

This Contract is dated the date on which the Order is placed by the Customer and accepted by AISCANtech.

## Parties

- (1) **THREE DIGITAL SOFTWARE TRADING LLC** trading as AISCANtech incorporated and registered in Dubai with company number 765723 whose registered office is at 905 Prime Tower, Business Bay, Dubai, UAE ( "**AISCANtech**")
- (2) **YOU**, being the company identified and confirmed in the Order ("**Customer**")

## BACKGROUND

- (A) AISCANtech is in the business of developing and providing highly accurate check and receipt scanning technology, utilising a cutting edge OCR system with state-of-the-art AI to ensure swift, robust and reliable data extraction ("**the Services**").
- (B) The Customer wishes to obtain and AISCANtech wishes to provide the Services on the terms set out in the Contract.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in the Contract.

#### 1.1. Definitions.

**Applicable Laws:** all applicable laws, statutes and regulations from time to time in force.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the sums payable for the Services.

**Customer's Equipment:** computer hardware, internet connection, applicable current and up-to-date software and operative systems, and any other equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services.

**Customer Materials:** receipt images, and all related documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to AISCANtech in connection with the Services, including the items provided pursuant to clause 4.1(d).

**Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

**Deliverables:** receipts' data

**GDPR:** General Data Protection Regulation ((EU) 2016/679).

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, business names and domain names, rights in get-up and trade dress, goodwill, the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** the agreement of the Customer to purchase the provision of the Services by AISCANtech on the terms set out in this Contract, as submitted by the Customer via the Portal.

**Portal:** AISCANtech's website at [www.aiscantech.com](http://www.aiscantech.com) and the portal at [aiscantech.com/dashboard](http://aiscantech.com/dashboard).

**Services:** receipt reading technology and data extraction, together with the delivery of that data and related services.

**Supplier's Equipment:** cloud computing and software code, together with any hardware, software or coding, provided by AISCANtech to the Customer and used directly or indirectly in the supply of the Services.

**VAT:** value added tax or any equivalent tax chargeable from time to time in Dubai.

1.2.The Schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract. Any reference to the Contract includes the Schedules.

1.3.A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4.A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and such a reference shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5.A reference to **writing** or **written** includes email but not fax.

1.6.Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## **2. Commencement and duration**

2.1.The Contract shall commence on the date when the Customer has completed its Order online, via the Portal, and AISCANtech has provided written confirmation of acceptance of the Order by email to the Customer. The Contract shall continue until the termination of the Contract pursuant to clause 11 (Termination).

2.2.AISCANtech shall provide the Services to the Customer in accordance with the Contract.

## **3. AISCANtech's responsibilities**

3.1.AISCANtech shall use reasonable endeavours to manage and supply the Services in accordance with the Contract in all material respects.

3.2.In supplying the Services, the Supplier shall:

- (a) perform the Services with reasonable care and skill;
- (b) use reasonable endeavours to perform the Services in accordance with the service description set out in the Schedule;
- (c) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality and are fit for purpose;
- (d) comply with all applicable laws, statutes and regulations from time to time in force, provided that the Supplier shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract;
- (e) observe all security requirements that apply and/or are appropriate in relation to the Services, the Deliverables, and the provision of the same, and the Customer's Materials, provided that the Supplier shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract; and

(f) take reasonable care of all Customer Materials in its possession. **4. Customer's obligations**

4.1. The Customer shall:

- (a) co-operate with AISCANtech in all matters relating to the Services and follow AISCANtech's instructions;
- (b) provide, for AISCANtech, its employees, agents and representatives access to the Customer's data and other facilities as reasonably required by AISCANtech including any such access as is specified in Schedule 1;
- (c) provide to AISCANtech in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) required under Schedule 1 or otherwise reasonably required by AISCANtech in connection with the provision of the Services and ensure that they are accurate and complete in all material respects;
- (d) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant and applicable standards and requirements;
- (e) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable AISCANtech to provide the Services, including in relation to the installation of AISCANtech's Equipment, the use of all Customer Materials and the use of the Customer's Equipment, in all cases before the date on which the Services are to start; and
- (f) keep and maintain AISCANtech's Equipment and the Deliverables in accordance with AISCANtech's instructions from time to time and shall not dispose of or use AISCANtech's Equipment other than in accordance with AISCANtech's written instructions or authorisation.

