

FACIA
Terms of Service

1. Definitions

Except to the extent expressly provided otherwise, in the Agreement:

“Account” means an account enabling the Client to access and use the Hosted Services, including both back office account and the API account;

“Affiliate” means an entity that controls, is controlled by, or is under common control with the relevant Party;

“Agreement” means the applicable Sales Order and Privacy Policy (including any amendments made to it from time to time) together with these Terms of Service including any Schedules, Exhibits or other Attachments hereof;

“Business Day” and **“Business Hours”** means any weekday other than a bank or public holiday in the United Kingdom; and the latter means the hours of 09:00 to 17:00 GMT (or BST during summer time) on a Business Day;

“Charges” means the following amounts:

- a. The amounts specified in the applicable Sales Order for provision of Services; and
- b. Such amounts as may be agreed in writing by the parties from time to time.

“Charging Method” means the method of payment of Charges agreed between the Client and the Provider and specified as such on the applicable Sales Order. The Charging Method available for the Services are:

- a. Pre-paid billing: wherein the Client shall pay upfront for an agreed amount of Hosted Services usage; and
- b. Cyclic billing: wherein the Client shall pay periodically for agreed usage of Hosted Services after an agreed cycle of billing; usage above the agreed commitment shall be paid as per actual; usage below the agreed commitment shall not be rolled over, refunded, or adjusted in any following month.

“Client” means the client listed in the applicable Sales Order, acting as the ‘Controller’ herein;

“Client Data” means all data, works and materials uploaded to or stored on the Platform by the Client; transmitted by the Platform as and when requested by the Client; supplied by the Client to the Provider for processing, uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Client;

“Client Personal Data” means any Personal Data that is processed by the Provider on behalf of the Client in relation to the Agreement;

“Client Systems” means the hardware and software systems of the Client that interact with, or may reasonably be expected to interact with, the Hosted Services;

“Confidential Information” means the information disclosed by either party, in writing, orally or otherwise, marked as confidential or which should have been reasonably understood to be confidential by the party in receipt of such disclosure and as provided under Clause 7 of this Agreement;

“Controller” has the same meaning given to it under the GDPR;

“Customization(s)” means a customization of the Hosted Services, whether made through the configuration or integration of software or otherwise;

“Data Protection Laws” means all applicable laws relating to the processing, privacy, and/or use of Personal Data including the *Data Protection, Privacy, and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019*, the *Data Protection Act 2018*, the *GDPR*, and the *Privacy and Electronic Communications (EC Directive) Regulations 2003*, including any laws that replace, extend, re-enact, consolidate, or amend any of the foregoing;

“Documentation” means any and all API documentation detailing the functions, classes, return types, arguments or any other information provided to effectively use the Hosted Services;

“EEA” means the European Economic Area including the UK;

“Effective Date” means the date when the Sales Order is countersigned by the last party to sign.

“Expenses” means the travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by the Provider exclusively in connection with, the performance of the Provider’s obligations under the Agreement;

“Force Majeure Event” means any event beyond the reasonable control of a party (including a party’s Affiliates and/or subcontractors) including, but not limited to, the following: acts, events, omissions, or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs, or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic or pandemic, or default of sub-contractors, to the extent that such event has materially affected the ability of the party relying on the Force Majeure Event to perform its obligations in accordance with the terms of the Agreement;

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679), including the version of the same transposed into the UK law pursuant to the *European Union (Withdrawal) Act 2018*;

“Hosted Services” means online biometric verification services as specified in the Hosted Services Specification, which will be made available by the Provider to the Client as a service via the internet in accordance with the terms of the Agreement;

“Hosted Services Defect” means a defect, error or bug in the Platform having an adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- a. any act or omission of the Client or any person authorized by the Client to use the Platform or Hosted Services;
- b. any use of the Platform or Hosted Services contrary to the Documentation, whether by the Client or by any person authorized by the Client;
- c. a failure of the Client to perform or observe any of its obligations in the Agreement;
- d. an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification; and/or
- e. Client's failure to implement corrections to the Hosted Services Defect.

“Hosted Services Specification” means the specification for the Platform and Hosted Services as set out in Schedule 1 and in the Documentation;

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights (including, without limitation, copyright and related rights, database rights, confidential information, trade secrets, know how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

“Personal Data” has the same meaning given to it under the GDPR;

“Platform” means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

“Processor” has the same meaning given to it under the GDPR;

“Product(s)” means any or all of the Services as are specified in the Agreement and may include the onsite or offsite Face liveness, Facial recognition;

“Provider” means the party providing Hosted Services and listed as such in the applicable Sales Order, acting as a Processor herein;

“Sales Order” means, irrespective of its title, a cover document that sets out details of Services to be provided, duration of such Services, payment of Charges, and the applicable Charging Method, incorporating these Terms of Service signed by, and binding on, both parties;

“Schedule” means any schedule attached herein which form an integral part of these Terms of Service;

“Services” means any services that the Provider provides to the Client under the Agreement;

“Support Services” means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services in accordance with Schedule 4 but shall not include the provision of training services;

“Supported Web Browser” means the browsers specified by the Provider for onsite or offsite verifications, and may include the current or latest release, from time to time, of Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider notifies to the Client in writing;

“Term” has the meaning given to it in the applicable Sales Order;

“Termination for Cause” means, subject to Clause 13, where the Agreement is terminated if either party (i) commits an act of misconduct involving dishonesty or breach of trust; (ii) wilfully engages in conduct that is in bad faith and materially injurious to the other party including, but not limited to, misappropriation of Confidential Information, fraud or embezzlement; or (iii) commits a material breach of the Agreement;

“Third-Party Services” means any or all Products or Services ancillary to the Hosted Service(s) and may include any Products or Services provided by the Provider’s sub-processors;

“UK” means the United Kingdom;

“Update” means a hotfix, patch or minor version update to any Platform software;

“Upgrade” means a major version upgrade of any Platform software;

“US\$” means the currency/Dollar of United States of America; and

“€” means the Euro currency used in majority countries of the European Union.

