veriff

VERIFF SERVICE AGREEMENT
(ON AWS MARKETPLACE)

This Veriff Service Agreement (this **"Service Agreement"**) is entered into by and between Veriff OÜ, a private liability company with offices at Niine 11, Tallinn 10414, Estonia (**"Veriff"**), and the Client purchasing Veriff's Service through the Amazon Web Services (**"AWS"**) Marketplace (**"Marketplace"**), effective as of the start date of the applicable Order Form (the **"Effective Date"**). By purchasing Veriff's services through the Marketplace, the Client agrees to be bound by this Agreement.

1. Definitions

1.1 **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 **"Agreement"** means this Service Agreement, including the Order Form (if and where applicable), the DPA, and other relevant schedules and appendices attached to the Service Agreement.

1.3 **"Client"** means the entity purchasing Veriff's Service through the Marketplace.

1.4 **"Client Data"** means the content and data that the Client or an End User makes available to Veriff through the Service.

1.5 **"Documentation"** means Veriff's online user guides (including Service Description as described in https://www.veriff.com/service-description/ver-VSD-2301), as updated from time-to-time, currently accessible via https://help.veriff.com/en/, and/or such successor site(s).

1.6 **"DPA"** means (if and where applicable) the Data Processing Addendum entered into by and between the Parties.

1.7 **"End User"** means a user of the Client's service, or a customer of the Client accessing the Service.

1.8 **"External Register"** means any public or private information register.

1.9 **"External Register Check(s)"** refers to Services purchased by Client under an Order Form, where Sessions are checked against an External Register.

1.10 **"Maximum Guaranteed Sessions per Minute"** the number of Sessions in each minute that will be processed within the time frame set forth in Exhibit A. Maximum Guaranteed Sessions per Minute assumes each month is equal to 30 days. Maximum Guaranteed Sessions per Minute is calculated by taking the Maximum Guaranteed Sessions per Month, dividing it by 30 days, then

dividing it by 24 hours and dividing it further by 60 minutes. For clarity, in the event the Maximum Guaranteed Sessions per Minute is less than 1, then the number will be rounded up to 1.

1.11 **"Maximum Guaranteed Sessions per Month"** means the number of Sessions in each calendar month that will be processed within the time frame set forth in the Exhibit A. Maximum Guaranteed Sessions per Month is calculated as follows: the number of initial Sessions per year purchased by Client is divided by 12, and multiplied by 1.3.

1.12 **"Order Form"** means (if and where applicable) an ordering document, including online orders through the Marketplace, specifying the Service to be provided hereunder, and that is entered into by Client and Veriff or its Affiliate. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

1.13 **"Party"** or **"Parties"** means individually, either the Client, or Veriff, or collectively, as both the Client and Veriff.

1.14 **"Service"** means an identity verification and fraud prevention service and/or all other services as described in the Documentation, and related integration (including SDK and all elements to it).

1.15 **"Service Fee"** means the amount payable by the Client for the Session Fees, or any other fees related to the Service, as set out in the Order Form.

1.16 **"Service Period"** means the period starting from the start date designated on the Order Form.

1.17 **"Session"** means a request for identity verification, External Register Check or other type of service submitted by the Client or its End Users for processing through the Service.

1.18 **"Session Fee"** means the amount payable for each Session submitted by the Client for processing through the Service.

1.19 **"Term"** begins on the Effective Date of the Agreement and continues until all Order Forms entered into under this Agreement have terminated or expired.

1.20 **"Third Party Sites"** means any links, calls to servers, websites, data or services that are not under Veriff's control.

1.21 **"Virus"** means any software, code, file or program which is designed to prevent, impair or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications service, equipment, network or any other service or device.

