

Software Licence Agreement

Effective starting: 5th June 2019

This Tocalabs Software Licence Agreement (this “**Agreement**”) is between you and Tocalabs Ltd (a company incorporated in England, United Kingdom with registered number 11396834 and whose registered office is at 5th Floor, One New Change, London EC4M 9AF) (“**Tocalabs**”, “**we**” or “**us**”). “**You**” means the entity you represent in accepting this Agreement or, if that does not apply, you individually. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to the terms of this Agreement on behalf of the party that you represent. If you don’t have the legal authority to bind your employer or the applicable entity please do not click “I agree” (or similar button or checkbox) that is presented to you. PLEASE NOTE THAT IF YOU SIGN UP FOR THE SOFTWARE USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (C) THE WORD “YOU” IN THIS AGREEMENT WILL REFER TO YOUR EMPLOYER OR THAT ENTITY.

The “**Effective Date**” of this Agreement is the date which is the earlier of (a) your initial access to or use of the Software (as defined below) or (b) the effective date of the first Order referencing this Agreement.

By clicking on the “I agree” (or similar button or checkbox) that is presented to you at the time of your Order, or by using or accessing the Software, you indicate your assent to be bound by this Agreement. If you do not agree to this Agreement, do not use or access the Software.

1. Scope of Agreement

1.1. Software. This Agreement governs your initial purchase of Tocalabs’ Software, Support and Maintenance for the Software, and any Additional Services, as well as any future purchases made by you that reference this Agreement. This Agreement includes each Order. The Software and its permitted use are further described in the Documentation. The term “**Software**” includes Documentation unless otherwise specified.

1.2. Cloud Products. This Agreement does not apply to Tocalabs’ hosted or cloud-based solutions, use of which requires a separate agreement with Tocalabs.

2. Accounts; Authorised Users

2.1. Account Registration. You must register for an account with us in order to place Orders or access or receive Software. Your registration information must be accurate, current and complete. You must keep your registration current so that we may send notices, statements and other information to you by email or through your account. You are responsible for all actions taken through your account, including Orders

made. If you order Software through a Reseller, then you are solely responsible for (i) any access by Reseller to your account and (ii) any related rights or obligations in your applicable agreement with the Reseller.

2.2. Authorised Users. Only Authorised Users may access and use the Software. Some Software may allow you to designate different types of Authorised Users, in which case pricing and functionality may vary according to the type of Authorised User. You are responsible for compliance with this Agreement by all Authorised Users, including what Authorised Users do with your data, and for all fees incurred by Authorised Users (or from adding Authorised Users). All use of Software must be solely for the benefit of you or your Affiliates (except as expressly permitted in Section 2.3 below) and must be within the Scope of Use.

2.3. Secondary Users. As may be further described in the Documentation, certain Software may be used as part of your support (or similar) resources related to your own products. Subject to the terms of this Agreement, you may grant your own customers' end users ("**Secondary Users**") limited rights to use the Software solely so that they may view and interact with such resources. You may not permit Secondary Users to use the Software for purposes unrelated to supporting your own offerings or grant Secondary Users administrator, configuration or similar use of the Software. You may not charge Secondary Users a specific fee for use of the Software but you may charge an overall fee for your own offerings. You are responsible under Section 2.2 (Authorised Users) for all Secondary Users as "**Authorised Users**" and are otherwise solely responsible for your own products, support offerings and Secondary relationships. Notwithstanding anything to the contrary in this Agreement, Tocalabs has no direct or indirect warranty, indemnity or other liability or obligations of any kind to Secondary Users.

3. Use of the Software

3.1. Your Licence Rights. Subject to the terms of this Agreement, Tocalabs grants you a non-exclusive, non-sublicensable and non-transferable licence to install and use the Software during the applicable Licence Term for your own business purposes, in accordance with this Agreement, your applicable Scope of Use, the Documentation and all Laws.