2. Hosted Services

- 2.1. An order for Hosted Services must be placed using a Sales Order. The Provider shall prepare the Sales Order to reflect description of the type, particulars of the Product(s) being purchased, the applicable fees, the Charging Method and any other terms or conditions incidental to that Sales Order.
- 2.2. A Sales Order shall only be effective and binding when signed by both the parties.
- 2.3. Subject to Clause 2.4, Clause 6.3 and Clause 13, the Term shall renew, under the present Terms of Service or amendments thereof applicable at the time of renewal, for a further duration (of the Term) unless otherwise agreed between the parties in writing.
- 2.4. Where the Client has breached any of the terms of the Agreement during the Term, a renewal is subject to Provider’s express written consent and confirmation.
- 2.5. Subject to the Terms of Service set forth in this Agreement, the Provider grants to the Client a limited, non exclusive, non-transferable, non-sub licensable, revocable, Term-limited license solely for access by means of a Supported Web Browser used by the Client in accordance with the Documentation during the Term.
- 2.6. Except to the extent expressly permitted in this Agreement, the limited license granted by the Provider to the Client herein is subject to the following prohibitions:
 - (a) the Client must not sub-license its right to access or use the Hosted Services;

- (b) the Client must not permit any unauthorized person to access or use the Hosted Services;
 - (c) the Client must not republish or redistribute any content or material from the Hosted Services; and
 - (d) the Client must not make or attempt to make any alteration to the Platform.
- 2.7. The Client shall use reasonable security measures to ensure that no unauthorized person may gain access to the Hosted Services.
- 2.8. The parties acknowledge and agree that Schedule 2 shall govern the availability of the Hosted Services.
- 2.9. The Client acknowledges that the Provider shall not be responsible for any data communicated to or transmitted to the Hosted Services. The Client shall use the Hosted Services exclusively for authorized and legal purposes consistent with all applicable laws, regulations and any acceptable use policy the Provider may make part of these Terms of Service from time to time.
- 2.10. All Intellectual Property Rights in the Hosted Services and the Documentation belong to, and shall remain vested in, the Provider, and the Client shall have no rights in or to the Software, the Documentation, or the Services other than the right to use them in accordance with the terms of this agreement. This Agreement does not grant the Client any rights to, or in, whether registered or unregistered, any patents, copyright, database right, trade secrets, trade names, trademark, or any other rights or licenses in respect of the Services or the Documentation. The Client agrees that it will not (a) modify, copy, decompile, disassemble, or reverse engineer, or cause any other party to modify, copy, decompile, disassemble, or reverse engineer Provider's software, technology, and/or other services; (b) sublicense any of Provider's Intellectual Property Rights to third parties or sell, resell, rent, sublicense, or lease the Services to third parties; (c) otherwise violate the license grant or restrictions set forth herein; (d) use the Services to store or transmit malicious code; (e) interfere with or disrupt the integrity or performance of the Services, Provider's operations, or third-party's data contained therein, either directly or using third party technology; (f) alter, copy, move, or delete any tags or codes placed as part of the Services; (g) misappropriate any of Provider's software, technology, or other services; (h) use, permit, enable, or assist any third party to use the Services to create competing products or services.
- 2.11. The Client must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services. The Client must not use the Hosted Services:
 - a. In any way that is unlawful, illegal, fraudulent or harmful; or
 - b. In connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 2.12. For the avoidance of doubt, the Client has no right to access any software code (including object code, intermediate code and/or source code), either during or after the Term.

- 2.13. All rights not expressly licensed to the Client herein are reserved by the Provider including, without limitation, all ownership and proprietary rights in Provider's technology and the Services. The Client acknowledges and agrees that Client's rights, in and to, Provider's Intellectual Property Rights including its technology and Services are limited to the license rights set forth herein. The Client shall never claim ownership or proprietary rights in Provider's technology or Services. All Intellectual Property Rights in any Customizations designed, developed, or implemented in accordance with the Agreement between parties shall always be the exclusive property of the Provider. The Client is not permitted to change or modify Provider's Intellectual Property Rights. Without limiting the foregoing, in the event of any change, modification, extension, or correction thereof, the Client hereby irrevocably assigns to Provider by way of present and future assignment with full title guarantee, any and all rights it may be deemed to have in any such change, modification, extension, or correction, and agrees to execute all documents necessary to implement and effect such assignment. To the extent that the Client is unavailable or unwilling to execute such documents then the Client hereby appoints the Provider as its attorney in fact for the purpose of executing the forgoing assignment(s).
- 2.14. The Client shall not (i) misappropriate any of the Provider's software, technology, or other services; (ii) use, permit, enable, or assist any third party to use the Services to create competing products or services; or (iii) use or modify any of Provider's Intellectual Property Rights unless otherwise agreed to by the Provider in a signed writing.

3. Additional Client Obligations

- 3.1. Save to the extent that the parties have agreed otherwise in writing, the Client must provide to the Provider, or procure for the Provider, such cooperation, support and advice; and information and documentation as may be required from time to time for compliance with any applicable laws including the Data Protection Laws.
- 3.2. The Client shall ensure that the Client Systems are compatible with or support the Hosted Services, and continue to comply, throughout the Term with the requirements of Schedule 1 in all material respects, subject to any changes agreed in writing by the Provider.
- 3.3. The Client shall not, under any circumstances, white-label, resell, or pass off the Hosted Services without express written agreement with the Provider which may be subject to due discussions and negotiations.
- 3.4. The Client is obligated to:
- a. furnish notifications to third parties concerning the use and disclosure of data to the Provider and associated processors, in accordance with Applicable Laws;
 - b. secure and uphold requisite permissions for the Provider to handle third party information as specified in the Client's privacy stipulations or as otherwise mandated;
 - c. abstain from utilizing the Services for illicit, indecent, injurious, or deceptive actions, including the dissemination of unwarranted, malevolent, or misleading

communications, malicious software, or infringements upon the rights of others;

- d. oversee its personnel, consultants, and representatives utilizing the Hosted Services;
- e. engage with the Hosted Services adhering to all Applicable Laws.

