

## END USER LICENSE AGREEMENT

This End User License Agreement (“**Agreement**”) is between Trustmatic s.r.o (“**Trustmatic**”) and you, the individual or entity accessing, installing or using the licensed software and any associated documentation (“**You**”). The terms also apply to documentation for the application programming interfaces (collectively the “**APIs**”) and any software code provided by Trustmatic in conjunction with such documentation. The software code, documentation, APIs, and other materials made available by Trustmatic are collectively referred to in this Agreement as the software development kit (“**SDK**”). This Agreement defines each party’s rights in with respect to the SDK.

**BY DOWNLOADING, INSTALLING, ACCESSING OR OTHERWISE USING THE SDK, YOU ACCEPT THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, DO NOT INSTALL, ACCESS OR USE THE SDK.**

### 1. Grant of License

Subject to the terms and conditions of this Agreement, Trustmatic grants You a non-exclusive, non-transferable, limited, revocable license to use the SDK for the sole purpose of integrating it into your application(s) to connect with Trustmatic’s biometric identity verification server:

- a. You may make a limited number of copies of any Component to be used by Your employees or consultants for development purposes only, and not for general business purposes or for distribution.
- b. You may use the SDK solely to develop, test and distribute Your application(s) that interact with Trustmatic’s biometric identity verification services.

### 2. Restrictions on Licensed Rights

- a. You will not:
  - i. modify, disassemble, decompile, or reverse engineer any part of the SDK;
  - ii. copy (except for backup purposes and with all labeling and copyright notices intact) or otherwise reproduce the SDK, in whole or in part;
  - iii. modify, adapt, alter, translate, or incorporate into or with other software or create a derivative work of any part of the SDK, except as expressly permitted herein;

- iv. remove, modify, or otherwise tamper with notices or legends on the SDK or any labeling on any physical media;
- v. use the SDK in any manner to provide service bureau, time sharing, or other computer services to third parties;
- vi. distribute the SDK (other than the incorporation of distributable elements of the SDK in Your Developed Programs in accordance with the terms of this Agreement);
- vii. disclose the results of any performance benchmarks or similar testing of the SDK to any third party without Trustmatic's prior written consent;
- viii. sublicense, sell, rent, lease, distribute, or otherwise transfer the SDK to any third party without prior written consent from Trustmatic;
- ix. publish the SDK for others to copy; or
- x. use the SDK to develop applications for other platforms or to develop another SDK.

b. In addition, You will not:

- i. use Trustmatic's trademarks to market Your services without written permission of Trustmatic;
- ii. use Trustmatic's trademarks in a way that suggests Your services come from or are endorsed by Trustmatic;
- iii. use the SDK to create, develop, or use any program, software, or service which (1) takes away the functionality of Trustmatic products or other Trustmatic software; (2) exposes and/or discloses header file information; (3) contains any viruses, Trojan horses, worms, logic bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (4) when used in the manner in which it is intended, violates any applicable law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination, false advertising, or data privacy); or (5) interferes with the operability of other Trustmatic or third-party programs or software; or
- iv. modify, distribute, or convey the SDK so that the SDK becomes subject to any license which requires, as a condition of license, use, modification,

distribution, or conveyance, that (1) the code be disclosed or distributed in source code form; (2) others have the right to modify or create derivative works of it; and/or (3) it becomes redistributable at no charge.

c. You will:

- i. distribute the object code under the terms and conditions of an end user license agreement which requires that end-users not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the SDK, Trustmatic file formats, Trustmatic protocols, and/or any part thereof; and which requires end-users to indemnify, defend, and hold harmless Trustmatic from any claims, including attorneys' fees, related to the distribution or use of Your Developed Programs;
- ii. include on each copy You distribute all applicable copyright and trademark notices;
- iii. be solely responsible to Your customers for any update or support obligation or other liability which may arise from such distribution;
- iv. not make any statements that Your Developed Program is "certified," or that its performance is guaranteed, by Trustmatic;
- v. remain at all times responsible and liable for the misuse of the SDK by Your employees and consultants.