4.2. If AISCANtech's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, AISCANtech shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

## **5. Non-solicitation**

The Customer shall not, without the prior written consent of AISCANtech, at any time from the date of the Contract to the expiry of 5 years after the termination or expiry of the Contract, solicit or entice away from AISCANtech or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of AISCANtech in the provision of the Services.

## **6. Charges and payment**

6.1. In consideration of the provision of the Services by AISCANtech, the Customer shall pay the Charges. The Charges shall be dependent on the Services selected by the Customer as identified in the Order.

6.2. The Customer can upgrade, downgrade, suspend or terminate (as per clause 11) the Services at any time.

6.3. AISCANtech may increase the Charges from time to time on 1 months' written notice.

6.4. AISCANtech shall charge the Customer for, and the Customer shall pay AISCANtech, the Charges on a monthly or annual basis pursuant to, and as stipulated in, the Order.

6.5. AISCANtech shall invoice the Customer for the Charges on the last day of each calendar month in respect of the Services provided by AISCANtech in that calendar month. In the event that the Customer has selected to pay for the Services on an annual basis then AISCANtech shall invoice the Customer for the Charges on the last day of the first calendar month

following the Order. If no intervals are so specified, or in the event of any dispute arising, then AISCANtech shall invoice the Customer at the end of each month for Services performed during that month.

6.6. Payment of the invoice raised pursuant to clause 6.5 shall be taken by AISCANtech automatically from the account nominated by the Customer on the Order, or otherwise as revised from time -to-time by way of prior written agreement between the parties.

6.7. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay AISCANtech any sum due under the Contract on the due date:

- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.7(a) will accrue each day at 4% a year above the Bank of England's base rate from time to time;
- (b) AISCANtech may suspend the Services until payment has been made in full.

6.8. All sums payable to AISCANtech under the Contract:

- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.9. In the event that the Customer does not use the Services in any particular month, then there shall be no charge levied by AISCANtech.

## **7. Intellectual property rights**

7.1. In relation to the Deliverables:

- (a) AISCANtech and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Customer Materials;
- (b) AISCANtech grants the Customer, or shall procure the direct grant to the Customer of, a fully paid -up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and use the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and the Deliverables in its business; and
- (c) the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 7.1(b) to any third party.

7.2. In relation to the Customer Materials, the Customer:

- (a) shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
- (b) grants AISCANtech a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy, use and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer.

7.3. AISCANtech:

- (a) warrants that the receipt and use of the Services and the Deliverables by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party;
- (b) shall, subject to clause 10.3, indemnify the Customer against all damages and losses awarded against or incurred or paid by the Customer as a result of any claim brought against the Customer for actual infringement of a third party's Intellectual Property Rights, arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables to the extent that the infringement results from copying and use by the Customer; and

- (c) shall not be in breach of the warranty at clause 7.3(a), and the Customer shall have no claim under the indemnity at clause 7.3(b), to the extent the infringement arises from:
  - (i) the use of the Customer Materials in the development of, or the inclusion of the Customer Materials in any Deliverable;
  - (ii) any modification of the Deliverables or Services, other than as provided for or permitted by AISCANtech in the provision of the Services and the Deliverables; and
  - (iii) compliance with the Customer's specifications or instructions or any act or omission by the Customer other than as provided for and permitted by AISCANtech.

#### 7.4. The Customer:

- (a) warrants that the receipt and use of the Customer Materials in the performance of the Contract by AISCANtech, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify AISCANtech in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by AISCANtech as a result of or in connection with any claim brought against AISCANtech, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of the Contract of the Customer Materials.

### 8. Compliance with laws and policies

In performing its obligations under the Contract, AISCANtech shall comply with the Applicable Laws, and changes to the Services required as a result of changes to the Applicable Laws shall be deemed agreed by the parties.

### 9. Data protection and data processing

9.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

9.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and AISCANtech is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

9.3. Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to AISCANtech for the duration and purposes of the Contract.

9.4. Without prejudice to the generality of clause 9.1, AISCANtech shall, in relation to any Personal Data processed in connection with the performance by AISCANtech of its obligations under the Contract:

- (a) process that Personal Data only on the written instructions of the Customer unless AISCANtech is required by the Applicable Laws to process Personal Data (Applicable Data Processing Laws). AISCANtech shall promptly notify the Customer of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit AISCANtech from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction