

1. DEFINITIONS

1.1. Account: Shall mean and include any digital or electronic mechanism, established by the Service Provider, through which the Client is enabled to access and utilize the services, including, but not limited to, Cloud Services through back office and API functionalities. This Account is personal to the Client and shall not be used by any unauthorized personnel and is subject to the terms and conditions specified herein, which dictate the permissible parameters of such use.

1.2. Affiliate: Shall mean any entity that, directly or indirectly, controls, is controlled by, or is under common control with the relevant party. For this purpose, "control" includes the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such an entity, whether through ownership of voting securities, by contract or otherwise, including but not limited to the right to appoint and remove directors or other executive management.

1.3. Agreement: Shall refer to the collective documentation forming the contractual obligations between the Parties, including but not limited to the applicable Statement of Work ("SOW"), Privacy Policy, and these Terms and Conditions, along with all Schedules, exhibits, and attachments thereto. The Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof, and is intended by the Parties to be the final expression of their agreement with respect to the terms contained herein and may not be contradicted by evidence of any prior or contemporaneous agreement.

1.4. Business Day: Shall mean any day other than a Saturday, Sunday, or a public or bank holiday in the State of Delaware, USA. Business Hours are defined as 09:00 to 17:00 (GMT).

1.5. Charges: Shall mean the monetary consideration as set forth in the applicable SOW, which the Client is obligated to pay to the Service Provider for the provision of Services under the Agreement. This may also include any additional amounts agreed upon by the Parties in writing from time to time and shall be payable on the terms and conditions set forth in the applicable SOW and Terms and Conditions.

1.6. Charging Method: Refers to the agreed-upon financial transaction mechanism between the Client and the Service Provider, as specifically detailed within the applicable SOW. This method outlines the terms of payment and may include:

- **Cyclic billing:** Wherein the Client shall remit Charges periodically based on the actual usage of Cloud Services following the end of each agreed-upon billing cycle, allowing for an adaptable payment structure responsive to the actual service consumption by the Client.
- **Pre-paid billing:** Wherein the Client shall remit the Charges upfront for a pre-determined quantity of Cloud Services usage, thereby ensuring that service provision commences upon receipt of said Charges in accordance with the terms agreed upon.

1.7. Client: The party engaged in the Agreement who seeks the provision of Services under the terms stipulated in the SOW and Terms and Conditions, acting herein as the 'Controller' as defined under the applicable data protection laws, and assuming all responsibilities and obligations inherent to such a role within the parameters of the Agreement.

1.8. Client Data: Constitutes all personal data, information, and materials uploaded to, stored on, or transmitted through the Platform, at the Client's instigation, provided to the Service Provider for processing, storage or generated by the Platform as a result of the Client's use of the Cloud Services. This data is protected under applicable privacy and data protection laws and is subject to the terms of confidentiality as stipulated herein. Client Data shall also include any personal data, as defined by any legislation or regulation, irrespective of what it is coined under said legislation or regulation.

1.9. Client Materials: Refers to any data, other than Client Data, which the Service Provider utilizes on behalf of the Client during the execution of the Agreement.

1.10. Cloud Services: Denotes the specific services provided by the Service Provider as stipulated in the Cloud Services Specification, delivered to the Client through the internet in accordance with the provisions of the Agreement. These services are detailed in the accompanying SOW and are provided under the terms and conditions of the Agreement, tailored to meet the specific operational requirements of the Client as described therein.

1.11. Confidential Information: Includes all material, non-public, business-related information, written or oral, disclosed or made available to the recipient, directly or indirectly, through any means of communication or observation, which is designated as confidential or ought reasonably to be treated as confidential. This includes but is not limited to technical, commercial, financial, and other sensitive information which may have strategic value.

1.12. Controller: As defined under the Data Protection Laws, refers to the entity which, alone or jointly with others, determines the purposes and means of the processing of Client Data.

1.13. Customization(s): Refers to any alterations, modifications, or enhancements made to the Cloud Services through software development, configuration, or integration, intended to tailor the services to the Client's specific needs, following detailed specifications provided by the Client and agreed upon by the Service Provider.

1.14. Data Protection Laws: Encompasses all regional, national, and international laws and regulations applicable to the processing of Client Data under the Agreement, including, without limitation, the Delaware Personal Data Privacy Act, and any other pertinent regulations that govern data protection and privacy. These laws provide the framework within which all activities related to the handling of Client Data must be conducted.

1.15. Documentation: Pertains to all manuals, instructions, and guides provided by the Service Provider that describe the functionality, components, features, and requirements of the Cloud Services, necessary for their effective use. This documentation is provided for the sole use of the Client under the terms of the license granted herein and must not be copied, reproduced, or disseminated without the express written permission of the Service Provider.

1.16. Effective Date: The date on which the SOW, incorporating these Terms and Conditions, is duly executed by both Parties, thereby bringing the Agreement into effect and binding the parties to its terms. The Effective Date marks the commencement of the rights and obligations under the Agreement.

1.17. Expenses: Relates to reasonable and necessary travel, accommodation, and subsistence costs incurred by the Service Provider, solely in relation to the performance of its obligations under the Agreement. Such expenses shall be pre-approved by the Client and substantiated by appropriate documentation.

1.18. Force Majeure Event: Refers to any act, event, omission, or accident beyond the reasonable control of a party, which directly impedes or hinders the performance of its obligations as delineated within the Agreement. Such events, which may occur unpredictably and without fault of either party, include but are not limited to acts of God, wars, civil disturbances, riots, strikes, compliance with any law or governmental order, rule, regulation, or direction, accidents, breakdown of plant or machinery, fires, floods, storms, or defaults by suppliers or subcontractors essential for the execution of contractual duties.

1.19. Intellectual Property Rights: Refers to all patents, copyrights, trademarks, trade secrets, database rights, designs, and all other forms of intellectual property rights, registered and unregistered, anywhere in the world. These rights are protected by applicable intellectual property laws and are vested in the respective owners or licensors. The Service Provider asserts all such rights in respect of the services and any related products, including software, documentation, and any other materials provided under the Agreement.

1.20. Platform: The composite hardware and software infrastructure managed by the Service Provider for the purpose of delivering the Cloud Services. The Platform is designed to ensure the efficient and secure delivery of the Cloud Services, incorporating the latest advancements in technology and operational security to safeguard the data and processes that constitute the service delivery mechanism.

1.21. Product(s): Any and all Services as specified in the Agreement, which may include, without limitation, onsite or offsite anti-money laundering (AML) checks. These Products are provided under the terms of the Agreement and are intended to fulfill the specific service requirements stipulated by the Client in the SOW.

1.22. Service Provider: The party offering the Cloud Services, as identified in the SOW, acting in the capacity of a Processor as defined under relevant data protection legislation.

1.23. Services: Encompasses all the services that the Service Provider is contractually obligated to deliver to the Client as per the terms of the Agreement. These services are designed to meet the business requirements specified by the Client and are delivered in accordance with the quality and performance standards outlined in the Agreement and the accompanying SOW.

1.24. Statement of Work (the “SOW”): An integral part of the Agreement, the SOW is a formally executed document that details the specifics of the Services to be provided, including the scope, duration, Charges, and Charging Method. The SOW is prepared based on the specific requirements of the Client and once agreed upon and executed, forms an integral part of the Agreement, dictating the specific terms under which the Cloud Services will be provided.

1.25. Support Services: Includes all support related to the use of, and the identification and resolution of errors in, the Cloud Services, in accordance with the support policies prescribed by the Service Provider. This includes but is not limited to troubleshooting, maintenance, updates, and customer service activities intended to assist the Client in the effective utilization of the Cloud Services.

1.26. Term: The duration of the Agreement as specified within the SOW, during which the provisions of the Agreement shall be in full force and effect, governing the relationship between the parties and the delivery of the Cloud Services. The Term is determined based on the mutual agreement of the parties and may be subject to renewal under the terms specified herein.

1.27. Termination for Cause: The provisions under which the Agreement may be terminated by either party, should there be a significant breach by the other party, including but not limited to acts of dishonesty, willful misconduct, or material non-compliance with the terms of the Agreement. Such termination is subject to the procedures and consequences stipulated in the Agreement, designed to address such eventualities in a manner that mitigates the adverse effects on the parties.

2. Cloud Services:

2.1. Ordering and Provision:

The Client must place all orders for Cloud Services exclusively through a Statement of Work (SOW). The Service Provider is responsible for drafting the SOW, ensuring that it accurately outlines the type, scope, applicable fees, and conditions associated with the Product(s) requested by the Client. The creation and approval of the SOW are essential steps that guarantee both parties have a shared understanding of the service specifications, ensuring seamless execution of the Cloud Services.

2.2. Binding Nature of SOW:

A Statement of Work becomes legally binding only when it has been formally signed by authorized representatives of both parties. This ensures that the commitments within the SOW are enforceable and establish a well-defined framework under which Cloud Services will be provided. Once executed, the SOW is integrated into the overarching Agreement and must be adhered to by both the Client and the Service Provider.