3.2. Restrictions. Except as otherwise expressly permitted in this Agreement, you will not: (a) reproduce, modify, adapt or create derivative works any part of the Software; (b) rent, lease, distribute, sell, sub licence, or transfer the Software to a third party; (c) interfere with or otherwise circumvent mechanisms in the Software intended to limit your use; (d) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (e) remove or obscure any proprietary or other notices contained in the Software; (f) use the Software for competitive analysis of the Software or to build competitive products; (i) publicly disseminate information regarding the performance of the Software; or (g) encourage or assist any third party to do any of the foregoing.

3.3. Number of Instances. Unless otherwise specified in your Order, for each Software licence that you purchase, you may install one (1) production instance of the Software on systems owned or operated by you or one of your Authorised Users.

3.4. Attribution. In any use of the Software, you must not remove, obscure, or alter in any way the following attribution to Tocalabs on all user interfaces to the Software: “Powered by Tocalabs,” which must in every case include a hyperlink to <https://tocabot.io/>, and which must be in the same format as delivered in the Software.

3.5. System Requirements. You are solely responsible for ensuring that your systems meet the hardware, software and any other applicable system requirements for the Software as specified in the Documentation. Tocalabs will have no obligations or responsibility under this Agreement for issues caused by your use of any third-party hardware or software not provided by Tocalabs.

3.6. Indemnification by You. You will defend, indemnify and hold harmless Tocalabs from and against any loss, cost, liability or damage (including reasonable legal fees and costs) arising from or relating to any claim brought against Tocalabs (a) arising from or related to your breach of Section 2.3 (Secondary Users) or any claims or disputes brought by Secondary Users arising out of their use of the Software; (b) by a third party related to your Customer Materials, as defined in Section 6.2(b); or (c) by a third party relating to any non-Tocalabs content or data used by you or your Secondary Users in connection with the Software. This indemnification obligation is subject to your receiving (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defence, or settlement of such claim; and (iii) all reasonably necessary cooperation of Tocalabs at your expense.

4. Third-Party Products.

4.1. Third Party Products. You (including your Authorised Users) may choose to use or procure other third-party products or services in connection with the Software or implementation, customisation, training or other services. Your receipt or use of any third-party products or services is subject to a separate agreement between you and the third-party provider. If you enable or use third-party products or services with the Software, you acknowledge that the third-party providers may access or use your data as required for the interoperation of their products and services with the Software. This may include transmitting, transferring, modifying or deleting your data, or storing your data on systems belonging to the third-party providers or other third parties. Any third-party provider’s use of your data is subject to the applicable agreement between you and such third-party provider. We are not responsible for any access to or use of your data by third-party providers or their products or services, or for the security or privacy practices of any third-party provider or its products or services. You are solely responsible for your decision to permit any third-party provider or third-party product or service to use your data. It is your responsibility to carefully review the agreement between you and the third-party provider, as provided by the applicable third-party provider. **TOTALABS DISCLAIMS ALL LIABILITY AND RESPONSIBILITY**

FOR ANY THIRD-PARTY PRODUCTS OR SERVICES (WHETHER SUPPORT, AVAILABILITY, SECURITY OR OTHERWISE) OR FOR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS OR VENDORS.

5. Our security and data privacy policies.

5.1. Security. We implement security procedures designed to help protect your data from security attacks.

5.2. Privacy Terms. Tocalabs may collect certain data and information from you and Secondary Users in connection with your and Secondary Users' use of the Software and otherwise in connection with this Agreement. All such data and information will be collected and used by Tocalabs in accordance with Tocalabs' Privacy Policy, which you acknowledge. You may disable data collection by the Software through the settings in the Software.

5.3. Improving Software. We are always striving to improve the Software. In order to do so, we use analytics techniques to better understand how our Software is being used. For more information on these techniques and the type of data collected, please read our Privacy Policy.

6. Tocalabs Commitments

6.1. Support and Maintenance. During the period for which you have paid the applicable Support and Maintenance fee, Tocalabs will provide Support and Maintenance for the Software. Support and Maintenance for Software includes access to New Releases, if and when available, and any references to "Software" in this Agreement include New Releases.

