VOICEKEY SOFTWARE AS A SERVICE AGREEMENT

IMPORTANT- PLEASE READ THIS VOICEKEY SOFTWARE AS A SERVICE AGREEMENT (SaaS) (THIS "AGREEMENT") CAREFULLY BEFORE CONTINUING REGISTRATION. BY CLICKING THE "I ACCEPT" BUTTON AGREEMENT YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BACKGROUND

(A) The Supplier has developed certain software applications and platforms providing an artificial intelligence voice biometric concept which it makes available to subscribers on a cost per enrolled user for the purpose of providing the Voicekey Biometric Product.

(B) The Customer wishes to use the Supplier's Service in its business operations.

(C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's Service subject to the terms and conditions of this Agreement.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Annual Software Support: To commence upon contract signature and is inclusive as part of the SaaS and the agreed SaaS Pricing.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information including but not limited to:

(1)   All know-how and algorithms relative to the Voicekey Biometric Product; and
(2)   all other technical or commercial information that:
> (i)   in respect of information provided in documentary format or by way of a model or in other tangible form, at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and
> (ii)   in respect of information that is imparted orally, any information that the disclosing party or its representatives informed the receiving party at the time of disclosure was imparted in confidence; and
(3)   any copy of any of the foregoing.

Customer: the user of the Services

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Default: the failure to fulfil any of the material obligations under this Agreement.

Effective Date: the date of this Agreement.

Enrolled User: a single individual

Renewal Period: annually, renewed automatically on the anniversary of the Effective Date providing Service continues to be used at agreed upon volumes.

Services: the provision of the Voicekey services by the Supplier to the Customer under this Agreement.

Supplier: VOICEKEY LIMITED incorporated and registered in England and Wales with company number 07240722 whose registered office is at 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ**.**

Term: from effective date, renewing automatically on an annual basis unless Service cancelled subject to a one year minimum service term.

VoiceKey Software License Fee means the fee per enrolled user payable by Customer to Supplier for the Service.

1.2 clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) [and that person's legal and personal representatives, successors or permitted assigns].

1.4 a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 a reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.8 a reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1. **GRANT OF RIGHTS**

   a) Upon Voicekey's acceptance of your order and for the duration of the Term, you have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for your use subject to the terms of the Agreement.

   b) You agree that you do not acquire under the Agreement any license to use the Voicekey programs in excess of the scope and/or duration of the Services.

   c) Upon the end of the Agreement or the Services thereunder, your right to access or use the Voicekey programs specified in the ordering document and the Services shall terminate.

2. **OWNSERSHIP & RESTRICTIONS**

   a) You retain all ownership and intellectual property rights in and to your data.

   b) Voicekey or its licensors retain all ownership and intellectual property rights to the Services and Voicekey programs.

   c) Voicekey retains all ownership and intellectual property rights to anything developed and delivered under the agreement.

3. INDEMNIFICATION

a) If a third party makes a claim against either you or Supplier that any information, design, specification, instruction, software, service, data, or material ("Material") furnished by either you or the Supplier infringes its intellectual property rights, the Customer, at its sole cost and expense, will defend the Supplier against the claim and indemnify the Supplier from any damages, liabilities, costs and expenses awarded by any court to the third party claiming infringement.

b) The Supplier will not indemnify the Customer to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by the Supplier, or (ii) any material from a third party portal or other external source that is accessible to you within or from the service (e.g., a third party Web page accessed via a hyperlink).

c) Voicekey will not indemnify the Customer to the extent that an infringement claim is based upon any products or services not provided by Voicekey.

d) Voicekey will not indemnify the Customer for infringement caused by your actions against any third party if the Services as delivered to you and used in accordance with the terms of the Agreement would not otherwise infringe any third party intellectual property rights.

4. END OF AGREEMENT

a) Services provided under this Agreement shall be provided for the Term unless earlier terminated in accordance with the agreement. The term of the Services and any renewal years are collectively defined as the "Services Term."

b) Termination of the Services after the period of one year shall require a written notice of termination giving at least six months advance notice.

c) At the end of the Services Term, all rights to access or use the Services shall end.

d) If either party breaches a material term of this agreement and fails to correct the breach within 30 days of being given written notice of the breach, then the breaching party is in default and the non-breaching party may terminate the Agreement under which the breach occurred. If Voicekey ends the Agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for the services ordered under the agreement.

e) You agree that if you are in Default under the agreement, you may not use the services ordered.

5. FEES

a) You agree to pay for all Services ordered as defined in this agreement. All fees due under the Agreement are non-cancellable and the sums paid non-refundable.

b) The Voicekey Software License Fee will be paid on a monthly subscription basis from the date of this Agreement. This fee will be based upon the AWS cost per enrolment per hour at lowest charging rate within AWS Marketplace or by separate private offering within AWS Marketplace, which will then become a Schedule to this Agreement.

c) Professional Services can be procured from Voicekey Limited directly for Design, Consultancy, Integration, Customisation of Voicekey, The Product by separate quotation.

d) The Customer has the option to agree to a fixed fee for the three year Term. Should this option be exercised, then the Customer will be required to adhere to a three year service Term.

e) It is agreed that after the initial Term of 1 year, the Supplier reserves the right to review the fees payable under this Agreement.

