representation in entering into this Agreement.
- 27.3. **Amendment.** This Agreement and/or any Order Form may be amended only by another written agreement executed by all the parties. Any changes to this 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 to the Platform or Services shall not be considered.
- 27.4. **Updates of this License Agreement:** You acknowledge and agree that to the maximum extent permitted by law, OCR Labs may independently update the terms of this License Agreement from time to time. OCR Labs will inform You when it updates this License Agreement. The terms of the updated License Agreement will apply to You and supersede any former end user license agreement between the Parties unless OCR Labs' ability to independently update the License Agreement is restricted by applicable laws, in which case, the terms of the License Agreement without the update(s), will continue to apply to the Parties.
- 27.5. **Responsibility for Personnel.** To the extent permitted by Law and subject to the terms of this Agreement:
- Client will be fully responsible to OCR Labs for any Loss suffered by OCR Labs 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
  - OCR Labs will be fully responsible to Client for any Loss suffered by Client arising from or in connection with the acts or omissions of OCR Labs' Personnel, as if they were the acts and omissions of OCR Labs.
- 27.6. **No Waiver.** No failure to exercise or delay in exercising any right, power or remedy under this 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.
- 27.7. **Remedies cumulative.** The rights, powers and remedies provided to a party in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any agreement.
- 27.8. **Severability.** Any provision of this 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 Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

- 27.9. **Costs.** Each party must bear its own costs arising out of the review, negotiation, preparation and execution or acceptance of this Agreement.
- 27.10. **Governing law.** If you are not located in the United States of America, Europe or the United Kingdom, the Agreement is governed by the laws of Victoria, Australia, and Victoria will have exclusive jurisdiction regarding any disputes. If You are located in the United States of America, the 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 or the United Kingdom, the Agreement is governed by the laws of England and Wales.
- 27.11. **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 Agreement on behalf of each Party represents and warrants that he or she has been duly authorized to do so.
- 27.12. **Choice of Language.** The English language version of this Agreement shall be the official text hereof, despite translations or interpretations of this Agreement in other languages.
- 27.13. **Interpretation.** This 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 herein are for reference and convenience only and shall not be considered substantive parts of this Agreement and shall not enter into the interpretation hereof.
- 27.14. **Publicity.** You consent to OCR Labs identifying You (by name and logo) as an OCR Labs partner in promotional materials or during promotional events and You will upon reasonable request by OCR Labs provide references and take part in joint marketing activities (including but not limited to case studies) that OCR Labs will prepare. If You no longer consents to its name and/or logo being used in this way for promotional events or materials developed in the future, you must inform OCR Labs in writing.

## 28. Definitions and Interpretation

### Definitions

- 28.1. The following definitions apply unless the context requires otherwise.
- "**Administrator**" means those Personnel nominated by Client to administer certain managerial functions in relation to the Platform.
  - "**Administrator Access**" means:
    - access to certain information about the Users and the use of the Platform by such Users;
    - the ability to upload and display Client Materials for inclusion into the Platform and to manage the settings for presentation of such materials; and
    - access to any other information or Platform functionality made available by Client to Administrators from time to time.
  - "**Associated Documentation**" means any documentation (including API documentation), guides, training and other materials (including videos) regarding the Platform or the Services that are made available to Client by OCR Labs from time to time (including via the Platform).
  - "**Business Day**" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.
  - "**Channel Vendor**" means any one of OCR Labs' appointed partners, distributors, resellers or independent software vendors.
  - "**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.
  - "**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 OCR Labs, or collected through a Platform, from time to time.
  - "**Client Marks**" means the brands, trademarks, designs, logos or



names of Client.

