



TERMS AND CONDITIONS: GENERAL TERMS

1. Interpretation

1.1. **Definitions:** In the Agreement, the following terms have the stated meaning:

Term Meaning

Software: The investigative interview training platform owned by OSACO that is used to provide the SaaS Service (EchoMind).

Agreement: General Terms and Conditions related to Personal Access via Subscription.

Confidential Information: The terms of the Agreement and any information that is not public information and that is obtained from the other party in the course of, or in connection with, the Agreement. Intellectual Property owned by OSACO, including the Software source code, will be OSACO's Confidential Information.

The intellectual property in Output Data will be owned by OSACO, provided that any interview feedback data will be considered confidential and will be anonymized by OSACO prior to any disclosure to any third party.

Data: The Input Data, Output Data and Usage Data.

Fees: The fees set out on OSACO's website and which may be updated from time to time in accordance with clause 5.4.

Input Data: All data inputted by Permitted User into the Software including video and audio inputs.

Force Majeure: An event that is beyond the reasonable control of a party, excluding:

- a. an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or
- b. a lack of funds for any reason.

Intellectual Property Rights shall include copyright, and all worldwide rights conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

Key Details: The specific details as set out in this Agreement.



Objectionable: Includes being objectionable, defamatory, obscene, harassing, threatening, or unlawful in any way.

Output Data: All data, content, and information (including Personal Information, video and audio recordings, interview transcripts, feedback reports and any other data generated by the Software) owned, held, used or created by or on behalf of the Permitted User that is stored using, or input into, or generated by the Services.

Payment Terms: The payment terms set out in the Key Details (if any).

Permitted Users: The individual registering and paying for personal access to the Services

Personal Information: Any information relating to an identified or identifiable natural person.

Related Services: Any related service described in the Key Details and any further services that OSACO agrees to provide to the Permitted User under the terms of this Agreement.

SaaS Service: The service of making the Software available for use on a subscription basis.

Security Incident: An event where any actual access to or disclosure of Permitted User Input Data or Personal Information in our possession or control occurs.

Services: The SaaS Service and any Related Service.

Start Date: The date of payment and purchase of the Permitted User's subscription.

Underlying Systems: Hardware, IT solutions, systems, APIs and networks (including software and hardware) required to provide the Services, including any third-party data feeds, solutions, storage, systems and networks, as may be communicated by OSACO to Permitted User as required for the SaaS Service.

Usage Data: Anonymized data generated by the Software concerning how the Software and SaaS Service is used by ~~Client's~~ Permitted User over time collected for the purpose of improving the SaaS Service or OSACO's business.

Year: The period(s) set out in the Key Details, usually a full 12-month period.

1.2. Interpretation: In the Agreement:

- a. clause and other headings are for ease of reference only and do not affect the interpretation of the Agreement;
- b. words in the singular include the plural and vice versa.
- c. a reference to:
 - i. a party to the Agreement includes that party's permitted assigns;



- ii. personnel includes officers, employees, contractors and agents, but a reference to the Permitted User's personnel does not include OSACO;
- iii. a person includes an individual, a corporate body, an association of persons (whether corporate or not), a trust, a government department, or any other entity;
- iv. including and similar words do not imply any limit; and
- v. a statute includes references to regulations, orders or notices made under, or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.

- d. no term of the Agreement is to be construed against a party because the term was first proposed or drafted by that party; and

2. Services

- 2.1. General: OSACO must use best efforts to provide the Services:
 - a. in accordance with the Agreement and applicable United States law;
 - b. exercising reasonable care, skill and diligence; and
 - c. using suitably skilled, experienced and qualified personnel.
- 2.2. Non-exclusive: OSACO's provision of the Services to the Permitted User is non-exclusive. Nothing in the Agreement prevents OSACO from providing the Services to any other person.
- 2.3. Availability:
 - a. Subject to clause 2.3b, OSACO will use reasonable efforts to ensure the SaaS Service is available during normal business hours in the area where the SaaS Service is being provided. However, it is possible that on occasion the SaaS Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. OSACO will use reasonable efforts to publish on the Website advance details of any unavailability.
 - b. The SaaS Service may interoperate with a range of third-party services. OSACO does not make any warranty or representation on the availability of those third-party services, the performance of those third-party services, or the data security measures of those third-party services. This disclaimer of warranty is being made to the maximum extent under applicable law. Without limiting the previous sentence, if a third-party service provider ceases to provide that service or ceases to make that service available on reasonable terms, OSACO may cease to make available that



service to the Permitted User. To avoid doubt, if OSACO exercises its right to cease the availability of a third-party service, the Permitted User is not entitled to any refund, discount or other compensation.

