

End User License Agreement

Version 2.4 – Effective: July 17, 2024

This End User License Agreement (the "EULA") is between you and/or your Affiliates ("You" or the "Customer") and the CheckRed entity that is contracting with You as set forth below ("CheckRed"). Capitalized words have the meaning set forth in this EULA.

BY INSTALLING, COPYING, ACCESSING OR USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS EULA. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON, COMPANY OR ANY OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS: DO NOT INSTALL, COPY, ACCESS OR USE THE SOFTWARE, AND RETURN THE SOFTWARE AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM YOU ACQUIRED THEM.

CheckRed Contracting Entity

Unless otherwise stated in a relevant quote, purchase order or agreement, below is the name of the CheckRed entity that is contracting with You based on the country or CheckRed's sales region where You are located:

Americas

Your agreement is with CheckRed US LLC, a company incorporated under the laws of the State of Delaware, USA.

EMEA

Your agreement is with CheckRed US LLC, a company incorporated under the laws of the State of Delaware, USA.

APAC

Your agreement is with CheckRed India, a company incorporated under the laws of India.

Definitions

"Affiliates" means, with respect to a party, any corporation or other business entity Controlled by, Controlling or under common Control with that party; whereby "Control" means the direct or indirect ownership of more than 50% (fifty percent) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity.

"Intellectual Property Rights" means any patent, invention, utility model rights, database right, copyright, design right, registered design or other rights of a similar nature and any trademarks and/or trade names (whether registered or unregistered) and any applications for any of the aforementioned, and rights in any know-how, trade secrets or other confidential information or any other intellectual property right.

"Software" means each CheckRed software program licensed by CheckRed or its Affiliates, including any modifications, as indicated in the relevant quote or purchase order.

Terms of Use

1. License grant

Subject to the terms and conditions of this EULA, CheckRed hereby grants to You a non-exclusive, non-transferable, limited right to use the Software solely for your own internal operations. For the purpose of this EULA, use of the Software means to access, install, download, copy or otherwise benefit from using the Software during the term of this EULA and according to the license type agreed to in the relevant quote or purchase order, as further described in Appendix 1 to this EULA. All rights, title, and interest in the Software, including copyrights, are owned by CheckRed and/or its licensors and are licensed to You, NOT SOLD.

2. Your obligations

In using the Software, or any part of it, You shall:

- Ensure that the Software is installed on designated equipment(s) only;
- Notify CheckRed as soon as You becomes aware of any unauthorized access to, use, disclosure, modification, or deletion of the Software;
- Permit CheckRed to inspect any records kept in connection with this EULA, for the purposes of ensuring that You are complying with the terms of this EULA. CheckRed will provide reasonable advance notice to You of such inspections, which shall take place at reasonable times.
- NOT use or access the Software (i) if You are or become a direct competitor of CheckRed, except with CheckRed's prior written consent, or (ii) for purposes of competitive benchmarking or similar purposes;
- NOT, and not be entitled to, license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the Software in any way;
- To the maximum extent such restriction is permitted by applicable law, NOT modify, decompile, reverse assemble, reverse engineer, translate or disassemble, or make derivative works based on, any part of the Software for any reason or purpose;
- At all times comply with all applicable laws and regulations in the jurisdiction in which You use the Software, including, but not limited to, applicable restrictions concerning data privacy, data retention, copyrights and other intellectual property rights and CheckRed's Privacy Policy, as updated from time to time, located here: <https://checkred.com/privacy-policy/>. You will defend, indemnify, and hold CheckRed and its Affiliates harmless against any claim, liability, loss, damage, cost, or expense (including reasonable attorney's fees) incurred by CheckRed arising out of or related to Your violation or contravention of such applicable laws and regulations.
- Use the Software in accordance with the user manual in effect at the time of such use, and promptly accept any Software updates made available to You. Failure to accept any Software updates may impact the performance of the Software.

3. Support and training

Unless otherwise provided in a relevant quote, purchase order or agreement, CheckRed's policy for providing support in relation to the Software shall be available at www.CheckRed.com or such other

website address as may be provided to You from time to time ("Support Services Policy"). CheckRed will provide the Customer with its support services during the normal business hours in accordance with the support plan purchased by the Customer and the Support Services Policy in effect at the time of the services. CheckRed may amend the Support Services Policy in its sole and absolute discretion from time to time.

4. Modifications

CheckRed shall have the right to update, upgrade, enhance, to provide new functionality, or otherwise change the design of any Software, or to discontinue the manufacture, maintenance, support, or sale of any Software, or version of Software, in its absolute discretion without any liability to You. CheckRed's policy for providing support in relation to any old version of the Software or the discontinued Software shall be available at www.CheckRed.com or such other website address as may be provided to You from time to time ("Support Lifecycle Policy"). CheckRed may amend the Support Lifecycle Policy in its sole and absolute discretion from time to time.

