

TETRIXX
FINANCIAL ANALYST COPILOT

END USER LICENCE AGREEMENT (EULA)
(EULA)

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PART I – PRELIMINARY PROVISIONS

1. Definitions and Interpretation

1.1 Definitions

In this End User Licence Agreement (“Agreement”), unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

“Account” means a registered user profile created to access or use the Software or any part of the Services.

“Affiliate” means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party.

“Agreement” means this End User Licence Agreement together with all schedules, annexures, appendices, policies and amendments incorporated herein.

“AI Models” means all proprietary and third-party artificial intelligence models, machine learning models, large language models, neural networks, predictive models, analytical engines, retrieval systems, reasoning systems, and related technologies integrated into or utilised by the Software.

“API” means the Application Programming Interface provided by TETRIX to enable authorised software integrations.

“Authorised User” means an individual authorised by a Licensee to access and use the Software in accordance with this Agreement.

“Beta Features” means experimental, preview, pilot or pre-release functionalities made available for testing prior to commercial release.

“Business Day” means any day other than a Saturday, Sunday or public holiday in the Federal Republic of Nigeria.

“Confidential Information” means all non-public information disclosed by either Party including business information, trade secrets, software architecture, source code, algorithms, documentation, pricing, customer information, research, models, security procedures and technical specifications.

“Content” means any text, reports, analyses, visualisations, charts, graphics, audio, video, files, datasets or other materials generated, uploaded, stored or transmitted through the Software.

“Documentation” means user manuals, implementation guides, API documentation, technical specifications, operational guides, knowledge bases and other written materials relating to the Software.

“Enterprise Licence” means a licence granted to a corporate entity or organisation permitting multiple authorised users to access the Software under agreed commercial terms.

“Feedback” means any suggestion, recommendation, enhancement request, correction, idea or other input voluntarily provided by a User relating to the Software.

“Intellectual Property Rights” means all present and future rights recognised under applicable law including copyrights, patents, trademarks, trade dress, trade secrets, database rights, design rights, confidential information, know-how, software rights and all similar proprietary rights whether registered or unregistered.

“Licence” means the limited, revocable, non-exclusive, non-transferable licence granted under this Agreement.

“Licensee” means any individual or legal entity granted rights to use the Software pursuant to this Agreement.

“Market Data” means financial market information, prices, indices, corporate actions, earnings information, news, research data, economic indicators and other financial datasets obtained from TETRIX or third-party providers.

“Mobile Application” means the official TETRIX mobile software application developed for smartphones, tablets or similar mobile devices.

“Permitted Purpose” means lawful financial research, investment analysis, market intelligence, portfolio analysis, financial reporting and other authorised business purposes expressly permitted by this Agreement.

“Personal Data” shall have the meaning assigned under the Nigeria Data Protection Act, 2023 and any successor legislation.

“Professional User” means a financial analyst, investment adviser, portfolio manager, trader, wealth manager, institutional user or other professional authorised to use the Software.

“Proprietary Technology” means all proprietary software, algorithms, prompts, prompt engineering methodologies, AI systems, scoring engines, workflows, source code, object code, databases, interfaces, analytics engines, valuation

models, financial intelligence systems and other technologies developed or licensed by TETRIX.

“Services” means all software services, AI services, APIs, cloud services, support services, updates, maintenance, hosted applications and related offerings provided by TETRIX.

“Software” means the TETRIX Financial Analyst CoPilot platform including its web application, mobile applications, desktop applications, APIs, SDKs, AI models, databases, analytics engines, dashboards, user interfaces, documentation, updates and all associated software components.

“Subscription” means a time-limited licence purchased for access to the Software.

“TETRIX”, “we”, “our”, or “us” means TETRIX Labs and its successors, assigns, subsidiaries, affiliates, licensors and authorised service providers.

“Third-Party Software” means software, datasets, libraries, APIs or services owned by parties other than TETRIX and incorporated into or used with the Software.

“Updates” means bug fixes, security patches, maintenance releases, enhancements, feature improvements and modifications made available by TETRIX.

“User” means any person who accesses or uses the Software.

1.2 Interpretation

Unless the context otherwise requires:

- a. words importing the singular include the plural and vice versa;
- b. references to any gender include every gender;
- c. references to persons include individuals, corporations, partnerships, governmental authorities, trusts, associations and other legal entities;
- d. headings are inserted for convenience only and shall not affect interpretation;
- e. references to legislation include amendments, consolidations, replacements and subordinate legislation made thereunder;
- f. references to writing include electronic communications;
- g. the words “including”, “includes”, “such as” and similar expressions shall be interpreted as meaning “including without limitation”;

- h. references to clauses, schedules and appendices refer to provisions of this Agreement unless expressly stated otherwise; and
- i. where any ambiguity exists, this Agreement shall not be construed against the drafting Party.

2. Acceptance of this Agreement

2.1 Binding Agreement

This Agreement constitutes a legally binding contract between TETRIXX and the Licensee governing the use of the Software.

2.2 Acceptance

The Licensee accepts this Agreement by:

- j. creating a TETRIXX account;
- k. clicking “Accept”, “Agree”, “Install”, “Continue” or any equivalent electronic acceptance mechanism;
- l. downloading, installing, accessing or using the Software;
- m. purchasing or activating a Subscription;
- n. accessing the Software through an Enterprise Licence; or
- o. otherwise using any part of the Software.

2.3 Legal Capacity

The Licensee represents and warrants that it possesses full legal capacity and authority to enter into this Agreement and perform all obligations arising hereunder.

2.4 Enterprise Acceptance

Where acceptance is made on behalf of an organisation, the individual accepting this Agreement represents and warrants that they possess authority to bind the relevant organisation.

2.5 Refusal of Terms

Any person who does not agree to every provision contained herein must immediately discontinue all access to and use of the Software.

3. Scope of Licence

3.1 Licence Scope

Subject to continued compliance with this Agreement, TETRIXX grants the Licensee a limited licence to access and use the Software solely for the Permitted Purpose.

3.2 Nature of Licence

The Licence granted is:

- limited; • revocable; • non-exclusive; • non-transferable; • non-sublicensable; and • subject to all restrictions contained in this Agreement.

3.3 No Transfer of Ownership

Nothing contained in this Agreement transfers ownership of the Software or any Intellectual Property Rights to the Licensee.

3.4 Reserved Rights

All rights not expressly granted under this Agreement are reserved exclusively by TETRIXX.

3.5 Geographic Scope

Unless otherwise restricted by applicable law or export regulations, the Software may be accessed globally subject to regulatory requirements, sanctions laws and applicable licensing restrictions.

4. Eligibility

4.1 Minimum Age

Users must be at least eighteen (18) years of age or such higher age as may be required under applicable law.

4.2 Corporate Users

Corporate entities may only use the Software through authorised representatives possessing appropriate authority.

4.3 Restricted Persons

The Software may not be used by:

- p. persons prohibited under applicable sanctions laws;
- q. individuals subject to export restrictions;
- r. persons barred by financial regulatory authorities;
- s. individuals using the Software for unlawful purposes; or
- t. users previously suspended or terminated by TETRIX.

4.4 Compliance Verification

TETRIX reserves the right to conduct identity verification, due diligence, Know Your Customer (KYC) checks, anti-money laundering (AML) screening, sanctions screening or other lawful verification procedures where necessary.

5. Software Ownership

5.1 Ownership

The Software is licensed and not sold.

5.2 Proprietary Rights

The Software remains the exclusive property of TETRIX and its licensors.

5.3 Intellectual Property

All copyrights, patents, trademarks, trade secrets, database rights, AI models, algorithms, prompts, prompt engineering methodologies, interfaces, workflows, documentation and other proprietary rights remain vested exclusively in TETRIX.

5.4 No Implied Rights

No ownership, licence or proprietary interest shall arise except as expressly provided under this Agreement.

5.5 Improvements

Any improvements, enhancements, modifications or derivative technologies developed by TETRIX shall remain the exclusive property of TETRIX.

6. Grant of Licence

6.1 Licence Grant

Subject to this Agreement and payment of applicable fees, TETRIXX grants the Licensee a limited licence to install, access and use the Software solely during the applicable Subscription period.

6.2 Authorised Use

The Licence permits use only for lawful internal business or personal financial research purposes consistent with the selected Subscription.

6.3 Enterprise Licences

Enterprise customers may permit authorised employees, contractors or representatives to access the Software within the limits specified in their Enterprise Licence.

6.4 Subscription Limitations

The scope of permitted access shall depend upon the Subscription Plan purchased.

6.5 Temporary Suspension

TETRIXX may suspend the Licence where necessary to maintain security, comply with legal obligations or protect the integrity of the Software.

7. Licence Restrictions

Except where expressly authorised in writing by TETRIXX or required by applicable law, the Licensee shall not:

- u. copy, duplicate or reproduce the Software;
- v. sell, lease, sublicense or distribute the Software;
- w. reverse engineer, decompile or disassemble the Software;
- x. create derivative works;
- y. circumvent security measures;
- z. remove proprietary notices;
- aa. exploit the Software commercially outside authorised use;
- bb. use automated scraping or data extraction tools;
- cc. use the Software to develop competing products;
- dd. interfere with platform security or performance;
- ee. use the Software for unlawful or fraudulent purposes;
- ff. bypass Subscription limitations; or
- gg. permit unauthorised persons to access the Software.

Any breach of this Clause constitutes a material breach of this Agreement.

8. Permitted Use

The Software may only be used for lawful purposes including:

- financial research; • market intelligence; • investment analysis; • portfolio evaluation; • financial reporting; • wealth advisory support; • institutional research; • investment committee preparation; • business intelligence; and • other purposes expressly authorised by TETRIXX.

The Licensee acknowledges that the Software is intended solely as an analytical decision-support tool and shall not be relied upon as a substitute for independent professional judgment, regulated investment advice or legally required due diligence.

9. Enterprise Licensing

9.1 Enterprise Agreements

Enterprise customers may enter into separate Enterprise Licence Agreements incorporating this EULA.

9.2 Additional Rights

Enterprise Licence Agreements may provide additional rights relating to:

- multiple users;
- administrative controls;
- API access;
- integrations;
- dedicated environments;
- service levels;
- onboarding;
- support services; and
- custom deployments.

9.3 Precedence

Where an executed Enterprise Licence Agreement expressly conflicts with this Agreement, the Enterprise Licence Agreement shall prevail only to the extent of the inconsistency.

9.4 Compliance

Enterprise Licensees shall ensure that all authorised users comply fully with this Agreement.

9.5 Liability

Enterprise customers shall remain responsible for all activities undertaken through accounts issued under their Enterprise Licence.

PART II – SOFTWARE USE

10. Installation and Access

10.1 Software Delivery

The Software is delivered as a cloud-hosted Software-as-a-Service (“SaaS”) solution and may also be made available through web applications, desktop applications, mobile applications, APIs, software development kits (SDKs), browser extensions, and other authorised access channels as determined by TETRIX.

10.2 Installation

Where installation is required, the Licensee shall install the Software only:

- hh. using installation packages supplied or authorised by TETRIX;
- ii. in accordance with the Documentation;
- jj. on supported operating systems and compatible devices; and
- kk. in compliance with all applicable licence restrictions.

10.3 Minimum System Requirements

The Licensee is solely responsible for ensuring that its devices, operating systems, browsers, internet connectivity and hardware satisfy the minimum technical requirements published by TETRIX from time to time.

10.4 Access Methods

The Software may be accessed through:

- secure web portals;
- desktop applications;
- mobile applications;
- enterprise deployments;
- authorised APIs;
- SDK integrations; and
- other access methods expressly approved by TETRIX.

10.5 Availability

Access to the Software is subject to scheduled maintenance, upgrades, security requirements, regulatory obligations and unforeseen technical interruptions. TETRIX does not guarantee uninterrupted availability.

10.6 Access Controls

TETRIX reserves the right to implement technical, administrative and security controls governing access to the Software, including device verification, session management, IP restrictions, geolocation controls and risk-based authentication.

11. User Accounts

11.1 Account Registration

Access to certain features of the Software requires the creation of a registered Account.

The Licensee shall provide complete, accurate and current registration information.

11.2 Account Ownership

Accounts are personal to the registered User unless issued under an Enterprise Licence.

The Licensee shall not sell, transfer, assign or otherwise dispose of any Account without the prior written consent of TETRIX.

11.3 Account Security

The Licensee shall maintain the confidentiality of:

- usernames;
- passwords; • API credentials; • authentication tokens; • encryption keys; and • other security credentials.

11.4 Responsibility

The Licensee is responsible for all activities conducted through its Account, whether authorised or unauthorised, unless resulting directly from the negligence or wilful misconduct of TETRIX.

11.5 Account Monitoring

TETRIX may monitor Accounts to:

- detect security incidents; • investigate suspected misuse; • comply with legal obligations; • enforce this Agreement; and • maintain platform integrity.

11.6 Suspension

Accounts may be suspended, restricted or terminated where:

- ll. fraudulent activity is suspected;
- mm. security has been compromised;
- nn. regulatory requirements so require;
- oo. this Agreement has been breached; or
- pp. continued access poses a material risk to TETRIX, other users or third parties.

12. Authentication

12.1 Authentication Requirements

Access to the Software shall require authentication using methods approved by TETRIX.

12.2 Multi-Factor Authentication

TETRIX may require Multi-Factor Authentication (“MFA”) for:

- Enterprise users; • administrative accounts; • privileged users; • API access; or • any other category of users considered high-risk.

12.3 Credential Protection

The Licensee shall immediately notify TETRIX upon becoming aware of:

- compromised credentials; • suspected unauthorised access; • credential theft; • phishing incidents; or • other authentication-related security events.

12.4 Authentication Technologies

TETRIX may utilise:

- passwords; • biometric authentication; • security tokens; • hardware authentication devices; • OAuth; • Single Sign-On (SSO); • federated identity services; and • other commercially reasonable authentication technologies.

12.5 Revocation

TETRIX may revoke authentication credentials where necessary to protect the Software or comply with applicable law.

13. Device Limitations

13.1 Authorised Devices

The Software may only be accessed using devices approved under the applicable Subscription Plan.

13.2 Device Registration

TETRIX may require devices to be registered before access is permitted.

13.3 Concurrent Usage

Unless expressly authorised under an Enterprise Licence, simultaneous use of the same Account across multiple devices may be limited or prohibited.

13.4 Device Security

The Licensee shall ensure that all devices used to access the Software:

- are protected by passwords or biometric controls;
- maintain current operating system updates;
- utilise appropriate anti-malware protection;
- employ reasonable cybersecurity measures; and
- are free from known malicious software.

13.5 Lost or Stolen Devices

The Licensee shall promptly notify TETRIX if a device used to access the Software is lost, stolen or compromised.

14. Subscription Requirements

14.1 Subscription Plans

Access to the Software is subject to the Subscription Plan purchased by the Licensee.

14.2 Subscription Scope

Subscription Plans determine:

- available features;
- user limits;
- API access;
- storage capacity;
- AI usage allowances;
- support entitlements;
- reporting capabilities;
- integration rights; and
- enterprise functionality.

14.3 Payment

Subscription fees shall be paid in accordance with the applicable commercial agreement or Terms of Service.

14.4 Renewal

Subscriptions may renew automatically unless cancelled in accordance with the applicable subscription terms.

14.5 Upgrades and Downgrades

TETRIX may permit the Licensee to upgrade or downgrade Subscription Plans subject to applicable pricing, eligibility requirements and notice periods.

14.6 Non-Payment

Failure to pay applicable fees may result in:

- suspension of access;
- reduction of functionality;
- termination of the Licence; or
- permanent deletion of certain data following applicable retention periods.

15. Trial Licences

15.1 Trial Access

TETRXXX may offer Trial Licences permitting temporary evaluation of the Software.

15.2 Evaluation Purpose

Trial Licences are granted solely for internal evaluation and testing purposes.