For purposes of this clause, “Applicable Laws” shall mean all laws, rules, regulations, treaties, and similar governmental obligations, including local, national and multinational laws, that are applicable to the Party as the context requires.

4. Client Personal Data

- 4.1. The Client hereby represents and covenants to the Provider that the utilization of Client's Personal Data by the Provider, in conformity with the terms of this Agreement, shall neither violate nor infringe upon the Intellectual Property Rights or any other lawful rights of any third party, nor contravene any prevailing legal statutes, regulations, or enactments across any jurisdiction and under any applicable law.
- 4.2. Utilization of Proprietary Content: Subject to obtaining the express written approval from the counterpart party, the Service Provider is granted the privilege to incorporate the Client's name, business alias/trade name, trademark, and icon(s) (herein referred to as the “Brands”) for specified promotional and marketing endeavors, including but not limited to digital platforms, electronic correspondences, analytical studies, and the like. All instances of the Service Provider leveraging the Client's Brands shall redound to the advantage of the Client vested with rights to the said Brand. Despite the above stipulations, the Client accedes to the Provider's employment of the Client's Brands for the delineated purposes.

5. Integrations with Third-Party Services

- 5.1. The Client hereby grants express permission for the integration of the Hosted Services with services rendered by Third-Party Services, with the intent to provide a comprehensive set of Hosted Services.
- 5.2. The Provider reserves the unencumbered right, at its sole discretion, to revoke, curtail, or impose limitations upon any integration involving Third-Party Services.
- 5.3. The Client expressly recognizes and concurs that the synthesis of such Third-Party Services might necessitate the transference of Client Data from the Hosted Services to the corresponding Third-Party Services.

6. Payments

- 6.1. The Client undertakes to pay the Charges and fees set forth in the Sales Order in accordance with the payment terms set out. The Charges will be invoiced as set forth in the applicable Sales Order according to the agreed Charging Method which the Client shall pay to the Provider within a period of 10 ten days following the issue of an invoice by the Provider.

- 6.2. Should the Client fail to make payment to the Provider as outlined in Clause 6.1 for any reason, including but not limited to disputes over an invoice, the Provider reserves the right to:
- a. Apply interest to the outstanding amount at an annual rate of nine percent (9%), which will be added to the current base rate set by the Bank of England. This interest will grow daily and will be compounded monthly.
 - b. Seek additional interest and compensation as allowed by the Late Payment of Commercial Debts (Interest) Act 1998; or
 - c. Halt the Services until the Client pays all due Charges, including any added interest. A written agreement between the parties can also resolve this suspension.

The Client understands that suspending the Services does not relieve them of the responsibility to pay any outstanding Charges.

- 6.3. If the Client pre-pays for services and doesn't use the full amount by the end of each Term:
- a. The leftover balance will expire when the Term ends.
 - b. The Client won't receive a refund or credit for this balance.
 - c. The balance won't carry over to a new Term or future agreement with the Provider unless the Client pays a fee of 25% of the leftover amount (This fee won't be added to the transferred balance).

7. Confidentiality Obligations

- 7.1. Pursuant to the negotiation and execution of this Agreement, both Parties acknowledge that they might gain access to or be exposed to the Confidential Information of the other Party. Such Confidential Information may encompass, but is not limited to, proprietary trade secrets, computational codes and programs, algorithms, operational features, non-public inventions, technical methodologies, procedural blueprints, software designs and structures, product and service specifics, as well as data about vendors, employees, consultants, clients, potential clients, and various technical, commercial, pricing, fiscal, and marketing strategies. It might also include any other data that, under reasonable circumstances, the receiving Party should recognize as confidential. To this end, both parties covenant to:
- a. Safeguard the Confidential Information of the other Party with the equivalent level of precaution it employs for its own similarly confidential data;
 - b. Abstain from revealing the other Party's Confidential Information to any third-party without the prior written approval from the said party, ensuring that any such disclosure is contingent upon written confidentiality stipulations sanctioned by the Party to whom the Confidential Information pertains;
 - c. Continually act with utmost good faith concerning the Confidential Information of the other Party; and

- d. Limit the use of the other Party's Confidential Information strictly to the intended purposes for which it was shared.
- 7.2. Notwithstanding the provisions set forth in Clause 7.1, a party's Confidential Information may be divulged by the recipient to its directors, personnel, legal counsel, insurers, representatives, and subcontractors who necessitate access to the aforesaid Confidential Information in furtherance of their duties related to the Agreement and who are contractually obligated, whether through a formal written instrument or an executed non-disclosure agreement, to maintain the secrecy of the shared Confidential Information.
- 7.3. This Clause 7 does not impose duties regarding a party's Confidential Information if said Confidential Information:
 - a. is accessible to a party from a non-confidential source not currently, or previously, bound by a non-disclosure commitment concerning the Confidential Information.
 - b. contemporaneous with or subsequent to the disclosure, is legitimately procured from sources in the public domain (excluding instances resulting from a disclosure by the receiving party or its representatives); or
 - c. is autonomously obtained or formulated by a party without contravening its responsibilities under this Agreement or any applicable law or is secured by either party from a third entity where the other party has no grounds to suspect a breach of a duty of confidentiality.
- 7.4. Limitations set forth in this Clause 7 are non-operative if any Confidential Information must be disclosed due to legislative or regulatory mandates, any judicial or governmental directive or request, or any stock listing prerequisites for either party on a recognized stock exchange.
- 7.5. Upon the termination of the Agreement, each party shall forthwith discontinue utilization of the other party's Confidential Information; within five (5) Business Days post receiving a written request for termination from the other party, the respective party must obliterate or revert (at the discretion of the other party) all media, tangible or otherwise, containing the Confidential Information of the other party and must expunge said Confidential Information.
- 7.6. The stipulations of this Clause 7 remain operative for a duration of three (3) years post the termination of the Agreement.
- 7.7. The parties are precluded from executing public disclosures relating to the Agreement or its contents (inclusive of statements in press releases, public proclamations, and marketing materials) devoid of prior written consent from the Provider, such consent not to be unreasonably withheld or postponed.