### **3. Ownership of Intellectual Property**

The SDK and any authorized copies that You make are the intellectual property of, and all rights therein are owned by, Trustmatic. The structure, organization, and code of the SDK are valuable trade secrets and confidential information of Trustmatic. The SDK is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. You agree to protect Trustmatic's copyright and other ownership interests in all items in the SDK. You agree that all copies of items in the SDK reproduced for any reason by You will contain the same copyright, trademark, and other proprietary notices as in the SDK. Trustmatic retains all right, title, and ownership throughout the world in the intellectual property embodied within the SDK. Except as stated herein, this Agreement does not grant You any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in the SDK, and all rights not expressly granted are reserved by Trustmatic.

### **4. Support**

Trustmatic is not obligated to provide any technical or other support (“**Support**”) for the SDK. However, if Trustmatic chooses to provide any Support to You, Your use of such Support will be governed by then-current Trustmatic policies.

## **5. Feedback**

With respect to any technical or other information You provide to Trustmatic (whether oral or written) in connection with the SDK (including but not limited to reporting errors, or making suggestions for improvements or changes to the SDK), You agree that Trustmatic has a perpetual, irrevocable, unrestricted right to use such information for its business purposes, including for product support and development. Trustmatic will not use such information in a form that personally identifies You.

## **6. Upgrades; End of Life**

Trustmatic is not obligated to provide any upgrades or future versions of the SDK. Trustmatic reserves the right to discontinue offering the SDK, or to modify the SDK at any time, in its sole discretion. If You are dissatisfied with any aspect of the SDK at any time, Your sole and exclusive remedy is to cease using the SDK.

## **7. EXPORT RESTRICTIONS**

YOU MUST COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO THE SOFTWARE, WHICH INCLUDE RESTRICTION ON DESTINATIONS, END USER AND END USE You acknowledge and agree that You will not import, export, or re-export, directly or indirectly, the SDK or related information to any country in violation of the laws and regulations of any applicable jurisdiction You further agree to defend, indemnify, and hold harmless Trustmatic, its affiliates, and their respective directors, officers, employees, agents and representatives from any losses, costs, claims, or other liabilities arising out of your breach of this Section.

## **8. Data Collection**

By using the SDK, you agree that the collection, storage, and use of any personal data captured through your application/services using the SDK components (e.g., ID auto-capture, selfie auto-capture, NFC chip reading) must comply with applicable privacy and data protection laws. You must obtain the necessary consents from users of your application before collecting or processing any personal data. You agree that You will protect the privacy and legal rights of Your users, prominently display a privacy policy that describes to Your users the information that is collected by You and Your application and how such information is used and shared. You will maintain and process all user data in accordance with Your privacy policy and all applicable laws and regulations in any countries in which Your

application is distributed or used. If You use the SDK to run applications developed by a third party or that access data, content, or resources provided by a third party, You agree that Trustmatic is not responsible for those applications, data, content, or resources. You understand that all data, content, or resources which You may access through such third-party applications are the sole responsibility of the person from which they originated and that Trustmatic is not liable for any loss or damage that You may experience as a result of the use or access of any of those third-party applications, data, content, or resources. Trustmatic may collect certain data through the SDK, including, but not limited to, advertising identifiers, associated IP addresses, geolocation (if made available by You), version number of the SDK, and information on which tools and/or services in the SDK are being used and how they are being used. Unless You expressly opt-out of allowing this use, this information will be collected and used in accordance with Trustmatic's Privacy Policy, which can be accessed at <https://trustmatic.com/trustmatic-privacy-policy>

## **9. Trademark License**

Nothing in this Agreement gives you a right to use any of Trustmatic's trade names, trademarks, service marks, logos, domain names or other distinctive brand features. You agree that you will not adopt, use or attempt to register, whether as a corporate name, domain name, product name, trademark, service mark or other indication of origin, any trademark of Trustmatic or any mark that is confusingly similar to or will dilute the distinctive nature of the Trustmatic trademarks. You also agree that you will not include the term "Trustmatic" as part of the name for any application that you develop using the SDK.