15.3 Feature Limitations

Trial versions may contain:

- restricted functionality;
- limited AI usage;
- limited storage;
- reduced integrations;
- evaluation watermarks;
- shortened retention periods; and
- other restrictions determined by TETRXXX.

15.4 Conversion

Upon expiry of a Trial Licence, continued access requires purchase of an applicable Subscription.

15.5 No Obligation

TETRXXX is under no obligation to continue offering Trial Licences or convert trial functionality into commercial offerings.

16. Beta Features

16.1 Availability

TETRXXX may provide Beta Features for testing and evaluation.

16.2 Experimental Nature

The Licensee acknowledges that Beta Features:

- are experimental;
- may contain defects;
- may change significantly;
- may be discontinued without notice; and
- are not intended for production environments unless expressly authorised.

16.3 Feedback

The Licensee agrees to provide reasonable feedback regarding Beta Features where requested by TETRXXX.

16.4 No Warranty

Beta Features are provided strictly “AS IS” and “AS AVAILABLE” without any warranty of any kind.

16.5 Termination

TETRXXX may suspend or withdraw Beta Features at any time without liability.

17. Updates and Upgrades

17.1 Updates

TETRXXX may release Updates to:

- improve security;
- correct defects;
- improve performance;
- enhance functionality;
- comply with legal requirements; or
- support technological developments.

17.2 Mandatory Updates

Certain Updates may be mandatory where required for security, regulatory compliance or platform integrity.

17.3 Automatic Installation

Where technically feasible, Updates may be installed automatically.

17.4 Compatibility

The Licensee acknowledges that failure to install required Updates may affect compatibility, functionality or security.

17.5 Upgrade Rights

Eligibility for major software upgrades shall depend upon the applicable Subscription Plan or Enterprise Agreement.

18. AI Services

18.1 AI Functionality

The Software incorporates Artificial Intelligence technologies to assist Users in analysing financial information, market data, portfolios, investment research and related financial matters.

18.2 Decision Support Only

AI-generated outputs are provided solely for informational and analytical purposes and shall not constitute:

- investment advice; • financial advice; • tax advice; • legal advice; • accounting advice; • fiduciary recommendations; or • automated investment decisions.

18.3 Human Oversight

Users remain solely responsible for reviewing, validating and independently assessing all AI-generated outputs before relying upon them.

18.4 AI Limitations

The Licensee acknowledges that AI outputs:

- may contain inaccuracies; • may rely upon incomplete data; • may become outdated; • may omit relevant information; • should not be treated as definitive conclusions; and • require independent professional verification where appropriate.

18.5 AI Governance

Use of AI Services shall comply with Schedule 4 (AI Usage Rules), Responsible AI principles and any applicable AI governance policies issued by TETRIX.

19. API Licence

19.1 API Access

Subject to the applicable Subscription or Enterprise Agreement, TETRIX may grant the Licensee a limited licence to access authorised APIs.

19.2 API Restrictions

The Licensee shall not:

- qq. exceed published rate limits;
- rr. circumvent authentication controls;
- ss. misuse API credentials;
- tt. scrape data beyond authorised permissions;
- uu. create unauthorised competing services;
- vv. interfere with API performance; or
- ww. use APIs contrary to the Documentation.

19.3 API Keys

API keys remain the confidential property of TETRIX and may be revoked at any time.

19.4 Monitoring

TETRIX may monitor API usage for:

- security;
- fraud prevention;
- compliance;
- service optimisation; and
- enforcement of this Agreement.

19.5 Changes

TETRIX may modify, deprecate or discontinue APIs upon reasonable notice, except where immediate action is required for security, legal or operational reasons.

20. Third-Party Components

20.1 Integration

The Software may incorporate or interact with Third-Party Software, market data providers, cloud services, identity providers, payment processors and other external technologies.

20.2 Independent Terms

Certain Third-Party Components may be governed by separate licence agreements, terms of use or privacy policies.

20.3 Compliance

The Licensee agrees to comply with all applicable third-party licensing requirements where access to Third-Party Components is provided through the Software.

20.4 Availability

TETRIX shall not be responsible for interruptions, delays or failures arising solely from Third-Party Components outside its reasonable control.

20.5 Third-Party Rights

Nothing in this Agreement shall be interpreted as granting ownership or licensing rights in Third-Party Components beyond those expressly authorised by the relevant third-party licensors.

20.6 Modification and Replacement

TETRIX reserves the right to replace, modify or discontinue Third-Party Components where necessary to maintain security, legal compliance, operational continuity or service quality.

PART III – INTELLECTUAL PROPERTY

21. Ownership of Software

21.1 Proprietary Ownership

The Software is licensed, not sold. The Licensee acknowledges and agrees that the Software, together with all associated technologies, remains the exclusive

property of TETRIXX and its licensors. No ownership, title or proprietary interest in the Software is transferred to the Licensee under this Agreement.

21.2 Ownership of the Software

Without limitation, TETRIXX shall retain all legal and beneficial ownership, title and interest in and to:

- xx. the TETRIXX Financial Analyst CoPilot platform;
- yy. all web, desktop and mobile applications;
- zz. APIs, SDKs and developer tools;
- aaa. artificial intelligence systems and services;
- bbb. machine learning models;
- ccc. large language model implementations;
- ddd. financial analytics engines;
- eee. portfolio analytics engines;
- fff. valuation models;
- ggg. risk assessment models;
- hhh. scoring methodologies;
- iii. prompt engineering frameworks;
- jjj. proprietary prompts;
- kkk. source code;
- lll. object code;
- mmm. executable files;
- nnn. software architecture;
- ooo. system design;
- ppp. databases;
- qqq. workflows;
- rrr. dashboards;
- sss. user interface designs;
- ttt. visualisations;
- uuu. documentation;
- vvv. reports;
- www. all associated technologies forming part of the Software.

21.3 No Transfer of Ownership

Nothing contained in this Agreement shall be interpreted as:

- xxx. assigning ownership;

- yyy. transferring title;
- zzz. conveying proprietary rights;
- aaaa. granting equitable interests; or
- bbbb. creating any licence other than the limited licence expressly granted under this Agreement.

21.4 Future Developments

All future:

- software releases; • improvements; • enhancements; • updates; • upgrades; • new modules;
- extensions; • integrations; • AI capabilities; • predictive models; • analytical engines;
- APIs; • interfaces; and • technologies,

developed by or on behalf of TETRIXX shall remain the exclusive property of TETRIXX unless expressly agreed otherwise in writing.

21.5 Enterprise Deployments

Where the Software is deployed within an enterprise environment, hosted environment or private cloud environment, ownership of the Software shall remain exclusively vested in TETRIXX irrespective of the infrastructure upon which the Software operates.

21.6 No Ownership by Possession

Installation, access, subscription, payment of licence fees or continued use of the Software shall not confer upon the Licensee any ownership rights in the Software or any component thereof.

21.7 Intellectual Property Notices

The Licensee shall not remove, obscure, alter or conceal any copyright notices, trademarks, proprietary legends, patent notices or other ownership notices appearing within or upon the Software.

21.8 Protection of Proprietary Rights

The Licensee shall take reasonable steps to preserve and protect the proprietary rights of TETRIXX and shall promptly notify TETRIXX of any suspected infringement, unauthorised use or misappropriation of the Software or its Intellectual Property Rights.

22. Copyright

22.1 Copyright Ownership

The Software and all components thereof are protected by applicable copyright laws, including the Copyright Act, 2022 (Nigeria), international copyright conventions, treaties and other applicable intellectual property laws.

22.2 Protected Works

Copyright protection extends to, without limitation:

- cccc. software source code;
- dddd. object code;
- eeee. compiled applications;
- ffff. APIs;
- gggg. databases;
- hhhh. documentation;
- iiii. manuals;

jjjj. reports;
kkkk. templates;
llll. dashboards;
mmmm. user interfaces;
nnnn. layouts;
oooo. screen displays;
pppp. graphics;
qqqq. icons;
rrrr. visualisations;
ssss. algorithms expressed in software code;
tttt. workflows;
uuuu. prompts;
vvvv. prompt libraries;
www. AI-generated interface structures;
xxxx. software architecture documentation;
yyyy. audiovisual content;
zzzz. website content; and
aaaaa. all derivative copyrightable works developed by TETRIXX.

22.3 Restrictions

Except where expressly permitted by this Agreement or by mandatory provisions of applicable law, the Licensee shall not:

bbbbbb. reproduce the Software;
ccccc. duplicate any substantial part of the Software;
ddddd. publish the Software;
eeeee. distribute copies;
fffff. commercially exploit copyrighted materials;
ggggg. create derivative works;
hhhhh. adapt or modify copyrighted content;
iiii. translate the Software;
jjjj. digitise proprietary documentation;
kkkkk. copy proprietary prompts;
llll. extract protected databases; or
mmmmm. otherwise infringe TETRIXX's copyright.

22.4 Limited Permitted Copies

The Licensee may make only those copies reasonably necessary for:

nnnnn. authorised installation;
ooooo. temporary system caching;
ppppp. disaster recovery;
qqqqq. lawful backup;
rrrrr. internal archival purposes,

provided such copies retain all proprietary notices and remain subject to this Agreement.

22.5 Copyright Notices

The Licensee shall preserve all copyright notices, attribution statements, licence information and proprietary legends contained within the Software.

22.6 Monitoring and Enforcement

TETRIX reserves the right to investigate suspected copyright infringement and pursue all available civil, criminal and equitable remedies available under applicable law.

22.7 Injunctive Relief

The Licensee acknowledges that unauthorised copying or reproduction of the Software may cause irreparable harm to TETRIX for which monetary damages alone may be inadequate. Accordingly, TETRIX shall be entitled to seek injunctive relief, specific performance or other equitable remedies in addition to any other remedies available at law.

23. AI Models

23.1 Ownership of AI Models

All Artificial Intelligence technologies incorporated into the Software, including machine learning models, large language model implementations, retrieval systems, reasoning systems, prompt engineering frameworks, model orchestration technologies and associated infrastructure are proprietary to TETRIX or its licensors.

23.2 Proprietary Components

Without limitation, the following constitute proprietary technology owned or licensed by TETRIX:

- sssss. AI workflows;
- ttttt. prompt engineering methodologies;
- uuuuu. prompt libraries;
- vvvvv. system prompts;
- wwwww. orchestration logic;
- xxxxx. retrieval-augmented generation (RAG) frameworks;
- yyyyy. financial intelligence pipelines;
- zzzzz. analytical reasoning workflows;
- aaaaa. model fine-tuning configurations;
- bbbbb. evaluation frameworks;
- ccccc. confidence scoring mechanisms;
- dddddd. ranking algorithms;
- eeeeee. AI governance controls;
- fffff. guardrails;
- ggggg. validation systems;
- hhhhh. output formatting methodologies;
- iiiiii. reasoning templates; and
- jjjjj. AI performance optimisation techniques.

23.3 No Rights in AI Models

The Licence granted under this Agreement does not confer upon the Licensee any ownership or proprietary rights in:

- AI models; • model weights; • embeddings; • vector databases; • training methodologies;
- datasets used for model development; • prompt engineering techniques; • inference pipelines; • orchestration systems; or • AI infrastructure.

23.4 Restrictions on AI Use

The Licensee shall not:

- kkkkkk. copy AI models;
- lllll. extract model weights;
- mmmmmm. reverse engineer prompts;
- nnnnnn. recreate model architectures;
- oooooo. attempt to discover proprietary prompts;
- pppppp. train competing models using the Software;
- qqqqqq. use outputs to replicate TETRIX's proprietary AI systems;
- rrrrrr. benchmark the AI models for publication without prior written consent;
- ssssss. circumvent AI safety mechanisms;
- ttttt. manipulate AI guardrails;
- uuuuuu. interfere with model behaviour;
- vvvvvv. use the AI Services to develop competing artificial intelligence products; or
- wwwwww. otherwise misuse the AI technologies.

23.5 AI Outputs

Subject to applicable law and the rights of third-party data providers, the Licensee may use AI-generated outputs solely for lawful purposes permitted under this Agreement.

The Licensee acknowledges that:

- xxxxxx. AI-generated outputs are generated dynamically;
- yyyyyy. identical or similar outputs may be generated for other users;
- zzzzzz. AI outputs do not constitute ownership of the underlying AI models;
- aaaaaa. receipt of AI outputs does not confer any proprietary rights in the Software or AI systems; and
- bbbbbb. TETRIX retains all ownership rights in the technologies used to generate such outputs.

23.6 AI Training Restrictions

Unless expressly authorised in writing by TETRIX, the Licensee shall not use the Software, AI outputs or associated technologies for:

- cccccc. training machine learning models;
- dddddd. developing foundation models;
- eeeeee. improving competing AI systems;
- ffffff. constructing datasets for commercial AI development;
- gggggg. synthetic data generation intended for competing products; or
- hhhhhh. any activity designed to replicate or substitute the functionality of the Software.

23.7 Responsible AI Protection

The Licensee shall not intentionally attempt to:

- iiiiiii. bypass AI governance controls;
- jjjjjjj. exploit vulnerabilities in AI systems;
- kkkkkkk. induce prohibited outputs;
- lllllll. generate unlawful or harmful content;
- mmmmmmm. manipulate system safeguards; or
- nnnnnnn. interfere with the secure and responsible operation of the AI Services.

23.8 Reservation of AI Rights

All rights, title and interests in the AI models, machine learning technologies, prompt engineering systems, analytical engines, reasoning frameworks and associated intellectual property not expressly licensed under this Agreement are reserved exclusively by TETRIX and its licensors.

24. Algorithms

24.1 Ownership of Algorithms

All algorithms incorporated into, supporting or utilised by the Software, whether developed independently by TETRIX or licensed from third parties, are and shall remain the exclusive intellectual property of TETRIX or its respective licensors.

24.2 Proprietary Algorithmic Technologies

Without limitation, TETRIX retains exclusive ownership of all:

- oooooooo. financial analysis algorithms;
- pppppppp. market intelligence engines;
- qqqqqqqq. portfolio analytics engines;
- rrrrrrrr. valuation models;
- sssssss. quantitative scoring methodologies;
- ttttttt. predictive analytics models;
- uuuuuuuu. risk assessment algorithms;
- vvvvvvvv. financial screening engines;
- wwwwwww. recommendation prioritisation frameworks;
- xxxxxxx. natural language processing pipelines;
- yyyyyyy. retrieval and ranking engines;
- zzzzzzz. confidence scoring systems;
- aaaaaaaa. portfolio optimisation methodologies;
- bbbbbbbbb. anomaly detection models;
- ccccccc. financial forecasting methodologies;
- dddddddd. workflow automation logic;
- eeeeeeee. decision-support frameworks;
- ffffff. model orchestration logic; and
- gggggggg. any derivative or successor algorithm developed by or for TETRIX.

24.3 Protection of Algorithms

The Licensee acknowledges that the algorithms constitute valuable confidential information and trade secrets of TETRIXX and agrees to maintain their confidentiality at all times.

24.4 Restrictions

Except to the extent expressly permitted by mandatory law, the Licensee shall not:

- hhhhhhhh. analyse the Software for the purpose of discovering algorithmic logic;
- iiiiiii. recreate or reproduce algorithmic methodologies;
- jjjjjjj. benchmark proprietary algorithms for publication;
- kkkkkkk. use the Software to develop competing algorithms;
- lllllll. extract algorithmic decision trees;
- mmmmmmm. circumvent computational safeguards;
- nnnnnnn. attempt to infer proprietary financial methodologies from outputs;
- oooooooo. exploit the Software to reverse engineer mathematical models; or
- pppppppp. knowingly facilitate any of the foregoing.

24.5 Improvements

Any enhancement, optimisation, refinement or modification to TETRIXX algorithms developed by TETRIXX shall remain the exclusive property of TETRIXX regardless of whether inspired by user feedback or market developments.

24.6 No Implied Licence

Nothing contained in this Agreement shall be interpreted as granting the Licensee any ownership, licence or other right to use any algorithm independently of the Software.