5. Intellectual Property Rights

You acknowledge that all Intellectual Property Rights in the Software and any related services belong and shall belong to CheckRed and/or the relevant third-party owners (as the case may be), and the Customer shall have no rights in the Software other than the right to access and use it in accordance with the terms of this EULA (and/or any related third party license). The structure, organization, and source code of the Software are the valuable trade secrets and confidential information of CheckRed or the relevant third-party owners. All rights not expressly granted herein are reserved by CheckRed and/or the relevant third-party owners. "CheckRed" is a registered trademark of CheckRed and/or its Affiliates. Other CheckRed related logos, product names, and service names are also trademarks of CheckRed and/or its Affiliates.

6. Third-Party Software

The Software may contain freely available and distributable, or open-source software, and other copyrighted material by third parties ("Third-Party Software"). The Third-Party Software are subject to the terms and conditions of the applicable Third-Party Software license, and are specifically excluded from the terms of this EULA, including but not limited to warranty, indemnity and support obligations described in this EULA.

7. Confidentiality

"Confidential Information" means all non-public or proprietary information (whether written, oral or in electronic form) concerning the business and affairs of either party that the other party obtains or receives with respect to the Customer's access to and use of the Software.

A party receiving Confidential Information (the "Recipient") shall keep in strict confidence all such Confidential Information of the other party (the "Discloser"). Both parties agree in relation to the Confidential Information belonging to the other Party that during this EULA and for five (5) years afterwards they shall:

- Keep such information confidential and shall not disclose it to any third party; and
- Use such information only in so far as is necessary to perform its obligations under any relevant quote, purchase order, or agreement, or as otherwise set forth under this EULA.

The Recipient shall be responsible for any unauthorized disclosure or use of the Discloser's Confidential Information made by any of its employees, officers, agents, representatives or sub-contractors and shall take all reasonable precautions to prevent such unauthorized disclosure or use.

The above restriction as to disclosure and use shall not apply to Confidential Information which:

- The Recipient can demonstrate by documentary evidence has been in its possession prior to disclosure by the other party and not subject to any other obligations as to confidentiality;
- Is required to be disclosed by law, regulation or pursuant to an order of a competent authority, or
- At the time of receipt by the receiving party, is in the public domain.

8. Data

You agree that CheckRed may collect user information regarding the use of the Software as needed for reporting and billing purposes and may collect anonymous user data to enable error fixing, product

development and other analysis and sales purposes. Any personal data will only be processed in accordance with the privacy policy available at <https://www.CheckRed.com/privacy-policy/>.

9. Your Indemnifications of CheckRed

You hereby agree to indemnify, defend, and hold harmless CheckRed, its directors, officers, employees, agents, contractors, Affiliates and authorized resellers ("Indemnified Parties") from and against all claims, losses, damages, costs, expenses (including reasonable attorney's fees) and fees in any way incurred by any Indemnified Parties in respect of any proceedings to which the Indemnified Party is made a party in connection with or arising out of (i) Your use of the Software or loss of data; (ii) as a result of your actions, misuse of the Software, non-compliance with the terms herein or failure to operate the Software in accordance with any documentation; or (iii) in connection with or arising out of Your use of the Software in violation of any applicable laws

10. CheckRed's Indemnification of You

CheckRed may, at its option, either defend or settle any claim made against You by a third party alleging that the Software, except Third Party Software, infringes an intellectual property right of a third party ("Claims"), or CheckRed may pay the costs and damages finally awarded against You by a court of competent jurisdiction or an out-of-court settlement; But only upon these conditions that (i) You will notify CheckRed within thirty (30) days of receipt of any Claims; (ii) CheckRed will be granted the exclusive right to arrange any defense or settlement; and (iii) You will not make any statement contradictory to the interests of CheckRed in connection with such Claim.

Excluded from the above indemnification obligations are Claims to the extent arising from: (a) use of the Software in violation of this EULA or applicable law; (b) use of the Software after CheckRed notifies You to discontinue use because of an infringement claim; (c) modifications to the Software not made by CheckRed, or at the direction of the CheckRed; or (d) use of the Software in combination with any software, application or service made or provided other than by CheckRed.