8. Data Protection

- 8.1. In accordance with the Agreement, both parties shall adhere to the stipulations of the Data Protection Laws pertaining to the handling of Personal Data. The Provider shall

exclusively manage the Client Data based on the documented directives of the Client, as delineated in the Agreement or any supplementary written consensus between the parties.

- 8.2. Despite any contrasting provision within the Agreement, the Provider may, if mandated by applicable law, handle the Client Data. In such instances, barring legal impediments grounded on crucial public interest concerns, the Provider shall notify the Client prior to said processing about the statutory obligation.
- 8.3. As of the Effective Date, the Client confers upon the Provider the authority to commission third parties for the handling of Client Data. The Provider is obligated to notify the Client a minimum of fourteen (14) days prior to any proposed modifications regarding the incorporation or substitution of a third-party processor. Should the Client dissent with such alteration's pre-implementation, the Client possesses the right to dissolve the Agreement given a seven (7) days' written intimation to the Provider. This notice should be dispatched within seven (7) days post the Provider's announcement of the impending modifications. The Provider is bound to subject every third-party processor to legal commitments akin to those levied upon the Provider.
- 8.4. Both the Provider and Client are obliged to institute suitable technical and organizational protocols to guarantee a satisfactory safeguarding tier for the Client Data, encompassing measures delineated in Schedule 5.
- 8.5. The Provider must guarantee that individuals sanctioned to manage the Personal Data either pledge confidentiality or are governed by a pertinent legislative confidentiality mandate.
- 8.6. The Client avows to the Provider its lawful entitlement to disclose every Personal Data under or in alliance with the Agreement. Furthermore, solely the Personal Data of data subjects falling within pre-specified categories in the Sales Order shall be supplied by the Client to the Provider. The Provider is restricted to managing Client Data for purposes outlined in Schedule 5.
- 8.7. For the duration of the Term and subsequent periods mandated by pertinent law, the Provider shall solely process the Client Data, contingent on the stipulations of this Clause 8.
- 8.8. The Client recognizes the potentiality of Client Data being transported beyond the EEA boundaries in alignment with this Agreement's execution and SSCs. The Client is tasked with obtaining requisite consents for such potential transfers. Concurrently, should the Data Protection Laws necessitate, the Provider might solicit a distinct data processing accord to be brokered with the Client.
- 8.9. The Provider is tasked with assisting the Client in ensuring adherence to obligations encompassing Personal Data's processing security, breach notifications, impact assessments, prior consultation for high-risk processing, and the execution of data subject rights under the Data Protection Laws.
- 8.10. Should any amendments or impending modifications to the Data Protection Laws induce non-compliance concerning the Personal Data processing as delineated in the Agreement, both parties shall swiftly endeavour to reach an accord on the necessary Agreement variations to rectify such non-adherence.

9. Warranties

9.1. The Provider hereby covenants to the Client that:

- a. it shall adhere to all pertinent statutory and regulatory prerequisites pertinent to the execution of its rights and the performance of its obligations pursuant to this Agreement;
- b. the Platform shall integrate safeguarding mechanisms commensurate with established industrial standards; and
- c. the Hosted Services, when utilized in conformity with this Agreement by the Client, shall not contravene any applicable laws under the jurisdiction of English law and shall not transgress the Intellectual Property Rights of any individual or entity, irrespective of jurisdiction or applicable legal framework.

9.2. It is hereby recognized by the Client that:

- a. availing of the Hosted Services is solely at the discretion and risk of the Client, and the Provider provides no assurance that the service shall cater to every requisite of the Client or that the operation of the Hosted Services shall perpetually remain unhindered or devoid of discrepancies.
- b. the Hosted Services and related elements are proffered "in their current state" and "subject to availability", inclusive of all defects, and the Provider categorically renounces all express, implied, or statutory warranties and conditions pertinent to the Hosted Services and affiliated elements, encompassing, but not restricted to, warranties of merchantability, satisfactory quality, specific utility, precision, undisturbed enjoyment, and non-infringement of third-party rights. Neither verbal nor written directives from the Provider or its subsidiaries shall be construed as an establishment of any warranty, either implicit or explicit.
- c. software of intricate nature is invariably not devoid of imperfections, discrepancies, glitches, or potential security breaches; and, contingent upon other stipulations of the Agreement, the Provider abstains from providing any warranties or assurances that the Hosted Services shall remain impervious to such flaws or that such flaws shall be rectified expeditiously.
- d. the Hosted Services have been tailored solely in compliance with the software and systems delineated as compatible in the Hosted Services Specification; and the Provider offers no guarantees or assurances that the Hosted Services shall be harmonious with other software or systems.
- e. the Provider does not commit to absolute precision in outcomes or adherence to a 5-second verification timeframe; these number may have marginal variations at rare occasions due to factors such as surges in website traffic or the clarity of verification documentation.

