## CX TRANSLATE END USER LICENSE AGREEMENT

BEFORE YOU USE THE APPLICATION SUBJECT TO THIS LICENSE, PLEASE READ THIS DOCUMENTCAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN KERV EXPERIENCE LIMITED ("LICENSOR"), AND THE ENTITY WHICH DOWNLOADED OR IS OTHERWISE USING THE APPLICATION AND THEREBY AGREEING TO THIS LICENSE ("LICENSEE").

WARNING: THE APPLICATION IS PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THE APPLICATION, OR ANY PORTION OF IT, MAY RESULT IN SEVERE CIVIL AND CRIMINAL PENALTIES, AND WILL BE PROSECUTED TO THE MAXIMUM EXTENT POSSIBLE UNDER THE LAW. THE APPLICATION IS LICENSED, NOT SOLD.

ACCEPTANCE: BY DOWNLOADING OR OTHERWISE USING OR ACCESSING THE APPLICATION, YOU REPRESENT AND AGREE THAT: (i) YOU ARE AT LEAST 18 YEARS OF AGE; (ii) YOU ARE AUTHORIZED TO CONSENT TO THESE TERMS ON BEHALF OF THE LICENSEE; AND (iii) LICENSEE UNCONDITIONALLY CONSENTS TO BE LEGALLY BOUND BY THESE TERMS. IF YOU AND LICENSEE DO NOT AGREE TO ALL OF THE TERMS, NEITHER YOU NOR LICENSEE MAY USE THE APPLICATION.

- 1. **Grant of License**. Subject to the terms and conditions of this Agreement and in consideration of the payment of the License Fee, Licensor hereby grants Licensee a nonexclusive, non-transferable, limited license, without right to sublicense, to install, access and use the application which interoperates with Licensor's software (the "Application") solely for Licensee's internal business purposes for use by Licensee's employees and contractors providing services exclusively on behalf of Licensee ("Users") and no other purpose. In the event Licensor develops and releases a newer version of the Application, Licensee is not entitled to such newer version under this Agreement. This Agreement is for a license of intellectual property, rather than for the sale of goods (even though some tangible items may be provided) and this Agreement shall not be governed by the Uniform Commercial Code. For the avoidance of doubt the grant of license shall only apply during the applicable Term subject to payment of the applicable License Fee and shall cease upon termination.
- 2. Restrictions. The Application is protected by both copyright law, international treaty provisions and potentially by other intellectual property rights. Unauthorized copying of the Application is expressly forbidden. Licensee may not (a) distribute copies of the Application to others, including but not limited to, consultants, affiliates, independent contractors, Users or any other third party; or (b) sell, loan, rent, lease, lend, transfer, assign or otherwise dispose to anyone else the Application. Licensee may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Application. Licensee may be held legally responsible for any copyright infringement that is caused or incurred by Licensee's failure to abide by the terms of this Agreement. Except as expressly provided in this Agreement or by local law, Licensee may not otherwise make copies of the Application, including any printed materials accompanying the Application (the "Documentation"). Licensee may copy such Documentation for its internal use only. IF LICENSEE TRANSFERS POSSESSION OF ANY COPY, OF THE APPLICATION, DOCUMENTATION OR RELATED MATERIAL TO ANOTHER PARTY IN VIOLATION OF THIS AGREEMENT, THIS LICENSE IS AUTOMATICALLY TERMINATED.
- 3. Ownership of Application. All title and intellectual property rights in and to the Application (including but not limited to any images, photographs, animations, video, audio, music, text and "applets", incorporated into the Application), the Documentation and any copies of the Application or Documentation are owned by Licensor. Licensee agrees that no title to the Application or Documentation is transferred to it, and that all rights not expressly granted to Licensee hereunder are reserved by Licensor.
- 4. **Term**. This Agreement will continue in full force and effect from the date of Acceptance until terminated in accordance with Section 7.
- 5. License Fee. Licensee will pay Licensor or its permitted reseller a license fee ("License Fee") payable annually in advance or in monthly instalments at the Licensee's option, such option to be exercised prior to installation of or access to the Application. Licensor may, upon fifteen (15) days advance notice and at its expense, conduct an audit, during Licensee's normal business hours, of Licensee's use of the Application and Documentation to verify compliance with this Agreement. Licensee shall provide Licensor or an authorized representative with reasonable access to records, hardware and employees in order to perform the audit.
- 6. **Assignment/Sublicense**. Neither this Agreement nor any rights or obligations under this Agreement, in whole or in part, shall be sublicensed, assigned or otherwise transferred by Licensee and any attempt to do so will be null and void.
- 7. **Termination**. Licensee may terminate this license at any time by uninstalling or no longer accessing the Application and returning or destroying all Documentation and the related material together with all copies,