2.3. Term and Renewal:

Unless otherwise stipulated within the Agreement, the initial Term specified in the SOW shall renew automatically under the prevailing terms and conditions unless explicitly agreed otherwise in writing by both parties. If the Client has violated any contractual obligations during the initial Term, renewal is contingent upon the express written consent of the Service Provider. The renewal framework is structured to maintain service continuity while allowing for modifications and renegotiations, ensuring that any evolving business or operational requirements are addressed.

2.4. Licenses Granted: The Service Provider grants the Client a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license for the duration of the Term. This license permits the Client to access and utilize the Cloud Services via a supported web application or REST APIs, in strict compliance with the Documentation. This license forms a core component of the Agreement, allowing the Client to integrate the Cloud Services into its business operations while safeguarding the intellectual property of the Service Provider.

2.5. Usage Restrictions and Prohibitions

- a. The Client is strictly prohibited from engaging in any of the following activities:
 - i. The Client must not grant access to or allow any third party to use the Cloud Services.
 - ii. The Client may not republish, redistribute, or make any part of the Cloud Services publicly available.
 - iii. The Client is prohibited from making modifications, enhancements, or alterations to the Platform without the prior written approval of the Service Provider

- iv. The Client must not engage in any activities that could impair, overload, or disrupt the Service Provider's servers, networks, or the availability of Cloud Services for other users.
 - v. The Client is not permitted to use the Cloud Services in a manner that interferes with the experience of other users or violates the intended purpose of the service.
- b. These restrictions are designed to preserve the integrity, security, and intended use of the Cloud Services, ensuring compliance with the Agreement while preventing unauthorized use or potential service disruptions.

3. CLIENT REPRESENTATIONS

3.1. Cooperation and Assistance: The Client agrees to provide the necessary cooperation, access to relevant information, and support required to enable the Service Provider to fulfill its obligations under this Agreement. This includes, but is not limited to, granting access to the Client's premises, systems, and personnel when reasonably required. Such cooperation is crucial to ensuring the seamless execution of the Cloud Services, allowing the Service Provider to deliver its commitments under the Agreement efficiently and without unnecessary delays.

3.2. System Compatibility Requirements: The Client shall be responsible for ensuring that its IT infrastructure, including both software and hardware, meets the compatibility requirements specified by the Service Provider, as outlined in Schedule 1 of these Terms and Conditions. This compatibility must be maintained throughout the duration of the Agreement unless changes are mutually agreed upon in writing. Proper system

alignment with the Cloud Services is fundamental to preventing service interruptions or performance degradation, thereby ensuring optimal functionality and service efficiency.

3.3. Restriction on Resale and White-Labeling The Client is expressly prohibited from engaging in the white-labeling, resale, or any other form of commercial exploitation of the Cloud Services without obtaining prior written approval from the Service Provider. Any such arrangement must be formalized through a separate written agreement, which may include additional terms and conditions. This restriction safeguards the commercial interests of the Service Provider and ensures that the Cloud Services are used solely as permitted under the Agreement.

3.4. Compliance with Applicable Laws

The Client must ensure that its use of the Cloud Services adheres to all relevant laws, regulations, and industry standards. This includes, but is not limited to, compliance with laws governing privacy, data protection, and electronic communications. Additionally, the Client must operate in accordance with the security and data protection policies established by the Service Provider. Strict adherence to these legal and regulatory requirements is essential to upholding the integrity and security of the Cloud Services while maintaining high ethical and legal standards in service operations.

4. Client Materials:

4.1. Warranty on Provided Materials

The Client guarantees that any materials submitted to the Service Provider for use under this Agreement do not infringe upon the rights of third parties, including but not limited to intellectual property, privacy, and contractual obligations. Additionally, the

Client affirms that such materials comply with all relevant legal and regulatory provisions across applicable jurisdictions.

4.2. Authorization for Use

The Client grants the Service Provider permission to utilize its name, trade name, trademark, and related branding elements (collectively referred to as “IP Material”) for designated promotional and marketing activities.

5. THIRD-PARTY SERVICES

5.1. Approval for Integration

The Client expressly agrees to the integration of Cloud Services with third-party services to facilitate the functionalities outlined in the Cloud Services Specification. This may involve the transfer, processing, or storage of Client Data through external service providers. Such consent is essential to enabling the Service Provider to implement these integrations effectively, ensuring an optimized and seamless service experience.

5.2. Adjustments and Service Changes

The Service Provider retains the right to alter, suspend, or terminate integrations with third-party services at its discretion, provided reasonable notice is given to the Client. The Client acknowledges that the Service Provider bears no liability for any disruptions or adverse consequences resulting from modifications or discontinuation of such integrations. This flexibility allows the Service Provider to refine and enhance service functionality while mitigating any associated risks.

5.3. Transaction Monitoring

a. Use of Third-Party Services

The Service Provider has partnered with a Third Party to incorporate its transaction monitoring service for enhanced transaction monitoring and fraud detection. Third Party utilizes multiple automated rules and checks to assess the validity of transactions based on predefined risk parameters.

b. Transaction Monitoring

Transactions processed through the Service Provider may be subject to automated analysis to detect potential fraud, suspicious activities, or violations of regulatory thresholds. These checks may include, but are not limited to:

- i. Monitoring the number of transactions per user within a given period (e.g., transactions exceeding 100 per month may be flagged).
- ii. Identifying transactions that exceed predefined value thresholds (e.g., transactions over \$10,000 USD may be subject to additional review).
- iii. Evaluating behavioral patterns, transaction history, and other relevant risk factors.

c. User Acknowledgment The Client acknowledges and consents to the use of Third Party's automated transaction monitoring system and agrees that the Service Provider may flag, suspend, or further investigate transactions deemed potentially fraudulent, high-risk, or non-compliant with applicable financial regulations.

d. Limitation of LiabilityThe Service Provider and its partners, including the Third Parties services, make reasonable efforts to ensure accurate fraud detection and risk assessment. However, we do not guarantee the infallibility of automated checks and shall not be liable for any false positives, delays, or disruptions arising from transaction monitoring procedures.

e. Termination & Service Charges

- i. The Service Provider reserves the right to terminate or alter access to third party services based on operational needs, legal requirements, or changes in our agreement with the Third party.
 - ii. In case of termination, users may no longer be able to access verification services, and any pending verifications may be cancelled without liability on our part.
 - iii. Continued use of these services after any modifications constitutes acceptance of the updated terms.
- f. Data Retention Period The Service Provider maintains a 6-month data retention policy. Client/user data shall be stored securely during this period, subject to applicable regulations.
- g. No Recovery Post-Deletion

Once data is deleted as per a user's request, it cannot be recovered. Users must ensure they have backup copies before submitting deletion requests.
- h. Third-Party Liability DisclaimerThe Service Provider shall not be held liable for any failures, breaches, or service disruptions caused by third party services. This includes:
 - i. Service interruptions due to third party services' downtime.
 - ii. Data breaches arising from third party services' security failures.
 - iii. Legal or contractual disputes involving third party services.
- i. Client Acknowledgment

By using the Service Provider's services, clients acknowledge and accept that third party services operate independently, and the Service Provider does not assume liability for their actions or inactions.

6. Payments:

6.1. Payment Responsibilities

The Client agrees to fulfill all payment obligations as outlined in the Statement of Work (SOW). Unless otherwise stated in the SOW, invoices issued by the Service Provider must be settled within eight (8) days from the invoice date. These payment obligations are integral to the contractual relationship, ensuring that the Service Provider receives timely remuneration for the Services delivered.

6.2. Consequences of Late Payment

If the Client fails to make payment by the specified due date, the Client shall be liable to pay interest on the overdue amount at an annual rate of 5%, accruing daily from the due date until full payment is received. This interest applies whether or not legal proceedings have been initiated. The Client agrees to remit both the outstanding amount and accrued interest. This late payment interest provision serves to compensate the Service Provider for payment delays and encourages timely compliance.

Additionally, in cases where an invoice remains unpaid beyond the stipulated eight (8) days, the Service Provider reserves the right to impose a one-time Late Fee Charge of up to 100 USD as a penalty for non-payment.

6.3. Service Suspension Rights

In the event of delayed payment, the Service Provider reserves the right to suspend all Services provided to the Client until full payment is made. The Client acknowledges that any service suspension does not absolve its obligation to settle outstanding Charges as per the Agreement.

7. UNUSED VERIFICATION CHECKS

- Any unused verification checks remaining at the end of a billing cycle or contractual term shall not be carried over to any subsequent term.
- The Client acknowledges that unused checks will expire upon the completion of the applicable term, and no refunds, rollovers, or credits shall be issued for any unused portion. The Client is responsible for utilizing the allocated verification checks within the designated term.