2.4. **Underlying Systems:** The Permitted User is responsible for procuring all Underlying Systems reasonably required for it to receive the SaaS Service in accordance with the Agreement.

2.5. **Additional Related Services:**

a. OSACO may, from time to time, make available additional services to supplement the SaaS Service.

3. Permitted User Obligations

3.1. **General use:** The Permitted User must:

- a. use the Services in accordance with the Agreement solely for:
 - i. their Client's own internal business purposes; and
 - ii. lawful purposes.
- b. not resell or make available the Services to any third-party, or otherwise commercially exploit the Services; and
- c. use the Software strictly in accordance with any user instructions issued by OSACO from time to time.

3.2. **Access conditions:** When accessing the SaaS Service, the Permitted User:

- a. not permit any other person to use or access the SaaS Service via their credentials;
- b. not impersonate another person or misrepresent authorization to act on behalf of others or OSACO;
- c. not attempt to undermine the security or integrity of the Underlying Systems;
- d. not use, or misuse, the SaaS Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the SaaS Service;
- e. not attempt to view, access or copy any material or data other than that to which the Permitted User is authorized to access;
- f. neither use the SaaS Service in a manner, nor transmit, input or store any data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading; and
- g. comply with any terms of use on the Website, as updated from time to time by OSACO.



3.3. **Authorizations:** The Permitted User is responsible for procuring all licenses, authorizations and consents required to use the Services, including to use, store and input Feed Data into, and process and distribute Output Data through, the Services.

4. Data

4.1. OSACO access to Data:

- a. The Permitted User acknowledges that:
 - i. OSACO may require access to the Data to exercise its rights and perform its obligations under the Agreement; and
 - ii. OSACO may use the Data to improve its SaaS Service or business and may aggregate the Data together with data stored by other SaaS Service clients to provide benchmarking reports or other commercial services provided that the identity of the Permitted User cannot be ascertained; no Personal Information or Permitted User Confidential Information is disclosed; and any Output Data pertaining to the Permitted User cannot be separately ascertained from the data aggregation.
 - iii. to the extent that it is necessary but subject to clause 7, OSACO may authorize members of its personnel to access the Data for these purposes.
- b. The Permitted User must arrange all consents and approvals that are necessary for OSACO to access the Data as described in clause 4.1a.

4.2. Agent:

- a. The Client acknowledges and agrees that to the extent Data contains Personal Information, in collecting, holding and processing that information through the Services, OSACO is acting as an agent of the Permitted User for the purposes of any applicable privacy law.
- b. The Permitted User must obtain all necessary consents from the relevant individual to enable OSACO to collect, use, hold and process that information in accordance with the Agreement.

4.3. **International storage of Data:** The Permitted User agrees that OSACO may store Data (including any Personal Information) in secure servers and may access that Data (including any Personal Information) in accordance with Microsoft Azure (and any legacy thereto) standard terms and conditions and OSACO may amend this service from time to time. OSACO does not make any warranty or representation as to the performance, availability, or



compliance with applicable law by Microsoft Azure (and any legacy thereto). This disclaimer of warranty is being made to the maximum extent under applicable law.

- 4.4. **Indemnity:** The Permitted User indemnifies OSACO against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by OSACO's solicitors, attorneys, or legal staff) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third-party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.
- 4.5. **Privacy Policy:** The Permitted User approves of and agrees to adhere to the requirements of the Privacy Policy appended to this Agreement.

5. **Fees**

- 5.1. **Fees:** The Permitted User must pay OSACO the Fees.