2.   Veriff Responsibilities

2.1   Provision of the Service. Veriff will (a) make the Services purchased under an Order Form through the Marketplace available to Client pursuant to this Agreement; and (b) provide the Services in accordance with applicable uptime commitments set forth in the Documentation, but in no event, use less than commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for scheduled maintenance, of which, to the extent such scheduled maintenance exceeds fifteen continuous minutes, Veriff gives at least 24 hours notice via the Service. Notwithstanding the foregoing, Veriff will use commercially reasonable efforts to make the Service available with a monthly uptime commitment of 99.7%. Information regarding uptime can be found on Veriff's website at https://status.veriff.com/, and Client may subscribe thereto to receive updates.

2.2   Service Performance and Features. Veriff warrants that (a) the Service will perform materially in accordance with the applicable Documentation, and (b) Veriff will not materially decrease the functionality of the Services during the Service Period. For any breach of an above warranty, Client's exclusive remedies are those described in "Termination for Cause" and "Effects of Termination" sections below.

2.3   Integration. Veriff shall reasonably cooperate with requests from Client to integrate components of the Service with the Client's platform.

2.4   Support. Client may request support by submitting a support request to support@veriff.com, or any other email address notified to the Client by Veriff from time to time. Veriff shall use reasonable endeavors to provide a level of support that is appropriate to the nature of any issues requiring support. In connection with a support request, Client may be required to provide reasonably detailed descriptions of issues and updated on the performance of the Service. In the event of a Business Critical Failure, Veriff shall promptly remediate the Business Critical Failure, and will use commercially reasonable endeavors to restore the Service in all material respects within 8 (eight) hours of being notified of such Business Critical Failure. A **"Business Critical Failure"** means the unavailability or failure of a material feature of the Service.

2.5   Security Controls. Veriff will maintain administrative, physical, and technical safeguards for the security, confidentiality, and integrity of Client Data at a level not materially less protective than as described in https://www.veriff.com/security-and-compliance, and updated from time-to-time (**"Security Controls"**); provided, however, that no updates will materially decrease the overall security of the Service. Before providing necessary access to Client Data to a third party service provider, Veriff will ensure that the third party maintains reasonable data practices, taking into account the type of access provided to such third party service provider.

2.6   Compliance with Laws. Veriff will comply with those laws applicable to Veriff in its provisioning of the Service to clients generally (i.e. without regard to the nature of the Client Data and/or Client's particular use or configuration of the Service).

2.7   **Data Processing Addendum.** The terms of the Data Processing Addendum (ver. DPA-2301 available here: https://www.veriff.com/data-processing-addendum/ver-DPA-2301) are hereby incorporated by reference. The sections in the DPA will be applied conditionally based on the Parties' relations and data processing roles.

2.8   **Response Times.** Sessions will be processed by Veriff in accordance with the response times set forth in Exhibit A (**"Response Times"**).

3.   **Access and Use of the Service**

3.1   **Usage Restrictions.** Client will not (a) make or give any representations, warranties or similar promises about the Service to any third party, including its End Users, unless otherwise agreed to with Veriff in writing, (b) make the Service available to, or use the Service for the benefit of, anyone other than Client, (c) access, store, distribute or transmit any Virus through the Service, (d) reverse engineer, modify, adapt, copy, duplicate, reproduce, create derivative works from, frame, mirror, hack, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks, (e) sublicense, resell, timeshare, or similarly exploit the Service, (f) access the Service in order to build a competitive product or service, or (g) authorize or permit the End User or any third party to engage in the aforementioned activities.

3.2   **Client Responsibilities.** Client will (a) remain responsible for individuals, including End Users, use of the Service in compliance with this Agreement, (b) promptly notify Veriff upon becoming aware of any unauthorized access or use of the Service, (c) obtain and maintain all necessary licenses, notices, consents, and permissions (specifically including, to the extent applicable, notice and consent to collect and use biometric data) necessary for Veriff to provide the Service to Client under the terms of this Agreement, (d) use the Service only in accordance with applicable laws and regulations (including, but not limited to, any laws relating to the collection and retention of biometric data, such as the Illinois Biometric Information Privacy Act (BIPA) and the Texas Capture and Use of Biometric Identifiers), (e) be responsible for the legality of any Client Data, and (f) use the Service only in accordance with the Documentation. Upon request from Veriff, Client will provide evidence that any required notices and consents referenced in (c) herein were provided or collected (as applicable). In the event Client becomes aware of any known or reasonably suspected breach of this section, then Client shall promptly notify Veriff, and the Parties will work in good faith to promptly remediate the breach.