25. Databases

25.1 Ownership of Databases

All databases incorporated into or maintained as part of the Software, including their structure, organisation, selection, arrangement, metadata and compilation, are proprietary to TETRIXX or its licensors and are protected by applicable copyright, database and intellectual property laws.

25.2 Database Components

The databases protected under this Agreement include, without limitation:

- qqqqqqqq. financial intelligence databases;
- rrrrrrrr. market data repositories;
- ssssssss. securities reference databases;
- ttttttt. watchlists;
- uuuuuuuu. portfolio datasets;
- vvvvvvvv. AI knowledge repositories;
- wwwwwww. vector databases;
- xxxxxxx. embeddings;
- yyyyyyyy. prompt libraries;
- zzzzzzzz. configuration databases;
- aaaaaaaa. audit logs;
- bbbbbbbbb. system metadata;
- cccccccc. workflow templates;

ddddddddd. analytical datasets;
eeeeeeeee. proprietary taxonomies;
fffffffff. user configuration repositories;
ggggggggg. knowledge graphs; and
hhhhhhhhh. all derivative compilations and structured datasets.

25.3 Third-Party Data

Certain databases may incorporate information licensed from third-party market data providers, financial institutions, exchanges, regulators or other authorised sources.

Such information remains subject to the intellectual property rights and licensing terms of the applicable third-party providers.

25.4 Restrictions on Extraction

Except where expressly authorised in writing, the Licensee shall not:

iiiiiii. extract substantial portions of any database;
jjjjjjjj. systematically download database content;
kkkkkkkk. scrape or harvest proprietary data;
llllllll. copy database structures;
mmmmmmmm. replicate data schemas;
nnnnnnnn. create mirror databases;
oooooooo. commercially exploit proprietary datasets;
pppppppp. circumvent technical protections governing database access; or
qqqqqqqq. otherwise infringe TETRIXX's database rights.

25.5 Data Integrity

The Licensee shall not knowingly alter, corrupt, destroy or interfere with any database forming part of the Software.

25.6 Audit Rights

TETRIXX may monitor database usage and implement technical measures to detect unauthorised extraction, abnormal access patterns or misuse.

25.7 Reservation of Rights

All rights relating to proprietary databases not expressly granted under this Agreement are reserved by TETRIXX.

26. Documentation

26.1 Ownership

All Documentation supplied in connection with the Software is proprietary to TETRIXX and is protected by copyright and other applicable intellectual property laws.

26.2 Scope of Documentation

Documentation includes, without limitation:

rrrrrrrr. user manuals;
ssssssss. implementation guides;
tttttttt. administrator guides;
uuuuuuuu. API documentation;

vvvvvvvvvv. SDK documentation;
wwwwwwwww. architecture documents;
xxxxxxxxx. deployment guides;
yyyyyyyyyy. technical specifications;
zzzzzzzzzz. security documentation;
aaaaaaaaa. governance manuals;
bbbbbbbbbb. knowledge base articles;
ccccccccc. online help systems;
dddddddddd. training materials;
eeeeeeeeee. product roadmaps;
fffffffff. release notes;
gggggggggg. workflow guides;
hhhhhhhhh. compliance documentation; and
iiiiiii. all updates and revisions thereto.

26.3 Permitted Use

The Licensee may use the Documentation solely:

jjjjjjjjj. to install the Software;
kkkkkkkkkk. to configure authorised features;
lllllllll. to train authorised personnel;
mmmmmmmmm. to integrate approved systems; and
nnnnnnnnnn. for other internal purposes reasonably necessary for the authorised use of the Software.

26.4 Restrictions

The Licensee shall not:

ooooooooo. publish Documentation;
pppppppppp. reproduce Documentation for commercial purposes;
qqqqqqqqqq. distribute Documentation outside its organisation without authorisation;
rrrrrrrrrr. modify proprietary Documentation;
ssssssssss. remove proprietary notices;
ttttttttt. create derivative documentation based substantially upon TETRIXX Documentation; or
uuuuuuuuuu. use Documentation to facilitate the development of competing software.

26.5 Updates

Documentation may be updated periodically to reflect changes to the Software.

The Licensee acknowledges that continued use of outdated Documentation may affect implementation accuracy.

26.6 Return or Destruction

Upon termination of this Agreement, the Licensee shall, upon request, destroy or return all proprietary Documentation except where retention is required by applicable law or legitimate regulatory obligations.

27. Feedback

27.1 Voluntary Feedback

The Licensee may voluntarily provide comments, suggestions, recommendations, enhancement requests, ideas or other feedback relating to the Software ("Feedback").

27.2 Ownership of Feedback

To the maximum extent permitted by applicable law, the Licensee irrevocably assigns to TETRIXX all rights, title and interest in any Feedback that relates to improvements, modifications or enhancements of the Software.

Where such assignment is ineffective under applicable law, the Licensee grants TETRIXX a perpetual, irrevocable, worldwide, royalty-free, transferable, sublicensable and unrestricted licence to use, reproduce, modify, distribute, commercialise and otherwise exploit such Feedback for any lawful purpose.

27.3 No Compensation

Unless expressly agreed in writing, the Licensee shall not be entitled to any:

- compensation; • royalties; • licence fees; • profit sharing; • ownership interest; • intellectual property rights; or • other remuneration,

arising from TETRIXX's use of any Feedback.

27.4 Improvements

TETRIXX may incorporate Feedback into:

vvvvvvvvvv.	software updates;
wwwwwwwww.	AI models;
xxxxxxxxxx.	algorithms;
yyyyyyyyyy.	user interfaces;
zzzzzzzzzz.	workflows;
aaaaaaaaaa.	security enhancements;
bbbbbbbbbb.	documentation;
ccccccccc.	enterprise functionality;
ddddddddd.	APIs; and
eeeeeeeeee.	future products or services.

Any resulting improvements shall remain the exclusive property of TETRIXX.

27.5 No Confidentiality Obligation

Unless expressly agreed in writing, Feedback shall not be treated as confidential information of the Licensee, and TETRIXX shall have no obligation to maintain its confidentiality.

27.6 Moral Rights Waiver

To the fullest extent permitted by applicable law, the Licensee irrevocably waives, or agrees not to assert, any moral rights or similar rights in relation to Feedback provided under this Agreement.

27.7 No Obligation to Implement

TETRIXX is under no obligation to review, implement or respond to any Feedback submitted by the Licensee.

27.8 Survival

The rights granted to TETRIX under this Section shall survive the termination or expiration of this Agreement indefinitely.

28. Open Source Software

28.1 Incorporation of Open Source Software

The Software may include, integrate with, or depend upon certain open source software components (“Open Source Software”) licensed under one or more open source licences.

Such Open Source Software remains the property of its respective copyright holders and is subject to the terms of the applicable open source licence.

28.2 No Transfer of Ownership

Nothing contained in this Agreement shall transfer ownership of any Open Source Software incorporated into the Software.

28.3 Applicable Open Source Licences

Where Open Source Software is incorporated into the Software, the applicable licence terms governing such components shall prevail only with respect to those specific components.

Nothing contained in this Agreement shall be interpreted as restricting rights expressly granted under the applicable open source licence.

28.4 Open Source Notices

Information regarding incorporated Open Source Software, including copyright notices and applicable licences, shall be made available in Schedule 10 (Open Source Licences) or through the Documentation where applicable.

28.5 Third-Party Rights

The Licensee acknowledges that authors, contributors and copyright holders of Open Source Software may possess enforceable rights under their respective licence agreements.

28.6 No Warranty for Open Source Software

Unless otherwise expressly stated by the relevant copyright holder, Open Source Software is provided “AS IS” without warranties of any kind.

TETRIX makes no representation regarding the performance, accuracy, security or continued availability of Open Source Software beyond the warranties expressly provided in this Agreement.

28.7 Modification of Open Source Components

Where an applicable open source licence permits modification, any such modification shall remain subject to:

- ffffff. this Agreement;
- gggggggg. the applicable open source licence;
- hhhhhhhh. applicable law; and
- iiiiiii. any security or operational requirements published by TETRIX.

28.8 No Obligation to Release Proprietary Software

The incorporation of Open Source Software shall not require TETRIX to disclose, release or license any proprietary software, AI models, algorithms, source code, prompt engineering methodologies, documentation or other proprietary technologies except where expressly required by the applicable open source licence.

28.9 Separation of Proprietary Components

The Licensee acknowledges that the proprietary elements of the Software, including but not limited to AI models, financial analytics engines, portfolio analytics engines, valuation methodologies, prompt engineering systems, APIs, workflows, user interfaces and proprietary datasets, are distinct from any incorporated Open Source Software and remain exclusively owned by TETRIX or its licensors.

28.10 Updates

TETRIX reserves the right to replace, modify or discontinue any Open Source Software component where necessary to:

- jjjjjjjjjj. maintain security;
- kkkkkkkkkkkk. improve performance;
- llllllllll. address legal or licensing issues;
- mmmmmmmmmmmm. ensure compatibility; or
- nnnnnnnnnnnn. enhance the Software.

29. Trademarks

29.1 Ownership

All trademarks, service marks, trade names, business names, logos, domain names, product names, brand identifiers, slogans, icons, trade dress and other brand assets used in connection with the Software are and shall remain the exclusive property of TETRIX or its licensors.

29.2 Protected Marks

Without limitation, protection extends to:

- oooooooooooo. TETRIX;
- pppppppppppp. TETRIX LABS;
- qqqqqqqqqqqq. Financial Analyst CoPilot;
- rrrrrrrrrr. all registered and unregistered logos;
- ssssssssss. graphical symbols;
- tttttttttt. application icons;
- uuuuuuuuuuu. interface branding;
- vvvvvvvvvvv. marketing materials;
- wwwwwwwwwww. product branding;
- xxxxxxxxxxx. enterprise solution branding;
- yyyyyyyyyyyy. website branding;
- zzzzzzzzzz. software branding;
- aaaaaaaaaaaa. API branding; and
- bbbbbbbbbbbb. any future trademarks or branding adopted by TETRIX.

29.3 No Trademark Licence

Except as expressly provided in this Agreement, nothing shall grant the Licensee any licence or right to use the trademarks of TETRIX.

29.4 Limited Reference

Subject to prior written approval, Enterprise Licensees may identify themselves as authorised users of the Software provided that:

cccccccccccc. the reference is truthful;
 dddddddddddd. the reference does not imply endorsement;
 eeeeeeeeeeee. the branding complies with TETRIX's brand guidelines;
 ffffffffffff. no modification is made to the trademarks; and
 gggggggggggg. the goodwill associated with the trademarks is preserved.

29.5 Restrictions

The Licensee shall not:

hhhhhhhhhhh. register or attempt to register any trademark that is identical or confusingly similar to a TETRIX trademark;
 iiiiiiiiii. use TETRIX branding in domain names, business names, social media handles or advertising without authorisation;
 jjjjjjjjjj. alter, obscure or remove trademark notices;
 kkkkkkkkkkk. use the trademarks in a misleading manner;
 llllllllll. imply sponsorship, partnership or endorsement where none exists;
 mmmmmmmmmmm. challenge the validity or ownership of any TETRIX trademark;
 or
 nnnnnnnnnnn. knowingly assist another person to undertake any prohibited activity.

29.6 Goodwill

All goodwill arising from the use of TETRIX trademarks shall accrue solely to the benefit of TETRIX.

29.7 Infringement

The Licensee shall promptly notify TETRIX upon becoming aware of any suspected infringement, counterfeiting, misuse or unauthorised use of the TETRIX trademarks.

29.8 Reservation of Trademark Rights

All trademark rights not expressly licensed under this Agreement are reserved exclusively by TETRIX.

30. Reservation of Rights

30.1 General Reservation

Except for the limited licence expressly granted under this Agreement, TETRIX reserves all rights, title and interests in and to the Software and all associated Intellectual Property Rights.

30.2 Rights Reserved

Without limitation, TETRIX reserves all rights relating to:

oooooooooooo. the Software;
 pppppppppppp. source code;
 qqqqqqqqqqqq. object code;
 rrrrrrrrrrrr. software architecture;
 ssssssssssss. artificial intelligence models;
 tttttttttt. machine learning systems;
 uuuuuuuuuuuu. prompt engineering methodologies;
 vvvvvvvvvvvv. proprietary prompts;

wwwwwwwwwwww. algorithms;
 xxxxxxxxxxx. financial analytics engines;
 yyyyyyyyyyy. portfolio analytics engines;
 zzzzzzzzzzz. valuation methodologies;
 aaaaaaaaaaaaa. predictive models;
 bbbbbbbbbbbbb. APIs;
 cccccccccccc. SDKs;
 ddddddddddd. workflows;
 eeeeeeeeeeee. databases;
 ffffffffffff. data structures;
 gggggggggggg. dashboards;
 hhhhhhhhhhhh. user interfaces;
 iiiiiiiiii. documentation;
 jjjjjjjjjj. reports;
 kkkkkkkkkkkk. proprietary methodologies;
 llllllllll. trade secrets;
 mmmmmmmmmmm. confidential information; and
 nnnnnnnnnnn. all improvements, modifications and derivative works.

30.3 Future Technologies

All rights in future software releases, AI technologies, products, services, features, modules, enhancements, integrations and innovations developed by or for TETRIX are expressly reserved unless otherwise agreed in writing.

30.4 No Implied Licence

No licence shall arise by implication, estoppel, necessity, prior dealings, industry practice or otherwise beyond those expressly granted under this Agreement.

30.5 Government and Regulatory Rights

Nothing in this Agreement shall restrict the rights of any competent governmental or regulatory authority exercising lawful powers under applicable legislation.

30.6 Enforcement

TETRIX may, at its sole discretion and expense, investigate and enforce its Intellectual Property Rights against any person or entity engaging in actual or suspected infringement, misappropriation or unauthorised use.

The Licensee shall reasonably cooperate with TETRIX in connection with such enforcement efforts where requested.

30.7 Equitable Relief

The Licensee acknowledges that any actual or threatened infringement of TETRIX's Intellectual Property Rights may cause irreparable harm for which monetary damages alone would be inadequate.

Accordingly, TETRIX shall be entitled to seek interim, interlocutory and permanent injunctive relief, specific performance, account of profits and any other equitable remedies available under applicable law, in addition to any legal remedies.

30.8 Survival

The provisions contained in this Part III, together with all rights relating to Intellectual Property, confidentiality, ownership, trade secrets, licence restrictions, indemnities and enforcement, shall survive the expiration or termination of this Agreement for so long as the applicable Intellectual Property Rights remain enforceable under law.

30.9 Entire Intellectual Property Framework

This Part III constitutes the complete intellectual property framework governing the Software and shall be interpreted broadly to protect the proprietary rights, commercial interests and technological innovations of TETRIXX to the fullest extent permitted by applicable law.

PART IV – USER OBLIGATIONS

31. Acceptable Use

31.1 General Obligation

The Licensee shall use the Software solely in accordance with this Agreement, the applicable Subscription Plan, the Documentation, applicable laws and regulations, and generally accepted standards of responsible and ethical use.

The Licensee acknowledges that the Software is licensed exclusively for lawful purposes and shall not be used in any manner that could damage the Software, prejudice TETRIX, interfere with other users, or undermine the integrity of the Services.

31.2 Permitted Use

Subject to this Agreement, the Licensee may use the Software for lawful purposes including:

oooooooooooo. financial research;
 pppppppppppppp. market intelligence;
 qqqqqqqqqqqqqq. portfolio analysis;
 rrrrrrrrrrrrrr. investment research;
 ssssssssssssss. financial reporting;
 tttttttttttt. business intelligence;
 uuuuuuuuuuuuuu. investment committee preparation;
 vvvvvvvvvvvvvv. enterprise financial analysis;
 wwwwwwwwwwwwww. internal corporate decision support;
 xxxxxxxxxxxxxx. educational and training purposes;
 yyyyyyyyyyyyyy. regulatory compliance support;
 zzzzzzzzzzzzzz. authorised API integrations; and
 aaaaaaaaaaaaaa. any other purpose expressly approved in writing by TETRIX.