- f. any financial obligations in the form of Charges, irrespective of the utilization or non-utilization of the Hosted Services, once accrued, are obligatory, non-refundable, immutable, and binding, save for provisions delineated in the relevant Sales Order.
 - g. the Client avers that it has been accorded the liberty to procure independent legal counsel concerning this Agreement, has comprehensively perused this Agreement, comprehends its contents, and is affixing its signature to this Agreement of its own volition, devoid of any coercion or undue influence emanating from the Provider or any third party.
- 9.3. It is explicitly acknowledged by the Client that in scenarios where Personal Data pertaining to its consumers or end-users is entrusted to the Provider for processing, the Client bears the sole responsibility to secure the consent of its consumers or end-users and to ascertain compliance with Data Protection Laws prior to transmitting the Personal Data to the Processor. Subsequent to such transmission, the Client is mandated to uphold and enforce a privacy policy aligned with the Data Protection Laws.
- 9.4. All affirmations and warranties rendered by the parties in connection with the subject matter of this Agreement are unambiguously encapsulated within the Agreement.
- 9.5. Both parties mutually covenant and assure each other that, predicated upon their best understanding:
 - a. the individual endorsing this Agreement on their behalf possesses the requisite authority to do so;
 - b. the execution of this Agreement does not engender any incongruities with any prior agreements to which they are party.
- 9.6. Save for the aforesaid warranties, both parties, to the maximum extent permissible under prevailing law, renounce all explicit or implicit representations and warranties associated with this Agreement. The Provider offers no assurances or representations concerning the utility, results, or benefits of the services, or any information encompassed therein or provided in line with this Agreement, barring those expressly delineated herein. No agent or representative of the Provider is vested with the authority to amend, augment, or elaborate upon this limitation or the renunciation of representations, warranties, and associated terms encompassed in this Agreement. In scenarios where any of the representations or warranties delineated in this Agreement are breached (excluding instances of fraudulent misrepresentation), the sole obligation of the offending party shall be to employ commercially viable measures to rectify such breach in an expeditious manner.

10. Client Indemnities

- 10.1. Should there arise any breach on part of the Client, the Client hereby commits to indemnify and perpetually hold the Provider harmless against all liabilities, damages, losses, costs, and expenses, inclusive of reasonable attorney's fees and judicious amounts disbursed in addressing legal claims. Such indemnification pertains to those damages sustained or incurred by the Provider, whether directly or consequentially, due to the Client's breach. Additionally, the Client covenants to:

- a. extend to the Provider any and all cooperation and assistance as may be prudently solicited by the Provider;
- b. concede to the Provider the unreserved and exclusive authority to manage, navigate, and conclude all disputes, legal proceedings, negotiations, and settlements involving third-parties; and
- c. abstain from accepting liability or arriving at any settlements concerning disputes or legal confrontations with third parties without securing the prior written consent of the Provider. It is imperative to note that any commitment on the part of the Provider to indemnify the Client is rendered null and void unless the Client faithfully adheres to the stipulations of this Clause.

11. Limitations and Exclusions of Liability

11.1. Pursuant to this Clause 11, the entirety of the Provider's financial obligations, inclusive of responsibilities stemming from the conduct or negligence of its employees, agents, and subcontractors, to the Client shall be delineated:

- a. deriving from or associated with this Agreement, encompassing obligations under any indemnification provisions;
- b. pertaining to any utilization by the Client of the Hosted Services and Documentation or any segment thereof; and
- c. concerning any representation, assertion, or act of tort, whether negligent or otherwise, emanating from or associated with this Agreement.
- d. The stipulations of this Agreement shall not serve to curtail or negate:
 - i. any obligations arising from death or bodily harm resulting from negligence;
 - ii. any obligations arising from deceit or fraudulent misrepresentation;
 - iii. any obligations which cannot be abrogated as per relevant statutory provisions;
 - iv. any obligations which are impermissible to disclaim under the governing law; or
 - v. any obligations of the provisions enumerated in Clause 2.7 through Clause 2.14., with the exception of Clause 2.9.

11.2. Notwithstanding the provisions of Clause 11.1:

- a. the Provider shall be exempt from liability, whether contractual (inclusive of obligations under any indemnification), tortious (including but not limited to acts of negligence or violations of statutory obligations), arising from

misrepresentations, restitutionary claims, or any other claims associated with or derived from this Agreement for:

- i. any diminution of anticipated revenue, business interruptions, forecasted savings, business prospects, depletion of goodwill, or any degradation or loss of data or informational assets, or analogous losses (whether such losses are direct or ancillary in nature); or
 - ii. any exceptional, direct or ancillary, or consequential damages, expenditures, fees, or financial burdens;
 - b. the cumulative financial obligation of the Provider, in relation to any incident or a series of interconnected incidents, whether contractual (inclusive of obligations under any indemnification), tortious (including negligence or breach of statutory duty), arising from misrepresentations, restitutionary claims, or any other claims associated with or derived from this Agreement, shall be capped at the lesser value between:
 - i. USD 5,000; or
 - ii. the cumulative sum paid or due to be paid by the Client to the Provider pursuant to this Agreement within the three-month interval prior to the occurrence of the said incident(s).
- 11.3. The Client shall be exempted from any financial obligations to the Provider concerning losses induced by a Force Majeure Event with includes loss of projected income/ revenue, or business prospects.

12. Force Majeure Event

- 12.1. In the event that a Force Majeure Event precipitates a default or postponement in the performance of any contractual duty under the Agreement by either party (excluding any fiduciary obligations), such duty shall be temporarily deferred for the tenure of the Force Majeure Event.
- 12.2. Should a party discern the occurrence of a Force Majeure Event, which instigates or is anticipated to instigate a default or postponement in the fulfilment of its contractual duties under the Agreement, it is incumbent upon said party to expeditiously apprise the counterparty and convey an estimation of the projected duration of such default or delay.
- 12.3. It is requisite for a party, whose adherence to the Agreement's stipulations is impeded by a Force Majeure Event, to undertake judicious measures to alleviate the repercussions of the Force Majeure Event.
- 12.4. Under no circumstances shall a Force Majeure Event absolve the Client from the obligation to remit the Charges as stipulated herein.