3.3   **Client's Representation.** The Client hereby represents and warrants to Veriff that the Client has all necessary rights, titles and consents, in each case as necessary to allow Veriff to use the Client Data in accordance with the Agreement. The Client shall maintain a backup of the Client Data and Veriff shall not be responsible or liable for the deletion, correction, alteration, destruction, damage, loss, disclosure or failure to store any Client Data.

3.4   **Sanctions Compliance.** Client has adopted reasonable risk-based procedures, which may include implementation of Veriff sanctions compliance screening tools, to ensure that Client will not cause Veriff to violate applicable economic, trade or financial sanctions laws, rules or

regulations, including U.S., E.U., U.N. or any other laws, rules or regulations that may apply to the Service (**"Sanctions Laws"**). In that regard, in the absence of general or specific authorizations under applicable laws, Client has adopted reasonable risk-based procedures to ensure that Client will not cause Veriff to facilitate, directly or indirectly, transactions involving: (i) any national or resident of or entity formed under the laws of or located in any country or region subject to comprehensive U.S. economic sanctions, suspensions or embargoes administered by the OFAC, which as of the Effective Date, includes Iran, Cuba, North Korea, the Crimea, Donetsk and Luhansk regions of Ukraine or Syria; (ii) any person who appears on any lists of international sanctions administered or enforced by the OFAC, the United Nations Security Council, the European Union, including, without limitation, designation on OFAC's Specially Designated Nationals and Blocked Persons List or OFAC's Foreign Sanctions Evaders List or any other applicable list of sanctioned, embargoed, blocked, criminal, or debarred persons maintained by any U.S. or non-U.S. government (**"Sanctions Lists"**); or (iii) any entity that is 50% or more owned, individually or in the aggregate, directly or indirectly, by, is controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on a Sanctions List. Client shall, subject to applicable law, notify Veriff, in writing and immediately upon discovery, of any known or suspected violation of the Sanctions Laws in relation to Services, including providing notification (a) with regard to any transaction facilitated by or involving Veriff that is confirmed to have involved an individual or entity subject to the descriptions in sections (i) through (iii) of this section for which there is no apparent authorization under applicable law; and (b) if the known or suspected violation is committed by such Client or any of its officers, directors, investors, employees, contractors, senior managers, partners, owners, principals or any agent acting on behalf of such Client.

3.5   **Limitation to Access.** In the event Veriff reasonably and in good faith suspects that Client or its End User(s) are in breach of this Agreement, then Veriff will promptly provide notice to Client of such suspected breach; provided, however, that in the event Veriff reasonably and in good faith suspects that the breach will result in an ongoing or persistent violation of applicable law, then Client acknowledges that Veriff may disable access to all or any part of the Service by any End User, without any liability or prejudice to other rights under this Agreement. Upon remediation of the suspected breach by Client, Veriff will promptly re-enable access to the Service.

3.6   **Third Party Sites.** If and where applicable, Clients may purchase Services that require access to Third Party Sites, including links or calls to servers of third party websites, data or services that are not under Veriff's control (e.g. the External Registers). Client acknowledges that Veriff is not responsible for, and makes no express or implied warranties with regard to interruptions, delays, failures, availability, security, content, services, information, or other material that are contained on or are accessible through the Third Party Sites.