31.3 Lawful Conduct

The Licensee shall ensure that all use of the Software complies with:

bbbbbbbbbbbbbb. applicable laws;
 cccccccccccccc. financial regulations;
 dddddddddddddd. anti-money laundering legislation;
 eeeeeeeeeeeeee. anti-corruption laws;
 ffffffffffffffff. sanctions laws;
 gggggggggggggg. cybersecurity legislation;
 hhhhhhhhhhhhhh. privacy and data protection laws;
 iiiiiiiiiiiiii. intellectual property laws; and
 jjjjjjjjjjjjjj. any lawful directions issued by competent regulatory authorities.

31.4 Responsible Use

The Licensee shall:

kkkkkkkkkkkkkk. exercise independent professional judgment when relying upon Software outputs;

lllllllllll. verify AI-generated analyses where appropriate;
 mmmmmmmmmmmmm. maintain adequate internal controls over access to the Software;
 nnnnnnnnnnnnnnn. ensure only authorised users access the Software;
 oooooooooooooo. maintain appropriate cybersecurity practices;
 ppppppppppppppp. promptly report suspected security incidents;
 qqqqqqqqqqqqqq. comply with all usage limitations communicated by TETRIX; and
 rrrrrrrrrrrrrr. cooperate with TETRIX in resolving security, operational or compliance issues.

31.5 Enterprise Responsibility

Enterprise Licensees shall implement appropriate governance, internal policies and user management procedures to ensure that all Authorised Users comply with this Agreement.

31.6 Acceptable AI Use

The Licensee shall use AI-powered functionality responsibly and shall not intentionally misuse, manipulate or attempt to circumvent safeguards designed to ensure lawful, fair and responsible AI operation.

32. Prohibited Activities

32.1 General Prohibition

The Licensee shall not use the Software for any unlawful, fraudulent, unethical or unauthorised purpose.

32.2 Prohibited Conduct

Without limiting the foregoing, the Licensee shall not:

ssssssssssss. use the Software to commit fraud;
 tttttttttttt. engage in market manipulation;
 uuuuuuuuuuuuu. facilitate insider trading;
 vvvvvvvvvvvvvv. conduct unlawful securities activities;
 wwwwwwwwwwww. manipulate financial markets;
 xxxxxxxxxxxxxx. disseminate false or misleading financial information;
 yyyyyyyyyyyyyy. impersonate another individual or entity;
 zzzzzzzzzzzzzz. create false identities or Accounts;
 aaaaaaaaaaaaaa. interfere with the operation of the Software;
 bbbbbbbbbbbbbb. overload, disrupt or impair platform infrastructure;
 cccccccccccccc. introduce malware, ransomware, spyware, viruses or malicious code;
 dddddddddddddd. circumvent technical restrictions;
 eeeeeeeeeeeeeee. bypass subscription limitations;
 ffffffffffffff. harvest or scrape proprietary data without authorisation;
 gggggggggggggg. engage in denial-of-service attacks;
 hhhhhhhhhhhhhh. compromise platform security;
 iiiiiiiiiiiiii. exploit vulnerabilities;
 jjjjjjjjjjjjj. access systems without authorisation;
 kkkkkkkkkkkkkk. interfere with other users' access;

llllllllllll. transmit unlawful, defamatory, obscene, discriminatory or harmful content;
 mmmmmmmmmmmmmmmmm. upload malicious files;
 nnnnnnnnnnnnnnnnn. attempt unauthorised privilege escalation;
 oooooooooooooooooo. interfere with authentication mechanisms;
 ppppppppppppppppp. use automated bots except where expressly authorised;
 qqqqqqqqqqqqqqqq. conduct security testing without written consent;
 rrrrrrrrrrrrrrr. engage in any activity reasonably likely to damage the reputation,
 security or commercial interests of TETRIXX.

32.3 Artificial Intelligence Misuse

The Licensee shall not use the AI Services to:

ssssssssssssss. generate unlawful content;
 tttttttttttttt. generate malicious software;
 uuuuuuuuuuuuuuu. facilitate cybercrime;
 vvvvvvvvvvvvvvvv. automate financial fraud;
 wwwwwwwwwwwwwww. impersonate financial institutions;
 xxxxxxxxxxxxxxxx. manipulate financial markets;
 yyyyyyyyyyyyyyyy. create deceptive investment materials;
 zzzzzzzzzzzzzzzz. circumvent AI safety mechanisms;
 aaaaaaaaaaaaaaaa. intentionally produce misleading financial analyses;
 bbbbbbbbbbbbbbbb. exploit vulnerabilities in AI systems;
 cccccccccccccc. generate outputs designed to deceive regulators or investors; or
 dddddddddddddd. facilitate any activity prohibited by applicable law.

32.4 Financial Misconduct

The Software shall not be used to support or facilitate:

eeeeeeeeeeeeeeee. money laundering;
 ffffffffffffffff. terrorist financing;
 gggggggggggggggg. sanctions evasion;
 hhhhhhhhhhhhhhhh. securities fraud;
 iiiiiiiiiiiiii. accounting fraud;
 jjjjjjjjjjjjjj. tax evasion;
 kkkkkkkkkkkkkkkk. corruption;
 llllllllllllll. bribery;
 mmmmmmmmmmmmmmm. financial crime; or
 nnnnnnnnnnnnnnnn. any unlawful financial activity.

32.5 Monitoring and Enforcement

TETRIXX reserves the right to investigate suspected prohibited activities and may suspend, restrict or terminate access where it reasonably believes that a violation has occurred.

Where required by law, TETRIXX may report unlawful conduct to competent law enforcement agencies, regulators or other governmental authorities.

33. Reverse Engineering Restrictions

33.1 General Restriction

Except to the extent expressly permitted by mandatory applicable law, the Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, structure, architecture or underlying technology of the Software.

33.2 Prohibited Activities

The Licensee shall not:

oooooooooooooooooooo.	decompile the Software;
pppppppppppppppppppp.	disassemble executable code;
qqqqqqqqqqqqqqqqqq.	translate object code into source code;
rrrrrrrrrrrrrrrrrr.	analyse proprietary software architecture;
ssssssssssssssssss.	recreate software components;
tttttttttttttttttt.	discover proprietary algorithms;
uuuuuuuuuuuuuuuuuu.	reproduce AI workflows;
vvvvvvvvvvvvvvvvvv.	extract prompt engineering methodologies;
wwwwwwwwwwwwwwwwww.	recover model weights;
xxxxxxxxxxxxxxxxxxxx.	replicate retrieval systems;
yyyyyyyyyyyyyyyyyy.	duplicate orchestration logic;
zzzzzzzzzzzzzzzzzz.	analyse internal decision-making processes;
aaaaaaaaaaaaaaaaaaaa.	derive proprietary financial methodologies;
bbbbbbbbbbbbbbbbbbbb.	reconstruct APIs beyond authorised Documentation;
cccccccccccccccccc.	recreate proprietary interfaces;
dddddddddddddddddd.	replicate dashboards;
eeeeeeeeeeeeeeeeee.	create competing software based upon observations of the Software;
ffffffffffffffffff.	use the Software to train competing AI systems;
gggggggggggggggggg.	extract or infer proprietary datasets;
hhhhhhhhhhhhhhhhhh.	defeat encryption technologies;
iiiiiiiiiiiiiii.	bypass technical protection measures; or
jjjjjjjjjjjjjjjj.	knowingly assist any other person in undertaking any prohibited activity.

33.3 Security Research

Any security testing, vulnerability assessments, penetration testing or technical analysis of the Software may only be undertaken with the prior written authorisation of TETRIX and strictly in accordance with any authorised vulnerability disclosure programme.

33.4 Interoperability Exception

Where mandatory applicable law expressly permits limited reverse engineering solely to achieve interoperability with independently created software, such activity shall:

kkkkkkkkkkkkkkkkkk.	be limited to the minimum extent legally permitted;
llllllllllllllllll.	not disclose TETRIX's Confidential Information beyond what is strictly necessary;
mmmmmmmmmmmmmmmmmm.	not infringe Intellectual Property Rights;
nnnnnnnnnnnnnnnnnn.	not compromise the security or integrity of the Software; and

oooooooooooooooooooo. comply with all reasonable conditions imposed by TETRIX
consistent with applicable law.

33.5 Protection of Trade Secrets

The Licensee acknowledges that the Software embodies valuable trade secrets, confidential information and proprietary technologies, including AI models, prompt engineering methodologies, financial analytics engines, algorithms, databases, workflows and software architecture.

The Licensee shall take all reasonable measures to prevent the unauthorised disclosure, reproduction or misuse of such trade secrets.

33.6 Remedies

The Licensee acknowledges that any breach of this Section may cause irreparable harm to TETRIX for which monetary damages alone would be an inadequate remedy.

Accordingly, TETRIX shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek immediate suspension of access, injunctive relief, specific performance, recovery of damages, an account of profits and any other appropriate legal or equitable remedy.

33.7 Survival

The obligations contained in this Section shall survive the expiration or termination of this Agreement for so long as the relevant Confidential Information, trade secrets or Intellectual Property Rights remain protected under applicable law.

34. Security Obligations

34.1 General Security Obligation

The Licensee shall implement and maintain appropriate administrative, technical, organisational and physical security measures to safeguard the Software, User Accounts, Confidential Information, Personal Data and all systems used to access the Software.

The Licensee shall exercise a standard of care that is no less than that exercised in protecting its own confidential and commercially sensitive information, and in any event, no less than a reasonable standard of care consistent with industry best practices.

34.2 User Credential Security

The Licensee shall:

- pppppppppppppppppp. maintain the confidentiality of all usernames, passwords, authentication tokens, API keys, encryption keys and access credentials;
- qqqqqqqqqqqqqqqqqq. ensure that passwords are strong, unique and changed periodically in accordance with recognised cybersecurity standards;
- rrrrrrrrrrrrrrrrrr. prohibit the sharing of login credentials between individuals unless expressly authorised under an Enterprise Licence;
- ssssssssssssssssss. immediately disable access for users who cease to be authorised; and
- tttttttttttttttttt. promptly notify TETRIX upon becoming aware of any actual or suspected compromise of authentication credentials.

34.3 Information Security Controls

The Licensee shall implement reasonable information security measures, including where appropriate:

- uuuuuuuuuuuuuuuuuu. multi-factor authentication;
- vvvvvvvvvvvvvvvvvv. endpoint protection;

wwwwwwwwwwwwwwwwww. firewall protection;
 xxxxxxxxxxxxxxxxxx. anti-malware software;
 yyyyyyyyyyyyyyyyyy. device encryption;
 zzzzzzzzzzzzzzzzzz. vulnerability management;
 aaaaaaaaaaaaaaaaaa. access control procedures;
 bbbbbbbbbbbbbbbbbb. network monitoring;
 cccccccccccccccccc. secure backup procedures; and
 dddddddddddddddddd. security awareness training for Authorised Users.

34.4 Protection Against Unauthorised Access

The Licensee shall take reasonable steps to prevent:

eeeeeeeeeeeeeeeee. unauthorised access;
 ffffffffffffffffff. unauthorised disclosure;
 gggggggggggggggggg. unauthorised alteration;
 hhhhhhhhhhhhhhhhhh. unauthorised destruction;
 iiiiiiiiiiiiii. unauthorised copying; or
 jjjjjjjjjjjjjjjj. misuse of the Software or any associated data.

34.5 Security Incidents

The Licensee shall notify TETRIX without undue delay, and in any event within twenty-four (24) hours of becoming aware of any actual or suspected:

kkkkkkkkkkkkkkkkkk. cybersecurity incident;
 llllllllllllll. unauthorised access;
 mmmmmmmmmmmmmmmmm. Account compromise;
 nnnnnnnnnnnnnnnnnn. malware infection affecting the Software;
 oooooooooooooooooooo. data breach;
 ppppppppppppppppppp. credential theft;
 qqqqqqqqqqqqqqqqqq. ransomware incident;
 rrrrrrrrrrrrrrrrrr. phishing attack involving the Software; or
 ssssssssssssssssss. any incident reasonably likely to affect the confidentiality, integrity or availability of the Software.

34.6 Cooperation

The Licensee shall cooperate fully with TETRIX in investigating and responding to any security incident affecting the Software.

Such cooperation may include providing relevant logs, technical information, incident reports and other information reasonably required to investigate, mitigate or remediate the incident.

34.7 Security Updates

The Licensee shall promptly install or permit the installation of all mandatory security updates released by TETRIX.

Failure to implement mandatory security updates may result in suspension of access where continued use presents a material security risk.

34.8 Security Monitoring

TETRIX reserves the right to monitor usage, network activity, authentication events and system interactions for the purposes of:

tttttttttttttttt. protecting the Software;
 uuuuuuuuuuuuuuuuu. detecting security threats;
 vvvvvvvvvvvvvvvvvv. preventing fraud;
 wwwwwwwwwwwwwwwwww. maintaining platform integrity;
 xxxxxxxxxxxxxxxxxxxx. ensuring regulatory compliance; and
 yyyyyyyyyyyyyyyyyyyy. enforcing this Agreement.

Such monitoring shall be conducted in accordance with applicable privacy and data protection laws.

35. Confidentiality

35.1 Confidential Information

For the purposes of this Agreement, “Confidential Information” includes all non- public information disclosed by either Party relating to:

zzzzzzzzzzzzzzzzzz. software architecture;
 aaaaaaaaaaaaaaaaaaaa. source code;
 bbbbbbbbbbbbbbbbbbbb. object code;
 cccccccccccccccccc. AI models;
 dddddddddddddddddd. prompt engineering methodologies;
 eeeeeeeeeeeeeeeeee. proprietary prompts;
 ffffffffffffffffffff. algorithms;
 gggggggggggggggggg. financial analytics engines;
 hhhhhhhhhhhhhhhhhh. valuation methodologies;
 iiiiiiiiiiiiiiiiii. databases;
 jjjjjjjjjjjjjjjjjj. business strategies;
 kkkkkkkkkkkkkkkkkk. pricing information;
 llllllllllllllllll. customer information;
 mmmmmmmmmmmmmmmmm. product roadmaps;
 nnnnnnnnnnnnnnnnnn. technical documentation;
 oooooooooooooooooooo. research and development;
 pppppppppppppppppp. security procedures;
 qqqqqqqqqqqqqqqqqq. trade secrets; and
 rrrrrrrrrrrrrrrrrr. any information designated as confidential or which ought reasonably to be understood as confidential by its nature.

35.2 Confidentiality Obligations

Each Party shall:

ssssssssssssssssss. maintain the confidentiality of the other Party’s Confidential Information;
 tttttttttttttttt. use Confidential Information solely for the purposes contemplated by this Agreement;

uuuuuuuuuuuuuuuuuuuu. not disclose Confidential Information to any third party except as expressly authorised;

vvvvvvvvvvvvvvvvvvvv. implement appropriate safeguards to protect Confidential Information; and

wwwwwwwwwwwwwwwwwwww. restrict access to Confidential Information to personnel who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those contained herein.

35.3 Permitted Disclosures

Confidential Information may be disclosed:

xxxxxxxxxxxxxxxxxxxxx. where required by applicable law;

yyyyyyyyyyyyyyyyyyyy. pursuant to a lawful order of a court or competent regulatory authority;

zzzzzzzzzzzzzzzzzzzz. to professional advisers who are subject to confidentiality obligations;

aaaaaaaaaaaaaaaaaaaaa. to Affiliates where reasonably necessary for performance of this Agreement; or

bbbbbbbbbbbbbbbbbbbb. with the prior written consent of the disclosing Party.

Where legally permissible, the receiving Party shall provide reasonable prior notice of any compulsory disclosure to enable the disclosing Party to seek appropriate protective measures.

35.4 Exclusions

Confidential Information shall not include information which:

cccccccccccccccccccc. is or becomes publicly available through no breach of this Agreement;

dddddddddddddddddd. was lawfully known to the receiving Party before disclosure;

eeeeeeeeeeeeeeeeeeee. is independently developed without use of the disclosing Party's Confidential Information;

ffffffffffffffffffff. is lawfully obtained from a third party without breach of any confidentiality obligation; or

gggggggggggggggggggg. is expressly approved for public disclosure by the disclosing Party.

35.5 Return or Destruction

Upon termination of this Agreement or upon written request, the receiving Party shall promptly return or securely destroy all Confidential Information belonging to the disclosing Party, except where retention is required by applicable law, regulatory obligations or legitimate archival requirements.

35.6 Equitable Relief

The Parties acknowledge that unauthorised disclosure of Confidential Information may cause irreparable harm for which monetary damages alone would be inadequate.

Accordingly, the injured Party shall be entitled to seek injunctive relief, specific performance or any other equitable remedy in addition to any legal remedies available.

35.7 Survival

The obligations contained in this Section shall survive the termination or expiration of this Agreement for a period of five (5) years, provided that obligations relating to trade secrets shall survive for so long as such information remains protected as a trade secret under applicable law.

36. Export Controls

36.1 Compliance with Export Laws

The Licensee shall comply with all applicable export control laws, trade sanctions, embargo regulations and international trade restrictions applicable to the Software, including those of the Federal Republic of Nigeria and any other jurisdiction having lawful authority over the export, import, transfer or use of the Software.

36.2 Restricted Jurisdictions

The Licensee shall not access, export, re-export, transfer, distribute or otherwise make the Software available, directly or indirectly, to:

- hhhhhhhhhhhhhhhhhhhh. any country or territory subject to comprehensive trade sanctions or embargoes under applicable law;
- iiiiiiiiiiiiiiii. any person or entity appearing on applicable sanctions or restricted-party lists;
- jjjjjjjjjjjjjjjjjj. any organisation engaged in activities prohibited under applicable export control laws; or
- kkkkkkkkkkkkkkkkkk. any destination where such export or transfer would violate applicable law.

36.3 Prohibited End Uses

The Licensee shall not use, export or permit the Software to be used in connection with:

- llllllllllll. unlawful military applications;
- mmmmmmmmmmmmmmmmmmmm. weapons proliferation;
- nnnnnnnnnnnnnnnnnnnn. nuclear weapons programmes;
- oooooooooooooooooooo. chemical or biological weapons activities;
- pppppppppppppppppppp. unlawful surveillance;
- qqqqqqqqqqqqqqqqqqqq. terrorism or terrorist financing;
- rrrrrrrrrrrrrrrrrrrr. cyber warfare;
- ssssssssssssssssssss. organised criminal activity; or
- tttttttttttttttttt. any other end use prohibited under applicable export control laws.

36.4 Screening and Verification

TETRIX reserves the right to conduct sanctions screening, export compliance verification and other lawful due diligence measures to ensure compliance with applicable export control obligations.

The Licensee shall provide such information and assistance as may reasonably be required to facilitate such verification.

36.5 Suspension or Refusal of Access

Where TETRIX reasonably believes that continued access to the Software may result in a breach of applicable export control laws or sanctions regulations, TETRIX may immediately suspend, restrict or terminate access without liability.

36.6 Changes in Law

The Licensee acknowledges that export control laws and sanctions regimes may change from time to time.

TETRIX may modify access to the Software or impose additional restrictions where reasonably necessary to comply with such changes.

36.7 Survival

The obligations contained in this Section shall survive the expiration or termination of this Agreement to the extent necessary to ensure continued compliance with applicable export control laws and sanctions regulations.

37. Regulatory Compliance

37.1 General Compliance Obligation

The Licensee shall use the Software in full compliance with all applicable laws, regulations, regulatory guidelines, industry standards and legally binding directives applicable to its activities, industry or jurisdiction.

Nothing in this Agreement shall relieve the Licensee of its independent legal and regulatory obligations.

37.2 Financial Services Compliance

Where the Licensee operates within the financial services sector, the Licensee shall remain solely responsible for complying with all applicable laws and regulations governing:

uuuuuuuuuuuuuuuuuuuuu. banking;
 vvvvvvvvvvvvvvvvvvvvvv. securities;
 wwwwwwwwwwwwwwwwww. investment management;
 xxxxxxxxxxxxxxxxxxxxxx. capital markets;
 yyyyyyyyyyyyyyyyyyyy. insurance;
 zzzzzzzzzzzzzzzzzzzz. pensions;
 aaaaaaaaaaaaaaaaaaaa. fintech operations;
 bbbbbbbbbbbbbbbbbbbb. payment services;
 cccccccccccccccccc. digital assets, where applicable;
 dddddddddddddddddd. anti-money laundering (AML);
 eeeeeeeeeeeeeeeeeeee. counter-terrorist financing (CTF);
 ffffffffffffffffffff. counter-proliferation financing (CPF);
 gggggggggggggggggggg. customer due diligence (CDD);
 hhhhhhhhhhhhhhhhhhhh. know-your-customer (KYC);
 iiiiiiiiiiiiiiiiii. sanctions screening; and
 jjjjjjjjjjjjjjjjjj. all other applicable regulatory obligations.

37.3 Regulatory Responsibility

The Licensee acknowledges that TETRIX provides technology tools and analytical capabilities only.

The Licensee remains solely responsible for ensuring that any decision, recommendation, report, disclosure or action taken using the Software complies with applicable legal and regulatory requirements.

37.4 Regulatory Records

Where required by applicable law, the Licensee shall maintain adequate books, records, audit trails and supporting documentation relating to its use of the Software.

37.5 Cooperation with Regulatory Authorities

Where lawfully required, the Licensee shall cooperate with competent governmental authorities, regulators or law enforcement agencies in connection with investigations relating to its use of the Software.

37.6 Regulatory Changes

The Licensee acknowledges that financial services regulations evolve over time.

The Licensee remains responsible for monitoring changes in applicable laws and ensuring that its continued use of the Software remains compliant.

37.7 Suspension for Regulatory Reasons

TETRIX may suspend or restrict access to the Software where:

kkkkkkkkkkkkkkkkkkkkkk. required by law;
 llllllllllllllllllllll. directed by a competent regulatory authority;
 mmmmmmmmmmmmmmmmmmmmmmm. necessary to comply with sanctions;
 nnnnnnnnnnnnnnnnnnnnnnn. required to protect market integrity; or
 oooooooooooooooooooooooo. necessary to mitigate material regulatory risk.

37.8 Regulatory Notifications

The Licensee shall promptly notify TETRIX where:

ppppppppppppppppppppppp. it becomes subject to regulatory investigation affecting its use of the Software;
 qqqqqqqqqqqqqqqqqqqqqq. its regulatory licence is suspended or revoked;
 rrrrrrrrrrrrrrrrrrrrrr. a competent authority restricts its operations; or
 ssssssssssssssssssssss. continued use of the Software may result in a breach of applicable law.

38. Financial Services Restrictions

38.1 Technology Platform

The Software is an AI-powered financial analysis and decision-support platform.

Unless expressly agreed in writing, TETRIX does not provide regulated financial services through the Software.

38.2 No Financial Institution

Nothing contained in this Agreement shall be interpreted as establishing TETRIX as:

tttttttttttttttttttt. a bank;
 uuuuuuuuuuuuuuuuuuuuu. a deposit-taking institution;
 vvvvvvvvvvvvvvvvvvvvvv. an investment adviser;
 wwwwwwwwwwwwwwwwwwwww. a securities dealer;
 xxxxxxxxxxxxxxxxxxxxxx. a broker-dealer;
 yyyyyyyyyyyyyyyyyyyyyy. a portfolio manager;
 zzzzzzzzzzzzzzzzzzzzz. a fund manager;
 aaaaaaaaaaaaaaaaaaaaaa. an insurance provider;
 bbbbbbbbbbbbbbbbbbbbbb. a fiduciary;
 cccccccccccccccccccc. a credit rating agency; or

any other regulated financial institution.

38.3 No Investment Recommendation

The Licensee acknowledges that outputs generated by the Software:

do not constitute investment advice;
do not constitute financial advice;
do not constitute tax advice;
do not constitute accounting advice;
do not constitute legal advice;
do not create fiduciary obligations; and
should not be relied upon as the sole basis for any investment or commercial decision.

38.4 Human Decision-Making

The Licensee shall ensure that appropriately qualified personnel review AI- generated analyses before making:

investment decisions;
lending decisions;
portfolio allocations;
capital commitments;
acquisition decisions;
corporate finance decisions;
regulatory filings; or
any material financial determination.

38.5 No Automated Execution

Unless expressly enabled under a separate written agreement, the Licensee shall not use the Software to:

automatically execute securities transactions;
place investment orders;
conduct algorithmic trading;
execute payment instructions;
issue financial products; or
perform regulated financial activities without appropriate human oversight.

38.6 Independent Verification

The Licensee shall independently verify material assumptions, financial data, analytical outputs and recommendations generated by the Software before acting upon them.

38.7 Compliance Responsibility

The Licensee remains solely responsible for ensuring compliance with all financial services laws applicable to its organisation and operations.

39. Responsible AI Usage

39.1 Responsible Use

www. escalation procedures for material errors;
 and
 xxxxxxxxxxxxxxxxxxxxxxxx. internal accountability mechanisms.

39.6 Reporting

The Licensee shall promptly notify TETRIX of any material AI malfunction, security vulnerability or harmful behaviour reasonably believed to arise from the operation of the AI Services.

39.7 Continuous Improvement

The Licensee acknowledges that TETRIX may update AI models, governance controls, safety mechanisms and operational safeguards to improve accuracy, compliance, reliability and security.

40. Professional User Obligations

40.1 Standard of Care

Where the Licensee is a regulated professional or professional services organisation, the Licensee shall exercise the degree of skill, care and diligence reasonably expected of members of its profession.

40.2 Independent Professional Judgment

Professional Users shall not rely exclusively upon the Software when providing services to clients, customers, employers or other stakeholders.

Professional Users shall independently evaluate the accuracy, completeness and suitability of all outputs before relying upon them.

40.3 Qualified Personnel

The Licensee shall ensure that only appropriately qualified and authorised personnel use the Software for activities requiring specialised expertise.

40.4 Client Responsibilities

Where the Licensee provides professional services to third parties, the Licensee remains solely responsible for:

yyyyyyyyyyyyyyyyyyyy. client advice;
 zzzzzzzzzzzzzzzzzzzzz. professional recommendations;
 aaaaaaaaaaaaaaaaaaaaaa. regulatory compliance;
 bbbbbbbbbbbbbbbbbbbbbb. investment decisions;
 cccccccccccccccccccccc. financial reports;
 dddddddddddddddddddddd. valuations;
 eeeeeeeeeeeeeeeeeeeeee. risk assessments; and
 ffffffffffffffffffffff. all professional work product delivered to clients.

40.5 No Delegation of Professional Responsibility

Use of the Software shall not relieve any professional of duties imposed by applicable law, professional standards, codes of ethics or licensing requirements.

40.6 Training

The Licensee shall ensure that Authorised Users receive appropriate training regarding:

gggggggggggggggggggggg. operation of the Software;
 hhhhhhhhhhhhhhhhhhhhhh. AI limitations;

iiiiiiiiiiiiiiiiiiii. cybersecurity responsibilities;
jjjjjjjjjjjjjjjjjjjj. data protection obligations;
kkkkkkkkkkkkkkkkkkkkkkkk. regulatory compliance requirements; and
llllllllllllllllllll. responsible AI governance.

40.7 Audit and Compliance Reviews

Enterprise Licensees shall maintain reasonable internal procedures to periodically assess compliance with this Agreement, including user access controls, security practices and adherence to applicable regulatory obligations.

40.8 Survival

The obligations contained in this Part IV shall survive the suspension, expiration or termination of this Agreement to the extent necessary to protect the Software, Intellectual Property Rights, Confidential Information, regulatory compliance obligations and the legitimate interests of TETRIXX.

Where TETRIXX independently determines the purposes and means of processing certain Personal Data, it shall act as an independent Data Controller in respect of such processing.

42.3 Lawful Basis

The Licensee shall ensure that it has an appropriate lawful basis for processing all Personal Data submitted to the Software.

The Licensee shall obtain all necessary consents, authorisations and notices required under applicable law.

42.4 Processing Instructions

TETRIXX shall process Personal Data only:

ssssssssssssssssssssssssssss. in accordance with documented instructions from the Licensee;
tttttttttttttttttttttttt. as necessary to perform this Agreement;
uuuuuuuuuuuuuuuuuuuuuuuuuu. to comply with applicable law; or
vvvvvvvvvvvvvvvvvvvvvvvvvvvv. where otherwise authorised by the Licensee.

42.5 Data Subject Rights

Where applicable, TETRIXX shall provide reasonable assistance to enable the Licensee to respond to requests relating to:

wwwwwwwwwwwwwwwwwwwwwwwwww. access;
xxxxxxxxxxxxxxxxxxxxxxxxxxxx. rectification;
yyyyyyyyyyyyyyyyyyyyyyyyyy. erasure;
zzzzzzzzzzzzzzzzzzzzzzzzzz. restriction of processing;
aaaaaaaaaaaaaaaaaaaaaaaaaa. objection;
bbbbbbbbbbbbbbbbbbbbbbbbbb. portability; and
cccccccccccccccccccccccccc. any other rights available under applicable data protection legislation.

42.6 Confidentiality

TETRIXX shall ensure that personnel authorised to process Personal Data are subject to appropriate confidentiality obligations.

42.7 Data Breach Notification

Where TETRIXX becomes aware of a Personal Data Breach affecting Personal Data processed on behalf of the Licensee, TETRIXX shall notify the Licensee without undue delay after becoming aware of the breach and provide information reasonably necessary to assist the Licensee in meeting its legal obligations.

42.8 Sub-processors

TETRIXX may engage carefully selected sub-processors to support the provision of the Software, provided that:

dddddddddddddddddddddd. appropriate contractual safeguards are implemented;
eeeeeeeeeeeeeeeeeeeeee. such sub-processors are subject to confidentiality obligations;
ffffffffffffffffffffff. appropriate security measures are maintained; and
gggggggggggggggggggggg. TETRIXX remains responsible for their performance to the extent required by applicable law.

43. AI Processing

43.1 AI-Powered Processing

The Licensee acknowledges that the Software utilises Artificial Intelligence technologies to process information submitted by Authorised Users in order to provide financial analysis, forecasting, reporting, workflow automation and other AI-enabled functionality.

43.2 Scope of Processing

AI processing may include:

hhhhhhhhhhhhhhhhhhhhhhhhhhhh. natural language processing;
 iiiiiiiiiiiiiiiiiiiiii. financial statement analysis;
 jjjjjjjjjjjjjjjjjjjjjj. ratio analysis;
 kkkkkkkkkkkkkkkkkkkkkkkkkkk. market intelligence;
 llllllllllllllllllllll. portfolio analytics;
 mmmmmmmmmmmmmmmmmmmmmmmmmmm. valuation analysis;
 nnnnnnnnnnnnnnnnnnnnnnnnnnnnn. forecasting;
 ooooooooooooooooooooooooooooo. trend identification;
 ppppppppppppppppppppppppppppp. document summarisation;
 qqqqqqqqqqqqqqqqqqqqqqqqqqq. risk analysis;
 rrrrrrrrrrrrrrrrrrrrrrrrrrrrr. anomaly detection;
 sssssssssssssssssssssssssssss. workflow automation; and
 tttttttttttttttttttttttttttt. other analytical functions forming part of the Software.

43.3 User Acknowledgement

The Licensee acknowledges that AI processing involves probabilistic technologies and that AI-generated outputs:

uuuuuuuuuuuuuuuuuuuuuuuuuuuu. are not guaranteed to be accurate;
 vvvvvvvvvvvvvvvvvvvvvvvvvvvvv. may contain errors;
 wwwwwwwwwwwwwwwwwwwwwwwwwww. may omit relevant information;
 xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx. should not replace independent professional judgment;
 and
 yyyyyyyyyyyyyyyyyyyyyyyyyyyyyy. require appropriate human review before reliance.

43.4 Processing Limitations

TETRIX shall implement reasonable technical and organisational measures to ensure that AI processing is conducted responsibly and consistently with applicable law.

43.5 AI Improvement

Subject to applicable law and this Agreement, TETRIX may use anonymised, aggregated and de-identified information generated through AI processing for:

zzzzzzzzzzzzzzzzzzzzzzzzzzzz. improving AI performance;
 aaaaaaaaaaaaaaaaaaaaaaaaaaaaaa. enhancing Software functionality;
 bbbbbbbbbbbbbbbbbbbbbbbbbbbbbb. model evaluation;
 cccccccccccccccccccccccccccc. quality assurance;
 dddddddddddddddddddddddddddd. security improvements;
 eeeeeeeeeeeeeeeeeeeeeeeeeeee. product development; and

research and innovation.

43.6 Prohibited AI Processing

The Licensee shall not intentionally use the AI Services to process information in a manner that:

violates applicable law;
infringes third-party rights;
facilitates unlawful discrimination;
promotes financial crime;
circumvents regulatory requirements; or
otherwise breaches this Agreement.

43.7 Human Oversight

The Licensee shall maintain meaningful human oversight over all material decisions informed by AI-generated outputs and shall not rely exclusively upon AI processing where professional judgment is required.

44. Enterprise Data

44.1 Enterprise Ownership

Enterprise Data uploaded or generated through Enterprise deployments remains the property of the Enterprise Licensee, subject to the rights granted to TETRIX under this Agreement.

44.2 Enterprise Confidentiality

TETRIX shall implement appropriate administrative, organisational and technical safeguards to protect Enterprise Data against unauthorised access, disclosure, alteration or destruction.

44.3 Customer Segregation

TETRIX shall implement reasonable logical and technical controls designed to segregate Enterprise Data from the data of other customers to maintain confidentiality and security.

44.4 Enterprise Access Controls

Enterprise Licensees shall remain responsible for:

assigning user permissions;
role-based access controls;
user lifecycle management;
internal approval procedures;
privileged account management; and
monitoring authorised access to Enterprise Data.

44.5 Enterprise Backups

Where included within the applicable Subscription Plan or Enterprise Agreement, TETRIX shall maintain backup and disaster recovery procedures designed to support the availability and resilience of Enterprise Data.

44.6 Data Portability

Subject to applicable Subscription terms, technical feasibility and payment of any applicable fees, Enterprise Licensees may request the export of Enterprise Data in a commercially reasonable format upon termination or expiration of the applicable Subscription.

44.7 Regulatory Access

Nothing contained in this Agreement shall prevent lawful disclosure of Enterprise Data where required by:

ssssssssssssssssssssssssssssss. a court of competent jurisdiction;
 ttttttttttttttttttttttttttttt. a governmental authority;
 uuuuuuuuuuuuuuuuuuuuuuuuuuuuu. a regulatory body;
 vvvvvvvvvvvvvvvvvvvvvvvvvvvvvv. applicable law; or
 wwwwwwwwwwwwwwwwwwwwwwwwwww. a valid legal process.

Where legally permissible, TETRIXX shall provide reasonable notice to the Enterprise Licensee before making such disclosure.

44.8 Enterprise Governance

Enterprise Licensees are responsible for implementing appropriate governance policies governing the collection, use, retention, classification, access, security and lawful processing of Enterprise Data within their organisations.

44.9 Survival

The obligations contained in this Section concerning confidentiality, security, ownership and protection of Enterprise Data shall survive the termination or expiration of this Agreement for so long as TETRIXX retains such Enterprise Data or as otherwise required by applicable law.

45. Data Security

45.1 Security Commitment

TETRIXX shall implement and maintain appropriate administrative, organisational, technical and physical safeguards designed to protect User Data, Personal Data and Enterprise Data against accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, access or other forms of unlawful processing.

Such safeguards shall be proportionate to the nature, scope, context and purposes of the processing activities undertaken by TETRIXX.

45.2 Security Measures

Without limitation, TETRIXX may implement security measures including:

xxxxxxxxxxxxxxxxxxxxxxxxxxxx. encryption of data in transit using industry-standard cryptographic protocols;
 yyyyyyyyyyyyyyyyyyyyyyyyyyy. encryption of data at rest where appropriate;
 zzzzzzzzzzzzzzzzzzzzzzzzzzz. role-based access controls;
 aaaaaaaaaaaaaaaaaaaaaaaaaaaa. least privilege access management;
 bbbbbbbbbbbbbbbbbbbbbbbbbbb. multi-factor authentication for privileged accounts;
 cccccccccccccccccccccccccc. secure authentication mechanisms;
 dddddddddddddddddddddddddd. continuous security monitoring;
 eeeeeeeeeeeeeeeeeeeeeeeeeeee. intrusion detection and prevention systems;
 ffffffffffffffffffffffffffff. vulnerability assessments;
 ggggggggggggggggggggggggggg. penetration testing;
 hhhhhhhhhhhhhhhhhhhhhhhhhh. security event logging;
 iiiiiiiiiiiiiiiiiiiiiiiiii. malware protection;
 jjjjjjjjjjjjjjjjjjjjjjjjjj. secure software development lifecycle practices;

kkk. backup and disaster recovery procedures;
lll. network segmentation;
mm. endpoint protection; and
nnn. other security controls consistent with recognised industry standards.

45.3 Customer Security Responsibilities

The Licensee remains responsible for:

ooooooooooooooooooooooooooooo.	securing its own systems and devices;
ppppppppppppppppppppppppppppp.	maintaining strong authentication credentials;
qqqqqqqqqqqqqqqqqqqqqqqqqqqqq.	implementing appropriate access controls;
rrrrrrrrrrrrrrrrrrrrrrrrrrrrrr.	protecting its network infrastructure;
sssssssssssssssssssssssssssss.	maintaining current software updates;
ttttttttttttttttttttttttttttt.	training Authorised Users on cybersecurity awareness; and
uuuuuuuuuuuuuuuuuuuuuuuuuuuuuu.	complying with its own internal information security policies.

45.4 Security Assessments

TETRIX may periodically conduct security assessments, audits, vulnerability scans and penetration testing to maintain the security of the Software.

Such activities shall be conducted in accordance with recognised industry practices and without unnecessarily disrupting the availability of the Software.

45.5 Security Incident Management

TETRIX shall maintain documented procedures for:

vvvvvvvvvvvvvvvvvvvvvvvvvvvvvv. identifying security incidents;
 wwwwwwwwwwwwwwwwwwwwwwwwwwwwww. containing security threats;
 xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx. investigating incidents;
 yyyyyyyyyyyyyyyyyyyyyyyyyyyyyyy. mitigating risks;
 zzzzzzzzzzzzzzzzzzzzzzzzzzzzz. restoring affected systems; and
 aaaaaaaaaaaaaaaaaaaaaaaaaaaaaa. implementing corrective actions to reduce the likelihood
 of recurrence.

45.6 Data Breach Response

Where required by applicable law, TETRIXX shall notify the Licensee of a confirmed Personal Data Breach affecting Personal Data processed on behalf of the Licensee without undue delay after becoming aware of the breach.

Such notification shall include, where reasonably available:

[illegible]

45.7 Security Certifications

TETRIX may adopt and maintain security frameworks, certifications or standards, including but not limited to ISO/IEC 27001, SOC 2, or equivalent internationally recognised information security standards, where commercially appropriate.

Nothing in this Agreement shall constitute a representation that any specific certification has been obtained unless expressly stated by TETRIX.

45.8 No Absolute Security

The Licensee acknowledges that no electronic storage system, communication network or internet-based service can be guaranteed to be completely secure.

Accordingly, TETRIX does not warrant that the Software will be immune from cyberattacks, unauthorised access or security incidents despite the implementation of reasonable security measures.

46. Data Retention

46.1 Retention Principle

TETRIX shall retain User Data and Personal Data only for so long as reasonably necessary:

gggggggggggggggggggggggggggggggg. to provide the Software;
hhhhhhhhhhhhhhhhhhhhhhhhhhhhhh. to fulfil contractual obligations;
iiiiiiiiiiiiiiiiiiiiiiii. to comply with applicable laws;
jjjjjjjjjjjjjjjjjjjjjj. to resolve disputes;
kkkkkkkkkkkkkkkkkkkkkkkkkkkkkk. to enforce this Agreement; or
llllllllllllllllllllll. for other legitimate business purposes consistent with applicable law.

46.2 Subscription Period

During the active Subscription Term, User Data shall generally remain accessible to the Licensee in accordance with the applicable Subscription Plan.

46.3 Termination

Following the expiration or termination of this Agreement, TETRIX may retain certain categories of data for a limited period where necessary to:

mmmmmmmmmmmmmmmmmmmmmmmmmmmmmm. comply with legal obligations;
nnnnnnnnnnnnnnnnnnnnnnnnnnnnnn. satisfy regulatory requirements;
oooooooooooooooooooooooooooo. investigate fraud or security incidents;
pppppppppppppppppppppppppppppp. maintain audit records;
qqqqqqqqqqqqqqqqqqqqqqqqqqqq. resolve disputes; or
rrrrrrrrrrrrrrrrrrrrrrrrrrrrrr. protect its legal rights.

46.4 Deletion

Subject to applicable law and legitimate retention requirements, TETRIX shall securely delete or anonymise User Data within a commercially reasonable period following the expiration of applicable retention periods.

46.5 Backup Copies

The Licensee acknowledges that residual copies of data may remain temporarily within secure backup systems until overwritten in accordance with normal backup rotation procedures.

Such backup copies shall remain subject to the confidentiality and security obligations contained in this Agreement.

46.6 Legal Hold

Where TETRIX is required to preserve information pursuant to applicable law, regulatory requirements, litigation, arbitration, governmental investigations or lawful requests from competent authorities, deletion may be suspended until such preservation obligations cease.

46.7 Customer Requests

Subject to applicable law, the Licensee may request deletion of certain User Data.

TETRIX shall use commercially reasonable efforts to comply with such requests except where continued retention is required by law or legitimate business necessity.

47. International Transfers

47.1 Cross-Border Processing

The Licensee acknowledges that the Software may utilise cloud infrastructure, data centres, support personnel or authorised service providers located in multiple jurisdictions.

Accordingly, User Data and Personal Data may be transferred, processed or stored outside the country from which such data originated.

47.2 Compliance

International transfers of Personal Data shall be undertaken in accordance with:

ssssssssssssssssssssssssssssssss. the Nigeria Data Protection Act, 2023;
tttttttttttttttttttttttttttttttt. applicable regulations issued by the Nigeria Data Protection Commission;
uuuuuuuuuuuuuuuuuuuuuuuuuuuuuuuu. applicable international data transfer laws;
vvvvvvvvvvvvvvvvvvvvvvvvvvvvvvvv. lawful transfer mechanisms; and
wwwwwwwwwwwwwwwwwwwwwwwwwwwwww. recognised safeguards for international data transfers.

47.3 Appropriate Safeguards

Where required by applicable law, TETRIX shall implement appropriate safeguards designed to protect Personal Data transferred internationally, including where appropriate:

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx. contractual safeguards;
yyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyy. technical safeguards;
zzzzzzzzzzzzzzzzzzzzzzzzzzzzzzzz. organisational safeguards;
aaaaaaaaaaaaaaaaaaaaaaaaaaaaaa. encryption;
bbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbb. access controls; and
cccccccccccccccccccccccccccccc. other lawful transfer mechanisms recognised under applicable law.

47.4 Sub-processors

The Licensee acknowledges that authorised sub-processors located in various jurisdictions may process Personal Data solely for purposes consistent with this Agreement.

TETRIX shall require such sub-processors to implement appropriate contractual and security safeguards.

47.5 Government Access Requests

Where legally permitted, TETRIX shall use commercially reasonable efforts to notify the Licensee of governmental or regulatory requests seeking access to Personal Data before disclosure.

Nothing in this Section shall require TETRIX to violate applicable law or lawful governmental directives.

47.6 User Consent

Where required by applicable law, the Licensee shall obtain all necessary consents and provide all required notices relating to international transfers of Personal Data undertaken through the Software.

47.7 Ongoing Compliance

TETRIX reserves the right to modify its international transfer mechanisms where reasonably necessary to maintain compliance with evolving legal or regulatory requirements.

48. Privacy Policy

48.1 Privacy Policy

The collection, use, storage, disclosure and protection of Personal Data by TETRIX shall also be governed by the TETRIX Privacy Policy, as amended from time to time.

The Privacy Policy forms an integral part of the contractual framework governing the use of the Software.

48.2 Consistency

Where a conflict exists between this Agreement and the Privacy Policy regarding data processing obligations, the provision offering the greater level of protection to Personal Data shall apply to the extent permitted by applicable law, unless expressly stated otherwise.

48.3 User Responsibilities

The Licensee shall ensure that all Authorised Users:

dddddddddddddddddddddddddddddd have access to the Privacy Policy;
eeeeeeeeeeeeeeeeeeeeeeeeeeeeeee understand how Personal Data is processed;
fffffffffffffffffffffffffffff comply with applicable privacy obligations; and
ggggggggggggggggggggggggggggg promptly notify TETRIX of any privacy-related concerns affecting their use of the Software.

48.4 Policy Updates

TETRIX may amend the Privacy Policy from time to time to:

hhhhhhhhhhhhhhhhhhhhhhhhhhhh reflect changes in applicable law;
iiiiiiiiiiiiiiiiiiiiiiiiiii improve privacy practices;
jjjjjjjjjjjjjjjjjjjjjjj introduce new products or services;
kkkkkkkkkkkkkkkkkkkkkkkkkkk address technological developments; or
lllllllllllllllllllll implement regulatory guidance.

Material changes shall be communicated in accordance with this Agreement.

48.5 Exercise of Privacy Rights

Subject to applicable law, individuals whose Personal Data is processed through the Software may exercise their applicable privacy rights in accordance with the procedures described in the Privacy Policy.

48.6 Contact

Questions, complaints or requests concerning privacy or data protection may be directed to TETRIX through the contact details specified in the Privacy Policy or this Agreement.

48.7 Survival

The obligations relating to confidentiality, privacy, data protection, security, lawful processing and regulatory compliance contained in this Part V shall survive the termination or expiration of this Agreement for so long as TETRIX continues to process or retain Personal Data or as otherwise required by applicable law.

- h. provide a workaround;
- i. replace the affected component;
- j. re-perform the affected Service; or
- k. where none of the foregoing is commercially reasonable, refund the unused portion of prepaid Subscription Fees relating to the affected Service.

The remedies provided under this Section constitute the Licensee's sole and exclusive remedies for any breach of the Limited Warranty.

49.5 Disclaimer of Other Warranties

Except for the Limited Warranty expressly provided herein, and to the fullest extent permitted by applicable law, the Software is provided "AS IS" and "AS AVAILABLE."

TETRIXX expressly disclaims all other warranties, representations and conditions, whether express, implied, statutory or otherwise, including implied warranties of:

- l. merchantability;
- m. satisfactory quality;
- n. fitness for a particular purpose;
- o. non-infringement;
- p. uninterrupted availability;
- q. compatibility;
- r. accuracy;
- s. completeness; and
- t. results obtained from use of the Software.

49.6 Consumer Rights

Nothing contained in this Agreement excludes, restricts or limits any statutory rights which cannot lawfully be excluded under applicable consumer protection legislation.

50. No Investment Advice

50.1 Informational Purposes Only

The Software is designed solely to provide financial analysis, research support, modelling, forecasting, reporting and decision-support capabilities.

The Software does not provide investment advice or regulated financial advisory services.

50.2 No Professional Advice

Nothing generated by the Software constitutes:

- u. investment advice;
- v. financial advice;
- w. portfolio management advice;
- x. securities recommendations;
- y. legal advice;
- z. accounting advice;
- aa. tax advice;
- bb. fiduciary advice; or
- cc. any regulated professional service.

50.3 Independent Judgment

The Licensee shall exercise independent professional judgment before relying upon any output generated by the Software.

50.4 Qualified Advisers

TETRIXX recommends that Users obtain advice from appropriately qualified professional advisers before making any material:

- dd. investment decision;
- ee. financing decision;
- ff. acquisition;
- gg. disposal of assets;
- hh. securities transaction;
- ii. lending decision;
- jj. corporate restructuring; or
- kk. strategic financial decision.

50.5 No Fiduciary Relationship

Nothing contained in this Agreement creates:

- ll. an investment advisory relationship;
- mm. a fiduciary relationship;
- nn. an agency relationship;
- oo. a brokerage relationship;
- pp. a financial planning relationship; or
- qq. any professional-client relationship between TETRIXX and the Licensee.

50.6 Sole Responsibility

The Licensee remains solely responsible for all financial, commercial and investment decisions made using or informed by the Software.

51. AI Disclaimer**51.1 Artificial Intelligence Technology**

The Licensee acknowledges that the Software incorporates Artificial Intelligence and machine learning technologies which generate probabilistic outputs rather than guaranteed or deterministic results.

51.2 AI Limitations

AI-generated outputs may:

- rr. contain inaccuracies;
- ss. contain incomplete information;
- tt. become outdated;
- uu. produce inconsistent results;
- vv. generate probabilistic conclusions;
- ww. omit relevant facts;
- xx. misunderstand user instructions; or
- yy. otherwise fail to reflect all relevant circumstances.

51.3 Human Verification

The Licensee shall independently review, verify and validate all AI-generated outputs before relying upon them for any legal, financial, regulatory or commercial purpose.

51.4 No Guarantee

TETRIXX does not warrant that AI-generated outputs will be:

- zz. accurate;
- aaa. complete;
- bbb. error-free;
- ccc. reliable;
- ddd. suitable for any particular purpose;
- eee. free from bias;
- fff. compliant with all regulatory requirements; or
- ggg. appropriate for autonomous decision-making.

51.5 Continuous Improvement

The Licensee acknowledges that AI models may evolve through updates, improvements and refinements, and that outputs may vary over time even when identical inputs are submitted.

51.6 No Autonomous Decision-Making

Unless expressly authorised under a separate written agreement, the Software is not intended to make fully autonomous investment, lending, compliance or other regulated financial decisions without meaningful human oversight.

51.7 AI Safety Measures

While TETRIXX implements reasonable AI governance measures, safety controls and operational safeguards, no AI system can eliminate all risks associated with machine-generated outputs.

52. Market Data Disclaimer

52.1 Third-Party Market Data

The Software may display, process or analyse financial market information obtained from third-party data providers, exchanges, regulators, financial institutions or publicly available sources.

52.2 No Ownership

Such market data remains the property of the relevant third-party providers and may be subject to separate licensing restrictions.

52.3 No Warranty

TETRIXX does not warrant that market data supplied through the Software is:

- hhh. complete;
- iii. accurate;
- jjj. uninterrupted;
- kkk. current;
- lll. suitable for trading purposes; or
- mmm. free from errors or omissions.

52.4 Delayed Information

Certain market information may be delayed, estimated or subject to periodic updates.

The Licensee shall independently verify material information before relying upon it.

52.5 No Trading Recommendation

The availability of market data through the Software shall not constitute:

- nnn. investment advice;
- ooo. a recommendation to purchase or sell securities;
- ppp. trading signals;
- qqq. portfolio recommendations; or
- rrr. regulated investment research.

52.6 Independent Verification

The Licensee remains responsible for independently verifying market data before making any investment or commercial decision.

53. Third-Party Software Disclaimer

53.1 Third-Party Components

The Software may integrate with or depend upon third-party software, cloud infrastructure, APIs, payment platforms, identity providers, communication services, data providers and other technologies.

53.2 Independent Providers

Such third-party products and services are supplied by independent providers over whom TETRXXX may have limited operational control.

53.3 No Warranty

To the fullest extent permitted by applicable law, TETRXXX makes no representation or warranty regarding:

- sss. third-party software;
- ttt. third-party APIs;
- uuu. cloud infrastructure;
- vvv. internet service providers;
- www. telecommunications services;
- xxx. payment services;
- yyy. market data providers;
- zzz. identity verification providers; or
- aaaa. any third-party service integrated with the Software.

53.4 Service Interruptions

TETRXXX shall not be responsible for interruptions, delays, inaccuracies, failures or losses arising solely from third-party services outside its reasonable control.

53.5 Third-Party Terms

Use of third-party services may be governed by separate licence agreements, privacy policies and terms of service issued by the relevant providers.

The Licensee is responsible for complying with any applicable third-party contractual obligations.

53.6 Suspension of Integrations

TETRIXX may suspend, replace, modify or discontinue any third-party integration where reasonably necessary to:

- bbbb. maintain security;
- cccc. comply with legal obligations;
- dddd. improve service quality;
- eeee. address operational issues;
- ffff. comply with licensing requirements; or
- gggg. protect the integrity of the Software.

53.7 No Endorsement

Reference to or integration with any third-party product, organisation or service shall not constitute an endorsement, sponsorship or recommendation by TETRIXX unless expressly stated in writing.

54. Availability

54.1 Service Availability

TETRIXX shall use commercially reasonable efforts to make the Software available during the applicable Subscription Term in accordance with the applicable Service Level commitments, if any.

The Licensee acknowledges that uninterrupted or error-free operation of internet-based software cannot be guaranteed.

54.2 Planned Maintenance

TETRIXX may suspend or limit access to the Software for scheduled maintenance, system upgrades, security enhancements, infrastructure improvements or operational support.

Where reasonably practicable, advance notice of planned maintenance shall be provided to affected Licensees.

54.3 Emergency Maintenance

TETRIXX may immediately suspend access to all or part of the Software without prior notice where necessary to:

- hhhh. protect the security of the Software;
- iiii. address cybersecurity threats;
- jjjj. remedy critical software defects;
- kkkk. prevent fraud or abuse;
- llll. comply with applicable law;
- mmmm. comply with lawful regulatory directives; or
- nnnn. protect the rights, property or legitimate interests of TETRIXX, its customers or third parties.

54.4 Temporary Interruptions

The Licensee acknowledges that temporary interruptions may occur as a result of:

- oooo. internet failures;
- pppp. telecommunications disruptions;
- qqqq. cloud infrastructure failures;
- rrrr. software updates;

- ssss. third-party service interruptions;
- tttt.cyber incidents;
- uuuu. force majeure events; or
- vvvv. other circumstances beyond the reasonable control of TETRIX.

54.5 No Guaranteed Uptime

Unless expressly stated in a separate written Service Level Agreement (“SLA”), TETRIX does not guarantee any minimum uptime percentage or uninterrupted availability of the Software.

54.6 Suspension of Access

TETRIX may suspend or restrict access to the Software where reasonably necessary to:

- www. investigate suspected violations of this Agreement;
- xxxx. prevent security incidents;
- yyyy. protect system integrity;
- zzzz. comply with legal obligations;
- aaaa. prevent unlawful activity;
- bbbb. preserve operational stability; or
- cccc. mitigate material business risks.

54.7 Restoration of Services

Following resolution of the circumstances giving rise to a suspension, TETRIX shall use commercially reasonable efforts to restore access to the Software as soon as reasonably practicable.

55. Beta Software Disclaimer

55.1 Beta Features

From time to time, TETRIX may make available beta, preview, pilot, experimental, evaluation or pre-release features (“Beta Features”).

Participation in Beta Features is voluntary unless otherwise agreed in writing.

55.2 Experimental Nature

The Licensee acknowledges that Beta Features:

- dddd. are under development;
- eeee. may contain defects;
- ffff. may be incomplete;
- gggg. may change substantially;
- hhhh. may not perform as expected;
- iiii. may be discontinued at any time; and
- jjjj. may never become commercially available.

55.3 Use at Own Risk

The Licensee uses Beta Features entirely at its own risk.

To the fullest extent permitted by applicable law, Beta Features are provided “AS IS”, “WITH ALL FAULTS”, and “AS AVAILABLE” without warranties of any kind.

55.4 No Business-Critical Use

The Licensee shall not use Beta Features for:

- kkkkk. production environments;
- lllll. mission-critical operations;
- mmmmm. regulatory reporting;
- nnnnn. investment execution;
- ooooo. financial statement preparation;
- ppppp. legal compliance activities; or
- qqqqq. any activity where software failure could reasonably result in significant financial, legal or operational consequences.

55.5 Feedback

The Licensee may provide comments, suggestions or feedback relating to Beta Features.

Unless otherwise agreed in writing, all such feedback may be used by TETRIXX without restriction and without any obligation to provide compensation.

55.6 Withdrawal

TETRIXX reserves the right to modify, suspend or permanently withdraw Beta Features at any time without prior notice and without liability.

56. No Guarantee of Performance

56.1 Performance Disclaimer

TETRIXX does not warrant or guarantee that use of the Software will:

- rrrrr. increase profitability;
- sssss. improve investment returns;
- ttttt. eliminate financial risk;
- uuuuu. ensure regulatory compliance;
- vvvvv. prevent financial losses;
- wwwww. identify every market opportunity;
- xxxxx. improve operational efficiency in every circumstance;
- yyyyy. produce commercially successful outcomes; or
- zzzzz. achieve any particular business objective.

56.2 Predictive Analytics

Financial forecasts, projections, valuations, predictive analytics, simulations and AI-generated scenarios are inherently uncertain and depend upon numerous variables beyond the control of TETRIXX.

Accordingly, actual outcomes may differ materially from any analysis or projection generated by the Software.

56.3 No Warranty of Accuracy

TETRIXX does not warrant that:

- aaaaa. financial models;
- bbbbb. valuation methodologies;
- ccccc. forecasting tools;
- ddddd. AI-generated analyses;

- eeeeee. portfolio analytics;
- fffff. market intelligence;
- gggggg. benchmarking data; or
- hhhhhh. analytical reports,

will always be complete, accurate, current or suitable for the Licensee's intended purposes.

56.4 User Verification

The Licensee shall independently verify all material assumptions, calculations, analyses and outputs before relying upon them in connection with any commercial, financial, regulatory or investment decision.

56.5 External Factors

The Licensee acknowledges that financial markets are influenced by numerous factors beyond the control of TETRIX, including:

- iiiiii. economic conditions;
- jjjjj. geopolitical developments;
- kkkkkk. regulatory changes;
- lllll. market volatility;
- mmmmmm. liquidity conditions;
- nnnnnn. interest rates;
- oooooo. currency fluctuations;
- pppppp. issuer-specific events; and
- qqqqqq. unforeseen market disruptions.

56.6 No Performance Commitment

Nothing contained in this Agreement shall constitute a guarantee of future financial performance, investment success or business outcomes.

57. User Responsibility

57.1 Independent Responsibility

The Licensee remains solely responsible for all decisions, actions, omissions and outcomes arising from its use of the Software.

57.2 Professional Judgment

The Licensee shall exercise independent professional judgment when interpreting, reviewing or relying upon any output generated by the Software.

The Software is intended to support, and not replace, appropriately qualified human decision-makers.

57.3 Compliance Responsibility

The Licensee remains solely responsible for ensuring compliance with:

- rrrrrr. applicable laws;
- ssssss. regulatory obligations;
- tttttt. industry standards;
- uuuuuu. internal governance policies;
- vvvvvv. contractual obligations; and

www.professional standards applicable to its business.

57.4 Verification Obligation

Before relying upon any AI-generated or software-generated output, the Licensee shall verify, where appropriate:

- xxxxxx. factual accuracy;
- yyyyyy. financial assumptions;
- zzzzzz. market information;
- aaaaaa. regulatory implications;
- bbbbbb. legal implications;
- cccccc. accounting treatment;
- dddddd. valuation methodologies; and
- eeeeee. overall suitability for the intended purpose.

57.5 Authorised Users

The Licensee is responsible for ensuring that all Authorised Users:

- ffffff. comply with this Agreement;
- gggggg. receive appropriate training;
- hhhhhh. maintain confidentiality;
- iiiiii. protect access credentials;
- jjjjjj. comply with cybersecurity obligations; and
- kkkkkk. use the Software responsibly.

The Licensee shall remain liable for all acts and omissions of its Authorised Users as if such acts or omissions were those of the Licensee.

57.6 Risk Allocation

The Licensee acknowledges that the Software is one component of its overall decision-making process and shall not rely exclusively upon the Software in circumstances where independent review, professional advice or additional due diligence is reasonably required.

57.7 Duty to Report

The Licensee shall promptly notify TETRIX of any material:

- llllll. software malfunction;
- mmmmmm. security vulnerability;
- nnnnnn. suspected data breach;
- oooooo. inaccurate system behaviour;
- pppppp. AI safety concern;
- qqqqqq. regulatory issue affecting use of the Software; or
- rrrrrr. other issue that may materially affect the integrity, security or lawful operation of the Software.

57.8 Survival

The warranties, disclaimers and allocation of responsibilities contained in this Part VI shall survive the expiration or termination of this Agreement to the fullest extent permitted by applicable law.

PART VII – LIABILITY

58. Limitation of Liability

58.1 Allocation of Risk

The Parties acknowledge that the fees payable under this Agreement reflect the allocation of risk between the Parties and that the limitations of liability contained herein form an essential basis of the commercial bargain between the Parties.

58.2 Limitation of Liability

To the fullest extent permitted by applicable law, TETRIXX, its Affiliates, licensors, officers, directors, employees, consultants, contractors and agents shall

not be liable for any loss, damage, liability, claim or expense arising out of or relating to:

- sssssss. the Licensee's use of the Software;
- ttttttt. reliance on AI-generated outputs;
- uuuuuuu. financial decisions made by the Licensee;
- vvvvvvv. market fluctuations;
- wwwwwww. regulatory actions against the Licensee;
- xxxxxxx. third-party data;
- yyyyyyy. third-party software;
- zzzzzzz. internet or telecommunications failures;
- aaaaaaa. unauthorised access caused by the Licensee;
- bbbbbbb. cybersecurity incidents beyond the reasonable control of TETRIXX;
- ccccccc. force majeure events; or
- ddddddd. any matter expressly excluded under this Agreement.

58.3 Monetary Cap

Subject to Sections 58.5 and 58.6, the aggregate liability of TETRIXX arising out of or relating to this Agreement, whether in contract, tort (including negligence), breach of statutory duty, strict liability or otherwise, shall not exceed the total Subscription Fees actually paid by the Licensee to TETRIXX during the twelve (12) months immediately preceding the event giving rise to the claim.

Where no Subscription Fees have been paid, TETRIXX's total aggregate liability shall not exceed One Hundred United States Dollars (USD \$100) or its equivalent in the applicable billing currency.

58.4 Single Aggregate Liability

The limitation contained in this Section applies collectively to all claims arising from the same or related events and shall not be increased by the existence of multiple claims or causes of action.

58.5 Exclusions

Nothing contained in this Agreement shall exclude or limit liability for:

- eeeeeee. fraud or fraudulent misrepresentation;
- ffffff. wilful misconduct;
- ggggggg. gross negligence where liability cannot lawfully be excluded;
- hhhhhhh. death or personal injury resulting from negligence where exclusion is prohibited by law;
- iiiiiii. any liability that cannot legally be excluded or limited under applicable law.

58.6 Intellectual Property

Nothing in this Section shall limit the Licensee's liability arising from:

- jjjjjjjj. infringement of Intellectual Property Rights;
- kkkkkkkk. misappropriation of trade secrets;
- llllllll. unauthorised use of proprietary technology;
- mmmmmmmm. breach of confidentiality obligations; or
- nnnnnnnn. intentional misuse of the Software.

