TERMS AND CONDITIONS

(V1. 2023 UK EMEA)

PREAMBLE

Botify, is a British limited company with registered offices at London, UK, 23 Copenhagen Street, London N1 0JB, United Kingdom ("**Botify**"). Botify is specialized in the development of software applications, platforms and services, accessible from a SaaS environment. Botify provides its customers with its services, as part of their professional activity, by subscription. The purpose is to optimize the results of the referencing of customers' websites by search engines.

Botify has presented all its services to the customer as identified in the Order Form (the "**Customer**"). Prior to signing these Terms and Conditions (the "T**erms and Conditions**"), the Customer and, if applicable, the Customer's Affiliates and/or Beneficiaries, have obtained all the information they may need to understand the characteristics of the services offered by Botify, and to ensure their adequacy to their organization, their needs and their objectives.

Consequently, the parties have agreed to enter into these Terms and Conditions under the following conditions.

This document defines the Terms and Conditions for the provision of services in which Botify provides to the Customer, if applicable, to its Affiliates and/or to the Beneficiary(ies) the set of subscribed services described in the Order Form(s) (hereinafter referred to together as the "**Service**").

Botify and Customer are each referred to as a "**Party**" below, or collectively as the "**Parties**".

Customer acknowledges that it has read, understood, and retained a copy of the Terms and Conditions and agrees to be bound by them as modified by the Specific Conditions attached to the applicable Order Form. The date of these Terms and Conditions shall be the last date of signature on the Order Form.

1.   STRUCTURE; PRECEDENCE.

These Terms and Conditions will govern Customer subscription to and use of Botify software and services ("**Services**"). The description applicable to each of the Services selected by the Customer is described in Exhibit of the applicable Order form. The provisions of those Terms and Conditions control over those in any Order Form unless explicitly stated otherwise in an Order Form.

2.   LICENSE GRANT.

a.   Botify. Subject to Customer's complete performance of all obligations under these Terms and Conditions, Botify hereby grants Customer a revocable, worldwide, non-exclusive, non-transferable, non-assignable, non-sublicensable, time-limited subscription access license to use the Services as provided for in an Order Form solely for Customer's internal business purposes.

b.   Customer.

   i. Customer Data. Customer hereby grants Botify a non-exclusive, worldwide, royalty-free, sub-licensable license to use, modify, and integrate into any derivative works all Customer Data (defined in Section 4(a) below), web server log files, and any other information provided to Botify under these Terms and Conditions for the sole and exclusive purpose of providing the Services to Customer.

   ii.   Aggregated Anonymous Data. Botify may aggregate the metadata and usage data of Customer collected or otherwise made available through the Services so that the results are non-personally identifiable with

respect to Customer or any authorized user ("**Aggregated Anonymous Data**"). Customer acknowledges and agrees that Botify may use the Aggregated Anonymous Data, both during and after these Terms and Condition's term: **(A)** for its own internal analytical purposes; **(B)** to develop and improve the Services; and **(C)** to create and distribute reports and other materials regarding use of the Services. For purposes of clarity, nothing in this Section 2(b)(ii) gives Botify the right to publicly identify Customer as the source of any Aggregated Anonymous Data.

3. RESTRICTIONS.

a.   Usage Restrictions. Customer will use the Services in compliance with all applicable laws, these Terms and Conditions, the relevant Order Form, and any written documentation accompanying the Services ("**Documentation**"). Customer may not, and may not cause or permit others to: **(i)** modify, make derivative works of, disassemble, reverse engineer, decompile, reproduce, or distribute any part of the Services; **(ii)** copy the Services; **(iii)** distribute, sublicense, disclose, market, rent, lease, or transfer to any third party any portion of the Services or Documentation, or use the Services or Documentation in any service bureau arrangement; **(iv)** disclose the results of the Services performance benchmarks to any third party without Botify's prior written approval; **(v)** use any third party licensed software products or modules provided by Botify to Customer under these Terms and Conditions independently from the Services; **(vi)** expose or otherwise make available any Botify application programming interface ("**API**") to third parties, including pass-through of any Botify API to third parties, or repackage any Botify API to make available their functionality to third parties; or **(vii)** allow a third party to modify the parameters or other implementation details of the Services as set forth in the relevant Order Form and Documentation.

b.   Access Restrictions. Customer will access the Services by connecting to Botify's systems with login credentials provided by Botify. In no event will Customer share its login credentials with any unauthorized third parties.

c.   Modification. Botify may modify the Services at any time without prior notification to Customer, provided that such modifications do not materially decrease the functionality of the Services as defined in the relevant Order Form.