4.   **Fees & Payment**

4.1   **Service Fee.** Client will pay Veriff (through AWS via the Marketplace) all Service Fees as applicable based on Client's purchase and use of Services through the Marketplace, with the Service Fees commencing from the Effective Date. Client will pay all Service Fees specified in Order Forms

executed hereunder. Payment obligations are non-cancelable, and, except as expressly set forth herein, Service Fees are non-refundable. Any unused Sessions will expire at the end of the applicable Service Period, and no credits will be applied to future Order Forms for unused Sessions. Any other credits accrued during the term of the applicable Order Form will only apply to on-time renewals, and will otherwise expire upon non-renewal, termination, or expiration of the applicable Order Form. For clarity, credits and unused Sessions have no currency, exchange, or refund value.

4.2   **Excessive Sessions.** If and where applicable, in the event Client submits more Sessions than set forth in the Order Form, then the Client shall pay for such additional Session Fees at the rates set forth on the Order Form.

4.3   **Invoicing, Payment, and Taxes.** The Client will be invoiced by AWS in accordance with the Client's agreement with AWS, and AWS will remit fees to Veriff. Unless otherwise agreed between the Parties, all amounts referred to in the Agreement are payable in Euros (for UK/EEA Clients) or United States Dollars (for US/ROW Clients). Except for those taxes based on Veriff's net income, Client will be responsible for all applicable taxes in connection with this Agreement, including, but not limited to, value-added, goods and services, consumption, sales, and/or any other applicable tax. Should any payment for the Services be subject to withholding tax by any government, Client will reimburse Veriff for such withholding tax. Unpaid invoices are subject to a finance charge of 1.5% per month, or the maximum permitted by law, whichever is lower, on any outstanding balance, plus all reasonable expenses of collection.

4.4   **Non-payment.** Failure to pay any amount(s) owed when due may result in Veriff suspending or temporarily disabling Client's access to the Service in part or in full. Client acknowledges that Veriff is under no obligation to provide any access to the Service until all relevant Service Fees are paid in full.

4.5   **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Veriff regarding future functionality or features.

5.   **Confidentiality**

5.1   **Definition. "Confidential Information"** means any non-public information or materials disclosed or provided by a Party (**"Disclosing Party"**) to the other Party (**"Receiving Party"**), whether orally or in writing, that is designated as confidential or that a reasonable person should understand to be confidential, given the nature of the information and the circumstances of the disclosure. Confidential Information of Client includes Client Data, Confidential Information of Veriff includes the Service, and Confidential Information of both Parties shall include the terms and conditions of this Agreement and all Order Forms. Confidential Information may also include, but is not limited to, trade secrets and information that relates to services, products, customers, marketing, finances, patents, patent applications, research, product plans, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and

object code), internal structure, user interfaces, hardware configuration, computer programs, algorithms, business plans, customer lists, property, employees and agreements with third parties. However, Confidential Information shall not include any information that: (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or reliance on the Confidential Information of the Disclosing Party. Notwithstanding anything to the contrary, (a)-(d) will not apply to Client Data.

5.2 **Protection of Confidential Information.** The Receiving Party must (a) treat the Disclosing Party's Confidential Information with the same level of care as it would treat its own Confidential Information of like kind (but in no event use less than a reasonable level of care), (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, agents, and agents who have a need to access such information for purposes consistent with this Agreement, and who are bound by confidentiality obligations no less protective than this Confidentiality section. Neither Party shall disclose the terms of the Agreement or any Order Form to any third party, other than its Affiliates, its legal counsel, accountants, or in confidence in connection with bona fide fundraising or M&A due diligence activities.

5.3 **Compelled Access or Disclosure.** The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the access or disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

6. **Intellectual Property**

6.1 **Ownership of the Service, SDK, and API.** Subject to the limited rights expressly granted hereunder, Veriff reserves all rights, title, and interest in and to the Services, SDK, and API, including all related intellectual property rights. Except as expressly set out in the Agreement, Veriff does not grant the Client any rights to or licenses in respect of the Service, and no transfer of intellectual property rights shall take place under this Agreement.