8. CONFIDENTIALITY

8.1. The parties herein acknowledge and stipulate that in the course of negotiations and throughout the execution of the Agreement, they may come into possession of, or be exposed to, confidential and proprietary information belonging to the other party, inclusive but not limited to, trade secrets, proprietary algorithms, software codes, methodologies, and financial data. Recognizing the sensitive nature of such information, both parties mutually covenant and agree to:

- maintain the strict confidentiality of all Confidential Information received from the other party, exercising a standard of care commensurate with that applied to safeguard their own proprietary information of a similar nature;
- refrain from divulging or disseminating the Confidential Information of the other party to any third party without obtaining prior express written consent from the disclosing party, and only under conditions of confidentiality explicitly approved by the disclosing party;
- conduct all dealings and interactions concerning the Confidential Information of the other party in utmost good faith and with due regard for the confidentiality interests of the disclosing party; and

- utilize the Confidential Information received from the other party solely for the purposes expressly authorized and intended under the Agreement, refraining from any unauthorized use or exploitation thereof.

8.2. Notwithstanding the foregoing obligations, a party may disclose the Confidential Information of the other party to its officers, employees, professional advisers, insurers, agents, and subcontractors, provided that such individuals have a bona fide need to access said information for the purpose of fulfilling their respective obligations under the Agreement. However, such recipients must be contractually bound by written agreements or executed non-disclosure agreements that impose obligations consistent with the confidentiality obligations herein.

8.3. The obligations imposed under this clause shall not apply to a party's Confidential Information if and to the extent that:

- such information is obtained by the receiving party from a source not bound by any confidentiality obligations regarding the information;
- the Confidential Information becomes part of the public domain through lawful means and without any breach of confidentiality by the receiving party; or
- the receiving party independently develops or acquires the Confidential Information without violating its obligations under the Agreement or any applicable law, or obtains such information from a third party without any reason to believe that such third party was under any obligation of confidentiality.

8.4. The restrictions on disclosure of Confidential Information shall not apply if such disclosure is compelled by applicable law, regulation, judicial or governmental order, or disclosure requirements pertaining to the listing of either party's stock on any recognized stock exchange. In such cases, the disclosing party will provide the other party with reasonable notice of the compelled disclosure, unless prohibited by law.

8.5. Upon the termination of the Agreement for any reason whatsoever, each party shall forthwith cease all use of the other party's Confidential Information. Within a period of no more than four (4) Business Days following the date of receipt of a written request for termination from the other party, the party in receipt of Confidential Information shall, at the option of the disclosing party, either destroy or return all media, tangible or intangible, containing such Confidential Information and shall expunge or destroy all copies of such Confidential Information.

8.6. The provisions of this Clause 8 shall survive the termination of the Agreement and shall continue in full force and effect indefinitely thereafter.

8.7. Without the prior written consent of the Service Provider, which shall not be unreasonably withheld or delayed, the parties shall not make any public disclosures regarding the existence, terms, or substance of the Agreement, including but not limited to disclosures in press releases, public announcements, or marketing materials.

9. DATA PROTECTION:

9.1. Each party shall diligently adhere to all pertinent requirements delineated within prevailing Data Protection Laws. It is imperative to emphasize that this Clause 9 operates in conjunction with, and does not absolve, obviate, or supersede, any existing obligations or entitlements stipulated under the Data Protection Laws. Full compliance with these statutes is paramount to ensure the lawful and ethical handling of Client Data, respecting the privacy rights of individuals, and fulfilling regulatory mandates. Notwithstanding any contrary stipulation within the Agreement, the Service Provider retains the prerogative to engage in the processing of Client Data, contingent upon and

limited to instances where such processing is mandated by applicable law, imperative for the optimization of service delivery to the Client within the framework of Data Protection Laws, or deemed indispensable for the augmentation of service provisioning pursuant to the terms delineated within the Agreement and in conformity with Data Protection Laws.

9.2. In addition to the broad parameters delineated in Clause 9.1, the Client shall ensure the presence of all requisite consents and notifications necessary to facilitate the lawful transfer and processing of the Client Data throughout the duration and objectives of the Agreement. This stipulation serves as a foundational prerequisite to guarantee that any transmission of Client Data from the Client to the Service Provider adheres to pertinent legal frameworks and requirements.

9.3. The Service Provider, in the context of processing any Client Data pertinent to the fulfillment of its obligations under the Agreement, shall:

- solely process such Client Data as per the documented written instructions furnished by the Client, unless mandated otherwise by applicable laws. In instances where the Service Provider relies on laws within the European Union or European Union law for the processing of Client Data, prompt notification to the Client shall precede such processing unless legally prohibited;
- institute and maintain appropriate technical and organizational measures, subject to review and endorsement by the Client, to forestall unauthorized or unlawful processing of Client Data, and to prevent inadvertent loss, destruction, or damage to such data. The adequacy of these measures shall be commensurate with the potential harm arising from unauthorized processing or accidental loss, considering the nature of the data and prevailing technological advancements, while also factoring in implementation costs;

- ensure that all personnel entrusted with access to and/or processing of the Client Data maintain strict confidentiality concerning such data;
- refrain from transferring any Client Data for the data subjects domiciled in EEA, outside the European Economic Area without obtaining prior written consent from the Client, provided the following conditions are met:
 - i. implementation of appropriate safeguards by either the Client or the Service Provider pertaining to the transfer;
 - ii. assurance of enforceable rights and effective legal remedies for data subjects;
 - iii. adherence to Data Protection Laws to furnish an adequate level of protection for transferred Client Data; and
 - iv. compliance with reasonable instructions furnished in advance by the Client regarding Client Data processing.
- extend assistance to the Client, at the Client's expense, in addressing data subject requests and ensuring compliance with obligations under Data Protection Laws, encompassing security measures, breach notifications, impact assessments, and consultations with supervisory authorities or regulators;
- promptly notify the Client upon becoming aware of any Client Data breach, without undue delay;
- upon written directive from the Client, either delete or return Client Data and any associated copies upon termination of the agreement, unless retention is mandated by applicable law; and
- maintain comprehensive and accurate records and information to substantiate compliance with the provisions outlined in this Clause 9 and promptly notify the Client of any instructions perceived by the Service Provider to contravene Data Protection Laws.

10. WARRANTIES:

10.1. Each party represents and warrants to the other that it has full power and authority to enter into the Agreement and that the Agreement is executed by a duly authorized representative of such party.

10.2. The Client warrants and represents that it has the legal right to disclose all Client Data that it does in fact disclose to the Service Provider under or in connection with the Agreement, and that the processing of that Client Data by the Service Provider for the Term will not breach any applicable Data Protection Laws. The Client further acknowledges that these warranties are important for ensuring that the Client's actions do not expose the Service Provider to legal liability or regulatory action.

10.3. The Service Provider warrants and represents that the processing of Client Data under the Agreement shall be carried out in accordance with the relevant provisions of the applicable Data Protection Laws and not cause the Service Provider to be in breach of those laws.

10.4. Except as expressly and specifically provided in the Agreement:

- the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation provided by the Service Provider, and for conclusions drawn from such use. The Service Provider shall have no liability for any damage caused by errors or omissions in any information, instructions, or scripts provided to the Service Provider by the Client in connection with the Services, or any actions taken by the Service Provider at the Client's direction;

- all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and
- the Services and the Documentation are provided to the Client on an "as is" basis.

11. INDEMNITY

11.1. The Client shall defend, indemnify and hold harmless the Service Provider against claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation, provided that:

- the Client is given prompt notice of any such claim;
- the Service Provider provides reasonable cooperation to the Client in the defense and settlement of such claim, at the Client's expense; and
- the Client is given sole authority to defend or settle the claim.

12. LIMITATION OF LIABILITY

12.1. Subject to Clause 12.2 and Clause 12.3:

- the Service Provider shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution, or otherwise for any loss of profits, loss of business, damage to goodwill and/or similar losses or loss or corruption of data or information, or pure economic

loss, or for any special, indirect or consequential loss, costs, damages, charges, or expenses however arising under the Agreement; and

- the Service Provider's total aggregate liability in contract (including in respect of the indemnity at Clause 11), tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total Charges paid for the Services during the four (4) months immediately preceding the date on which the claim arose.

12.2. Nothing in the Agreement excludes the liability of the Service Provider:

- for death or personal injury caused by the Service Provider's negligence; or
- for fraud or fraudulent misrepresentation.

13. TERM AND TERMINATION

13.1. The Agreement shall, unless otherwise terminated as provided in this Clause 13, commence on the Effective Date and shall continue for the Term as specified in the applicable SOW.

13.2. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;

- the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days; or
- the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14. CONSEQUENCES OF TERMINATION:

14.1. On termination of the Agreement for any reason:

- all licenses granted under the Agreement shall immediately terminate and the Client shall immediately cease all use of the Services and/or the Documentation;

- each party shall return and make no further use of any equipment, property, Documentation, and other items (and all copies of them) belonging to the other party;
- the Service Provider may destroy or otherwise dispose of any of the Client Data in its possession unless the Service Provider receives, no later than ten (10) days after the effective date of the termination of the Agreement, a written request for the delivery to the Client of the Client Data. The Service Provider shall use reasonable commercial endeavors to deliver the Client Data to the Client within thirty (30) days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by the Service Provider in returning or disposing of Client Data; and
- any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. GENERAL

15.1. Force Majeure:

The Service Provider shall have no liability to the Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business due to a Force Majeure Event, provided that the Client is notified of such an event and its expected duration.