- 5.2. **Payment Process:**

- a. The Subscriber will pay for monthly access to SaaS services via credit card deductions. Credit card payments will be activated via the OSACO website subscription process
- b. The Subscriber must pay applicable Fees, as outlined in the subscription offer published on the OSACO website, in advance of access to the SaaS system
- c. The Fees exclude applicable taxes, which the Permitted User must pay on taxable supplies under the Agreement
- d. Failure to maintain monthly payments will result in cancellation of access to the Service
- e. Unless otherwise specified in a particular subscription offer (i.e. a minimum registration period applies to a specific subscription offer), the Subscriber can cancel their subscription at any time

6. **Intellectual Property**

- 6.1. **Ownership:**

- a. Subject to clause 6.1b, title to, and all Intellectual Property Rights in the Services and the Website, including the underlying analytical methodologies, software code, avatar, visualizations and customizations, is and remains the property of OSACO (and its licensors). The Permitted User must not dispute that ownership.
- b. Title to, and all Intellectual Property Rights in the Output Data (as between the parties) remains the property of OSACO. OSACO grants Permitted User a worldwide, non-exclusive, fully paid up, transferable, irrevocable license to use, store, copy, modify, make available and communicate the Output Data for any purpose in connection with



the exercise of its rights and performance of its obligations in accordance with the Agreement.

- c. The Permitted User is not licensed to use any trademark owned by OSACO

6.2. Feedback: If the Permitted User provides OSACO with ideas, comments or suggestions relating to the Services or Underlying Systems (together feedback):

- a. all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by OSACO; and
- b. OSACO may use or disclose the feedback for any purpose.

6.3. Third-party sites and material: The Permitted User acknowledges that the SaaS Service may link to third party websites, IT systems or feeds that are connected or relevant to the SaaS Service. Any link from the SaaS Service does not imply any OSACO endorsement, approval or recommendation of, or responsibility for, those websites, systems or feeds or their content or operators. To the maximum extent permitted by law, OSACO excludes all responsibility or liability for those websites, systems or feeds.

6.4. Third-party Intellectual Property Rights Indemnity:

- a. OSACO indemnifies the Permitted User against any claim or proceeding brought against the Permitted User to the extent that claim or proceeding alleges that the Permitted User's use of the SaaS Service in accordance with the Agreement constitutes an infringement of a third party's Intellectual Property Rights (IP Claim). The indemnity is subject to the Permitted User:
 - i. promptly notifying OSACO in writing of the IP Claim;
 - ii. making no admission of liability and not otherwise prejudicing or settling the IP Claim, without OSACO's prior written consent; and
 - iii. giving OSACO complete authority and information required for OSACO to conduct and/or settle the negotiations and litigation relating to the IP Claim. The costs incurred or recovered are for OSACO's account.
- b. The indemnity in clause 6.4a does not apply to the extent that an IP Claim arises from or in connection with:
 - i. the Permitted User's breach of the Agreement;



- ii. use of the SaaS Service in a manner or for a purpose not reasonably contemplated by the Agreement or otherwise not authorized in writing by OSACO; or
- iii. any third-party data or any Data provided by the Permitted User.

c. If at any time an IP Claim is made, or in OSACO's reasonable opinion is likely to be made, then in defense or settlement of the IP Claim, OSACO may (at OSACO's option):

- i. obtain for the Permitted User the right to continue using the items which are the subject of the IP Claim; or
- ii. modify, re-perform or replace the items which are the subject of the IP Claim so they become non-infringing.

7. **Confidentiality**

7.1. Security: Each party must, unless it has the prior written consent of the other party:

- a. keep confidential at all times the Confidential Information of the other party;
- b. effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorized access or use; and
- c. disclose the other party's Confidential Information to its personnel or professional advisors on a need-to-know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, the provisions of clauses 7.1a and 7.1b; and
- d. not copy or reproduce any of the Confidential Material in any way, unless the copying or reproduction is required to enable use of the Confidential Material for the reason for which it was provided; and
- e. if either party is unsure of the confidentiality of any information or material, it must treat it as Confidential Material until the disclosing party advises in writing that it is not.

7.2. Permitted disclosure: The obligation of confidentiality in clause 7.1a does not apply to any disclosure or use of Confidential Information:

- a. for the purpose of performing the Agreement or exercising a party's rights under the Agreement;
- b. required by law (including under the rules of any stock exchange);



- c. which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
- d. which was rightfully received by a party to the Agreement from a third-party without restriction and without breach of any obligation of confidentiality; or
- e. by OSACO if required as part of a bona fide sale of its business (assets or shares, whether in whole or in part) to a third-party, provided that OSACO enters into a confidentiality agreement with the third party on terms no less restrictive than this clause 7.