6.2 **Limited License to the Service.** A subscription to the Service allows Client to invite End Users to undergo identity verifications, and to conduct those verifications. Veriff grants Client a non-exclusive and non-transferable license to access and use the Service for purposes consistent with this Agreement during the Term.

6.3 **Limited License to Client Data.** Client hereby grants Veriff and its Affiliates a worldwide, non-exclusive, limited term license to access, copy, perform, distribute, display, download, and use Client Data (a) to exercise its rights and obligations under the Agreement, (b) to provide, maintain, and update the Service, (c) to prevent or address service or technical problems, or at Client's request in connection with a customer support request, and (d) to produce statistical reports and research in an anonymised and aggregated manner that cannot identify Client or its End-Users (whereas such output forms part of Veriff's intellectual property).

6.4 **Standard SDK & API License.** Veriff grants the Client a limited, non-transferable license to use the Software Development Kit ("SDK") and API solely for the purpose of using the Service as described in the Agreement. The Client may not use the Service for any other purpose without Veriff 's prior written consent. The Client is responsible for integrating the Service into their application and ensuring compatibility. Veriff will provide limited assistance and guidance with integration as set forth in the Agreement. The Client may not copy, modify, or reverse engineer the Service, nor may they assign or sublicense the license without Veriff 's prior written consent. The Client must promptly notify Veriff in writing of any unauthorized use of the Service. Veriff makes no warranties regarding third-party software or any faults that arise due to the Client's or a third party's actions.

6.5 **Suggestions.** If Client or any End User provides Veriff any feedback or suggestions regarding the Services, then Client grants Veriff an unlimited, irrevocable, perpetual, sublicensable, royalty-free license to use such feedback or suggestions for any purpose without any obligation or compensation to Client or any other End User.

7. **Representations and Warranties; Disclaimer.**

7.1 **Representation.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND VERIFF EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, VERIFF, AND ITS LICENSORS, DO NOT WARRANT THAT ANY CONTENT OR RESULTS PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE ARE ACCURATE, RELIABLE, OR CORRECT. CLIENT ASSUMES SOLE RESPONSIBILITY FOR ANY RESULTS OBTAINED FROM THE USE OF THE SERVICE, AND ANY DECISIONS OR ACTIONS TAKEN ARISING FROM SUCH USE. CLIENT RELIES ON RESULTS OBTAINED FROM THE SERVICE AT ITS OWN RISK. CLIENT ACKNOWLEDGES THAT VERIFF DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDERS.

8.   **Integration.** In the event, and in each case pursuant to Veriff's prior written consent, if the Client integrates the Service into Client's own platform, product, or service offering, then Client additionally represents and warrants that (a) it will not make or give any representations, warranties or similar promises about the Service to any third party, including its End Users, unless otherwise agreed to with Veriff in writing, (b) it will not make any representations or warranties on Veriff's behalf that are not expressly authorized in writing signed between the Parties, including, but not limited to, commitments that the Service will comply with applicable law, accuracy commitments, response time or availability commitments, and (c) any agreement between Client and any third party for the use of the Service will be no less protective of Veriff than the terms of this Agreement.

9.   **Mutual Indemnification**

9.1   **Client Indemnification.** Client shall defend Veriff and its Affiliates, and its and their respective officers, directors, employees and contractors, from and against a suit or proceeding by a third party alleging that (a) Client Data, or the combination or use by Client of the Services, infringes or misappropriates the intellectual property rights of a third party, (b) Client's use of the Services violates applicable law, including, but not limited to, failing to ensure a legal basis (such as End User consents) related to data collection and use contemplated under this Agreement, (each, a **"Claim Against Veriff"**), and shall indemnify Veriff for any damages, attorney fees and costs finally awarded against Veriff as a result of, or for any amounts paid by Veriff under a court-approved settlement of, a Claim Against Veriff; provided, however, that Client shall have no liability under this Client Indemnification section to the extent a Claim Against Veriff arises from (i) Veriff's breach of this Agreement, or (ii) a determination that the Service, independent of use, infringes or misappropriates a third party's intellectual property rights.