## **10. Modifications Notices**

Trustmatic may change this Agreement by giving You notice before the change is in force. If You do not agree to these changes, then You must cancel and stop using the SDK before the changes are in force. If You do not stop using the SDK, then Your use of the SDK will continue under the changed Agreement. Trustmatic may give notices to You, at Trustmatic's option, by posting on any portion of the Trustmatic website <https://trustmatic.com> or by electronic mail to any email address provided by You to Trustmatic.

## **11. Term and Termination**

This Agreement is effective until terminated. Trustmatic has the right to terminate this Agreement immediately if You fail to comply with any term of this Agreement. Despite anything contained in this Agreement to the contrary, Trustmatic may, in its sole discretion, terminate or suspend access to the SDK at any time. You acknowledge that termination of Your rights and/or monetary damages may not be a sufficient remedy if You breach this

license and that Trustmatic will be entitled, without waiving any other rights or remedies, to seek injunctive or equitable relief in the event of a breach. Upon any termination of this Agreement, You must (a) destroy or return to Trustmatic all full and partial copies of the SDK and (b) discontinue distribution of any Developed Programs. Sections 2, 3, 5, 7, 8 and 11-17, along with any other provisions that would reasonably be deemed to survive termination, shall survive any termination and/or expiration of this Agreement.

## **12. DISCLAIMER OF WARRANTIES**

THE SDK IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. TRUSTMATIC DISCLAIMS ALL WARRANTIES – STATUTORY, EXPRESS OR IMPLIED – INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TRUSTMATIC PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES WITH RESPECT TO YOUR USE OF THE SDK. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE.

## **13. Allocation of Risk**

You and Trustmatic agree that the foregoing warranty disclaimer and limitation of liability set forth below, respectively, fairly allocate the risks in the Agreement between the parties. You and Trustmatic further agree that this allocation is an essential element of the basis of the bargain between the parties, that Trustmatic would not have entered this Agreement without these limitations, and that the limitations will apply notwithstanding any failure of the essential purpose of this Agreement or any limited remedy hereunder.

## **14. Limitation of Liability**

IN NO EVENT SHALL TRUSTMATIC BE LIABLE TO YOU FOR ANY LOST PROFITS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES. TRUSTMATIC’S CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE ACTUAL AMOUNTS PAID BY YOU TO TRUSTMATIC FOR THE SDK .

## **15. Indemnity**

To the maximum extent permitted by law, You agree to defend, indemnify, and hold harmless Trustmatic, its affiliates, and their respective directors, officers, employees, agents and representatives from and against any and all claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees), arising out of or allegedly based (in whole or in part) on: (a) Your use of the SDK; (b) any of Your applications using the SDK that infringes any copyright, trademark, trade secret, trade dress, patent, or other intellectual property right of any person, or defames any

person or violates their rights of publicity or privacy; (c) any violation by You of any applicable law or regulation; or (d) any non-compliance by You with the terms of this Agreement.

## **16. Applicable Law; Venue**

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any disputes arising from this Agreement will be subject to the exclusive jurisdiction of the courts in the Province of British Columbia.

## **17. General Provisions**

This Agreement is not assignable or transferable, in whole or in part, by You, whether involuntarily, by merger, operation of law or otherwise, without Trustmatic's prior written consent. Any attempted transfer in violation of this Section is void. A waiver of any default hereunder or of any of the terms and conditions of this Agreement will not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but will apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement will be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited by this Agreement. Captions in this Agreement are for the convenience of the parties only and will not affect the interpretation or construction of this Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable, such provision will be severed from the remainder of this Agreement, and such remainder will remain in force and effect. The parties agree to replace any such invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior and/or simultaneous representations, discussions, negotiations and agreements relating to the SDK, whether written or oral.