

SUBSCRIPTION LICENSE AGREEMENT

Effective Date means the date of execution of this Agreement.

“Customer” means the legal entity entering into this Agreement with OGI Bio Ltd.

This Subscription Licencing Agreement ("Agreement") is a legal agreement between the Customer and **OGI Bio Ltd**, with a registered address at Floor 3, 1-4 Atholl Crescent, Edinburgh, EH3 8HA, United Kingdom ("Company"), for the use of the **Ogibiotec** application ("Software"). By downloading, installing, or using the Software, the Customer agrees to be bound by the terms of this Agreement. If the Customer does not agree to these terms, do not install or use the Software.

1. LICENSE GRANT

The Company shall make the Software available for use.

The Company grants the Customer a non-exclusive, non-transferable, revocable license to use the Software from the start of this Agreement until Termination subject to the terms of this Agreement.

This Agreement comes into force upon first use of the Software.

2. RESTRICTIONS

The Customer may not sub-license and must not purport to sub-license any rights granted under this agreement.

The licence granted by the Company to the Customer is subject to the limitations regarding the identity of users and the number of users as set out in the Agreement.

The Software may only be used by the Customer.

The Customer agree not to:

- Sell, transmit, host, or otherwise commercially exploit the Software.
- Copy or use the Software only for internal business operations, in accordance with the terms of this Agreement.
- Modify, decrypt, reverse compile, or reverse engineer the Software.

Any unauthorized use of the Software may result in the termination of this Agreement and legal action.

3. INTELLECTUAL PROPERTY

The Software, its contents, and any trademarks, logos, or other intellectual property associated with it are the exclusive property of the Company. The Customer is granted no rights or ownership over the Software except as explicitly stated in this Agreement.

4. PAYMENTS

The Company shall issue invoices for the Subscription Fees to the Customer from time to time.

The Customer must pay the Subscription Fees within 30 days following the issue of an invoice in accordance with this clause.

If the Customer does not pay any amount due under this Agreement to the Company properly, the Company may charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time. (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).

5. LIMITED WARRANTY AND LIABILITY

The Software is provided "as is" without any warranties of any kind, either express or implied. The Company shall not be liable for any damages arising from the use or inability to use the Software, including but not limited to direct, indirect, incidental, or consequential damages.

6. UPDATES

The Company may regularly update the Software with new features, bug fixes, and other enhancements. These updates may be applied automatically or require manual installation. Continued use of the Software after an update constitutes acceptance of the updated version.

7. CUSTOMER FEEDBACK

If the Customer provides any feedback, suggestions, or ideas regarding the Software, they agree that the Company may use, implement, or modify the Software based on this feedback without any obligation to provide compensation or credit to the Customer.

8. DATA COLLECTION AND PRIVACY

The Company may collect and process certain personal information from the Customer, including email address, as part of the Software's operation. The handling of personal data is governed by the Companies **Privacy Policy**, which can be accessed at: <https://ogibiotec.com/privacy-policy/>.

By using the Software, the Customer consents to the collection and processing of their personal data as described in the Companies Privacy Policy.

9. INDEMNIFICATION

The Customer agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, damages, losses, and expenses arising from their use of the Software in violation of this Agreement.

10. TERMINATION

This Agreement is effective until terminated. For the avoidance of doubt, the licences of the Software in this Agreement shall terminate upon the termination of this Agreement. The Company reserves the right to terminate this Agreement and revoke the Customers access to the Software at any time if they violate any terms of this Agreement.

11. Jurisdiction

This Agreement shall be governed by and construed in accordance with Scottish Law. The courts of Scotland shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

12. CONTACT INFORMATION

For any questions regarding this Agreement, the Customer may contact the Company at **help@ogibiotec.com**.

By using the Software, the Customer acknowledge that they have read, understood, and agree to be bound by this Agreement.

The Service is subject to the availability, support, and performance commitments described in the applicable Service Level Agreement (SLA), if provided.