If a Claim is brought or threatened, CheckRed shall, at its sole option and expense, use commercially reasonable efforts either: (a) to procure a license that will protect You against such Claim without cost to You; (b) to modify or replace all or portions of the Software as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the relevant quote, purchase order, agreement, or this EULA, and refund to You a pro-rata refund of the subscription fees paid for the terminated portion of the term (if any). The rights and remedies granted You under this Section 10 state CheckRed's entire liability, and Your exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

11. Limited Warranty

CheckRed warrants for a period of ninety (90) days from the date of delivery that each unmodified copy of the Software will perform in all material respects in accordance with the corresponding user manual or documentation. You agree that such user manual or documentation may be supplied only in the English language, unless the local law requirement says otherwise. Any updates provided by CheckRed shall be covered by this limited warranty for the remainder of the warranty period or for thirty (30) days from the date of delivery, whichever is longer. For any breach of the warranty, your exclusive remedy, and CheckRed's entire liability, shall be the correction of the Software errors that cause breach of the warranty.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, CHECKRED DISCLAIMS ALL OTHER WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY

IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND CHECKRED DOES NOT WARRANT OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS OR LOSS OF DATA. CUSTOMER MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE LAW, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. CHECKRED DOES NOT SEEK TO LIMIT CUSTOMER'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY SUCH APPLICABLE LAW.

12. Limitation of Liability

IN ANY EVENT, CHECKRED OR ITS AUTHORIZED DISTRIBUTORS SHALL NOT HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOSS OF PROFITS, REVENUE OR DATA, BUSINESS INTERRUPTION, LOSS RESULTING FROM SUBSTITUTE PURCHASE OF GOODS, OR OTHER SIMILAR LOSS) WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OR OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF CHECKRED OR ITS AUTHORISED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, THE MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHER THEORY) OF CHECKRED, ITS AFFILIATES AND ITS AUTHORIZED DISTRIBUTORS SHALL NOT EXCEED THE LICENSE FEES PAID BY YOU IN PRECEDING TWELVE (12) MONTHS TERM FROM THE DATE WHICH GAVE CAUSE TO THE CLAIM.

THESE LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

13. Term; Termination

The term of this EULA (the "Initial Term") is as set forth in that certain order form between you and CheckRed (the "Order Form"). Upon expiration of the Initial Term, this EULA shall automatically renew for successive terms of the same duration (each, a "Renewal Term" and together with the Initial Term the "Term"), unless and until you provide written notice to CheckRed of your intent not to renew at least 90 days prior to the end of the current Term.

CheckRed may terminate your license immediately in the event that You materially breach the terms of this EULA. Upon such termination, you shall promptly return or destroy all copies of the Software and related documentation. Any terms of this EULA that by their nature should survive the termination of this EULA shall survive such termination.

14. Pricing; Payment

The price due under this EULA shall be as set forth in the Order Form and on the terms and conditions set forth therein; provided that the price due hereunder shall increase on an annual basis by an amount equal to the percentage obtained from the greater of (i) the Consumer Price Index or (ii) five percent (5%).

15. Taxes

It is understood and agreed between the parties that You are responsible for any applicable tax, including but not limited to sales, use, VAT, or any other taxes or governmental fees associated with an applicable quote, purchase order or agreement (collectively, "Taxes"). You shall be solely responsible for the payment of any and all Taxes levied on account of any amount invoiced and/or paid under this EULA. If applicable, CheckRed will provide You with an invoice where any Taxes are shown separately.

16. Miscellaneous

a. Severability

If any term or other provision of this EULA is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this EULA shall still remain in full force and effect as long as its economic and legal intentions are not adversely affecting any party in any manner.

b. Waiver

A waiver of any right under this EULA is only effective if it is in writing and such waiver should apply only to the party to whom it is addressed and for such situations.

c. Force Majeure

CheckRed shall have no liability to You under this EULA if it is prevented from or delayed in performing its obligations under this EULA, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, which include, but are not limited to, strikes, lock-outs or other industrial disputes (whether involving the workforce of CheckRed or any other party), 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 or default of suppliers or sub-contractors. CheckRed shall notify the Customer of such an event and its expected duration.

d. No partnership or Agency

Nothing in this EULA is intending to create a partnership between the parties, or authorize either party to act as agent for the other. Neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (which may include the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

e. Notice

Notices in connection with this EULA by either party shall be in writing and shall be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx or DHL). You may not provide notice to CheckRed of a CheckRed breach or provide notice of termination of this EULA by electronic mail. Notices from CheckRed to You will be effective (a) in the case of notices by email, one (1) day after sending to the email address provided to CheckRed, or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to CheckRed. You hereby consent to service of process being affected on You by registered mail sent to the address mentioned on an applicable quote, purchase order, or agreement. Notices from You to CheckRed will be effective (a) in the case of notices by email, one (1) day after sending to (and receipt by CheckRed at) the email addresses stated in the Order Form, or (b) in the case of notices by mail or delivery service, when received by CheckRed at the address stated in an applicable quote, purchase order, or agreement.