6. CONFIDENTIALITY

a) By virtue of the agreement, the parties may have access to information that is confidential to one another ("confidential information"). The parties each agree to disclose only information that is required for the performance of their obligations under the agreement.

b) Confidential information shall be limited to the terms and pricing under the agreement, your data residing in the services environment, information on product and integration capabilities and all information clearly identified as confidential at the time of disclosure.

c) Confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

d) We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure.

e) We each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorised disclosure in a manner no less protective than under the agreement.

f) Voicekey will protect the confidentiality of your data residing in the services environment in accordance with the Voicekey security practices.

g) Nothing shall prevent either party from disclosing the terms or pricing under the agreement in any legal proceeding arising from or in connection with the agreement or from disclosing the confidential information to a governmental entity as required by law.

7. ENTIRE AGREEMENT

a) You agree that the agreement (including the information which is incorporated into the agreement by written reference (including reference to information contained in a URL or referenced policy), is the complete agreement for the services ordered by you, and that the agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services.

b) If any term of the agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the agreement.

c) The agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Voicekey Store by authorised representatives of you and of Voicekey.

8. ERROR REPORTING & SOFTWARE SUPPORT

a) Voicekey agrees to use reasonable commercial efforts to correct all verifiable and reproducible "Errors". For the purposes of this Agreement, "Error" means a substantial failure of the Software to conform to the material functional specifications contained within the Documentation, and "Error Correction" means either a software modification or addition in Executable Code that when made or added to the Software, establishes material conformity of the Software to the material functional specifications, or a procedure or routine that, when included in the regular operation of the Software, eliminates the practical adverse effect on the End User of such nonconformity. Upon delivery of an Error Correction to The Customer, such Error Correction shall be considered to be a part of the Software.

b) Voicekey shall not be responsible for correcting Errors resulting from misuse, negligence, revision, modification, or use of the Software or any portion thereof by the Customer or any other person or entity.

c) The Customer shall promptly notify Voicekey of all reported Errors encountered.

d) The Customer has access to web based or telephone based support for any Voicekey Software support. Voicekey's support personnel shall be trained and qualified to resolve Software problems. Voicekey's support personnel will provide remote services, whereby Voicekey's will be able to access to The Client's systems and provide the necessary assistance related to The Client's use of Software. During standard business hours of 9:00 am thru 6:00 pm GMT Monday to Friday (with the exception of public holiday's) Voicekey's staff shall acknowledge to The Customer its reported problem or issue (collectively a "Problem") and within two hours of The Customer having reported said Problem to Voicekey, Voicekey shall provide to the Customer an estimated resolve time or remedy to the Problem. Any Problem, which is acknowledged but not remedied within four hours of The Customer reporting it to Voicekey shall be escalated to Voicekey's senior management in order to deal with.

e) Any support required outside of the standard business hours as detailed in Clause 8(d) shall be only by separate agreement between the parties.

f) The above software support is to be included within the Fees.

9. LIMITATION OF LIABILITY

a) It is agreed that Voicekey shall not be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of revenue or profits (excluding fees under the agreement), data, or data use.

b) Voicekey's maximum liability for any damages arising out of or related to this software as a service agreement or your order, whether in contract or tort, or otherwise, shall in no event exceed, in the aggregate, the total amounts actually paid to Voicekey for the services under the order that is the subject of the claim in the twelve (12) month period immediately preceding the event giving rise to such claim.

10. DATA PROTECTION

a) In performing the services, Voicekey will comply with all applicable Data Protection Legislation along with and it's Voicekey Privacy Policy, which is available at www.voicekey.co.uk. The Voicekey Privacy Policy is subject to change at Voicekey's discretion; however, the Voicekey policy changes will not result in a material reduction in the level of protection provided for your data during the period for which fees for the services have been paid.

b) You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.

11. NON PARTNERSHIP

Voicekey is an independent contractor and both parties agree that no partnership, joint venture, or agency relationship exists between us.

12. ASSIGNMENT

You may not assign the agreement or give or transfer the services or an interest in them to another individual or entity.

13. FORCE MAJEURE

a) Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.

b) Both parties shall use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the services.

14. SERVICES TOOLS

a) Voicekey may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the services and to help resolve any Voicekey service requests. These tools will not collect, report or store any of your data residing in the service production environment, except as necessary to troubleshoot service requests or other problems in the service. Data collected by the tools (excluding production data) may also be used to assist in managing Voicekey's product and service portfolio and for license management.

b) Statistical Information - Voicekey may compile statistical information related to the performance of the services, and may make such information publicly available, provided that such information does not incorporate your data and/or identify your confidential information or include your company's name. Voicekey retains all intellectual property rights in such information.

Agreed by the Parties through their authorised signatories:

For and on behalf of
Voicekey Limited

_____
Signed

_____
Print name

_____
Title

_____
Date

For and on behalf of
The Customer

_____
Signed

_____
Print name

_____
Title

Date