6.2. Additional Services. Subject to this Agreement, you may purchase Additional Services from Tocalabs, which Tocalabs will provide to you pursuant to the applicable Order. Additional Services may be subject to additional policies and terms as specified by Tocalabs.

(a) Tocalabs Deliverables. Tocalabs will retain all right, title and interest in and to any materials, deliverables, modifications, derivative works or developments that Tocalabs provides in connection with any Additional Services ("**Tocalabs Deliverables**"). You may use any Tocalabs Deliverables provided to you only in connection with the Software, subject to the same usage rights and restrictions as for the Software. For clarity, Tocalabs Deliverables are not considered Software, and any Software (including any New Release) is not considered a Tocalabs Deliverable.

(b) Customer Materials. You agree to provide Tocalabs with reasonable access to your materials, systems, personnel or other resources (including your instances of the Software) as reasonably necessary for Tocalabs' provision of Additional Services ("**Customer Materials**"). If you do not provide Tocalabs with timely access to Customer Materials, Tocalabs' performance of Additional Services will be excused until you do so. You retain your rights in your Customer Materials, subject to Tocalabs' ownership of any underlying Software, Tocalabs Deliverables or other Tocalabs Technology. Tocalabs will use Customer

Materials solely for purposes of performing the Additional Services. You represent and warrant that you have all necessary rights in Customer Materials to provide them to Tocalabs for such purposes.

7. Licence Term, Returns and Payment

7.1. Licence Term and Renewals. The Licence Term, Support and Maintenance period, and Additional Services period will be indicated in the Order (as applicable). The Licence Term and any applicable service periods will commence on the Order date (unless a different start date is designated in the Order) and expire on the expiration date indicated in your account. Unless earlier terminated in accordance with this Agreement, each right to use Software will expire at the end of the applicable Licence Term. Unless you have selected the “Auto Renewal” option in your account, any renewals must be mutually agreed upon by the parties in writing. All renewals are subject to the applicable Software or Support and Maintenance continuing to be offered and will be charged at the then-current rates.

7.2. Delivery. We will deliver the applicable licence keys to your account no later than when we have received payment of the applicable fees. You are responsible for accessing your account to determine that we have received payment and your Order has been processed. All deliveries under this Agreement will be electronic. For the avoidance of doubt, you are responsible for installation of the Software, and you acknowledge that Tocalabs has no further delivery obligation with respect to the Software after delivery of the licence keys.

7.3. Return Policy. As part of our commitment to customer satisfaction, you may terminate your initial Order of the applicable Software under this Agreement, for no reason or any reason, by providing notice of termination and returning any applicable Software to Tocalabs no later than thirty (30) days after the Order date for such Software. In the event you terminate your initial Order under this Section 7.3, Tocalabs may disable the licence key that allowed the Software to operate and, at your request (which may be made through your account), Tocalabs will refund you the amount paid under such Order. This termination and refund right applies only to your initial Order and only if you exercise your termination right within the period specified above, and does not apply to Additional Services. You understand that Tocalabs may change this practice in the future.

7.4. Increased Scope of Use. During your Licence Term, you may increase your Scope of Use (e.g., adding Authorised Users, licences, copies or instances) by placing a new Order or, if made available by Tocalabs, directly through the applicable Software. Any increases to your Scope of Use will be subject to additional fees, as set forth in the applicable Order.

7.5. Payment. You will pay all fees in accordance with each Order, by the due dates specified in the Order. If a purchase order number is required in order for an invoice to be paid, then you must provide such purchase order number to Tocalabs by emailing the purchase order number to finance@tocabot.io. For Additional Services provided at any non-Tocalabs location, unless otherwise specified in your Order, you will reimburse us for our pre-approved travel, lodging and meal expenses, which we may charge as incurred. Other than as expressly set forth in Section 7.3 (Our return policy), Section 15 (IP Indemnification) or Section 18 (Changes to this Agreement), all amounts: (i) shall be paid in pounds

sterling; (ii) are non-refundable, non-cancellable and non-creditable; and (iii) are exclusive of VAT, which shall be added to the Order at the appropriate rate. You agree that we may bill your credit card or other payment method for renewals, additional users, expenses and unpaid fees, as applicable.