13. Term and Termination

- 13.1. Contingent upon the stipulations provided in this Agreement, this Agreement shall be instated with full legal efficacy commencing on the Effective Date and shall persist for the tenure specified as the Term. Subsequently, this Agreement shall be renewed automatically

for a duration equivalent to the initial Term, unless otherwise dissolved pursuant to the clauses set forth herein.

- 13.2. The Agreement shall be rendered null and void should either contracting party serve a thirty (30) days prior written notice, signifying their intent to dissolve the Agreement to the counterparty.
- 13.3. Any party hereto retains the prerogative to terminate the Agreement on grounds of a breach (termed as the "Termination for Cause") by delivering a written intimation to the defaulting party within seven (7) days post-identification of occurrence of such breach, mandating rectification within a time frame of fourteen (14) days from the date of notification of breach. In circumstances where the aggrieved party neglects to inform the defaulting party within the seven (7) day window post-identification, or if the defaulting party remains non-compliant without rectifying the identified breach within the designated fourteen (14) day period, the Agreement shall be considered nullified.

14. Effects of Termination

- 14.1. Consequent to the dissolution of the Agreement, all stipulations therein shall be rendered null and void, all licenses and user entitlements conferred by this Agreement shall forthwith be rescinded, and the Client is mandated, and shall ensure that all sanctioned users forthwith desist from utilizing the Hosted Services and/or the Documentation. The Provider reserves the right to remotely incapacitate the Client's ingress to the Hosted Services, notwithstanding the perpetuation of the subsequent clauses of the Agreement, either in accordance with their explicit stipulations or indefinitely: Clauses 6, 7, 8, 9.3, 10, 11, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, and 25. Both parties are obliged to repatriate and abstain from employing any equipment, property, Documentation (in relation to the Client), and other articles (inclusive of their replicas) that are the possession of the opposing party.
- 14.2. Save where expressly delineated in the Agreement, any rights, remedies, duties, or obligations accrued by the parties prior to the dissolution date, inclusive of the entitlement to claim reparations concerning any infractions of this Agreement pre-existing or concurrent with the termination date, shall remain inviolate and unprejudiced.
- 14.3. Without derogating from either party's statutory entitlements, subsequent to fifteen (15) days post the dissolution of the Agreement, the Provider shall be vested with the right to solicit from the Client all accrued or levied Charges, fees, and expenditures up to the termination of this Agreement, and the Client is obligated to remit to the Provider any outstanding, due, or consensually agreed Charges pertinent to Hosted Services (irrespective of receipt or delivery) proffered to the Client prior to the Agreement's dissolution (i.e., up to the final effective day of this Agreement).
- 14.4. In instances of Termination for Cause, the Provider, subject to the provisions of Clause 14.3, shall reimburse any Charges remitted by the Client to the Provider pertaining to Services scheduled to be delivered to the Client during the residual Term.

15. Non-Solicitation of Personnel

- 15.1. The Client shall refrain from, without the prior written authorization of the Provider, during the duration of the Term or within a one (1) year interval subsequent to the

termination or following the culmination of the Term, procuring, appointing, or beckoning for procurement or appointment any employee, subcontractor, or the like of the Provider who has participated, in any capacity, in the deliberations or execution of the Agreement. Notwithstanding the aforesaid stipulations, both parties concur that each party is permitted to publicly disseminate employment solicitations in their routine operational course, and such dissemination and any subsequent appointment or engagement resulting from it shall not infringe upon the interdictions articulated in this Clause.

16. Notices

- 16.1. All notifications issued pursuant to the Agreement shall be inscribed, irrespective of whether they are designated as “written notice” within the confines of the Agreement.
- 16.2. Every notification rendered by either party in accordance with the Agreement shall be transmitted via electronic mail, utilizing the pertinent contact credentials, which may undergo modifications periodically, subject to one party delivering a notice of such alterations to the other party.
- 16.3. Upon the receipt of a notification through electronic mail from the opposing party, the recipient shall expeditiously convey an acknowledgment of such receipt via electronic mail, and such acknowledgment shall be tendered no later than three (3) Business Days post-receipt.

17. Subcontracting

- 17.1. Unless otherwise expressly provided in this Agreement, neither party shall delegate or assign its responsibilities and duties stipulated under the Agreement without first obtaining the written approval of the other party. It is, however, incumbent upon the other party not to unduly withhold the granting of such assent.
- 17.2. In deviation from the stipulations of this Clause 17, but in adherence to any other clauses of the Agreement, the Client expressly recognizes and consents to the Provider's right to delegate the execution of any part of the Hosted Services to a third party of established reputation in accordance with Clause 5.

18. Assignment

- 18.1. No party shall assign, transfer, or engage in any transactions pertaining to its rights and/or duties under the Agreement without securing the prior written consent of the other party, such consent is not to be unreasonably denied or protracted; notwithstanding, the Provider retains the prerogative to assign its comprehensive rights and duties under the Agreement to any Affiliate of the Provider or to any successor, whether in whole or a significant portion of the Provider's business as circumstances arise.
- 18.2. No provision within the Agreement shall be construed to effectuate an assignment or transfer of any Intellectual Property Rights from the Provider to the Client, or vice versa from the Client to the Provider.
- 18.3. Whichever party, upon assignment, shall persist in its accountability to the counterparty for the fulfillment of any transferred obligations.

19. No waivers

- 19.1. No contravention of any stipulation of the Agreement shall be deemed relinquished unless sanctioned by the express written acquiescence of the non-breaching party.
- 19.2. No absolution of any contravention of a stipulation of the Agreement shall be interpreted as an ongoing or subsequent waiver of any breach of the same provision or any other stipulation contained within the Agreement.