9.2   **Veriff Indemnification.** Veriff shall defend Client and its Affiliates, and its and their respective officers, directors, employees and contractors, from and against a suit or proceeding by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates a third party's intellectual property right (a **"Claim Against Client"**), and shall indemnify Client for any damages, attorney fees and costs finally awarded against Client as a result of, and for amounts paid by Client under a court-approved settlement of, a Claim Against Client; provided, however, that Veriff shall have no liability under this Veriff Indemnification section to the extent a Claim Against Client arises from (a) Client Data; (b) Client's negligence, misconduct, or breach of this Agreement; or (c) any modification, combination or development of the Services that is not performed by Veriff, including in the use of any application programming interface (API).

9.3   **Indemnification Procedure.** The indemnified party will provide the indemnifying party with prompt written notice of any claim, suit, or demand, the right to assume the exclusive defense and control of any matter that is subject to indemnification, and cooperation (at the indemnifying party's expense) with reasonable requests assisting the indemnifying party's defense and settlement of the matter.

9.4   **Exclusive Remedy.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

10.   LIMITATION OF LIABILITY

10.1   **Limitation of Liability.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (**"MUTUAL INDEMNIFICATION"**), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER IN THE 12 MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING SHALL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER THE "FEES & PAYMENT" SECTION ABOVE.

10.2   **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10.3   **Scope of Limitation.** The limitations hereunder apply with respect to all legal theories, whether in contract, tort or otherwise. The provisions of this 'Limitation of Liability' section allocate the risks under this Agreement between the parties, and the parties have relied on these limitations in determining whether to enter into this Agreement.

11.   Term and Termination

11.1   **Suspension by Veriff.** Veriff may suspend Client's, or any End User's, right to access and use the Service without prejudice to any other rights and remedies available to Veriff, without any prior notification, if Veriff reasonably and in good faith believes that Client or an End User is (a) in a material or persistent breach of any of terms of the Agreement, (b) engaged in fraud, dishonesty, or deceptive behavior, or (c) engaged in behavior that may bring reputational harm to Veriff; provided, however, that upon suspending the Service to Client or an End User, Veriff will promptly provide notice to Client, and the parties will work in good faith to resolve the material or persistent breach.

11.2   **Termination for Cause.** Either Party may terminate the Agreement for cause effective after thirty (30) days' notice, if the other Party:

(a)   is in a material or persistent breach of any of the terms of the Agreement, and either such breach cannot be remedied, or such breach can be remedied, but the breaching Party will not do so within 30 days after receiving a relevant notice requiring it to remedy the breach; or

(b)   is unable to pay its debts, becomes insolvent or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution, or has an administrative officer appointed over all or any substantial part of its assets, or enters into any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

11.3   **Effects of Termination.** Termination of the Agreement for whatever reason shall not affect any rights of remedies of the Parties that have accrued up to the date of such termination. In no event will any termination relieve Client of the obligation to pay any fees payable to Veriff for the period prior to the effective date of termination, or for any additional Sessions used by Client. Any provision of the Agreement that expressly or by implication is intended to enter into force or continue in force after the expiry or termination of the Agreement shall survive and continue in full force and effect. However, upon termination for any reason:

(a)   all other rights and licenses granted by Veriff under the Agreement shall immediately terminate and the Client's right to access and use the Service, and to grant its End Users the right to use the Service, shall end;

(b)   upon request, each Party shall return (or destroy) the other Party's Confidential Information;

(c)   Veriff will refund Client for any prepaid fees covering the remainder of the unused Sessions, but only to the extent Client terminates the Agreement for cause pursuant to "Termination for Cause" section above; and

(d)   Client will pay any unpaid fees covering the remainder of the term of all Order Forms, including any unpaid fees for additional Sessions, but only to the extent Veriff terminates the Agreement for cause pursuant to "Termination for Cause" section above.