8. **Warranties**

- 8.1. **Mutual warranties:** Each party warrants that it has full power and authority to enter into and perform its obligations under the Agreement which, when signed, will constitute binding obligations on the warranting party.
- 8.2. **No implied warranties:** To the maximum extent permitted by law:
 - a. OSACO's warranties are limited to those set out in the Agreement, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise (including any warranty under applicable state legislation concerning the sale of goods or services) are expressly excluded and, to the extent that they cannot be excluded, liability for them is limited to \$1,000 USD; and
 - b. OSACO makes no representation concerning the quality of the Services and does not promise that the Services will:
 - i. meet the Permitted User's requirements or be suitable for a particular purpose; or
 - ii. be secure, free of viruses or other harmful code, uninterrupted or error free.
- 8.3. **Limitation of remedies:** Where legislation or rule of law implies into the Agreement a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in the Agreement. However, the liability of OSACO for any breach of that condition or warranty is limited, at OSACO's option, to:
 - a. supplying the Services again; and/or
 - b. paying the costs of having the Services supplied again.

9. **Liability**

- 9.1. **Maximum liability:** The maximum aggregate liability of OSACO under or in connection with the Agreement or relating to the Services, whether in contract, tort (including negligence), breach



of statutory duty or otherwise, must not in any Year exceed the total fees paid by Permitted User to OSACO in that Year. The cap in this clause 9.1 includes the cap set out in clause 8.2a.

9.2. **Unrecoverable loss:** Neither party is liable to the other under or in connection with the Agreement or the Services for any:

- a. loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
- b. consequential, indirect, incidental or special damage or loss of any kind.

9.3. **Unlimited liability:**

a. Clauses 9.1 and 9.2 do not apply to limit OSACO's liability:

- i. under the indemnity in clause 6.5a; or
- ii. under or in connection with the Agreement for:
 - ▲ personal injury or death;
 - ▲ fraud or willful misconduct; or
 - ▲ a breach of clause 7.

b. Clause 9.2 does not apply to limit the Permitted User's liability:

- i. to pay the Fees;
- ii. under the indemnity in clause 4.4; or
- iii. under or in connection with the Agreement for:
 - ▲ personal injury or death;
 - ▲ fraud or willful misconduct; or
 - ▲ a breach of clause 7.

9.4. **No liability for other's failure:** Neither party will be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party or its personnel.

9.5. **Mitigation:** Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement.



10. **Term, Termination and Suspension**

10.1. Duration: Unless terminated under this clause (10), the Agreement:

- a. starts on the Start Date; and
- b. will be automatically renewed on the same terms and conditions (subject to clause 10.2) monthly, unless either party gives terminates the subscription.
- c. The Subscriber may cancel their subscription at any time. They will continue to maintain access to the System for the duration of their paid subscription period.
- d. Where ongoing subscription fees are not paid, OSACO may immediately cancel access to the SaaS system, and the subscription

10.2. Fee Review: OSACO reserves the right to increase or adjust Fees payable by the Permitted User during the subscription period, unless specific fees have been specified for a specific time (i.e. a 'special offer'). OSACO will notify the Subscriber in writing at least two weeks in advance of increases, and current fees will be displayed on the OSACO website. The Permitted User retains the option to terminate this agreement in accordance with clause 10.1 above.

10.3. Other Termination rights:

- a. Either party may, by notice to the other party, immediately terminate the Agreement if the other party:
 - i. breaches any material provision of the Agreement and the breach is not:
 - ▲ remedied within 10 days of the receipt of a notice from the first party requiring it to remedy the breach; or
 - ▲ capable of being remedied;
 - ii. becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason; or
 - iii. is unable to perform a material obligation under the Agreement for 30 days or more due to Force Majeure.
- b. If the remedies in clause 6.4c are exhausted without remedying or settling the IP Claim, OSACO may, by notice to the Permitted User, immediately terminate the Agreement.

10.4. Consequences of termination or expiration:



- a. Termination or expiration of the Agreement does not affect either party's rights and obligations that accrued before that termination or expiration.
- b. On termination or expiration of the Agreement, the Permitted User must pay all Fees for Services provided prior to that termination or expiration.
- c. Client will not be entitled to any refund of Fees in respect of unutilized Services that have been paid for in advance.
- d. Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination or expiration of the Agreement, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.

10.5. **Obligations continuing:** Clauses which, by their nature, are intended to survive termination or expiration of the Agreement, including clauses 4.4, 6, 7, 8, 9, 10.4, 10.5 and 11, continue in force.

10.6. **Suspending access:** Without limiting any other right or remedy available to OSACO, OSACO may restrict or suspend the Permitted User's access to the SaaS Service where the Permitted User

- a. undermines, or attempts to undermine, the security or integrity of the SaaS Service or any Underlying Systems;
- b. uses, or attempts to use, the SaaS Service:
 - i. for improper purposes; or
 - ii. in a manner, other than for normal operational purposes, that materially reduces the operational performance of the SaaS Service; or
- c. has otherwise materially breached the Agreement (in OSACO's reasonable opinion).

10.7. **Notice:** OSACO must notify the Permitted User where it restricts or suspends the Permitted User's access under clause 10.5.

11. **Disputes**

11.1. **Good faith negotiations:** Before taking any Court or other legal action, a party must use best efforts to resolve any dispute, difference, controversy or claim arising out of or in connection with this contract, or the subject matter of this contract, or any question about its existence, breach, termination or validity (the "Dispute") through good faith negotiations by members of the parties' senior leadership.

11.2. **Referral to arbitration:**



If the Dispute remains unresolved after the expiration of thirty (30) business days from the date of referral to the parties' senior leadership, or such longer period as may be agreed, either party may, by notice to the other party, require the Dispute to be submitted for final determination by arbitration pursuant to clause 11.3.

11.3. **Arbitration:** Unless the Parties otherwise agree, the Dispute shall be referred to and finally resolved by arbitration in accordance with Commercial Arbitration Rules and Mediation Procedures prepared by the American Arbitration Association. The number of arbitrators shall be one. The place of arbitration shall be New York, New York. The language to be used in the arbitral proceedings shall be English. Any arbitration shall be final and binding.

11.4. **No disruption:**

Pending resolution of the Dispute, the Parties will continue to perform their respective obligations under this Agreement, unless otherwise agreed to in writing, provided that where Permitted User has ceased paying the Fees, OSACO may suspend provision of the Services pending resolution of the Dispute.

11.5. **Interim relief:**

The provisions of this clause (11) relating to arbitration of any Dispute shall not preclude either party from obtaining urgent injunctive or interlocutory relief from a court of competent jurisdiction pending the decision of the arbitrator.

12. **General**

12.1. **Force Majeure:** Neither party is liable to the other for any failure to perform its obligations under the Agreement to the extent caused by Force Majeure, provided that the affected party:

- a. immediately notifies the other party and provides full information about the Force Majeure;
- b. uses best efforts to overcome the Force Majeure; and
- c. continues to perform its obligations to the extent practicable; and the contract is automatically terminated after ten (10) business days since the party has claimed the benefit from the clause.

12.2. **Rights of third-parties:** No person other than OSACO and the Permitted User has any right to a benefit under, or to enforce, the Agreement.

12.3. **Waiver:** To waive a right under the Agreement, that waiver must be in writing and signed by the waiving party.



- 12.4. Independent contractor: Subject to clause 4.2, OSACO is an independent contractor of the Permitted User, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under the Agreement.
- 12.5. Notices: A notice given by a party under the Agreement must be delivered to the other party via email using the email address set out in the Accepted Proposal or otherwise notified by the other party for this purpose.
- 12.6. Severability: Any illegality, unenforceability or invalidity of a provision of the Agreement does not affect the legality, enforceability or validity of the remaining provisions of the Agreement.
- 12.8. Entire agreement: The Agreement sets out everything agreed by the parties relating to the Services, and supersedes and cancels anything discussed, exchanged or agreed prior to the Subscription Start Date. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the Agreement that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any effect.
- 12.9. Subcontracting and assignment:
 - a. The Permitted User may not assign, novate, subcontract or transfer any right or obligation under the Agreement without the prior written consent of OSACO, that consent not to be unreasonably withheld. The Permitted User remains liable for its obligations under the Agreement despite any approved assignment, subcontracting or transfer. Any assignment, novation, subcontracting or transfer must be in writing.
- 12.10. Law: The Agreement is governed by, and must be interpreted in accordance with, the laws of the State of Delaware. Each party submits to the non-exclusive jurisdiction of the Courts of State of Delaware and New York in relation to any dispute connected with the Agreement.
- 12.11. Counterparts: The Agreement may be signed in counterparts, each of which constitutes an original and all of which constitute the same agreement. A party may enter the Agreement by signing and emailing a counterpart copy to the other party.