20. Severability

- 20.1. Should any provision of the Agreement be adjudicated by a court or any other qualified entity as invalid and/or unexecutable, the remaining provisions shall remain operative and wholly binding.
- 20.2. In the event that any invalid and/or unexecutable provision of the Agreement becomes valid or executable upon the removal of a portion thereof, said portion shall be construed as excised, allowing the residual portion of the provision to persist in its full operative capacity and effect.

21. Third Party Rights

- 21.1. This Agreement exists for the advantage of the signatory parties and is not designed to confer benefits upon, nor to be executed by, any tertiary entity.
- 21.2. The invocation of rights by the parties pursuant to this Agreement is not contingent upon the acquiescence of any third party.

22. Variation

- 22.1. The Agreement may not be varied except by means of a written document signed by or on behalf of both parties.

23. Entire Agreement

- 23.1. This Agreement shall serve as the definitive and comprehensive accord between the parties pertaining to the subject matter herein, and shall override and replace all prior agreements, arrangements, and conventions between the parties with regard to said subject matter.
- 23.2. No party shall possess any recourse concerning any misrepresentation, whether documented or verbal, which it relied upon for the purpose of assenting to this Agreement. The stipulations set forth in this Clause shall be contingent upon the provisions of Clause 11.

24. Law and Jurisdiction

- 24.1. This Agreement shall be adjudicated, interpreted, and enforced in alignment with the laws of England and Wales. All disputes, controversies, claims, or differences arising out of, relating to, or having any connection with this Agreement, whether in contract, tort, or otherwise, shall be exclusively resolved and adjudicated by the competent courts located

in London, England, to which the parties irrevocably submit and waive any objections based on venue or convenience.

25. Interpretation

- 25.1. The headings of the Clauses herein are for reference only and shall not affect the interpretation of any of the terms of the Agreement.
- 25.2. References in the Agreement to “calendar months” are to the twelve (12) named periods (January, February and so on) into which a year is divided.
- 25.3. The headings of the Clauses contained herein serve merely as referential markers and shall not influence or determine the construal or explication of the provisions of the Agreement.

SCHEDULE 1 (HOSTED SERVICES PARTICULARS)

Description of Hosted Services

- **3D Liveness**

Facia 3D Liveness service functions based on using in-house state-of-the-art AI models that can verify a person's liveness from their face image/video. Facia liveness detection service provides an accuracy of 99.99%. The liveness detection real-time journey prevents identity theft attacks by performing various checks which includes Print Attack, Replay Attack, 3D Mask Attack, Camera Manipulation and Thermal Imaging Attack.

- **Face Match (1:1)**

Face Match (1:1) feature lets businesses cross validate a single image with another image/video in real-time. AI models can precisely detect the similarity between two provided face images to detect

any fraud. This can be utilized for access control, authentication, or any scenario requiring a high level of identity confirmation.

- **Face Enroll**

With Face Enroll service, customers can seamlessly enroll face images into Facia’s secure database. The process involves storing images which later can be used to find a person’s image. It is considered a fundamental step in setting up a robust and reliable authentication system.

- **Face Search (1: N)**

Face Search (1: N) feature enhances identification capabilities by allowing the system to search through a database for an identical match when presented with a facial image. This capability is valuable in scenarios where identification from a pool of individuals is required, such as public security, event management, or customer verification. The system matches the provided face image with all the existing entries & returns a match, if any.

- **Age Estimation**

Age Estimation service leveraging advanced facial analysis algorithms provides an insightful way to estimate the age of individuals based on facial features.

- **Account deduplication**

Facia allow the flexibility to address data integrity challenges with its account deduplication service. By employing facial recognition technology, the system identifies and resolves duplicate entries within accounts or databases. This service enables the clients to prevent certain risks as per their business requirements as well as restricts the users who attempt to verify themselves multiple times.

Client Infrastructure

The Client shall have the capacity to incorporate the Hosted Services into their respective web platforms or mobile application interfaces.

Financial Obligations

Notwithstanding any other provision contained herein, the Agreement shall only be effective upon the payment, by the Client to the Provider, of the setup fee and/or any ancillary Financial Obligations provided in the pertinent Sales Order.

Authorized Representatives

The Client shall ascertain that any directives proffered by the Client concerning the subjects envisaged in the Agreement are exclusively transmitted by a Client Representative to a Provider Representative. The Provider:

- a. shall regard such directives as being duly sanctioned by the Client; and

- b. reserves the right to eschew compliance with any divergent directives pertaining to that topic.

Notices

For the transmission of any contractual communications, the Client is mandated to engage with the Provider at: legal@facia.ai

SCHEDULE 2 (AVAILABILITY SLA)

1. Preamble

- 1.1. Schedule 2 delineates the Provider's obligations pertaining to the accessibility of the Hosted Services.
- 1.2. Within the purview of this Schedule 2, the term "uptime" is defined as the quantifiable percentage during a stipulated interval wherein the Hosted Services remain operational at the juncture connecting the public internet and the Provider's network infrastructure.

2. Service Availability

- 2.1. The Provider is duty-bound, employing all judicious efforts, to ascertain that the uptime of the Hosted Services meets or exceeds a threshold of 99% for every individual calendar month.

- 2.2. The onus of assessing and quantifying uptime rests with the Provider, and such assessment shall be executed employing any methodology deemed rational and judicious.
- 2.3. Upon the Client's formal written requisition, the Provider shall furnish the Client with written documentation detailing the uptime metrics for each calendar month, and such documentation shall be provided within a window of ten (10) Business Days post receipt of the said requisition from the Client.

3. Exemptions

- 3.1. Any service interruption or downtime, whether directly or tangentially induced by any of the enumerated scenarios below, shall be extricated from the computations assessing the Provider's adherence to the uptime commitment specified in Paragraph 2.1:
 - a. a Force Majeure Event;
 - b. any malfunction or operational lapse of the Provider's hosting infrastructure;
 - c. any malfunction or breakdown of the Client's computational apparatus or networking infrastructure;
 - d. any infractions by the Client of the stipulations of the Agreement; or
 - e. periodic maintenance endeavors executed in consonance with the Agreement.