15.2. Conflict:

If there is an inconsistency between any of the provisions of this Terms and Conditions and the provisions of the SOW, the provisions of the SOW shall prevail.

15.3. Waiver:

No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

15.4. Severance:

If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable, or illegal provision would be valid, enforceable, or legal if some part of it were deleted, that part shall be deemed to be deleted, and the rest of the provision shall continue in full force and effect. This clause is designed to ensure that the Agreement remains operative to the fullest extent possible, even if some adjustments need to be made to its provisions.

15.5. Entire Agreement:

The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding, or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into the Agreement (and the documents referred to in it) it does not rely on any statement, representation, assurance, or warranty ("Representation") of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement or those documents. Each party agrees that the only rights and remedies available to it arising out of or in connection

with a Representation shall be for breach of contract as expressly provided in the Agreement.

15.6. Assignment: :

The Client shall not, without the prior written consent of the Service Provider, assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under the Agreement. The Service Provider may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under the Agreement.

15.7. No Partnership or Agency:

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).

15.8. Third Party Rights:

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to any applicable law.

15.9. GOVERNING LAW & DISPUTE RESOLUTION

- Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

- Initial Negotiation:

In the event of any dispute arising out of or relating to this Agreement (a "Dispute"), the Parties shall first attempt to resolve it through good faith negotiations.

- Mediation: If the Parties are unable to resolve the Dispute through negotiation within thirty (30) days, the Dispute shall be submitted to mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules.

- Arbitration: If the Dispute is not resolved within sixty (60) days from the commencement of mediation, it shall be settled by binding arbitration administered by the AAA under its Commercial Arbitration Rules by a single arbitrator. The arbitration shall be conducted in Wilmington, Delaware, USA, in English. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Each Party shall bear its own costs, and the arbitration costs shall be shared equally, unless the arbitrator decides otherwise. The arbitration proceedings and any related documents shall be confidential, except as required by law or to enforce or challenge an award.

- Litigation as Last Resort: If the Dispute remains unresolved after arbitration, either Party may pursue litigation as a last resort in a court of competent jurisdiction in Delaware.

[End of Terms and Conditions]

Schedule 1 - Cloud Services Specifications

1. Service Description: The Cloud Services offered under this Agreement entail the provision of AML (Anti-Money Laundering) checks employing advanced artificial intelligence technology or provisioning of any other Services as entailed in the SOW.

2. Client Integration Capability: Clients are authorized to integrate these Cloud Services within their existing digital infrastructures, including websites and smartphone applications, in accordance with the terms stipulated within this Agreement.

3. Financial Conditions: Notwithstanding any provision to the contrary within this Agreement, the commencement of the Agreement's terms is conditional upon the Client's payment of the setup fee and any additional charges as specified within the applicable SOW.

4. Designated Communication Representatives: The Client is required to ensure that any instructions related to the terms of this Agreement are communicated exclusively by an appointed client representative to the designated Representative of the Service Provider. The Service Provider is authorized to: (a) consider such instructions as having full authorization from the Client; and (b) refuse compliance with any instructions not transmitted through the agreed-upon channels.

5. Notification and Communication Protocol: All notices and communications regarding contractual matters under this Agreement should be directed to the Service Provider at the addresses or contact points specifically provided by the Parties.

Schedule 2 - Service Availability

1. Introduction:

1.1. This Schedule outlines the Service Provider's commitment to the uptime and general availability of the Cloud Services.

1.2. "Uptime" is defined as the percentage of total time during a specified billing cycle that the Cloud Services are accessible to the Client through the Service Provider's network interface connected to the public internet.

2. Uptime Commitment:

2.1. The Service Provider commits to maintaining a minimum Uptime for the Cloud Services of 99% during each calendar month.

2.2. The Service Provider is responsible for measuring Uptime using methodologies it deems reasonable and will document these methodologies.

2.3. The Service Provider agrees to provide detailed reports of Uptime measurements to the Client monthly upon the Client's written request, which must be submitted within ten (10) Business Days following the end of each billing cycle.

3. Exclusions: Downtime resulting from any of the following causes shall not be considered a breach of the Service Provider's Uptime commitments:

- Force Majeure Events;
- Failures within the Service Provider's or Client's hosting infrastructure;
- Any Client breach of the Agreement terms;
- Scheduled maintenance conducted in compliance with this Agreement.

Schedule 3 – Maintenance

1. Maintenance Services Overview: This Schedule details the maintenance services that are applicable to the Cloud Services, including both scheduled and unscheduled maintenance tasks.

2. Scheduled Maintenance Notification:

2.1. The Service Provider shall provide the Client with at least ten (10) Business Days' prior written notice of any scheduled maintenance activities that are likely to affect the availability or functionality of the Cloud Services, in accordance with the Service Provider's other notification obligations detailed within this Schedule.

2.2. All scheduled maintenance is planned during off-peak hours to minimize disruption to the Client's operations.

3. Update and Upgrade:

3.1. The Service Provider is obliged to notify the Client in writing about the application of any security updates to the Cloud Services. For non-security updates, the Client will receive at least two (2) Business Days' prior written notice.

3.2. Updates will be applied to the Cloud Services as follows:

3.2.1. immediate application of security updates released by third parties;

3.2.2. Service Provider's initiated security updates applied promptly upon identification and testing of the relevant security risk; and

3.2.3. other updates are applied as per schedules communicated by the Service Provider or agreed upon with the Client.

3.3. The Service Provider commits to developing and applying significant upgrades to the Cloud Services at least once per calendar year during the term of this Agreement, with at least two (2) Business Days' prior notice provided to the Client regarding the application of any such upgrades.

Schedule 4 – Support SLA

1. Introduction to Support Services: This Schedule outlines the terms and conditions under which support services for the Cloud Services are provided by the Service Provider.

2. Help Desk Availability:

2.1. The Service Provider will make available a help desk according to the terms specified in this Schedule to facilitate the Client's access to support services.

2.2. The Client may utilize the help desk exclusively for purposes related to requesting and receiving support services. Use of the help desk for any other purposes is strictly prohibited.

2.3. The help desk will be accessible via email, Service Provider's web-based chat, and, when these are unavailable, through telephone or Skype. The help desk will be operational and adequately staffed during Business Hours to address the Client's needs. The Service Provider will also provide a dedicated telephone number for the Client to report critical issues that occur outside of standard Business Hours.

3. Issue Classification and Resolution:

3.1. Support issues will be classified as either normal, medium or urgent:

3.1.1. Normal: Issues that do not cause any disturbance at production.

3.1.2. Medium: Issues that cause cases to malfunction at production

3.1.3. Urgent: Issues because of which production is either down or blocked

3.2. The Service Provider will determine the category of each issue using reasonable judgment.

3.3. The Service Provider's response to support service requests will include, as applicable, an acknowledgment of the request, an initial diagnosis of any issues reported, and an anticipated timeline for resolution.

4. Support Levels:

Support Type	Response Time (within Business Hours)		Resolution Time (within Business Days)
Basic	Normal	16	7
	Medium	12	
	Urgent	8	
Priority	Normal	8	4
	Medium	6	
	Urgent	4	

Premium	Normal	4	2
	Medium	3	
	Urgent	2	

5. Remote Provision of Support Services: Support services under this Agreement shall be delivered remotely unless explicitly agreed otherwise through written consent by both parties.

6. Restrictions on Support Services:

6.1. Irrespective of the support type selected by the Client, should the aggregate Business Hours expended by the Service Provider's personnel in delivering support services exceed twenty (20) hours within any given calendar month, the following conditions shall apply:

6.1.1. the Service Provider shall be under no obligation to continue providing support services for the remainder of that calendar month; or

6.1.2. the Service Provider may, at its discretion, choose to continue providing Support Services during the remaining period of that month, subject to the imposition of additional charges.

6.2. The Service Provider is not obligated to provide support services for issues arising from:

6.2.1. unauthorized or improper use of the Cloud Services by the Client;

6.2.2. modifications or alterations to the Cloud Services undertaken without the prior written approval of the Service Provider.

Schedule 5 - Data Management & Security Protocols

1. Category of Data: The primary data category may concern the end user's Name, Date of Birth, Image, Nationality, Entity Type e.g. Person, Company, or any other information such as Unique Identifier like Passport Number, ID Number, Registration Number, Address, gender etc.

2. Objectives of Data Processing: The Personal Data collected will be utilized solely as per instructions of the Client.

3. Data Retention: Personal Data of end users will be retained according to the written instructions provided by the Client at the outset of the Agreement. In the absence of specific instructions, the Service Provider is authorized to retain data for a maximum of 6 months after termination without incurring additional charges. Retention of data beyond this period will incur further charges.

4. Security Measures: All data is transmitted over Secure Sockets Layer (SSL) and stored within data centers that comply with SSAE standards and are ISO certified. All personal information is securely stored using encryption methods such as AES 256-bit or SHA-256 cryptographic hash algorithms, with TLS encryption employed for data in transit.