4. BOTIFY OBLIGATIONS.

a.   Data Storage Retention Obligations. Information provided by Customer for processing by the Services ("**Customer Data**") is stored by Botify for limited periods as part of the Services as specified at https://www.botify.com/data-retention-policy. Storage of Customer Data for longer periods may be available for additional fees and if elected will be recorded in a new Order Form.

b.   Availability. The Services may be unavailable from time to time for reasonable periods due to system maintenance. Botify will use commercially reasonable efforts to notify Customer by email at least 24 hours before such maintenance. Specific availability and service level commitments are available at https://www.botify.com/service-level-agreement-sla.

c.   Customer Data. Customer Data (and statistics about the use of the Services) are processed in order to operate the Services, including for the purpose of verification of compliance with these Terms and Conditions. Upon written request by Customer, or termination of these Terms and Conditions, Botify will delete all copies of Customer Data then in its possession, except that Botify will not be required to destroy or alter any computer archival and backup files where permitted to do so under Applicable Data Protection Laws (defined below), provided that such archival and backup data will continue to be protected under the confidentiality provisions of Section 10.

d.   Monthly Crawl Envelope. Each Order Form will specify the Customer website(s) ("**WebPropert(ies)**") to be processed by the Services ("**Crawls**") and the maximum monthly number of URLs to be Crawled for each WebProperty ("**Monthly Crawl Envelope**"). If Customer Crawls exceed the Monthly Crawl Envelope specified in the Order Form, Botify will not charge Customer any additional fees, provided that during the relevant Order Form Term

(defined below) such Crawl overage does not exceed the Monthly Crawl Envelope by more than **(i)** 100% in any one month; or **(ii)** 50% averaged over any three consecutive months ("**Minimal Overage**"). If Customer exceeds the Minimal Overage, then Botify will confer in good faith with Customer to resolve such overage.

5. CUSTOMER OBLIGATIONS.

a.   **Customer Data.** Customer will provide Botify with all Customer Data, web server log files, and any other information that Botify reasonably requires to perform its obligations under these Terms and Conditions.

b.   **Customer Resources.** Customer will provide **(i)** such personnel as may be reasonably required for Botify's delivery of the Services; and **(ii)** access to Customer's web analytics tool(s) (such as the Google Analytics API), Google search console, and any other search engine or third-party data or services (collectively, "**Customer Analytics Tools**") that Botify may require or that Customer wishes to be processed by the Services. Customer acknowledges that such access by Botify to the Customer Analytics Tools may incur additional costs for Customer on the relevant Customer account(s), for which Customer will be solely responsible. Customer will be solely responsible for obtaining and maintaining all internet access, computer hardware, and any other equipment or resources required to use the Services.

c.   **Account.** Customer will be solely responsible for maintaining the security of all credentials for the Services provided to it by Botify. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and will promptly notify Botify of any such unauthorized access or use. Customer will be solely responsible and liable for all activity on Customer's Services account(s).

d.   **Export Limitations.** Customer may not export or re-export the Services or any direct product thereof ("**Controlled Subject Matter**") in violation of any restrictions, laws, or regulations of the United States Department of Commerce ("**USDC**"), the United States Department of Treasury Office of Foreign Assets Control, or any other United States government or foreign agency or authority. Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred to countries that the United States maintains an embargo toward, or to or by a national or resident thereof, or any person or entity on the USDC's Table of Denial Orders. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under United States Export Administration Regulations.

