

Eigen Ingenuity Standard SaaS Licence Agreement

1. Under this Licence and Software as a Service (SaaS) Agreement (the "Agreement") and in consideration of You agreeing to abide by the terms of this Agreement, Eigen Ltd (the "Vendor") grants to the Company (the "Licensee", "You") a non-exclusive and non-transferable licence (the "Licence") to use this Software (the "Software").

The "Effective Date" of this Agreement is the date which is the earlier of

- a) Your initial access to or use of the Software; or
- b) The effective date of the first Order referencing this Agreement.

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.

2. Account Registration

You must register for an account with the Vendor 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.

- a) You may allow the permitted number of Named Users ("Users"), as specified in the Order Confirmation, or via written communication with the Vendor to use the Software for Your internal business purposes. For the purpose of this clause, "Users" will mean an employee, consultant, contractor or other individual who is granted access to the Software licensed to You.
- b) Each User will correspond to one individual and each individual shall use the software login in with his own user name. Users with anonymous or generic user names shall not be permitted.
- c) You will be responsible for the acts and omissions of the Users in relation to the Software and any breaches of the terms of this Agreement by them will be deemed to be a breach by You.
- d) The Vendor reserves the right to suspend access to the Software in case of any breach by the Licensee or any of the Users until such breach has been remedied.

3. System Requirements

You are solely responsible for ensuring that your systems hosting the Software (Cloud, On-premise Servers) and other connected systems meet the hardware, software and any other applicable system requirements for the Software as specified in the Documentation. Even if the Vendor will use best endeavours to help diagnose software functionality or performance issues created by third party hardware or software, the Vendor will have no obligations or responsibility under this Agreement for issues ultimately caused by Your use of any third-party hardware or software not provided by the Vendor.

4. Software and Documentation

"Software" includes the executable computer programs and any related printed, electronic, and online documentation and any other files that may accompany the product. "Documentation" includes associated media, printed materials and online or electronic documentation relating to the Software.

5. Intellectual Property Rights

Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software, but exclude any content configured on the Software (spaces, pages, text, diagrams, displays, calculations) created by the Users or by the Vendor on behalf of the User. This Agreement constitutes a licence for use only and is not in any way a transfer of ownership rights to the Software. You have no right to have access to the Software in source code form.

For the purposes of this Agreement, "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other

intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may, now or in the future, subsist in any part of the world.

6. Licence not transferable or assignable

The rights and obligations of this Agreement are granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity.

7. Customer obligations

You and the Users undertake:

- a) not to copy or distribute the Software or Documentation;
- b) not to rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the Software or Documentation;
- c) not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other software programs; and
- d) not to disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Software nor attempt to do any such things.

With respect to Software that is described as "Test Drive", You are permitted to use the Software for evaluation purposes only for the Evaluation Period. You undertake not to use the Software for any purposes other than evaluation during the Evaluation Period. In respect of Test Drive Software, any references to the "Licence Term" in this Agreement will be deemed to be references to such Evaluation Period.

8. Licence Fee

The "Licence Fee" is the fee you pay for access to the Software. The "Licence Term" is one month. You undertake to pay the Licence Fee monthly in advance in respect of the initial and subsequent Licence Terms when You license the Software. At the end of the initial Licence Term, the Agreement will automatically renew for successive Licence Terms unless terminated by You, as per Clause 15. The Fees are non-refundable, non-cancellable and non-creditable. In the absence of any contrary agreement, the Licence Fees will increase every 12 months from the date of the initial Licence Term by the increase in the United Kingdom Consumer Price Index.

Fees are calculated based on the Licence Term and the number of users. If You wish to increase the number of users for a particular Licence Term, You should advise the Vendor who will make the change and Your monthly payments will be adjusted.

9. Payment

You will pay each invoice submitted by the Vendor:

- a) within 30 days of the date of the invoice; and
- b) in full without deduction or set off and in cleared funds to a bank account nominated in writing by the Vendor.

You will pay all fees in accordance with each Order, by the due dates and in the currency 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 the Vendor by emailing the purchase order number to accounts@eigen.co.

All amounts payable by You under this Agreement are exclusive of VAT which will be chargeable (where applicable) in addition at the prevailing rate.

Without limiting any other right or remedy of the Vendor, it reserves the right to charge interest on any overdue sums at the rate of 8% per annum above the base rate of the Bank of England accruing on a daily basis from the date the payment is due until the date of actual payment, whether before or after judgment. Interest will be payable on demand.

In the event of non-payment within 30 days of the date of the invoice, the Vendor reserves the right to suspend Your access to the Software until such time as payment has been received in full.

10. Taxes

Your fees under this Agreement exclude any taxes or duties payable in respect of the Software in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by the Vendor, You must pay to the Vendor the amount of such taxes or duties in addition to any fees owed under this Agreement. Notwithstanding the foregoing, You may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, You will have the right to provide to the Vendor any such exemption information, and the Vendor will use reasonable efforts to provide such invoicing documents as may enable You to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

11. Limitation of Liability

The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the License price of the Software. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.

The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry. The Licensee agrees to notify the Vendor's support team of any bugs or flaws encountered so that they can be addressed.

12. Warrants and Representations

The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the licence to use this Software is not in violation of any other agreement, copyright or applicable statute.

13. Acceptance

All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on first use of the Software.