12.   General Provisions

12.1   **Communication.** The Parties agree that all communication, including legal notices, shall be made in the electronic form via email.

12.2   **Notices.** All notices under this Agreement will be in writing and addressed to the Parties, and will be deemed received and properly served when (a) posted to Client on the Service, (b) when received, if personally delivered, (c) the first business day after an email is sent to Veriff at legal@veriff.com, and Client to the email address of Client's administrator of the Service, or upon receipt, if sent by certified or registered mail, return receipt requested. The Client shall promptly notify Veriff in writing of any changes to any of the Client's contact details.

12.3   **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Order Forms), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. A Party's sole remedy for any purported assignment by the other Party in breach of

this paragraph are those described in the "Termination for Cause" and "Effects of Termination" sections of this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.4   **Force Majeure.** Neither party shall be liable to the other party for any delay, failure, or non-performance of any of its obligations under the Agreement arising from any cause beyond its reasonable control, which may include denial-of-service attacks, strikes, pandemic, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

12.5   **Third Party Rights.** The parties hereto agree that there are no third-party beneficiaries to the Agreement other than persons entitled to indemnification hereunder.

12.6   **Publicity.** The Parties shall mutually agree on all marketing and publicity activities related to the Agreement on an individual basis, considering the specific circumstances of each case.

12.7   **Waiver.** No forbearance or delay by either party in enforcing its rights under this Agreement shall prejudice or restrict the rights of that party, and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

12.8   **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall not be prejudiced and shall remain in effect.

12.9   **Governing law and jurisdiction.**

(a)   **For Clients with a bill to address in the UK/EEA:** The Agreement is to be governed by and construed in accordance with English law, and each party hereby submits to the exclusive jurisdiction of the courts of England.

(b)   **For Clients with a bill to address in the US/ROW:** The validity, interpretation, construction and performance of the Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto will be governed, construed and interpreted in accordance with the internal substantive laws of the state of New York, without giving effect to principles of conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is expressly excluded. Other than petitions for injunctive or other equitable relief, which may be brought in any court of competent jurisdiction, each of the parties hereto consents to the exclusive jurisdiction and venue of the state and federal courts located within New York, New York.

12.10   **Entire Agreement.** This Agreement, including all exhibits, schedules, addenda, and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning Client's

purchase and use of the Services. Without limiting the foregoing, this Agreement supersedes the terms of any online agreement electronically accepted by Client (including Veriff's online terms of service). No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement, the Documentation, any exhibit or addendum hereto, or any Order Form, the order of precedence is as following: (1) the Order Form, (2) the terms of such exhibit and/or addendum, (3) the Agreement, and (4) the Documentation. Notwithstanding any language to the contrary therein, no terms or conditions stated in or accepted by Veriff during a vendor onboarding process or web portal, a Client purchase order, or any other Client order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Exhibit A
Response Times

1.   Response Times

1.1.   Subject to calculations on a monthly basis and in respect of Sessions submitted by the Client up to the Maximum Guaranteed Sessions per Minute and Maximum Guaranteed Sessions per Month, Veriff shall provide:

Service	Response time
IDV Standard	(a) a response to 80% of Sessions within 90 seconds; (b) a response to 95% of Sessions within 210 seconds.
Biometric Authentication (if purchased)	(a) a response to 90% of Sessions within 10 seconds; (b) a response to 95% of Sessions within 15 seconds; (c) a response to 99% of Sessions within 30 seconds.

1.2.   Client acknowledges that the foregoing response times will not apply to:

(a)   Pay-as-you-go plans that do not include an annual minimum commitment on the number of Sessions purchased;

(b)   Clients with less than 1000 Sessions per month;

(c)   IDV Services where video analyses are included in the decision profile;

(d)   Sessions in Arabic or Cyrillic.