6. TERM; TERMINATION.

a.   **Terms and Conditions' Terms.** These Terms and Conditions will become effective on the Effective Date for a period of three years and will renew automatically for successive renewal periods of equal length **("Terms and Condition's Term").**

b.   **Order Form Term.** Each Order Form will state the term of the Services provided thereunder ("Initial Term") and will automatically renew for successive periods of equal length (each, a "**Renewal Term**") until either party provides to the other written notice of non-renewal at least three months prior to the next renewal period (collectively, the "**Order Form Term**").

c.   **Termination**.

i.   **Termination for Breach.** Either party may terminate these Terms and Conditions immediately on written notice to the other party for their uncured material breach of these Terms and Conditions or any Order Form 30 calendar days (ten in the case of non-payment) after receipt of written notice of such breach. Either party may terminate these Terms and Conditions immediately without notice in the event of **(A)** institution by or against the other party of insolvency, receivership, or bankruptcy proceedings; **(B)** the other party's making an assignment or the benefit of creditors; or
(C) upon the other party's dissolution or cessation of business. Notwithstanding the foregoing, Botify may immediately suspend access to the Services or terminate these Terms and Conditions if Botify determines that

Customer's use of the Services is likely to cause legal liability for Botify, its suppliers, or other customers.

ii. **Effect of Termination.**

A. Upon termination, Customer's use of the Services must immediately cease. Termination does not relieve a party of liability for breach occurring prior to termination. Botify will delete all Customer Data within 90 days of termination.

B. In the event of termination for Botify's uncured material breach, Botify will refund to Customer the pro-rated balance of any prepaid fees for the remainder of the Order Form Term after the effective date of such termination ("**Termination Date**").

C. In the event of termination for Customer's uncured material breach, Customer will pay any unpaid fees outstanding under the relevant Order Form as of the Termination Date within seven days of such date. In no event will any termination relieve Customer of the obligation to pay any fees owed to Botify for the period prior to the Termination Date.

d. **Term Commitment.** Except as otherwise provided herein, early termination of these Terms and Conditions or any Order Form hereunder is not permitted, does not relieve Customer of its commitment to the full subscribed Term recorded in the relevant Order and no refunds of fees paid will be made.

7. **PAYMENT TERMS; TAXES.**

a. **Fees.** Fees for the Services are listed in the relevant Order Form and will be paid in annual increments. Unless stated otherwise in an Order Form, listed fees are due within 30 days of the Order Form Effective Date (defined below) and within 30 days of each anniversary of such date thereafter during the Order Form Term. A monthly interest charge of the greater of 1.5% or the maximum legal rate will be assessed and payable on all payments more than 15 days past due. Botify will provide notice to the Customer that payment is past due. If Customer fails to pay undisputed past due amounts within 30 days from such notice, Botify may suspend the Services. Early termination of these Terms and Conditions will not relieve Customer of its obligation to pay all amounts due under any existing Order Forms, and Botify is not obligated to refund any portion of any fees already paid to Botify prior to such termination.

b. **Fee Adjustments.** Botify reserves the right to increase the fees for each subsequent Renewal Term by up to 5% of the prior term's fees. Fees may also be adjusted at renewal based on changes to actual Services usage rates of Customer. Botify will contact Customer no less than one month before the expiration of the current term to discuss renewal.

c. **Initial Pricing Calculations.** Pricing of the Services is based on organic search results for the WebPropert(ies) as reported by Customer's search analytic tool(s) ("**Organic Traffic**") for the 12 months prior to the effective date of such Order Form ("**Order Form Effective Date**"). If Botify does not have access to the Organic Traffic on the Order Form Effective Date, then Customer will provide a good faith estimate of the Organic Traffic, and three months after the Order Form Effective Date Botify will verify the actual Organic Traffic. If there is a variance of 5% or more between the good faith estimate and the actual Organic Traffic, then Botify will invoice Customer for a correction fee equal to the difference between the initial Services fee invoiced and a revised fee based on the actual Organic Traffic, pro-rated over three months.

d. **Taxes.** Customer is solely responsible for payment of all taxes imposed on or incurred by Customer because of these Terms and Conditions or the provision of the Services, except any taxes based on Botify's net income.

8. **SUPPORT; MAINTENANCE SERVICES.**

During the Order Form Term, Botify will **(a)** correct Services malfunctions to bring the Services into conformity with then-current specifications provided in the relevant Documentation for the most current version of the Services under an Order Form, unless such malfunctions were

caused by Customer's or a third party's use or modification of the Services in violation of these Terms and Conditionsor the relevant Order Form; and **(b)** provide Customer with account management and technical support to provide guidance, answer operational questions about, and report issues with the Services, as provided for in more specific detail in the relevant Order Form.

9. **OWNERSHIP.**

 a.   **General.** These Terms and Conditions are a subscription agreement and not a sale. It does not convey to Customer any rights or ownership in or related to the Services or any Documentation, or any intellectual property rights therein, other than as expressly granted in these Terms and Conditions. Customer acknowledges that it is obtaining only a limited right to the Services and the Documentation solely as provided for in these Terms and Conditions and any Order Form hereunder, that the Services are offered as an online hosted solution, and that Customer has no right to obtain or retain a copy of the Services or Documentation unless otherwise stated herein.

 b.   **Botify.** All right, title, and interest in and to the Services, Documentation, and all related intellectual property rights, including any inventions, creations, or improvements, whether patentable or copyrighted, conceived, made, or reduced to practice in connection with the performance of Botify's obligations hereunder, are and will remain Botify's sole and exclusive property.

 c.   **Feedback**. All feedback, suggestions, ideas, enhancement requests, recommendations, or other information provided in any form by Customer to Botify regarding the Services or the Documentation ("**Feedback**") may be freely used by Botify for any purpose whatsoever, including commercial purposes and the development, production, and marketing of products and services that incorporate such information, without compensation or attribution to Customer. For the avoidance of doubt, Customer hereby irrevocably and fully assigns to Botify all right, title, and interest in and to the Feedback and acknowledges and agrees that all Feedback is the sole and exclusive property of Botify.

 d.   **Customer**. Customer maintains sole and exclusive ownership of all Customer Data and Botify has no right, title, or interest in or to any Customer Data other than as expressly granted in these Terms and Conditions.

10. **CONFIDENTIALITY.**

During the these Terms and Condition's Term each party will maintain the confidentiality of information shared by the other party relating to its technology or business that **(a)** is labeled as confidential; **(b)** should be reasonably understood to be confidential given its nature; or **(c)** is protected by intellectual property law (including data, methods, tools, computer programs, the Services, the Documentation, and related documents) ("**Confidential Information**"). Each party will **(i)** protect the other party's Confidential Information using reasonable commercial efforts but in no event less than the degree of care and security it uses to maintain its own Confidential Information; **(ii)** use the other party's Confidential Information only to perform its obligations under these Terms and Conditions; and **(iii)** not disclose such information to any third party except as permitted under these Terms and Conditions or as required by law. A party may disclose the other party's Confidential Information to its or its affiliates' **(iv)** employees and sub-contractors with a legitimate need to know such information to perform its obligations under these Terms and Conditions; and **(v)** accountants, attorneys, potential investors, acquirers, and financing partners, provided that prior to any such disclosure each such individual is bound by written or professional confidentiality obligations at least as protective as those contained herein.

If either party is compelled by law or valid legal order to disclose any portion of the other party's Confidential Information that party will, if legally permissible, promptly notify and assist the other party (at the other party's sole expense) in obtaining a protective or other similar order and will disclose only the minimum Confidential Information necessary to comply with such compelled disclosure.

Information will not be considered to be Confidential Information if it: **(A)** was in the public domain at the time it was disclosed or enters the public domain without violation of these Terms and Conditions; **(B)** was known to either

party without restriction at the time of the disclosure; **(C)** was independently developed by the receiving party; or **(D)** becomes known to the receiving party without restriction from a third party, without breach ofthese Terms and Conditions, and otherwise not in violation of either party's rights.