14. Support and Maintenance

During the period for which You have paid the applicable Fees, the Vendor will provide Support and Maintenance for the Software in accordance with the Vendor's Support Process. Support and Maintenance for Software includes access to new Software releases, if and when available, and any references to "Software" in this Agreement include new releases.

Subject to the payment of the applicable Fees You will be entitled to receive Support as set out in the Order Confirmation and our Support Policy. If You notify the Vendor of any defects (bugs) and issues that You discover in relation to the function or performance of the Software, the Vendor shall endeavour to remediate such defects in accordance with the Service Level Agreement (SLA) agreed with You separately.

If you notify us of any opportunities for improvement of the Software's functionality or performance, this will assist us in the development of new features of the Software. Please note that the Intellectual Property Rights in any information or ideas communicated to us, unless otherwise agreed in writing, will belong to the Vendor.

15. Term and Termination

The term of this Agreement will begin on Acceptance and will continue until the end of the initial Licence Term or renewal Licence Term, as applicable. The Agreement will automatically renew at the end of each Licence Term unless written notice is given by either Party not less than one month prior to the expiry of the Licence Term.

This Agreement will be terminated, and the Licence forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Vendor shall remove the software. In case this is not possible, the Licensee will promptly destroy the Software or return the Software to the Vendor.

Breach of this Agreement will not reduce the Fees which will continue to be due and payable until the end of the applicable Licence Term.

Either Party may terminate this Agreement immediately on written notice if the other Party:

- a) commits a material or persistent breach of this Agreement and fails to remedy that breach (if remediable) within 14 days after the service on You of written notice requiring You to do so; or
- b) becomes insolvent or unable to pay its debts, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt.

Upon termination or expiry of this Agreement for any reason:

- a) all rights granted to You under the Licence will cease;
- b) You must cease all activities authorised by this Agreement;
- c) You must immediately delete or remove the Software from all computer equipment in Your possession and immediately destroy or return to the Vendor all copies of the Software then in Your possession, custody or control and, in the case of destruction, certify to the Vendor that You have done so; and
- d) You will remain liable for any obligations incurred up to the point of termination.

16. Force Majeure

The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as acts of God, significant cyber-security attacks on the Vendor or Licensee, extreme adverse weather conditions or natural disaster, pandemic, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations, terrorist attack, civil commotion or riots, nuclear, chemical or biological contamination, compliance with any law, regulation or directive, fire, explosion or accidental damage, labour dispute, including (but not limited to) strikes, industrial action or lockouts, non-performance by suppliers or subcontractors or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

17. Governing Law

The Parties to this Agreement submit to the jurisdiction of the courts of England for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of England.

18. Modern Slavery and Anti-Bribery

In performing its obligations under this Agreement, each Party will comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

Each Party will, and will procure that any person associated with it performing services in connection with this Agreement will comply with all applicable laws, statutes, regulations, codes and sanctions relating to anti-bribery and anti-corruption in England, including but not limited to the Bribery Act 2010.

19. Publicity

You acknowledge that the Vendor may reference Your name and use Your logo and trademarks to indicate that You are a Customer in its business development and marketing efforts and materials (both printed and online), including without limitation its website. Please notify the Vendor in writing if You do not wish Your name

and logo to be used in this way. In no way will this breach the Privacy Policy with respect to Your business or personal data as indicated by our Privacy Policy.

20. Warranties and Disclaimer

(a) General Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. If You are an entity, You represent and warrant that this Agreement and each Order is entered into by an employee or agent of such entity with all necessary authority to bind such entity to the terms and conditions of this Agreement.

(b) Virus Warranty

The Vendor further represents and warrants that it will take reasonable commercial efforts to ensure that the Software, in the form and when provided to You, will be free of any viruses, malware, or other harmful code. For any breach of the foregoing warranty, Your sole and exclusive remedy, and the Vendor's sole obligation, is to provide a replacement copy of the Software promptly upon notice.

(c) Warranty Disclaimer

Except as expressly set forth in section 20(a) (general warranties) and 20(b) (virus warranty), all software, support and maintenance and any additional services are provided "as is," and the Vendor and its suppliers expressly disclaim any and all warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose, functionality, or merchantability, whether express, implied, or statutory.

The Vendor will not be liable for delays, interruptions, service failures, lack of accuracy or availability or other problems inherent in use of the Software or other systems outside the reasonable control of the Vendor.

21. Miscellaneous

(a) Changes to this Agreement

We may modify the terms and conditions of this Agreement (including Eigen 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 Licenses:

Typically, when we make modifications to the main body of this Agreement (excluding the The Vendor's Policies), the modifications will take effect at the next renewal of Your Licence Term and will automatically apply as of the renewal date unless You elect not to renew. 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.

Eigen Policies:

Our products and business are constantly evolving, and we may modify the Vendor's 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 Vendor's Policies that, considered as a whole, would substantially diminish our obligations during Your then-current Licence Term. Modifications to the Vendor's Policies will take effect automatically as of the effective date specified for the updated policies.

- (b) This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
- (c) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- (d) If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- (e) This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
- (f) This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

22. Notices

All notices to the Vendor under this Agreement are to be provided to its registered office at the following address: Eigen Limited, Rystmede House, Rystwood Road, Forest Row, East Sussex, RH18 5NB.