With effect from 1st July 2025

1. DEFINITIONS

1.1. Account: Shall mean and include any digital or electronic mechanism, established by the Service Provider, through which the Client is enabled to access and utilize the services, including, but not limited to, Cloud Services through back office and API functionalities. This Account is personal to the Client and shall not be used by any unauthorized personnel and is subject to the terms and conditions specified herein, which dictate the permissible parameters of such use.

1.2. Affiliate: Shall mean any entity that, directly or indirectly, controls, is controlled by, or is under common control with the relevant party. For this purpose, "control" includes the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such an entity, whether through ownership of voting securities, by contract or otherwise, including but not limited to the right to appoint and remove directors or other executive management.

1.3. Agreement: Shall refer to the collective documentation forming the contractual obligations between the Parties, including but not limited to the applicable Statement of Work ("SOW"), Privacy Policy, and these Terms and Conditions, along with all Schedules, exhibits, and attachments thereto. The Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof, and is intended by the Parties to be the final expression of their agreement with respect to the terms contained herein and

may not be contradicted by evidence of any prior or contemporaneous agreement.

1.4. Business Day: Shall mean any day other than a Saturday, Sunday, or a public or bank holiday in the State of Delaware, USA. Business Hours are defined as 09:00 to 17:00 (GMT).

1.5. Charges: Shall mean the monetary consideration as set forth in the applicable SOW, which the Client is obligated to pay to the Service Provider for the provision of Services under the Agreement. This may also include any additional amounts agreed upon by the Parties in writing from time to time and shall be payable on the terms and conditions set forth in the applicable SOW and Terms and Conditions.

1.6. Charging Method: Refers to the agreed-upon financial transaction mechanism between the Client and the Service Provider, as specifically detailed within the applicable SOW. This method outlines the terms of payment and may include:

- Cyclic billing: Wherein the Client shall remit Charges periodically based on the actual usage of Cloud Services following the end of each agreed-upon billing cycle, allowing for an adaptable payment structure responsive to the actual service consumption by the Client.
- Pre-paid billing: Wherein the Client shall remit the Charges upfront for a pre-determined quantity of Cloud Services usage, thereby ensuring that service provision commences upon receipt of said Charges in accordance with the terms agreed upon.

1.7. Client: The party engaged in the Agreement who seeks the provision of Services under the terms stipulated in the SOW and Terms and Conditions, acting herein as the 'Controller' as defined under the applicable data protection laws, and assuming all responsibilities and obligations inherent to such a role within the parameters of the Agreement.

1.8. Client Data: Constitutes all personal data, information, and materials uploaded to, stored on, or transmitted through the Platform, at the Client's instigation, provided to the Service Provider for processing, storage or generated by the Platform as a result of the Client's use of the Cloud Services. This data is protected under applicable privacy and data protection laws and is subject to the terms of confidentiality as stipulated herein. Client Data shall also include any personal data, as defined by any legislation or regulation, irrespective of what it is coined under said legislation or regulation.

1.9. Client Materials: Refers to any data, other than Client Data, which the Service Provider utilizes on behalf of the Client during the execution of the Agreement.

1.10. Cloud Services: Denotes the specific services provided by the Service Provider as stipulated in the Cloud Services Specification, delivered to the Client through the internet in accordance with the provisions of the Agreement. These services are detailed in the accompanying SOW and are provided under the terms and conditions of the Agreement, tailored to meet the specific operational requirements of the Client as described therein.

1.11. Confidential Information: Includes all material, non-public, business-related information, written or oral, disclosed or made available to the recipient, directly or indirectly, through any means of communication or observation, which is designated as confidential or ought reasonably to be treated as confidential. This includes but is not limited to technical, commercial, financial, and other sensitive information which may have strategic value.

1.12. Controller: As defined under the Data Protection Laws, refers to the entity which, alone or jointly with others, determines the purposes and means of the processing of Client Data.

1.13. Customization(s): Refers to any alterations, modifications, or enhancements made to the Cloud Services through software development, configuration, or integration, intended to tailor the services to the Client's specific needs, following detailed specifications provided by the Client and agreed upon by the Service Provider.

1.14. Data Protection Laws: Encompasses all regional, national, and international laws and regulations applicable to the processing of Client Data under the Agreement, including, without limitation, the Delaware Personal Data Privacy Act, and any other pertinent regulations that govern data protection and privacy. These laws provide the framework within which all activities related to the handling of Client Data must be conducted.

1.15. Documentation: Pertains to all manuals, instructions, and guides provided by the Service Provider that describe the functionality, components,

features, and requirements of the Cloud Services, necessary for their effective use. This documentation is provided for the sole use of the Client under the terms of the license granted herein and must not be copied, reproduced, or disseminated without the express written permission of the Service Provider.

1.16. Effective Date: The date on which the SOW, incorporating these Terms and Conditions, is duly executed by both Parties, thereby bringing the Agreement into effect and binding the parties to its terms. The Effective Date marks the commencement of the rights and obligations under the Agreement.

1.17. Expenses: Relates to reasonable and necessary travel, accommodation, and subsistence costs incurred by the Service Provider, solely in relation to the performance of its obligations under the Agreement. Such expenses shall be pre-approved by the Client and substantiated by appropriate documentation.

1.18. Force Majeure Event: Refers to any act, event, omission, or accident beyond the reasonable control of a party, which directly impedes or hinders the performance of its obligations as delineated within the Agreement. Such events, which may occur unpredictably and without fault of either party, include but are not limited to acts of God, wars, civil disturbances, riots, strikes, compliance with any law or governmental order, rule, regulation, or direction, accidents, breakdown of plant or machinery, fires, floods, storms, or defaults by suppliers or subcontractors essential for the execution of contractual duties.

1.19. Intellectual Property Rights: Refers to all patents, copyrights, trademarks, trade secrets, database rights, designs, and all other forms of intellectual property rights, registered and unregistered, anywhere in the world. These rights are protected by applicable intellectual property laws and are vested in the respective owners or licensors. The Service Provider asserts all such rights in respect of the services and any related products, including software, documentation, and any other materials provided under the Agreement.

1.20. Platform: The composite hardware and software infrastructure managed by the Service Provider for the purpose of delivering the Cloud Services. The Platform is designed to ensure the efficient and secure delivery of the Cloud Services, incorporating the latest advancements in technology and operational security to safeguard the data and processes that constitute the service delivery mechanism.

1.21. Product(s): Any and all Services as specified in the Agreement, which may include, without limitation, onsite or offsite anti-money laundering (AML) checks. These Products are provided under the terms of the Agreement and are intended to fulfill the specific service requirements stipulated by the Client in the SOW.

1.22. Service Provider: The party offering the Cloud Services, as identified in the SOW, acting in the capacity of a Processor as defined under relevant data protection legislation.

1.23. Services: Encompasses all the services that the Service Provider is contractually obligated to deliver to the Client as per the terms of the

Agreement. These services are designed to meet the business requirements specified by the Client and are delivered in accordance with the quality and performance standards outlined in the Agreement and the accompanying SOW.

1.24. Statement of Work (the “SOW”): An integral part of the Agreement, the SOW is a formally executed document that details the specifics of the Services to be provided, including the scope, duration, Charges, and Charging Method. The SOW is prepared based on the specific requirements of the Client and once agreed upon and executed, forms an integral part of the Agreement, dictating the specific terms under which the Cloud Services will be provided.

1.25. Support Services: Includes all support related to the use of, and the identification and resolution of errors in, the Cloud Services, in accordance with the support policies prescribed by the Service Provider. This includes but is not limited to troubleshooting, maintenance, updates, and customer service activities intended to assist the Client in the effective utilization of the Cloud Services.

1.26. Term: The duration of the Agreement as specified within the SOW, during which the provisions of the Agreement shall be in full force and effect, governing the relationship between the parties and the delivery of the Cloud Services. The Term is determined based on the mutual agreement of the parties and may be subject to renewal under the terms specified herein.

1.27. Termination for Cause: The provisions under which the Agreement may be terminated by either party, should there be a significant breach by the other party, including but not limited to acts of dishonesty, willful misconduct, or material non-compliance with the terms of the Agreement. Such termination is subject to the procedures and consequences stipulated in the Agreement, designed to address such eventualities in a manner that mitigates the adverse effects on the parties.

2. Cloud Services:

2.1. Ordering and Provision:

The Client must place all orders for Cloud Services exclusively through a Statement of Work (SOW). The Service Provider is responsible for drafting the SOW, ensuring that it accurately outlines the type, scope, applicable fees, and conditions associated with the Product(s) requested by the Client. The creation and approval of the SOW are essential steps that guarantee both parties have a shared understanding of the service specifications, ensuring seamless execution of the Cloud Services.

2.2. Binding Nature of SOW:

A Statement of Work becomes legally binding only when it has been formally signed by authorized representatives of both parties. This ensures that the commitments within the SOW are enforceable and establish a well-defined

framework under which Cloud Services will be provided. Once executed, the SOW is integrated into the overarching Agreement and must be adhered to by both the Client and the Service Provider.