11. PERSONAL DATA.

Botify does not collect or use any Personal Data as defined in Applicable Data Protection Laws to perform the Services in general, with the potential exception of IP addresses which may under certain circumstances qualify as Personal Data under such laws. If Botify should use any Personal Data, as that term is defined in Applicable Data Protection Laws, then Botify will collect and process such Personal Data as a data processor in compliance with Applicable Data Protection Laws. If applicable,in respect of the processing of any Personal Data , the Parties agree that the provisions of Botify's standard Data Processing Agreement (located at: https://www.botify.com/emea-legal) shall apply except where the Parties have agreed and executed a bespoke Data Processing Agreement (either, together with its annexes, the "**DPA**"). Each Party agrees to comply with the terms of the DPA, which shall be incorporated into these Terms and Conditions by reference. Execution of these Terms and Conditions and/or any Order Form shall be deemed as execution of the DPA and the Standard Contractual Clauses incorporated by

reference there**.** Customer acknowledges that it has read, understood, and retained a copy of the Data Processing Addendum and agrees to be bound by them as modified from time to time. "**Applicable Data Protection Laws**" means: **(a)** Regulation 2016/679 of the European Parliament and of the Council ("**Regulation**") on the protection of natural persons regarding the processing of personal data and the free movement of such data, and the data protection laws of any European Union Member State, including laws implementing the Regulation; and **(b)** the California Consumer Privacy Act of 2018, including any regulations promulgated thereunder, as amended from time to time.

12. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

a.   **General.** Each party represents and warrants that it has all necessary rights, power, and authority to execute these Terms and Conditions and perform its obligations hereunder, and that the individuals executing these Terms and Conditions on a party's behalf are authorized to do so.

b.   **Customer Data Warranty.** Customer represents and warrants that **(i)** it has all necessary right and authority to provide all Customer Data to Botify under these Terms and Conditions and to allow Botify to process such data through the Services; and **(ii)** all Customer Data has been collected, processed, and transferred in compliance with all applicable laws, rules, and regulations and without violating any third-party rights or agreements.

c.   **Limited Warranty.** Botify warrants that during these Terms and Condition's Term the Services will substantially conform with the relevant Documentation and will be free of material defects. Botify does not make any representations or warranties that the functions performed by the Services will meet Customer's requirements, that the operation of the Services will be uninterrupted or error free, or that all defects in the Services will be corrected.

d.   **WAIVER**. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND BOTIFY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, ORAL, OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT BOTIFY KNOWS OR HAS REASON TO KNOW OF ANY SUCH PURPOSE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BOTIFY FURTHER DISCLAIMS ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BOTIFY, ITS AGENTS, OR ITS EMPLOYEES WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES IN THESE TERMS AND CONDITIONS OR ANY ORDER FORM. NO ACTION FOR BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION 12 MAY BE COMMENCED MORE THAN ONE YEAR FOLLOWING THE EXPIRATION DATE OF SUCH LIMITED WARRANTY.

13. INDEMNIFICATION.

a. __Customer.__ Customer will defend and indemnify Botify against any claims, damages, settlements, losses, liabilities, fines, penalties, and costs (including court costs and reasonable attorneys' fees) arising from or relating to: **(i)** Customer's use of the Services not in compliance with these Terms and Conditions, the relevant Order Form, the relevant Documentation, or Botify's the instructions, procedures, or other specifications; **(ii)** allegations that Botify's use of Customer Data as permitted under these Terms and Conditions infringes or misappropriates the intellectual property rights of a third party; or **(iii)** Customer's violation of any applicable law.

b. __Botify__. Botify will defend and indemnify Customer against third-party claims that the Services or Documentation infringe on any intellectual property rights of a third party existing as of the Effective Date ("**Claim**"). Botify will pay any damages, settlements, losses, liabilities, fines, penalties, and costs (including court costs and reasonable attorneys' fees) finally awarded against Customer for a Claim, provided that Botify will not be responsible for any settlement of a Claim without Botify's written approval. The foregoing indemnity does not apply to Claims arising from or relating to: **(i)** Customer's use of the Services not in compliance with these Terms and Conditions, the relevant Order Form, the relevant Documentation, or Botify's written instructions, procedures, or other specifications provided to Customer; **(ii)** portions or components of the Services not created by Botify; **(iii)** modifications to the Services made by Botify as instructed by Customer; **(iv)** modifications to the Services made by Customer after delivery by Botify; **(v)** a combination of the Services with non-Botify services, products, processes, components, or materials where the alleged infringement results from such combination; or **(vi)** Customer's continuation of allegedly infringing activity after being notified thereof and informed of modifications that would have avoided the alleged infringement ((i)-(vi) collectively, "**Excluded Claims**").