modifications and merged portions in any form. This license will also terminate upon conditions set forth elsewhere in this Agreement or if Licensee fails to comply with any term or condition of this Agreement. Licensee agrees upon such termination to uninstall or stop accessing the Application and destroying the Documentation together with all copies, modifications and merged portions in any form, and to provide Licensor with written certification of destruction. Section 2, 3, 5, 6, 8, 9, 10, 12, 13, 14, 15, 16 and 17 shall survive the expiration or termination of the Agreement and shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

- 8. Damages. In the event the Agreement is terminated due to Licensee's breach of its terms, Licensee agrees that Licensor would be damaged due to the unauthorized copying, distribution or reverse engineering of the Application and that the precise amount of such damages is difficult or impossible to calculate. Accordingly, in addition to all other remedies available to Licensor, Licensee agrees to the imposition of liquidated damages in an amount equal to the maximum statutory damages available per infringing copy. Licensor shall be entitled to its reasonable attorney's fees and costs associated with enforcing its rights under this Agreement.
- 9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCE SHALL LICENSOR BE LIABLE TO LICENSEE ON ACCOUNT OF ANY CLAIM (WHETHER BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, THE FAILURE OF ANY LIMITED REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE) FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, OR FOR ANY DAMAGES OR SUMS PAID BY LICENSEE TO THIRD PARTIES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF LICENSEE IS DISSATISFIED WITH THE APPLICATION, OR LICENSOR'S PRODUCTS OR SERVICES, ITS SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE APPLICATION. In no EVENT shall LICENSOR'S liability exceed the amount ACTUALLY PAID BY LICENSEE under this agreement.
- 10. **Indemnification**. Licensee agrees to indemnify, defend and hold harmless Licensor, together with its officers, directors, employees, and agents (including AppFoundry Marketplace pursuant to Section 12 hereof), against any liability (including reasonable attorneys' fees) arising out of any claim made against Licensor arising out of or related to Licensee's or a User's use of the Application or Documentation in violation of this Agreement including, but not limited to, any claim that Licensee's or User's use infringes the intellectual property rights (including, but not limited to, patent, trademark and copyright rights) of any third party. Licensee will bear the expense of such defence and pay any damages and legal fees which are attributable to such claim.
- 11. Warranty. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND DOCUMENTATION are DELIVERED "AS IS" AND WARRANTED BY LICENSOR ONLY TO OPERATE IN ACCORDANCE WITH ANY SPECIFICATION OR DOCUMENTATION PROVIDED BY OR REQUESTED OF THE LICENSOR FROM TIME TO TIME AND TO BE SUBSTANTIALLY ERROR OR KNOWN VIRUS FREE AS FAR AS THE LICENSOR IS REASONABLY AWARE WITHOUT ANY FURTHER EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY EITHER LICENSOR OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE APPLICATION, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, OR SUITABILITY OF ANY OF THE MATERIAL CONTAINED WITHIN THE APPLICATION OR DOCUMENTATION. LICENSOR MAKES NO WARRANTY THAT THE APPLICATION WILL BE UNINTERRUPTED, ERROR FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION, OR WILL MEET YOUR REQUIREMENTS. FURTHERMORE LICENSOR DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF THE INFORMATION OBTAINED OR GENERATED BY THE APPLICATION AND THE LICENSEE HEREBY FULLY INDEMNIFIES LICENSOR WITH REGARD TO ANY LIABILITIES INCURRED AS A RESULT OF RELIANCE PLACED UPON ANY INFORMATION RECEIVED VIA THE APPLICATION BY THE LICENSEE OR IT'S END
- 12. If Licensor offers the Application through the AppFoundry Marketplace or otherwise directly or indirectly through Genesys, Licensee acknowledges and agrees that Licensee's only recourse for a warranty claim shall be through LICENSOR and Genesys has no liability to Licensee relating to the Application, the documentation, or the use thereof. Licensee agrees that Genesys is an intended third-party beneficiary of the indemnity contained in Section 10 hereof as a distributor or reseller of the Application.
- 13. **Confidentiality**. Licensee acknowledges that Confidential Information (as hereinafter defined) is a valuable, special, and unique asset of Licensor and agrees that Licensee will not disclose, transfer, or use (or seek to induce others to disclose, transfer, or use) any Confidential Information for any purpose other than disclosure to Licensee's authorized employees and agents who are bound to maintain the confidentiality of the Confidential Information. Licensee shall notify Licensor in writing of any circumstances which may constitute unauthorized disclosure,