2.3. Term and Renewal:

Unless otherwise stipulated within the Agreement, the initial Term specified in the SOW shall renew automatically under the prevailing terms and conditions unless explicitly agreed otherwise in writing by both parties. If the Client has violated any contractual obligations during the initial Term, renewal is contingent upon the express written consent of the Service Provider. The renewal framework is structured to maintain service continuity while allowing for modifications and renegotiations, ensuring that any evolving business or operational requirements are addressed.

2.4. Licenses Granted: The Service Provider grants the Client a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license for the duration of the Term. This license permits the Client to access and utilize the Cloud Services via a supported web application or REST APIs, in strict compliance with the Documentation. This license forms a core component of the Agreement, allowing the Client to integrate the Cloud Services into its business operations while safeguarding the intellectual property of the Service Provider.

2.5. Usage Restrictions and Prohibitions

- a. The Client is strictly prohibited from engaging in any of the following activities:
 - i. The Client must not grant access to or allow any third party to use the Cloud Services.
 - ii. The Client may not republish, redistribute, or make any part of the Cloud Services publicly available.
 - iii. The Client is prohibited from making modifications, enhancements, or alterations to the Platform without the prior written approval of the Service Provider
 - iv. The Client must not engage in any activities that could impair, overload, or disrupt the Service Provider's servers, networks, or the availability of Cloud Services for other users.
 - v. The Client is not permitted to use the Cloud Services in a manner that interferes with the experience of other users or violates the intended purpose of the service.
- b. These restrictions are designed to preserve the integrity, security, and intended use of the Cloud Services, ensuring compliance with the Agreement while preventing unauthorized use or potential service disruptions.

3. CLIENT REPRESENTATIONS

3.1. Cooperation and Assistance: The Client agrees to provide the necessary cooperation, access to relevant information, and support required to enable the Service Provider to fulfill its obligations under this Agreement. This

includes, but is not limited to, granting access to the Client's premises, systems, and personnel when reasonably required. Such cooperation is crucial to ensuring the seamless execution of the Cloud Services, allowing the Service Provider to deliver its commitments under the Agreement efficiently and without unnecessary delays.

3.2. System Compatibility Requirements: The Client shall be responsible for ensuring that its IT infrastructure, including both software and hardware, meets the compatibility requirements specified by the Service Provider, as outlined in Schedule 1 of these Terms and Conditions. This compatibility must be maintained throughout the duration of the Agreement unless changes are mutually agreed upon in writing. Proper system alignment with the Cloud Services is fundamental to preventing service interruptions or performance degradation, thereby ensuring optimal functionality and service efficiency.

3.3. Restriction on Resale and White-Labeling The Client is expressly prohibited from engaging in the white-labeling, resale, or any other form of commercial exploitation of the Cloud Services without obtaining prior written approval from the Service Provider. Any such arrangement must be formalized through a separate written agreement, which may include additional terms and conditions. This restriction safeguards the commercial interests of the Service Provider and ensures that the Cloud Services are used solely as permitted under the Agreement.

3.4. Compliance with Applicable Laws

The Client must ensure that its use of the Cloud Services adheres to all

relevant laws, regulations, and industry standards. This includes, but is not limited to, compliance with laws governing privacy, data protection, and electronic communications. Additionally, the Client must operate in accordance with the security and data protection policies established by the Service Provider. Strict adherence to these legal and regulatory requirements is essential to upholding the integrity and security of the Cloud Services while maintaining high ethical and legal standards in service operations.

4. Client Materials:

4.1. Warranty on Provided Materials

The Client guarantees that any materials submitted to the Service Provider for use under this Agreement do not infringe upon the rights of third parties, including but not limited to intellectual property, privacy, and contractual obligations. Additionally, the Client affirms that such materials comply with all relevant legal and regulatory provisions across applicable jurisdictions.

4.2. Authorization for Use

The Client grants the Service Provider permission to utilize its name, trade name, trademark, and related branding elements (collectively referred to as “IP Material”) for designated promotional and marketing activities.

5. THIRD-PARTY SERVICES

5.1. Approval for Integration

The Client expressly agrees to the integration of Cloud Services with third-party services to facilitate the functionalities outlined in the Cloud Services Specification. This may involve the transfer, processing, or storage of Client Data through external service providers. Such consent is essential to enabling the Service Provider to implement these integrations effectively, ensuring an optimized and seamless service experience.

5.2. Adjustments and Service Changes

The Service Provider retains the right to alter, suspend, or terminate integrations with third-party services at its discretion, provided reasonable notice is given to the Client. The Client acknowledges that the Service Provider bears no liability for any disruptions or adverse consequences resulting from modifications or discontinuation of such integrations. This flexibility allows the Service Provider to refine and enhance service functionality while mitigating any associated risks.

5.3. Transaction Monitoring

a. Use of Third-Party Services

The Service Provider has partnered with a Third Party to incorporate its transaction monitoring service for enhanced transaction monitoring and fraud detection. Third Party utilizes multiple automated rules and checks to assess the validity of transactions based on predefined risk parameters.

b. Transaction Monitoring

Transactions processed through the Service Provider may be subject to automated analysis to detect potential fraud, suspicious activities, or violations of regulatory thresholds. These checks may include, but are not limited to:

- i. Monitoring the number of transactions per user within a given period (e.g., transactions exceeding 100 per month may be flagged).
- ii. Identifying transactions that exceed predefined value thresholds (e.g., transactions over \$10,000 USD may be subject to additional review).
- iii. Evaluating behavioral patterns, transaction history, and other relevant risk factors.

c. User Acknowledgment The Client acknowledges and consents to the use of Third Party's automated transaction monitoring system and agrees that the Service Provider may flag, suspend, or further investigate transactions deemed potentially fraudulent, high-risk, or non-compliant with applicable financial regulations.

d. Limitation of LiabilityThe Service Provider and its partners, including the Third Parties services, make reasonable efforts to ensure accurate fraud detection and risk assessment. However, we do not guarantee the infallibility of automated checks and shall not be liable for any false positives, delays, or disruptions arising from transaction monitoring procedures.

e. Termination & Service Charges

- i. The Service Provider reserves the right to terminate or alter access to third party services based on operational needs, legal requirements, or changes in our agreement with the Third party.
 - ii. In case of termination, users may no longer be able to access verification services, and any pending verifications may be cancelled without liability on our part.
 - iii. Continued use of these services after any modifications constitutes acceptance of the updated terms.
- f. Data Retention Period The Service Provider maintains a 6-month data retention policy. Client/user data shall be stored securely during this period, subject to applicable regulations.
- g. No Recovery Post-Deletion

Once data is deleted as per a user's request, it cannot be recovered. Users must ensure they have backup copies before submitting deletion requests.
- h. Third-Party Liability DisclaimerThe Service Provider shall not be held liable for any failures, breaches, or service disruptions caused by third party services. This includes:
 - i. Service interruptions due to third party services' downtime.
 - ii. Data breaches arising from third party services' security failures.
 - iii. Legal or contractual disputes involving third party services.
- i. Client Acknowledgment

By using the Service Provider's services, clients acknowledge and

accept that third party services operate independently, and the Service Provider does not assume liability for their actions or inactions.

6. Payments:

6.1. Payment Responsibilities

The Client agrees to fulfill all payment obligations as outlined in the Statement of Work (SOW). Unless otherwise stated in the SOW, invoices issued by the Service Provider must be settled within eight (8) days from the invoice date. These payment obligations are integral to the contractual relationship, ensuring that the Service Provider receives timely remuneration for the Services delivered.

6.2. Consequences of Late Payment

If the Client fails to make payment by the specified due date, the Client shall be liable to pay interest on the overdue amount at an annual rate of 5%, accruing daily from the due date until full payment is received. This interest applies whether or not legal proceedings have been initiated. The Client agrees to remit both the outstanding amount and accrued interest. This late payment interest provision serves to compensate the Service Provider for payment delays and encourages timely compliance.

Additionally, in cases where an invoice remains unpaid beyond the stipulated eight (8) days, the Service Provider reserves the right to impose a one-time Late Fee Charge of up to 100 USD as a penalty for non-payment.

6.3. Service Suspension Rights

In the event of delayed payment, the Service Provider reserves the right to suspend all Services provided to the Client until full payment is made. The Client acknowledges that any service suspension does not absolve its obligation to settle outstanding Charges as per the Agreement.

7. UNUSED VERIFICATION CHECKS

- Any unused verification checks remaining at the end of a billing cycle or contractual term shall not be carried over to any subsequent term.
- The Client acknowledges that unused checks will expire upon the completion of the applicable term, and no refunds, rollovers, or credits shall be issued for any unused portion. The Client is responsible for utilizing the allocated verification checks within the designated term.