c. __Procedure.__ For the Botify indemnification obligations above to be applicable, Customer must: **(i)** promptly notify Botify in writing of a Claim that is not an Excluded Claim and cede to Botify sole control of all Claim defense and related settlement negotiations; and **(ii)** cooperate in any way that Botify deems necessary, at Botify's expense, in defending or settling such Claim. Botify will not have any right, without Customer's written consent, to settle any Claim if such settlement contains a stipulation to, or admission of, any liability or wrongdoing on the part of Customer.

d. __Mitigation.__ In response to a Claim, Botify may: **(i)** procure for Customer the right to continue using the Services; **(ii)** settle such Claim; **(iii)** modify the Services to make them non-infringing; or **(iv)** replace the Services with a non-infringing substitution, provided that such modification or substitution **(A)** is made without additional charge to Customer, and **(B)** provides functionality substantially similar to the Services. If, in Botify's sole discretion, none of the foregoing are commercially reasonable, Botify may terminate these Terms and Conditions and refund to Customer any pre-paid unused fees. Any election by Botify under this subsection will fully discharge Botify's liability for such Claim other than the right to indemnification of such Claim under this Section 13 with respect to use of the Services prior to such termination.

e. __ENTIRE LIABILITY.__ THIS SECTION 13 CONTAINS THE SOLE AND ENTIRE LIABILITY OF BOTIFY REGARDING ALLEGED INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY BY THE SERVICES OR DOCUMENTATION.

14. __LIMITATION OF LIABILITY.__

a. __Exceptions__. Botify will have no liability to Customer (or any other person) to the extent that such liability arises from or relates to: **(i)** Customer's non-compliance with these Terms and Conditions, the relevant Order Form, the relevant Documentation, or Botify's instructions, procedures, or other specifications; **(ii)** Customer's use of software or equipment that is incompatible with the Services; **(iii)** any corruption of, damage to, or loss of software or data if the same could have been avoided by Customer's implementation of a regular backup system; **(iv)** the interaction of the WebPropert(ies) with the Services; **(v)** a computer virus, worm, trojan, or other malicious code, not introduced by Botify, affecting the operation of the WebPropert(ies); **(vi)** intrusion of a third party into the computer system affecting the operation of the WebPropert(ies); **(vii)** a change in the host or hosting system of the WebPropert(ies); **(viii)** a network failure rendering the WebPropert(ies) inaccessible; **(ix)** an incident concerning

Customer's technical infrastructure; or **(x)** data received by Botify from third parties.

b.   LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR THE LIKE) ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS, ANY ORDER FORM, OR ANY DOCUMENTATION, OR THE USE OR INABILITY TO USE THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS AND ANY ORDER FORM ENTERED INTO UNDER THESE TERMS AND CONDITIONS WILL EXCEED THE FEES PAID OR PAYABLE TO BOTIFY BY CUSTOMER UNDER THESE TERMS AND CONDITIONS IN THE 12 MONTHS PRECEDING THE CLAIM(S) GIVING RISE TO SUCH LIABILITY, IT BEING SPECIFIED THAT IF ONE OR MORE CLAIMS GENERATE THE SAME DAMAGE OR LOSS, ALL SUCH CLAIMS ARE DEEMED A SINGLE CLAIM. NOTWITHSTANDING THE FOREGOING, EITHER PARTY'S LIABILITY FOR CLAIMS OF BREACH OF ITS OBLIGATIONS UNDER SECTION 10 (CONFIDENTIALITY), SECTION 11 (PERSONAL DATA), OR SECTION 13 (INDEMNIFICATION) WILL NOT EXCEED $1,000,000.00 IN THE AGGREGATE, IT BEING SPECIFIED THAT IF ONE OR MORE INDEMNIFICATION CLAIMS GENERATE THE SAME DAMAGE OR LOSS, ALL SUCH CLAIMS ARE DEEMED A SINGLE CLAIM.

c.   Limitation of restrictions. Nothing in this "Limitation of Liability" clause shall limit or exclude the liability of the Parties for death or personal injury, for fraud or for any other liability which cannot be excluded or limited under applicable law.