f. Export control

You acknowledge that the Software may be subject to applicable U.S. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as end-user, end-use and destination restrictions issued by the U.S. government and the governments of other nations. You agree to comply with all applicable national and international laws that apply to the transport of the Software across national borders or to its use in any such jurisdiction.

g. Entire Agreement

This EULA, together with any quote, purchase order, or master services agreement, specifies the entire agreement between You and CheckRed relating to the subject matter hereof and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered herein. Nothing contained in any purchase order submitted by a party other than order dates, identity, location, quantity and price shall in any way serve to modify or add to the terms of this EULA.

17. Governing Law and Jurisdiction

Both parties agree to the application of the laws of the State of Delaware, United States of America to govern, interpret, and enforce all of Your and CheckRed's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this EULA, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All rights, duties, and obligations are subject to the courts of the State of Delaware and You and CheckRed hereby submit to the non-exclusive jurisdiction of such courts.

18. Languages

Terms may be drafted in different languages. English version shall always be the official version and in case of conflict between English and other language versions, the English version shall always prevail.

APPENDIX 1 – LICENSE TYPE

1. Evaluation License

If the Software has been provided to You as an evaluation license, trial license or other similar designation as identified in the relevant quote or purchase order, or is licensed to You for evaluation, trial purposes or freemium use ("Evaluation Software"), then the provisions of this section apply and shall supersede any other conflicting term of this EULA.

Your non-exclusive, non-transferable, limited license to use the Evaluation Software shall be solely for purposes of evaluating the Software and is limited to thirty (30) days from the date of delivery unless otherwise agreed to in writing by CheckRed. The Customer acknowledges that the Evaluation Software is not intended for production or commercial use, but only for evaluation and testing purposes.

During the term of the Evaluation License, the use of license and related services may be limited to a specific site, hardware or contracting entity as identified in the relevant quote or purchase order, and unless otherwise agreed, an Evaluation License does not cover use by any of Your Affiliates.

THE EVALUATION SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CHECKRED DOES NOT WARRANT THAT THE CUSTOMER'S USE OF THE EVALUATION SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. ANY USE OF EVALUATION SOFTWARE IS ENTIRELY AT THE CUSTOMER'S OWN RISK AND CHECKRED IS NOT LIABLE FOR ANY LOSS OF DATA. THE CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION AND SCOPE OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, CHECKRED'S MAXIMUM LIABILITY SHALL BE LIMITED TO THE SUM OF FIFTY (50) US DOLLARS OR THE EQUIVALENT IN LOCAL CURRENCY IN AGGREGATE.

2. Subscription License

If the Software has been provided to You as a subscription license where the usage is limited to a specific period of time as agreed and identified in the relevant quote or purchase order ("Subscription License"), then the provisions of this section apply and shall supersede any other conflicting term of this EULA.

During the term of the Subscription License, the use of license and related services may be limited to a specific site, hardware or contracting entity as identified in the relevant quote or purchase order, and unless otherwise agreed, a Subscription License does not cover use by any of Your Affiliates.

Your use of the Software under the Subscription License is unlimited subject to the fair usage policy ("FUP") below and other limitations herein ("Legitimate Use").

FUP is designed to prevent fraud and abuse of our subscriptions by a small number of users. The following is a non-exhaustive list of practices that would not be considered a Legitimate Use, and therefore violate our FUP:

- Re-selling subscription licenses;

- Sharing subscriptions with third parties;
- Unusual use patterns inconsistent with normal, individual subscription use;
- Use of significantly more volume than the amount provided to CheckRed at the time of purchase;
- Other unlawful, prohibited, abnormal or unusual activity as determined by CheckRed in its sole discretion

CheckRed reserves the right to take any practices that may be relevant into account when making its determination as to whether activity is a Legitimate Use.

FUP obligates You to inform CheckRed without delay if its volume under the Subscription License has significantly changed (above 10%) from the volume provided to CheckRed at the time of purchase, in which case CheckRed may invoice the over usage according to its current price list.

CheckRed may at its option, terminate its relationship with You, or may suspend Your Subscription License immediately if it determines that You are using Your Subscription License contrary to the FUP or this EULA. Your warranty and Your right for using the Software ends with termination of any applicable quote, order, agreement, or this EULA. Where reasonable, CheckRed will provide You with notice of improper usage before the suspension or termination of Your subscription and, at CheckRed's discretion, CheckRed may offer You an alternative subscription. Subscription License may not be converted to a perpetual license under any circumstances.