8. CONFIDENTIALITY

8.1. The parties herein acknowledge and stipulate that in the course of negotiations and throughout the execution of the Agreement, they may come into possession of, or be exposed to, confidential and proprietary information belonging to the other party, inclusive but not limited to, trade secrets, proprietary algorithms, software codes, methodologies, and financial data. Recognizing the sensitive nature of such information, both parties mutually covenant and agree to:

- maintain the strict confidentiality of all Confidential Information received from the other party, exercising a standard of care commensurate with that applied to safeguard their own proprietary information of a similar nature;
- refrain from divulging or disseminating the Confidential Information of the other party to any third party without obtaining prior express written consent from the disclosing party, and only under conditions of confidentiality explicitly approved by the disclosing party;
- conduct all dealings and interactions concerning the Confidential Information of the other party in utmost good faith and with due regard for the confidentiality interests of the disclosing party; and
- utilize the Confidential Information received from the other party solely for the purposes expressly authorized and intended under the Agreement, refraining from any unauthorized use or exploitation thereof.

8.2. Notwithstanding the foregoing obligations, a party may disclose the Confidential Information of the other party to its officers, employees, professional advisers, insurers, agents, and subcontractors, provided that such individuals have a bona fide need to access said information for the purpose of fulfilling their respective obligations under the Agreement. However, such recipients must be contractually bound by written agreements or executed non-disclosure agreements that impose obligations consistent with the confidentiality obligations herein.

8.3. The obligations imposed under this clause shall not apply to a party's Confidential Information if and to the extent that:

- such information is obtained by the receiving party from a source not bound by any confidentiality obligations regarding the information;
- the Confidential Information becomes part of the public domain through lawful means and without any breach of confidentiality by the receiving party; or
- the receiving party independently develops or acquires the Confidential Information without violating its obligations under the Agreement or any applicable law, or obtains such information from a third party without any reason to believe that such third party was under any obligation of confidentiality.

8.4. The restrictions on disclosure of Confidential Information shall not apply if such disclosure is compelled by applicable law, regulation, judicial or governmental order, or disclosure requirements pertaining to the listing of either party's stock on any recognized stock exchange. In such cases, the disclosing party will provide the other party with reasonable notice of the compelled disclosure, unless prohibited by law.

8.5. Upon the termination of the Agreement for any reason whatsoever, each party shall forthwith cease all use of the other party's Confidential Information. Within a period of no more than four (4) Business Days following the date of receipt of a written request for termination from the other party, the party in receipt of Confidential Information shall, at the option of the disclosing party, either destroy or return all media, tangible or intangible,

containing such Confidential Information and shall expunge or destroy all copies of such Confidential Information.

8.6. The provisions of this Clause 8 shall survive the termination of the Agreement and shall continue in full force and effect indefinitely thereafter.

8.7. Without the prior written consent of the Service Provider, which shall not be unreasonably withheld or delayed, the parties shall not make any public disclosures regarding the existence, terms, or substance of the Agreement, including but not limited to disclosures in press releases, public announcements, or marketing materials.

9. DATA PROTECTION:

9.1. Each party shall diligently adhere to all pertinent requirements delineated within prevailing Data Protection Laws. It is imperative to emphasize that this Clause 9 operates in conjunction with, and does not absolve, obviate, or supersede, any existing obligations or entitlements stipulated under the Data Protection Laws. Full compliance with these statutes is paramount to ensure the lawful and ethical handling of Client Data, respecting the privacy rights of individuals, and fulfilling regulatory mandates. Notwithstanding any contrary stipulation within the Agreement, the Service Provider retains the prerogative to engage in the processing of Client Data, contingent upon and limited to instances where such processing is mandated by applicable law, imperative for the optimization of service delivery to the Client within the framework of

Data Protection Laws, or deemed indispensable for the augmentation of service provisioning pursuant to the terms delineated within the Agreement and in conformity with Data Protection Laws.

9.2. In addition to the broad parameters delineated in Clause 9.1, the Client shall ensure the presence of all requisite consents and notifications necessary to facilitate the lawful transfer and processing of the Client Data throughout the duration and objectives of the Agreement. This stipulation serves as a foundational prerequisite to guarantee that any transmission of Client Data from the Client to the Service Provider adheres to pertinent legal frameworks and requirements.

9.3. The Service Provider, in the context of processing any Client Data pertinent to the fulfillment of its obligations under the Agreement, shall:

- solely process such Client Data as per the documented written instructions furnished by the Client, unless mandated otherwise by applicable laws. In instances where the Service Provider relies on laws within the European Union or European Union law for the processing of Client Data, prompt notification to the Client shall precede such processing unless legally prohibited;
- institute and maintain appropriate technical and organizational measures, subject to review and endorsement by the Client, to forestall unauthorized or unlawful processing of Client Data, and to prevent inadvertent loss, destruction, or damage to such data. The adequacy of these measures shall be commensurate with the potential harm arising from unauthorized processing or accidental

loss, considering the nature of the data and prevailing technological advancements, while also factoring in implementation costs;

- ensure that all personnel entrusted with access to and/or processing of the Client Data maintain strict confidentiality concerning such data;
- refrain from transferring any Client Data for the data subjects domiciled in EEA, outside the European Economic Area without obtaining prior written consent from the Client, provided the following conditions are met:
 - i. implementation of appropriate safeguards by either the Client or the Service Provider pertaining to the transfer;
 - ii. assurance of enforceable rights and effective legal remedies for data subjects;
 - iii. adherence to Data Protection Laws to furnish an adequate level of protection for transferred Client Data; and
 - iv. compliance with reasonable instructions furnished in advance by the Client regarding Client Data processing.
- extend assistance to the Client, at the Client's expense, in addressing data subject requests and ensuring compliance with obligations under Data Protection Laws, encompassing security measures, breach notifications, impact assessments, and consultations with supervisory authorities or regulators;
- promptly notify the Client upon becoming aware of any Client Data breach, without undue delay;
- upon written directive from the Client, either delete or return Client Data and any associated copies upon termination of the agreement, unless retention is mandated by applicable law; and

- maintain comprehensive and accurate records and information to substantiate compliance with the provisions outlined in this Clause 9 and promptly notify the Client of any instructions perceived by the Service Provider to contravene Data Protection Laws.

10. WARRANTIES:

10.1. Each party represents and warrants to the other that it has full power and authority to enter into the Agreement and that the Agreement is executed by a duly authorized representative of such party.

10.2. The Client warrants and represents that it has the legal right to disclose all Client Data that it does in fact disclose to the Service Provider under or in connection with the Agreement, and that the processing of that Client Data by the Service Provider for the Term will not breach any applicable Data Protection Laws. The Client further acknowledges that these warranties are important for ensuring that the Client's actions do not expose the Service Provider to legal liability or regulatory action.

10.3. The Service Provider warrants and represents that the processing of Client Data under the Agreement shall be carried out in accordance with the relevant provisions of the applicable Data Protection Laws and not cause the Service Provider to be in breach of those laws.

10.4. Except as expressly and specifically provided in the Agreement:

- the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation provided by the Service Provider, and for conclusions drawn from such use. The Service Provider shall have no liability for any damage caused by errors or omissions in any information, instructions, or scripts provided to the Service Provider by the Client in connection with the Services, or any actions taken by the Service Provider at the Client's direction;
- all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and
- the Services and the Documentation are provided to the Client on an "as is" basis.

11. INDEMNITY

11.1. The Client shall defend, indemnify and hold harmless the Service Provider against claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation, provided that:

- the Client is given prompt notice of any such claim;
- the Service Provider provides reasonable cooperation to the Client in the defense and settlement of such claim, at the Client's expense; and

- the Client is given sole authority to defend or settle the claim.

12. LIMITATION OF LIABILITY

12.1. Subject to Clause 12.2 and Clause 12.3:

- the Service Provider shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution, or otherwise for any loss of profits, loss of business, damage to goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges, or expenses however arising under the Agreement; and
- the Service Provider's total aggregate liability in contract (including in respect of the indemnity at Clause 11), tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total Charges paid for the Services during the four (4) months immediately preceding the date on which the claim arose.

12.2. Nothing in the Agreement excludes the liability of the Service Provider:

- for death or personal injury caused by the Service Provider's negligence; or
- for fraud or fraudulent misrepresentation.

13. TERM AND TERMINATION

13.1. The Agreement shall, unless otherwise terminated as provided in this Clause 13, commence on the Effective Date and shall continue for the Term as specified in the applicable SOW.

13.2. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;
- the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint

an administrator is given or if an administrator is appointed, over the other party (being a company);

- a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days; or
- the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14. CONSEQUENCES OF TERMINATION:

14.1. On termination of the Agreement for any reason:

- all licenses granted under the Agreement shall immediately terminate and the Client shall immediately cease all use of the Services and/or the Documentation;
- each party shall return and make no further use of any equipment, property, Documentation, and other items (and all copies of them) belonging to the other party;
- the Service Provider may destroy or otherwise dispose of any of the Client Data in its possession unless the Service Provider receives, no later than ten (10) days after the effective date of the termination of the Agreement, a written request for the delivery to the Client of the Client Data. The Service Provider shall use reasonable commercial

endeavors to deliver the Client Data to the Client within thirty (30) days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by the Service Provider in returning or disposing of Client Data; and

- any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. GENERAL

15.1. Force Majeure:

The Service Provider shall have no liability to the Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business due to a Force Majeure Event, provided that the Client is notified of such an event and its expected duration.