SCHEDULE 3 (MAINTENANCE SLA)

1. Preamble

- 1.1. This Schedule 3 delineates the service standards pertinent to the Maintenance Services.

2. Scheduled Maintenance

- 2.1. Subject to feasibility, the Provider is obligated to furnish the Client with no less than ten (10) Business Days' advance written notification regarding any forthcoming Maintenance Services that might impede the availability or materially and adversely affect the Hosted Services. Such notice shall be without prejudice to the Provider's other notification mandates as prescribed in this Schedule 3.
- 2.2. The Provider shall endeavour, to the greatest extent feasible, to execute all stipulated Maintenance Services beyond Business Hours.

3. Updates

- 3.1. The Provider is bound to deliver to the Client a formal written communication pertaining to the instatement of any security Update on the Platform, along with a minimum of ten (10) Business Days' advance written notification for the instatement of any non-security Update on the Platform.
- 3.2. The Provider's obligations with respect to the application of Updates to the Platform are as follows:
 - a. Security Updates emanating from third-party sources shall be instituted on the Platform expeditiously post their release by the pertinent third party. Notwithstanding, the Provider shall exercise judicious discretion in determining the non-application of any specific third-party security Update.
 - b. The Provider's indigenous security Updates will be integrated into the Platform promptly subsequent to the recognition of the associated security vulnerability and the successful validation of the pertinent Update.
 - c. Diverse Updates will be integrated into the Platform consistent with any schedule communicated by the Provider to the Client or as collaboratively settled by the parties periodically.

4. Upgradation

- 4.1. At a minimum, during the Term, the Provider reserves the right to introduce Upgrades once in each calendar year.
- 4.2. The Provider is mandated to accord the Client a minimum of ten (10) Business Days' advance written notice prior to the instatement of an Upgrade on the Platform.
- 4.3. Each Upgrade will be integrated into the Platform within a timeframe either communicated by the Provider to the Client or as bilaterally ratified in writing.

SCHEDULE 4 (SUPPORT SLA)

1. Preamble

- 1.1. This Schedule 4 delineates the service standards pertaining to the Support Services.

2. Help Desk Provisions

- 2.1. The Provider covenants to furnish the Client with a help desk in strict compliance with the terms stipulated in this Schedule 4.
- 2.2. The Client is permitted to utilize the help desk exclusively for the intent of soliciting and, where pertinent, availing the Support Services; and the Client is expressly prohibited from deploying the help desk for any extraneous purpose.
- 2.3. The Provider is under obligation to guarantee that the help desk can be reached via electronic mail, utilization of Provider's internet-based chat interface, and, in instances where the aforementioned are inoperative, through telephonic communication or Skype communication.
- 2.4. The Provider is mandated to ascertain that the help desk remains functional and is furnished with sufficient personnel during Business Hours. Furthermore, the Provider is duty-bound to proffer a telephonic contact for the Client to communicate pressing concerns beyond the scope of Business Hours.
- 2.5. The Client undertakes the responsibility to confirm that all solicitations for Support Services it intends to make are channelled exclusively through the help desk.

3. Response and Remediation Protocols

- 3.1. Issues brought forth via the Support Services shall be classified as:

Urgent: The Hosted Services become non-functional, or an elemental functionality of the Hosted Services is rendered inaccessible;

Normal: An elemental functionality of the Hosted Services experiences hindrance, where such hindrance does not escalate to a grave concern; or a supplementary functionality of the Hosted Services undergoes pronounced disruption.

- 3.2. The Provider, exercising judicious discretion, shall demarcate the category into which a particular issue aligns.
- 3.3. The Provider commits to ensuring that its rejoinder to a solicitation for Support Services embodies the succeeding information (provided such information bears relevance to the solicitation): a confirmation of the solicitation's reception, a preliminary analysis concerning any disclosed malfunction, and a projected chronology for undertaking corrective actions in relation to the solicitation.

4. Support Levels

Support Type	Response Time, within within Business Days		Resolution Time, within Business Days
Basic	Normal:	3	5
	Urgent:	1	
Priority	Normal:	2	1
	Urgent:	1	

5. Stipulation for the Tendering of Support Assistance

- 5.1. The Support Services shall be rendered from a remote location, unless an alternative modality is mutually confirmed in written documentation by the parties.

6. Restrictions Pertaining to Support Services

- 6.1. Notwithstanding the particular Support Category selected by the Client, should the cumulative Business Hours expended by the Provider's personnel in dispensing the Support Services within any given calendar month surpass twenty (20) hours:
- a. the Provider's obligation to extend Support Services to the Client for the remainder of said calendar month shall be nullified;
 - b. the Provider may, at its discretion, consent to offer Support Services to the Client for the residual duration of the aforementioned calendar month, albeit potentially contingent upon the imposition of supplementary Charges.
- 6.2. The Provider is under no compulsion to proffer Support Services concerning any discrepancies resultant from:
- a. the Client's unauthorized utilization of the Hosted Services; or
 - b. any modifications to the Hosted Services executed devoid of the Provider's antecedent approval.

SCHEDULE 5 (DATA PROCESSING INFORMATION)**1. Categories of Data Subject**

- a. Client's Face data

2. Purposes of Processing

All Personal Data will be used to ensure liveness, facial authentication, face matching, face search, age estimation.

3. Security Measures for Personal Data

All pertinent data is conveyed utilizing Secure Sockets Layer (SSL) and is conserved within secure data repositories compliant with SSAE standards and accredited by ISO. All personal data is safeguarded with utmost precision utilizing either AES 256-bit encryption or SHA-256 cryptographic hash algorithm to ensure paramount protection; moreover, TLS encryption is employed for the encryption of data during its transit phase.