



## CHARGIFI END USER LICENSE AGREEMENT

1. **Applicability.** This end user license agreement (the "Agreement") governs your use of Chargifi's software (the "Chargifi Software") unless such use is subject to a separate, superseding agreement between you and Chargifi Limited and its subsidiaries ("Chargifi"). By downloading, copying, or using the software, you agree to this Agreement.
2. **Terms.** This Agreement includes supporting material accompanying the Chargifi Software or referenced by Chargifi, which may be software license information, additional license authorizations, software specifications, supplier terms, open-source software licenses and similar content ("Supporting Material").
3. **Authorization.** If you agree to this Agreement on behalf of another person or entity, you warrant you have authority to do so.
4. **Consumer Rights.** If you obtained Chargifi Software as a consumer, nothing in this Agreement affects your statutory rights.
5. **Software - Electronic Delivery.** Chargifi may elect to deliver software and related software product or license information by electronic transmission or download.
6. **Software - License Grant.** If you abide by this Agreement, Chargifi grants you a non-exclusive, non-transferable license to use the Chargifi Software and information that can be derived from data from the use of the software for your internal purposes only, and this is subject to any specific software licensing information that is in the software product or its Supporting Material.
7. **Software - Restrictions on Use.** Your use is subject to the following restrictions, unless specifically allowed in Supporting Material:
  - You may not use Chargifi Software to provide services to non-affiliated third parties.
  - You may not make copies and distribute, resell or sublicense software to third parties.
  - You may not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying software. However, such license doesn't automatically give you a right to receive such updates and Chargifi reserves the right to make such updates only available to customers with support contracts.
  - You may not copy Chargifi Software or make it available on a public or external distributed network.
  - You may not allow access on an intranet unless it is restricted to authorized users.
  - You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of the Chargifi Software. If you have a mandatory right to do so under statute, you must inform Chargifi in writing about such modifications.
  - You may not operate the Chargifi software in any way that is contrary to Chargifi's obligations under applicable privacy laws and regulations; (including the EU General Data Protection Regulation 2016/679 ("GDPR"), where applicable)including, but not limited to, those obligations defined under Chargifi's Privacy Policies (which can be found here <https://chargifi.com/terms/>).
8. **Software - Remote Monitoring.** Some Chargifi software may require keys or other technical protection measures and Chargifi may monitor your compliance with the Agreement, remotely or otherwise. If Chargifi makes a license management program for recording and reporting license usage information, you will use such program no later than 180 days from the date it is made available.
9. **Software - limited warranty for Chargifi software.** Chargifi shall use commercially reasonable efforts to ensure the Chargifi Software materially conforms to its specifications, if any, and is free of malware. If you notify Chargifi of non-conformance to this warranty, Chargifi will rectify such non-conformance in accordance with the Chargifi Service Level Agreement. This Agreement states all remedies for software warranty claims. Chargifi does not warrant that the operation of software will be uninterrupted or error free, or that software will integrate with other software other than as authorized by Chargifi in Supporting Material. To the extent permitted by law, Chargifi disclaims all other warranties.
10. **Software - Integrations.** Chargifi Software can include interfaces and APIs for integration with non-Chargifi software and systems. Chargifi does not warrant that the operation of non-Chargifi software in conjunction with these interfaces and APIs will be uninterrupted or error free.
11. **Ownership.** No transfer of ownership of any intellectual property will occur under this Agreement.
12. **Copyright Notices.** You must reproduce copyright notices on software and documentation for authorized copies.
13. **Intellectual Property Rights Infringement.** Chargifi will defend and/or settle any claims against you that allege that Chargifi Software as supplied under this Agreement infringes the intellectual property rights of a third party. Chargifi will rely on your prompt notification of the claim and cooperation with our defence. Chargifi may modify the Chargifi Software so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we may, in our sole discretion, refund to you the amount paid for the affected product in the first three months. Chargifi is not responsible for claims resulting from any unauthorized use of the software.



**14. Limitation of Liability.** Chargifi's liability to you under this Agreement is limited to the amount actually paid by you to Chargifi or its authorized Distributors and Resellers for the relevant software, except for amounts in Section 12 ("Intellectual Property Rights Infringement"). Neither you nor Chargifi, not Chargifi's authorized Distributors and Resellers will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their gross negligence; acts of fraud; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law. Chargifi is not liable if Chargifi Software has not been acquired directly from Chargifi or from an authorized Distributor or Reseller.

**15. Termination.** This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies or return them to Chargifi. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section. Warranty disclaimers, the limitation of liability, this section on termination, and Section 16 ("General") will survive termination.

**16. General.**

a. **Assignment.** You may not assign this Agreement without the prior written consent of Chargifi or without prior written consent of Chargifi's authorized Distributor and Reseller, payment of applicable transfer fees, and compliance with Chargifi's software license transfer policies. Authorized assignments will terminate your license to the software and you must deliver software and documentation and copies thereof to the assignee. The assignee must agree in writing to this Agreement for the assignment to be valid.

b. **U.S. Government.** If the software is licensed to you for use in the performance of a U.S. Government prime contract or subcontract, you agree that consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under Chargifi's standard commercial license or the standard commercial license of Chargifi's authorized Distributor and Reseller.

c. **Global Trade Compliance.** You agree to comply with the trade-related laws and regulations of the U.K., U.S. and other national governments. If you export, import or otherwise transfer products provided under this Agreement, you will be responsible for obtaining any required export or import authorizations. You confirm that you are not located in a country that is subject to trade control sanctions and further agree that you will not retransfer the products to any such country. Chargifi may suspend its performance under this Agreement to the extent required by laws applicable to either party.

d. **Audit.** Chargifi or its authorized Distributor and Reseller may audit you for compliance with the software license terms. Upon reasonable notice, Chargifi may conduct an audit during normal business hours (with the auditor's costs being at Chargifi's expense). If an audit reveals underpayments, then you will pay Chargifi such underpayments and reimburse Chargifi for its audit expenses.

e. **Open-Source Components.** To the extent the Supporting Material includes open-source licenses, such licenses shall control over this Agreement with respect to the particular open-source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (a) the software includes a copy of the source code; or (b) if you downloaded the software from a website, a copy of the source code is available on the same website; or (c) if you send Chargifi written notice, Chargifi will send you a copy of the source code for a reasonable fee.

f. **Consent to Use of Data:** You agree that Chargifi may collect and use technical data and related information—including but not limited to technical information about your device, system and software integrated with Chargifi software that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Chargifi Software. Chargifi may use this information, subject to its obligations under applicable privacy laws and regulations; (including the EU General Data Protection Regulation 2016/679 ("GDPR"), where applicable) including, but not limited to, those obligations defined under the Chargifi Privacy Policy & GDPR (which can be found here <https://chargifi.com/terms/>).

g. **Notices.** Written notices under this Agreement may be provided to Chargifi via the method provided in the Supporting Material.

h. **Governing Law.** This Agreement will be governed by the laws of England and Wales (unless contracted by Chargifi, Inc., in which case the laws of Delaware shall govern).

i. **Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations not caused by a force majeure event.

j. **Entire Agreement.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. If Chargifi doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.