- (i) **“Client Materials”** means any Client materials and information provided or made available by Client (including its Administrators) to OCR Labs from time to time, including Client Data and Client Marks.
- (j) **“Commencement Date”** means, with respect to each Order Form, the date on which such Order Form has been executed by both parties.
- (k) **“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 Agreement, but excluding 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, OCR Labs’ 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.
- (l) **“Consent”** means any licences, clearances, permissions, authorisations, permits, authorities, declarations, exemptions, waivers, approvals or consents.
- (m) **“Consequential Loss”** means:
  - (i) any indirect or consequential loss (being loss which does not arise naturally as a result of a breach of this Agreement or other event the subject of the relevant claim); and
  - (ii) 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.
- (n) **“Data Protection Legislation”** means any Law that relates to the protection of data with regard to the processing of personal and/or sensitive data to which a User is subject, including, without limitation and as updated, amended and/or supplemented from time to time:
  - (i) the California Consumer Privacy Act of 2018;
  - (ii) the Illinois Biometric Information Privacy Act of 2008; and
  - (iii) the General Data Protection Regulation (2016/679) and national laws implementing or supplementing it.
- (o) **“Fault”** means a fault in the Platform that materially impacts the usability of the Platform.
- (p) **“Feedback”** has the meaning given in clause 9.5.
- (q) **“Fees”** means OCR Labs’ fees and expenses as stated in the applicable Order Form and said fees are payable by You to OCR Labs 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 OCR Labs’ list price (in applicable currency) shall apply pro rata.
- (r) **“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 Agreement, including acts of God, lightning strikes, earthquakes, floods, storms, 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.
- (s) **“Go-Live Date”** means the date on which the applicable Platform

or Service is first made available to Client (as may be specified in the applicable Order Form).

- (t) **“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.
- (u) **“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.
- (v) **“Initial Term”** means the initial term set out in the applicable Order Form.
- (w) 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.
- (x) **“Intellectual Property Rights”** means all industrial and intellectual property rights of any kind including but not limited to copyrights (including rights in computer software), trade marks, 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.
- (y) **“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.
- (z) **“Loss”** means any claim, loss, damage, liability, cost, charge or expense (including expenses on a full indemnity basis), however arising, and whether present or future, fixed or unascertained, actual or contingent.
- (aa) **“OCR Labs Data”** means any materials, data and insights derived or created by or on behalf of OCR Labs or its Personnel in connection with the Platform or Services, including:
  - (i) aggregated or de-identified Client Data;
  - (ii) information about the use of the Platform by Users and Client, including how Users interact with the Platform;
  - (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.
- (bb) **“OCR Labs Marks”** means the brands, trademarks, designs, logos or names of OCR Labs.
- (cc) **“OCR Labs Partner”** means the service provider engaged by OCR Labs to provide certain components of the Services to, and otherwise manage engagement with, Client, where applicable.



- (dd) **“Operating Environment”** has the meaning given to that term set out in clause 13.
  - (ee) **“Order Form”** means: (i) any order submitted by you to OCR Labs for a license to the Platform which has been accepted by OCR Labs or Channel Vendor (as the context requires); (b) any signed agreement regarding OCR Lab’s licensing of the Platform to You; and (c) a Proposal.
  - (ff) **“Order Term”** means, with respect to each Order Form, the Initial Term together with any Renewal Terms.
  - (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) **“Platform”** means the platform specified in the applicable Order Form, and any Updates thereto.
  - (jj) **“Privacy Policy”** means OCR Labs’ privacy policy available at [https:// ocrlabs.com/privacy-policy.html](https://ocrlabs.com/privacy-policy.html), as amended by OCR Labs from time to time.
  - (kk) **“Proposal”** means any proposal prepared by OCR Labs and accepted by You in accordance with its terms.
  - (ll) **“Renewal Term”** means the periods for which an Order Term shall successively renew, as set out herein, unless otherwise specified in the applicable Order Form.
  - (mm) **“Restricted International Transfer of Personal Data”** means a transfer of Personal Data by OCR Labs: (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 OCR Labs including, without limitation, and any and all services specified in each Order Form, as applicable and any Updates thereto.
  - (pp) **“Territory”** means the United States, unless otherwise set out in the applicable Order Form.
  - (qq) **“Third Party Content”** means any information, data or other content that OCR Labs sources and/or supplies from any third party for use in connection with the Platform and Services.
  - (rr) **“Updates”** means any update or upgrade to the Platform or Service issued by OCR Labs from time to time (including, without limitation, maintenance, tuning, backup, amending, adding features, redesign, improving or otherwise altering the Services).
  - (ss) **“User Data”** means any data (including Personal Data) inputted into the Platform by a User, which may include contact details, identity documents, employment details and images.
  - (tt) **“Users”** means those end users to whom Client refers or makes available the Platform, including Client’s customers and individuals who undergo an identity verification through the Platform.
- [Annexure 1 follows]

#### 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;
- (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 License Agreement (as the context requires);
- (e) a reference to any party to this 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 Agreement) is to that agreement or document as amended, notated, supplemented, varied or replaced from time to time, where applicable, in accordance with this Agreement or that other agreement or document;
- (g) a reference to legislation or to a provision of any legislation

# 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 Platform 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 Platform 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 OCR Labs, or otherwise has access to in connection with the Platform and Services, for the purposes of (a) verifying the identity of the relevant User in order 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 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 Platform 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 OCR Labs, directly or indirectly, as contemplated by this Agreement;
  - (ii) Client's disclosure of Personal Data and/or the results of any use of the Platform or Services directly to Client's clients;
  - (iii) OCR Labs' disclosure, at Client's direction, of Personal Data and/or the results of any use of the Platform or Services to Client's clients; and
  - (iv) OCR Labs' (and OCR Labs' third party suppliers') collection, use, disclosure, processing, storage, amendment and deletion of Personal Data in connection with this Agreement.
- 1.5. Without limiting clause 1.4 of this Annexure 1, Client acknowledges and agrees that OCR Labs 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. Client acknowledges and agrees that OCR Labs may provide all or part(s) of the Platform and Services from any location worldwide and that details of how OCR Labs may process Personal Data are accessible via its Privacy Policy, accessible at <https://ocrlabs.com/privacy-policy.html>.
- 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 OCR Labs makes no warranties as to the suitability of the Services or Platform with regards to Client's privacy obligations at Law or contract, and it is Client's sole responsibility to determine whether the Services or Platform is appropriate for Client.
- 1.9. At the request of the Client, OCR Labs shall provide evidence of its compliance with this clause 1 of this Annexure 1. Where possible OCR Labs shall provide such evidence to the Client using its own information or information sourced from its third party auditors or certification providers that assess OCR Labs' 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 OCR Labs, 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 OCR Labs' business.

## 2. Processor responsibilities

- 2.1. To the extent that OCR Labs processes Personal Data on behalf of Client, OCR Labs 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 OCR Labs under this Agreement is restricted to such processing as is required for OCR Labs to perform the Services and for the duration of this Agreement. The types of Personal Data that may be processed are as described in clause 1 of this Annexure 1.
- 2.3. OCR Labs confirms that, when acting as processor for the Client in relation to Personal Data, OCR Labs shall:
  - (i) only process Personal Data on the documented instructions of the Client (which shall include the provision of Services under this Agreement) unless required to process that Personal Data for other purposes by Law. Where such a requirement is placed on OCR Labs 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 OCR Labs;
  - (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 OCR Labs;
  - (vii) provide reasonable assistance to the Client to conduct and document a privacy impact assessment (and any related
  - (viii) consultations) where required under Data Protection Legislation and taking into account the nature of the processing and the information available to OCR Labs. If this requires OCR Labs to take additional steps beyond those directly imposed on OCR Labs by Data Protection Legislation, the Client shall pay OCR Labs for the reasonable costs of taking those additional steps.
- 2.4. On termination of the Agreement and at the option of the Client, OCR Labs shall promptly return or delete Client's Personal Data and certify in writing that it has done so. OCR Labs 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. OCR Labs shall not make a Restricted International Transfer of Personal Data unless it has a lawful basis for that transfer. OCR Labs 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

- 3.1. OCR Labs 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 OCR Labs' 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 OCR Labs to take additional steps beyond those directly imposed on OCR Labs by Data Protection Legislation, the Client shall pay OCR Labs for the reasonable costs of taking those additional steps.

3.2. OCR Labs shall notify the Client without undue delay should it become aware of a security breach leading to the accidental or unauthorised loss, alteration or disclosure of Client Data (a "Security Breach"). OCR Labs 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**

- 4.1. The Client provides a general authorisation to OCR Labs to engage subcontractors in connection with the Platform and/or Services.
- 4.2. OCR Labs shall from time to time make a list of those subcontractors available to the Client. OCR Labs shall give the Client prior notice of any intended addition to or replacement of those subcontractors. OCR Labs 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 Platform and/or Services that complies with Data Protection Law and is not materially less protective of Personal Data than the Agreement.

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

- 5.1. 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,
- 5.2. if applicable) that names OCR Labs (or its Group Companies) or refers to the Platform or Services, must, to the extent permitted by Law, be in a form approved by OCR Labs in advance with OCR Labs given a reasonable period to reply.