transfer, or use of Confidential Information. Licensee shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer, or use. Licensee shall not duplicate any material containing Confidential Information except as authorized by Licensor in writing. Licensee shall return all originals and copies of materials containing Confidential Information upon termination of this Agreement for any reason whatsoever. The term "Confidential Information" means any and all of Licensor's trade secrets, confidential and proprietary information and all other information and data of Licensor that is not generally known to the public or other third parties who could derive economic value from its use or disclosure, including, but not limited to, the Application. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

- 14. **Integration**. This Agreement and the Legal Terms and Conditions of Use for the website through which the Application is downloaded/accessed (a) constitute the entire agreement between Licensor and Licensee relating to the Application; (b) supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (c) prevail over any conflicting or additional terms of any order, acknowledgement, or similar communication between parties during the term of this Agreement. No modification to this Agreement will be binding, unless in writing and signed by a duly authorized representative of the parties.
- 15. **Independent Contractors**. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party.
- 16. **Governing Law; Venue**. This Agreement will be governed by the laws of England without regard to conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement may be brought only in the courts of England. The parties hereby consent to such jurisdiction and venue.
- 17. **Data Protection**. Licensor and any relevant supplier appointed by the Licensor shall comply with its obligations under the Data Protection Act 2018 as amended and shall ensure that any data processing undertaken pursuant to this License, including data retention (such as content generated by the Licensee's users and agents etc), is strictly limited to what is necessary to provide the License to the Licensee, such as billing, statistics gathering, diagnostics and improving the service etc in accordance with the Licensor's standard policies. For the avoidance of doubt the Licensor or any relevant supplier appointed by the Licensor may, for the purpose of providing the License, transmit data outside of the United Kingdom or European Union but will only do so if necessary and upon doing so will ensure that the protections required under the Data Protection Act 2018 are maintained and followed.
- 18. **Miscellaneous**. The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement will not be affected and each such term or provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law, except to the extent that such unenforceability may

deprive a party of the benefits reasonably expected by that party as an inducement to enter into or to renew this Agreement. Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, labour, fire, flood, epidemic, restrictions, strikes, and/or freight embargoes. The Licensee hereby agrees and acknowledges that the service uses AI technologies and further agrees that it is solely responsible for notifying any end users of same. The Licensee also acknowledges and agrees that it is solely responsible for providing legally adequate privacy notices to its end users and for obtaining any necessary consents from such end users for the processing of content under this License including verifiable parental consent where required.