15.2. Conflict:

If there is an inconsistency between any of the provisions of this Terms and Conditions and the provisions of the SOW, the provisions of the SOW shall prevail.

15.3. Waiver:

No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

15.4. Severance:

If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable, or illegal provision would be valid, enforceable, or legal if some part of it were deleted, that part shall be deemed to be deleted, and the rest of the provision shall continue in full force and effect. This clause is designed to ensure that the Agreement remains operative to the fullest extent possible, even if some adjustments need to be made to its provisions.

15.5. Entire Agreement:

The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding, or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into the Agreement (and the documents referred to in it) it does not rely on any statement, representation, assurance, or warranty ("Representation") of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement or those documents. Each party agrees that the only

rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in the Agreement.

15.6. Assignment:

The Client shall not, without the prior written consent of the Service Provider, assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under the Agreement. The Service Provider may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under the Agreement.

15.7. No Partnership or Agency:

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).

15.8. Third Party Rights:

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to any applicable law.

15.9. GOVERNING LAW & DISPUTE RESOLUTION

- **Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

- **Initial Negotiation:**

In the event of any dispute arising out of or relating to this Agreement (a "Dispute"), the Parties shall first attempt to resolve it through good faith negotiations.

- **Mediation:** If the Parties are unable to resolve the Dispute through negotiation within thirty (30) days, the Dispute shall be submitted to mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules.

- **Arbitration:** If the Dispute is not resolved within sixty (60) days from the commencement of mediation, it shall be settled by binding arbitration administered by the AAA under its Commercial Arbitration Rules by a single arbitrator. The arbitration shall be conducted in Wilmington, Delaware, USA, in English. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Each Party shall bear its own costs, and the arbitration costs shall be shared equally, unless the arbitrator decides otherwise. The arbitration proceedings and any related documents shall be confidential, except as required by law or to enforce or challenge an award.

- **Litigation as Last Resort:** If the Dispute remains unresolved after arbitration, either Party may pursue litigation as a last resort in a court of competent jurisdiction in Delaware.

[End of Terms and Conditions]

Schedule 1 - Cloud Services Specifications

1. Service Description: The Cloud Services offered under this Agreement entail the provision of AML (Anti-Money Laundering) checks employing advanced artificial intelligence technology or provisioning of any other Services as entailed in the SOW.

2. Client Integration Capability: Clients are authorized to integrate these Cloud Services within their existing digital infrastructures, including websites and smartphone applications, in accordance with the terms stipulated within this Agreement.

3. Financial Conditions: Notwithstanding any provision to the contrary within this Agreement, the commencement of the Agreement's terms is conditional upon the Client's payment of the setup fee and any additional charges as specified within the applicable SOW.

4. Designated Communication Representatives: The Client is required to ensure that any instructions related to the terms of this Agreement are communicated exclusively by an appointed client representative to the designated Representative of the Service Provider. The Service Provider is

authorized to: (a) consider such instructions as having full authorization from the Client; and (b) refuse compliance with any instructions not transmitted through the agreed-upon channels.

5. Notification and Communication Protocol: All notices and communications regarding contractual matters under this Agreement should be directed to the Service Provider at the addresses or contact points specifically provided by the Parties.

Schedule 2 - Service Availability

1. Introduction:

1.1. This Schedule outlines the Service Provider's commitment to the uptime and general availability of the Cloud Services.

1.2. "Uptime" is defined as the percentage of total time during a specified billing cycle that the Cloud Services are accessible to the Client through the Service Provider's network interface connected to the public internet.

2. Uptime Commitment:

2.1. The Service Provider commits to maintaining a minimum Uptime for the Cloud Services of 99% during each calendar month.

2.2. The Service Provider is responsible for measuring Uptime using methodologies it deems reasonable and will document these methodologies.

2.3. The Service Provider agrees to provide detailed reports of Uptime measurements to the Client monthly upon the Client's written request, which must be submitted within ten (10) Business Days following the end of each billing cycle.

3. Exclusions: Downtime resulting from any of the following causes shall not be considered a breach of the Service Provider's Uptime commitments:

- Force Majeure Events;
- Failures within the Service Provider's or Client's hosting infrastructure;
- Any Client breach of the Agreement terms;
- Scheduled maintenance conducted in compliance with this Agreement.

Schedule 3 – Maintenance

1. Maintenance Services Overview: This Schedule details the maintenance services that are applicable to the Cloud Services, including both scheduled and unscheduled maintenance tasks.

2. Scheduled Maintenance Notification:

2.1. The Service Provider shall provide the Client with at least ten (10) Business Days' prior written notice of any scheduled maintenance activities that are likely to affect the availability or functionality of the Cloud Services, in accordance with the Service Provider's other notification obligations detailed within this Schedule.

2.2. All scheduled maintenance is planned during off-peak hours to minimize disruption to the Client's operations.

3. Update and Upgrade:

3.1. The Service Provider is obliged to notify the Client in writing about the application of any security updates to the Cloud Services. For non-security updates, the Client will receive at least two (2) Business Days' prior written notice.

3.2. Updates will be applied to the Cloud Services as follows:

3.2.1. immediate application of security updates released by third parties;

3.2.2. Service Provider's initiated security updates applied promptly upon identification and testing of the relevant security risk; and

3.2.3. other updates are applied as per schedules communicated by the Service Provider or agreed upon with the Client.

3.3. The Service Provider commits to developing and applying significant upgrades to the Cloud Services at least once per calendar year during the term of this Agreement, with at least two (2) Business Days' prior notice provided to the Client regarding the application of any such upgrades.

Schedule 4 – Support SLA

1. Introduction to Support Services: This Schedule outlines the terms and conditions under which support services for the Cloud Services are provided by the Service Provider.

2. Help Desk Availability:

2.1. The Service Provider will make available a help desk according to the terms specified in this Schedule to facilitate the Client's access to support services.

2.2. The Client may utilize the help desk exclusively for purposes related to requesting and receiving support services. Use of the help desk for any other purposes is strictly prohibited.

2.3. The help desk will be accessible via email, Service Provider's web-based chat, and, when these are unavailable, through telephone or Skype. The help desk will be operational and adequately staffed during Business Hours to address the Client's needs. The Service Provider will also provide a dedicated telephone number for the Client to report critical issues that occur outside of standard Business Hours.

3. Issue Classification and Resolution:

3.1. Support issues will be classified as either normal, medium or urgent:

3.1.1. Normal: Issues that do not cause any disturbance at production.

3.1.2. Medium: Issues that cause cases to malfunction at production

3.1.3. Urgent: Issues because of which production is either down or blocked

3.2. The Service Provider will determine the category of each issue using reasonable judgment.

3.3. The Service Provider's response to support service requests will include, as applicable, an acknowledgment of the request, an initial diagnosis of any issues reported, and an anticipated timeline for resolution.

4. Support Levels:

Support Type	Response Time (within Business Hours)		Resolution Time (within Business Days)
Basic	Normal	16	7
	Medium	12	
	Urgent	8	
Priority	Normal	8	4
	Medium	6	
	Urgent	4	
Premium	Normal	4	2
	Medium	3	

	Urgent	2	
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5. Remote Provision of Support Services: Support services under this Agreement shall be delivered remotely unless explicitly agreed otherwise through written consent by both parties.

6. Restrictions on Support Services:

6.1. Irrespective of the support type selected by the Client, should the aggregate Business Hours expended by the Service Provider's personnel in delivering support services exceed twenty (20) hours within any given calendar month, the following conditions shall apply:

6.1.1. the Service Provider shall be under no obligation to continue providing support services for the remainder of that calendar month; or

6.1.2. the Service Provider may, at its discretion, choose to continue providing Support Services during the remaining period of that month, subject to the imposition of additional charges.

6.2. The Service Provider is not obligated to provide support services for issues arising from:

6.2.1. unauthorized or improper use of the Cloud Services by the Client;

6.2.2. modifications or alterations to the Cloud Services undertaken without the prior written approval of the Service Provider.

Schedule 5 - Data Management & Security Protocols

1. Category of Data: The primary data category may concern the end user's Name, Date of Birth, Image, Nationality, Entity Type e.g. Person, Company, or any other information such as Unique Identifier like Passport Number, ID Number, Registration Number, Address, gender etc.

2. Objectives of Data Processing: The Personal Data collected will be utilized solely as per instructions of the Client.

3. Data Retention: Personal Data of end users will be retained according to the written instructions provided by the Client at the outset of the Agreement. In the absence of specific instructions, the Service Provider is authorized to retain data for a maximum of 6 months after termination without incurring additional charges. Retention of data beyond this period will incur further charges.

4. Security Measures: All data is transmitted over Secure Sockets Layer (SSL) and stored within data centers that comply with SSAE standards and are ISO certified. All personal information is securely stored using encryption methods such as AES 256-bit or SHA-256 cryptographic hash algorithms, with TLS encryption employed for data in transit.