7.6. Reseller Orders. This Section 7.6 applies if you purchase the Software, Support and Maintenance or any Additional Services through an authorised partner or reseller of Tocalabs ("Reseller").

(a) Instead of paying Tocalabs, you will pay the applicable amounts to the Reseller, as agreed between you and the Reseller. Tocalabs may suspend or terminate your rights to use Software if Tocalabs does not receive the corresponding payment from the Reseller.

(b) Instead of an Order with Tocalabs, your order details (e.g., Software, Scope of Use and Licence Term) will be as stated in the order placed with Tocalabs by the Reseller on your behalf, and the Reseller is responsible for the accuracy of any such order as communicated to Tocalabs.

(c) If you are entitled to a refund under this Agreement, then unless otherwise specified by Tocalabs, Tocalabs will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to you.

(d) Resellers are not authorised to modify this Agreement or make any promises or commitments on Tocalabs' behalf, and Tocalabs is not bound by any obligations to you other than as set forth in this Agreement.

7.9. Future Functionality; Separate Purchases. You acknowledge that the Software and Additional Services referenced in an Order are being purchased separately from any of our other products or services. Payment obligations for any products or services are not contingent on the purchase or use of any of our other products (and for clarity, any purchases of Software and Additional Services are separate and not contingent on each other, even if listed on the same Order). You agree that your purchases are not contingent on the delivery of any future functionality or features (including future availability of any Software beyond the current Licence Term or any New Releases), or dependent on any oral or written public comments made by Tocalabs regarding future functionality or features.

8. Use of Tocalabs Developer Assets. Access to any Tocalabs APIs, SDKs or other Tocalabs developer assets is subject to the Tocalabs Developer Terms and not this Agreement.

9. Licence Certifications and Audits. At our request, you agree to provide a signed certification that you are using all Software pursuant to the terms of this Agreement, including the Scope of Use. You agree to allow us, or our authorised agent, to audit your use of the Software (including that of your Authorised Users). We will provide you with at least ten (10) days advance notice prior to the audit, and the audit will be conducted during normal business hours. We will bear all out-of-pocket costs that we incur for the audit, unless the audit reveals that you have exceeded the Scope of Use. You will provide reasonable assistance, cooperation, and access to relevant information in the course of any audit at your own cost. If you exceed your Scope of Use, we may invoice you for any past or ongoing excessive use, and you will pay

the invoice promptly after receipt. This remedy is without prejudice to any other remedies available to Tocalabs at law or equity or under this Agreement. To the extent we are obligated to do so, we may share audit results with certain of our third-party licensors or assign the audit rights specified in this Section 9 to such licensors.

10. Ownership and Feedback. The Software is made available on a limited licence or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “purchase” or “sale”. Tocalabs and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to Tocalabs Technology (including the Software). From time to time, you may choose to submit Feedback to us. Tocalabs may in connection with any of its products or services freely use, copy, disclose, licence, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits Tocalabs' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

11. Confidentiality. Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party (“**Receiving Party**”) by the disclosing party (“**Disclosing Party**”) constitute the confidential property of the Disclosing Party (“**Confidential Information**”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Tocalabs Technology and any performance information relating to the Software will be deemed Confidential Information of Tocalabs without any marking or further designation. Except as expressly authorised herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 11 and that the Receiving Party remains responsible for compliance by them with the terms of this Section 11. The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

12. Term and Termination

12.1. Term. This Agreement is effective as of the Effective Date and continues until expiration of all Licence Terms, unless earlier terminated as set forth herein.