15. PUBLICITY.

Upon Customer's prior written consent, **(a)** Botify will have the right and license to publicly refer to the relationship created by these Terms and Conditions and to use Customer's name, logo, and/or trademarks on its website, in its marketing materials and sales presentations. subject to Customer's trademark usage guidelines. From time to time, Customer may be invited to participate in Botify's "Customer Reference Program" which may include reference calls, press releases, case studies, and co-speaking engagements, and **(b)** Customer may be asked to work with Botify to issue an initial press release regarding the relationship created by these Terms and Conditions, any such press release to be subject to Customer's sign off before publication.

16. NON-SOLICITATION.

During these Terms and Condition's Term and one year thereafter neither party will hire or solicit for employment on behalf of itself or a third party any personnel of the other party who have been engaged in work related to these Terms and Conditions; provided, however, that the foregoing will not apply to any personnel of the other party who respond to a public job advertisement or other general public solicitation of a party without active solicitation from the hiring party.

17. ANTI-CORRUPTION; ANTI-SLAVERY; ANTI-TAX EVASION.

The parties will at all times in performing their obligations under these Terms and Conditions and any Order Form: **(a)** comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010 and the United States Foreign Corrupt Practices Act; **(b)** comply with all applicable laws relating to anti-slavery and human trafficking prevention, including the Modern Slavery Act 2015; and **(c)** not engage in any activity, practice, or conduct which would constitute either a tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017(c). Each party will have, and will maintain in place throughout these Terms and Condition's Term, its own policies and procedures to ensure compliance with this section, including adequate procedures under the Bribery Act 2010, and will enforce them where appropriate. Each party will promptly report to the other:

  i. any request or demand for any undue financial or other advantage of any kind received in connection with these Terms and Conditions or any Order Form;

  ii. any slavery or human trafficking in a supply chain which has a connection with these Terms and Conditions; and

iii. any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of these Terms and Conditions.

18. **GENERAL. Entire Terms and Conditions**. These Terms and Conditions together with all Order Forms collectively constitutes the sole, entire, and exclusive agreement between the parties regarding the subject matter thereof, and supersedes and renders void all prior communications, representations, agreements, or discussions between the parties, whether written or oral, regarding such subject matter. **Amendment**. These Terms and Conditions may not be amended or modified without the written consent of both parties. **No Waiver**. No term or provision of these Terms and Conditions will be deemed waived, and no breach consented to, without the written consent of both parties. Any waiver or consent so granted will not constitute a waiver or consent for any future occurrence. The failure to exercise any remedy available to either party will not be deemed to be a waiver of any rights or remedies of either party under these Terms and Conditions, at law, or in equity. **No Third-Party Beneficiaries**. There are no intended third-party beneficiaries to these Terms and Conditions, except as expressly stated. **Assignment**. Neither party may sell, assign, or delegate any rights or obligations under these Terms and Conditions, except as expressly provided herein, without the written consent of the other party, except that Botify may assign these Terms and Conditions to a successor entity in a merger, acquisition, or other change of control transaction. **Severability**. If any provision of these Terms and Conditions is found to be invalid or unenforceable under applicable law, such provision will be deemed reformed to the minimum extent necessary to comply with such law or, if compliance is not possible, deemed stricken from these Terms and Conditions in such law's jurisdiction, but will not affect the validity or enforceability of the remainder of these Terms and Conditions in such jurisdiction. **Notices**. All notices required or permitted by these Terms and Conditions must be **(a)** in writing; **(b)** emailed, mailed by first class, registered, or certified mail (return receipt requested, postage prepaid), or hand delivered; and **(c)** sent to the party addresses provided herein (in the case of email to Botify, to legal@botify.com), and will be deemed valid upon delivery. **Governing law; Jurisdiction. These Terms and Conditions (including all Order Forms) will be governed by the laws of England and Wales, without regard to their conflict of laws principles. Any claim, dispute, or controversy arising from or relating to these Terms and Conditions or any Order Form will be exclusively decided by the courts located in London, United Kingdom, and both parties hereby agree to submit to the personal jurisdiction of such courts**. **E-Signature.** These Terms and Conditions may be executed electronically, and in one or more counterparts, all of which together will constitute a single binding agreement.

The parties agree to be bound by these terms as evidenced by signature of their duly authorized representatives in the relevant Order Form.