12.2. Termination for Cause. Either party may terminate this Agreement (including all related Orders) if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

12.3. Termination for Convenience. You may choose to stop using the Software and terminate this Agreement (including all Orders) at any time for any reason upon written notice to Tocalabs, but, unless you are exercising your right to terminate early pursuant to Section 7.3 (Return Policy), upon any such termination (i) you will not be entitled to a refund of any pre-paid fees and (ii) if you have not already paid all applicable fees for the then-current Licence Term or related services period (as applicable), any such fees that are outstanding will become immediately due and payable.

12.4. Effects of Termination. Upon any expiration or termination of this Agreement, your Licence to the Software terminates (even if the Licence Term is identified as "perpetual" or if no expiration date is specified in your Order) and you must cease using and delete (or at our request, return) all Software and Confidential Information or other materials of Tocalabs in your possession, including on any third-party systems operated on your behalf. You will certify such deletion upon our request. If this Agreement is terminated by you in accordance with Section 12.2 (Termination for Cause), Tocalabs will refund you any prepaid Software fees covering the remainder of the then-current Licence Term after the effective date of termination. If this Agreement is terminated by Tocalabs in accordance with Section 12.2 (Termination for Cause), you will pay any unpaid fees covering the remainder of the then-current Licence Term after the effective date of termination. In no event will termination relieve you of its obligation to pay any fees payable to Tocalabs for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

12.5. Survival. The following Sections will survive any termination or expiration of this Agreement: 3.2 (Restrictions), 3.6 (Indemnification by You), 4.1 (Third Party Products), 7.5 (Payment), 7.6 (Taxes), 9 (Licence Certifications and Audits), 10 (Ownership and Feedback), 11 (Confidentiality), 12 (Term and Termination), 13.3 (Warranty Disclaimer), 14 (Limitation of Liability), 15 (IP Indemnification by Tocalabs) (but solely with respect to claims arising from your use of the Software during the Licence Term), 16 (Dispute Resolution), and 20 (General Provisions).

13. Warranties and Disclaimer

13.1. Mutual Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

13.2. Our Warranties. We warrant, for your benefit only, that we use commercially reasonable efforts to prevent introduction of viruses, Trojan horses or similar harmful materials into the Software (but we are not responsible for harmful materials submitted by you or Secondary Users) (the “Performance Warranty”). All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by Law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

13.3. Warranty Remedy. We will use commercially reasonable efforts, at no charge to you, to correct reported non-conformities with the Performance Warranty. If we determine corrections to be impracticable, either party may terminate the applicable Subscription Term. In this case, you will receive a refund of any fees you have pre-paid for use of the Hosted Product for the terminated portion of the applicable Subscription Term. The Performance Warranty will not apply: (i) unless you make a claim within thirty (30) days of the date on which you first noticed the non-conformity, or (ii) if the non-conformity was caused by misuse, unauthorised modifications or third-party products, software, services or equipment. Our sole liability, and your sole and exclusive remedy, for any breach of the Performance Warranty are set forth in this Section 13.

14. Limitations of Liability

14.1. Consequential Damages Waiver. EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

14.2. Liability Cap. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY’S AND ITS SUPPLIERS’ AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY YOU TO US UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

14.3. Excluded Claims. “**Excluded Claims**” means (1) amounts owed by you under any Orders; (2) your breach of Section 3.2 (Restrictions); and (3) claims for: (i) death or personal injury caused by the negligence of Tocalabs, its officers, employees, contractors or agents; (ii) fraud or fraudulent misrepresentation; or (iii) any other claim or liability which may not be excluded by Law.

15. IP Indemnification. We will defend you against any claim brought against you by a third party alleging that the Software, when used as authorised under this Agreement, infringes a patent right granted in the United States, Australia or a member nation of the European Union or a copyright registered in such a jurisdiction (a “**Claim**”), and we will indemnify you and hold you harmless against any damages and costs finally awarded on the Claim by a court of competent jurisdiction or agreed to via settlement executed by

Tocalabs (including reasonable legal fees), provided that we have received from you: (a) prompt written notice of the Claim; (b) reasonable assistance in the defence and investigation of the Claim, including providing us a copy of the Claim, all relevant evidence in your possession, custody, or control, and cooperation with evidentiary discovery, litigation, and trial, including making witnesses within your employ or control available for testimony; and (c) the exclusive right to control and direct the investigation, defence, and settlement (if applicable) of the Claim. Our indemnification obligations above do not apply: (1) if the Software is modified by any party other than Tocalabs, but solely to the extent the alleged infringement is caused by such modification; (2) if the Software is used in combination with any non-Tocalabs product, software, service or equipment, but solely to the extent the alleged infringement is caused by such combination; (3) to unauthorised use of Software; (4) to any Claim arising as a result of (y) circumstances covered by your indemnification obligations in Section 3.6 (Indemnification by You) or (z) any third-party deliverables or components contained with the Software; (5) to any unsupported release of the Software; or (6) if you settle or make any admissions with respect to a Claim without Tocalabs' prior written consent. THIS SECTION 15 STATES OUR SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY SOFTWARE OR OTHER ITEMS PROVIDED BY Tocalabs UNDER THIS AGREEMENT.

16. Publicity Rights. We may identify you as a Tocalabs customer in our promotional materials. We will promptly stop doing so upon your request.

17. Dispute Resolution

17.1. Informal Resolution. In the event of any controversy or claim arising out of or relating to this Agreement, the parties will consult and negotiate with each other and, recognising their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of sixty (60) days, either party may pursue relief as may be available under this Agreement pursuant to Section 17.2 (Governing Law; Jurisdiction). All negotiations pursuant to this Section 17.1 will be confidential and treated as compromise and settlement negotiations for purposes of all rules and codes of evidence of applicable legislation and jurisdictions.

17.2. Governing Law; Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

17.3. Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.

18. Changes to this Agreement.

18.1. Modifications Generally. We may modify the terms and conditions of this Agreement (including Tocalabs Policies) from time to time, with notice given to you by email, through the Software or through our website. Together with notice, we will specify the effective date of the modifications.

Paid Licences: Typically, when we make modifications to the main body of this Agreement (excluding the Tocalabs Policies), the modifications will take effect at the next renewal of your Licence Term and will automatically apply as of the renewal date. In some cases – e.g., to address compliance with Laws, or as necessary for new features – we may specify that such modifications become effective during your then-current Licence Term. If the effective date of such modifications is during your then-current Licence Term and you object to the modifications, then (as your exclusive remedy) you may terminate your affected Orders upon notice to us, and we will refund to you any fees you have pre-paid for use of the affected Software for the terminated portion of the applicable Licence Term. To exercise this right, you must provide us with notice of your objection and termination within thirty (30) days of us providing notice of the modifications. For the avoidance of doubt, any Order is subject to the version of this Agreement in effect at the time of the Order.

Tocalabs Policies: We may modify the Tocalabs Policies from time to time, including during your then-current Licence Term in order to respond to changes in our products, our business, or Laws. In this case, unless required by Laws, we agree not to make modifications to the Tocalabs Policies that, considered as a whole, would substantially diminish our obligations during your then-current Licence Term. Modifications to the Tocalabs Policies will take effect automatically as of the effective date specified for the updated policies.

19. General Provisions

19.1. Notices. Any notice under this Agreement must be given in writing. We may provide notice to you via email or through your account. You agree that any such electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Our notices to you will be deemed given upon the first business day after we send it. You will provide notice to us by post to Tocalabs Ltd, 2 Blagrove Street, Reading, Berks, United Kingdom RG1 1AZ, Attn: CEO. Your notices to us will be deemed given upon our receipt.

19.2. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a licence by a government agency.

19.3. Assignment. You may not assign or transfer this Agreement without our prior written consent. As an exception to the foregoing, you may assign this Agreement in its entirety (including all Orders) to your successor resulting from your merger, acquisition, or sale of all or substantially all of your assets or voting securities, provided that you provide us with prompt written notice of the assignment and the assignee agrees in writing to assume all of your obligations under this Agreement. Any attempt by you to transfer

or assign this Agreement except as expressly authorised above will be null and void. We may assign our rights and obligations under this Agreement (in whole or in part) without your consent. We may also permit our Affiliates, agents and contractors to exercise our rights or perform our obligations under this Agreement, in which case we will remain responsible for their compliance with this Agreement. Subject to the foregoing, this Agreement will inure to the parties' permitted successors and assigns.

19.4. Entire Agreement. This Agreement is the entire agreement between you and Tocalabs relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations between you and Tocalabs with respect to the Software or any other subject matter covered by this Agreement. No provision of any purchase order or other business form employed by you will supersede or supplement the terms and conditions of this Agreement, and any such document relating to this Agreement will be for administrative purposes only and will have no legal effect.

19.5. Conflicts. In event of any conflict between the main body of the terms of this Agreement and Tocalabs' Policies, Tocalabs' Policies will control with respect to their subject matter.

19.6. Waivers; Modifications. No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. Except as set forth in Section 18 (Changes to this Agreement), any amendments or modifications to this Agreement must be executed in writing by the authorised representatives of Tocalabs and you.

19.7. Third Party Rights. These Terms does not confer any rights on any person or party (other than the parties to these Terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

19.8. Interpretation. As used herein, "including" (and its variants) means "including without limitation" (and its variants). Headings are for convenience only. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions will continue in full force and effect.

19.9. Independent Contractors. The parties are independent contractors. This Agreement will not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give either party the express or implied right, power or authority to create any duty or obligation of the other party.

20. Definitions. Certain capitalised terms are defined in this Section 20, and others are defined contextually in this Agreement.

"Additional Services" means consulting or other services related to the Software provided to you by Tocalabs, as identified in an Order.

“Affiliate” means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of greater than 50% of the voting equity securities or other equivalent voting interests of the entity.

“Authorised Users” means the specific individuals whom you designate to use the applicable Software and for whom you have paid the required fees. Authorised Users may be your or your Affiliates’ employees, representatives, consultants, contractors, agents or other third parties who are acting for your or your Affiliates’ benefit or on your or your Affiliates’ behalf. Authorised Users also include any Secondary Users that you permit to use the Software.

“Documentation” means our standard published documentation for the Software.

“Feedback” means comments, questions, ideas, suggestions or other feedback relating to the Software, Support and Maintenance or Additional Services.

“Laws” means all applicable laws, regulations and conventions, including those related to data privacy and data transfer, and the exportation of technical or personal data.

“Licence Term” means your permitted licence term for the Software, as set forth in an Order.

“New Releases” means any bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Software that Tocalabs makes available to you as part of Support and Maintenance.

“Order” means Tocalabs’ applicable ordering documentation or other purchase flow referencing this Agreement. Orders may include purchases of Software licences, Support and Maintenance, Additional Services, increased or upgraded Scope of Use or renewals.

“Scope of Use” means your authorised scope of use for the Software as specified in the applicable Order, which may include: (a) number and type of Authorised Users, (b) numbers of licences, copies or instances, or (c) entity, division, business unit, website, field of use or other restrictions or billable units.

“Software” means Tocalabs’ commercially available downloadable software product. Your Order will specify the Software that you may use.

“Support and Maintenance” means Tocalabs’ support and maintenance services for the Software, as further described in the Tocalabs Support Policy. Your level of Support and Maintenance will be specified in your Order.

“Tocalabs Policies” means Tocalabs’ Acceptable Use Policy, Privacy Policy, Support Policy, and (unless otherwise specified) any other policies or terms referenced in this Agreement.



“Tocalabs Technology” means the Software, Tocalabs Deliverables, their “look and feel”, any and all related or underlying technology and any modifications or derivative works of the foregoing, including as they may incorporate Feedback.