58.7 Time Limitation

No action arising out of this Agreement may be commenced more than two (2) years after the cause of action accrued, except where a longer period is mandatorily prescribed by applicable law.

59. Exclusion of Indirect Damages

59.1 Excluded Losses

To the fullest extent permitted by applicable law, TETRIXX shall not be liable for any indirect, incidental, consequential, exemplary, punitive or special damages arising out of or relating to this Agreement.

59.2 Specific Exclusions

Without limitation, TETRIXX shall not be liable for:

- oooooooo. loss of profits;
- pppppppp. loss of revenue;
- qqqqqqqq. loss of anticipated savings;
- rrrrrrrr. loss of goodwill;
- ssssssss. loss of business opportunities;
- tttttttt. loss of customers;
- uuuuuuuu. loss of contracts;
- vvvvvvvv. loss of reputation;
- wwwwwww. business interruption;
- xxxxxxx. loss of production;
- yyyyyyyy. loss of market share;
- zzzzzzzz. loss of investment opportunities;
- aaaaaaaa. loss resulting from inaccurate AI outputs;
- bbbbbbbbb. regulatory penalties imposed upon the Licensee;
- cccccccc. data corruption;
- ddddddddd. loss of data;
- eeeeeeee. loss of use;
- ffffffff. replacement costs;
- ggggggggg. wasted management time;
- hhhhhhhhh. loss arising from market volatility; or
- iiiiiii. any other indirect or consequential commercial loss.

59.3 Foreseeability

The exclusions contained in this Section shall apply whether or not TETRIX had been advised of the possibility of such damages and irrespective of the legal theory upon which liability is asserted.

59.4 Third-Party Claims

TETRIX shall not be liable for losses arising from claims brought against the Licensee by third parties except where expressly provided under this Agreement.

59.5 Allocation of Commercial Risk

The Licensee acknowledges that it is responsible for maintaining appropriate insurance, business continuity arrangements and internal risk management procedures to mitigate commercial risks associated with the use of the Software.

60. Financial Loss Disclaimer

60.1 No Responsibility for Financial Outcomes

The Licensee acknowledges that financial markets involve inherent uncertainty and investment risk.

Accordingly, TETRIX shall not be responsible for financial losses resulting from the use of the Software.

60.2 No Guarantee of Investment Success

The Software does not guarantee:

jjjjjjjj. investment returns;
 kkkkkkkkk. profitability;
 llllllll. preservation of capital;
 mmmmmmmmm. improved financial performance;
 nnnnnnnnn. successful portfolio management;
 ooooooooo. favourable market outcomes; or
 ppppppppp. achievement of financial objectives.

60.3 User Responsibility

The Licensee remains solely responsible for:

qqqqqqqqq. investment decisions;
 rrrrrrrrr. lending decisions;
 sssssssss. financial reporting;
 ttttttttt. budgeting decisions;
 uuuuuuuuu. valuation assumptions;
 vvvvvvvvv. corporate finance decisions;
 wwwwwwww. treasury management decisions;
 xxxxxxxxx. regulatory filings; and
 yyyyyyyyy. all commercial decisions made using the Software.

60.4 Market Conditions

The Licensee acknowledges that financial performance may be affected by factors beyond the control of TETRIX, including:

zzzzzzzzz. market volatility;

aaaaaaaaa. inflation;
bbbbbbbbbb. interest rate movements;
ccccccccc. geopolitical developments;
dddddddddd. regulatory changes;
eeeeeeeeeee. currency fluctuations;
fffffff. liquidity constraints;
gggggggggg. macroeconomic events; and
hhhhhhhhh. force majeure events.

60.5 Independent Due Diligence

The Licensee shall conduct appropriate financial, commercial, legal, regulatory and operational due diligence before implementing recommendations or analyses generated through the Software.

60.6 No Recovery for Investment Losses

To the fullest extent permitted by applicable law, TETRIXX shall not be liable for trading losses, investment losses, capital losses, opportunity costs or other financial losses resulting from the Licensee's reliance upon the Software or its outputs.

61. AI Output Disclaimer

61.1 Nature of AI Outputs

The Licensee acknowledges that outputs generated by Artificial Intelligence are predictive, probabilistic and computational in nature and should not be interpreted as statements of fact or guarantees of future outcomes.

61.2 No Accuracy Warranty

TETRIXX makes no representation or warranty that AI-generated outputs will be:

iiiiiii. accurate;
jjjjjjjj. complete;
kkkkkkkkkk. current;
llllllll. reliable;
mmmmmmmmmm. unbiased;
nnnnnnnnnn. legally compliant;
oooooooooooo. suitable for any specific purpose; or
pppppppppp. free from computational or analytical errors.

61.3 Human Review Requirement

The Licensee shall independently review and verify all AI-generated outputs before relying upon them for:

qqqqqqqqqq. investment decisions;
rrrrrrrrrr. lending decisions;
ssssssssss. mergers and acquisitions;
ttttttttt. financial reporting;
uuuuuuuuuu. regulatory compliance;
vvvvvvvvvv. taxation;
wwwwwwwwww. accounting treatment;

xxxxxxxxx. valuation exercises;
 yyyyyyyyyy. litigation support;
 zzzzzzzzzz. strategic planning; or
 aaaaaaaaaa. any other material business activity.

61.4 AI Hallucinations

The Licensee acknowledges that AI systems may occasionally generate inaccurate, fabricated, misleading or incomplete information (“hallucinations”) despite the implementation of reasonable safeguards.

The Licensee shall not rely solely upon AI-generated outputs without appropriate human verification.

61.5 Data Dependency

The quality and reliability of AI-generated outputs depend upon the quality, completeness, accuracy and timeliness of the data provided by the Licensee and third-party data sources.

TETRIX accepts no responsibility for outputs adversely affected by inaccurate, incomplete or outdated data.

61.6 Continuous Learning and Updates

The Licensee acknowledges that AI models may be updated, retrained, refined or modified from time to time to improve performance, safety, regulatory compliance and functionality.

Accordingly, outputs generated before and after such updates may differ.

61.7 Regulatory Use

The Licensee shall not submit AI-generated analyses to regulators, auditors, investors, financial institutions or courts without first undertaking appropriate independent verification and professional review.

61.8 No Replacement for Professional Judgment

The Software is intended solely to assist qualified professionals and shall not replace independent professional expertise, fiduciary duties, regulatory responsibilities or legally required human decision-making.

61.9 Survival

The provisions contained in this Section shall survive the expiration or termination of this Agreement to the extent necessary to protect TETRIX from claims arising out of the Licensee’s reliance upon AI-generated outputs.

62. Force Majeure

62.1 Definition

For the purposes of this Agreement, a Force Majeure Event means any event or circumstance beyond the reasonable control of the affected Party which prevents or materially delays the performance of its obligations under this Agreement, including but not limited to:

bbbbbbbbbbb. acts of God;
 cccccccccc. natural disasters;
 dddddddddd. floods;
 eeeeeeeeeee. earthquakes;
 ffffffff. storms;

gggggggggggg. fires;
 hhhhhhhhhhhh. pandemics;
 iiiiiiiiii. epidemics;
 jjjjjjjjjj. public health emergencies;
 kkkkkkkkkkk. war;
 llllllllll. armed conflict;
 mmmmmmmmmmm. terrorism;
 nnnnnnnnnnn. civil unrest;
 oooooooooooo. riots;
 pppppppppppp. strikes or industrial disputes not limited to the affected Party's
 workforce;
 qqqqqqqqqqq. governmental actions;
 rrrrrrrrrrr. changes in applicable law;
 ssssssssss. embargoes;
 tttttttttt. sanctions;
 uuuuuuuuuuu. failures of public utilities;
 vvvvvvvvvvv. widespread internet disruptions;
 wwwwwwwwwwww. telecommunications failures;
 xxxxxxxxxxx. cyberattacks of exceptional scale;
 yyyyyyyyyyy. cloud infrastructure failures affecting multiple customers; and
 zzzzzzzzzzz. any other event beyond the reasonable control of the affected Party.

62.2 Suspension of Obligations

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by a Force Majeure Event.

Performance of the affected obligations shall be suspended for the duration of the Force Majeure Event.

62.3 Notification

The affected Party shall notify the other Party as soon as reasonably practicable after becoming aware of the Force Majeure Event.

The notice shall include:

aaaaaaaaaaaa. the nature of the event;
 bbbbbbbbbbbb. the anticipated impact;
 cccccccccc. the obligations affected; and
 dddddddddd. the estimated duration, where reasonably known.

62.4 Duty to Mitigate

The affected Party shall use commercially reasonable efforts to:

eeeeeeeeeeee. mitigate the effects of the Force Majeure Event;
 ffffffffffff. resume performance as soon as reasonably practicable;
 gggggggggggg. minimise disruption to the Software and Services; and
 hhhhhhhhhhhh. keep the other Party reasonably informed of material developments.

62.5 Extended Force Majeure

Where a Force Majeure Event continues for more than ninety (90) consecutive days and materially prevents performance of this Agreement, either Party may terminate this Agreement by giving thirty (30) days' written notice to the other Party.

62.6 Payment Obligations

Except where performance is rendered impossible by a Force Majeure Event, the Licensee's obligation to pay accrued and undisputed fees due prior to the occurrence of the Force Majeure Event shall not be affected.

62.7 No Waiver

A Party's inability to perform obligations due to a Force Majeure Event shall not constitute a breach of this Agreement and shall not operate as a waiver of any rights under this Agreement.

63. Indemnification**63.1 Indemnity by the Licensee**

The Licensee shall indemnify, defend and hold harmless TETRIX, its Affiliates, directors, officers, employees, contractors, licensors, successors and assigns ("Indemnified Parties") against any losses, damages, liabilities, claims, judgments, settlements, penalties, fines, costs and expenses (including reasonable legal fees) arising out of or relating to:

- iiiiiiiiiii. the Licensee's breach of this Agreement;
- jjjjjjjjjjj. misuse of the Software;
- kkkkkkkkkkk. violation of applicable law;
- lllllllllll. infringement of third-party rights by the Licensee;
- mmmmmmmmmmm. unauthorised use of the Software;
- nnnnnnnnnnn. User Data submitted by the Licensee;
- oooooooooooo. negligence or wilful misconduct of the Licensee;
- pppppppppppp. fraud committed by the Licensee;
- qqqqqqqqqqqq. regulatory investigations arising from the Licensee's conduct; or
- rrrrrrrrrrr. any act or omission of the Licensee or its Authorised Users.

63.2 Intellectual Property Claims

The Licensee shall indemnify TETRIX against claims arising from:

- sssssssssss. materials uploaded by the Licensee that infringe Intellectual Property Rights;
- ttttttttttt. unauthorised use of third-party proprietary materials;
- uuuuuuuuuuu. infringement resulting from modifications made by the Licensee; or
- vvvvvvvvvvv. combinations of the Software with unauthorised third-party systems where such combination gives rise to infringement.

63.3 Indemnity by TETRIX

Subject to the limitations contained in this Agreement, TETRIX shall defend the Licensee against third-party claims alleging that the unmodified Software, when used in accordance with this Agreement, directly infringes a valid copyright, patent or registered trademark.

TETRIX may, at its sole discretion:

- wwwwwwwwwww. procure the right for the Licensee to continue using the Software;

- xxxxxxxxxxxxx. modify the Software so that it becomes non-infringing;
- yyyyyyyyyyyyy. replace the affected functionality with substantially equivalent functionality; or
- zzzzzzzzzzzz. terminate the affected licence and refund any prepaid Subscription Fees attributable to the unused portion of the affected Subscription.

63.4 Exclusions

TETRIXX shall have no obligation under Section 63.3 where the claim arises from:

- aaaaaaaaaaaaa. modification of the Software by the Licensee;
- bbbbbbbbbbbbbbb. unauthorised use of the Software;
- ccccccccccccc. failure to install available updates;
- ddddddddddddddd. use of unsupported versions;
- eeeeeeeeeeeeeee. use contrary to the Documentation;
- fffffffffffff. combination with third-party products not approved by TETRIXX;
- gggggggggggggg. User Data;
- hhhhhhhhhhhhhhh. AI prompts supplied by the Licensee; or
- iiiiiiiiiii. continued use after notice of alleged infringement where a reasonable alternative has been provided.

63.5 Indemnification Procedure

A Party seeking indemnification shall:

- jjjjjjjjjjjj. promptly notify the indemnifying Party of the claim;
- kkkkkkkkkkkkk. provide reasonable cooperation;
- lllllllllll. permit the indemnifying Party to control the defence and settlement of the claim; and
- mmmmmmmmmmmmmm. refrain from admitting liability or settling the claim without the prior written consent of the indemnifying Party, such consent not to be unreasonably withheld or delayed.

63.6 Exclusive Remedy

The indemnities contained in this Section constitute the Parties' exclusive remedies with respect to third-party Intellectual Property infringement claims covered by this Agreement.

64. Insurance

64.1 Insurance by TETRIXX

TETRIXX may maintain insurance policies appropriate to the nature and scale of its business operations, including, where commercially appropriate:

- nnnnnnnnnnnnnn. professional indemnity insurance;
- ooooooooooooo. cyber liability insurance;
- pppppppppppppp. technology errors and omissions insurance;
- qqqqqqqqqqqqq. directors' and officers' liability insurance;
- rrrrrrrrrrrrr. commercial general liability insurance; and
- sssssssssssss. other insurance considered appropriate by TETRIXX.

Nothing in this Agreement shall obligate TETRIXX to maintain any specific policy limits unless expressly agreed in writing.

64.2 Insurance by Enterprise Licensees

Enterprise Licensees are encouraged to maintain appropriate insurance coverage consistent with the nature and scale of their business operations, including where appropriate:

ttttttttttt. cyber liability insurance;
uuuuuuuuuuuuu. professional indemnity insurance;
vvvvvvvvvvvvv. commercial general liability insurance;
wwwwwwwwwwwww. crime and fidelity insurance;
xxxxxxxxxxxxx. business interruption insurance;
yyyyyyyyyyyyyy. directors' and officers' liability insurance; and
zzzzzzzzzzzzz. any other insurance required by applicable law or prudent commercial practice.

64.3 No Limitation

The maintenance or absence of insurance by either Party shall not increase, reduce or otherwise affect the limitations of liability contained in this Agreement.

64.4 Risk Management

Each Party shall remain solely responsible for implementing appropriate risk management, cybersecurity, governance and business continuity measures irrespective of any insurance maintained.

64.5 Proof of Insurance

Where expressly required under a separately negotiated Enterprise Agreement, either Party may request reasonable evidence of insurance maintained by the other Party, subject to confidentiality obligations and applicable law.

64.6 No Third-Party Rights

Nothing contained in this Section shall create any rights in favour of insurers or third parties or require either Party to pursue insurance claims before exercising its contractual rights under this Agreement.

64.7 Survival

The provisions relating to indemnification, liability allocation, accrued rights and insurance obligations that are intended by their nature to survive shall continue in full force and effect following the expiration or termination of this Agreement to the extent necessary to give effect to their purpose.

PART VIII – TERM AND TERMINATION

65. Licence Duration

65.1 Commencement

This Agreement shall become legally binding on the earlier of:

- aaaaaaaaaaaaa. the Licensee's acceptance of this Agreement;
- bbbbbbbbbbbbbbb. the creation of a User Account;
- ccccccccccccc. installation or activation of the Software;
- ddddddddddddd. access to or use of the Software; or
- eeeeeeeeeeeeeee. any other act indicating acceptance of this Agreement.

65.2 Subscription Term

Unless otherwise agreed in writing, the licence granted under this Agreement shall remain effective for the duration of the applicable Subscription Term purchased by the Licensee.

Each Subscription shall commence on the applicable Effective Date and continue until its expiration or earlier termination in accordance with this Agreement.

65.3 Licence Duration

The licence granted under this Agreement is:

- ffffffffffffff. limited;
- ggggggggggggggg. non-exclusive;
- hhhhhhhhhhhhhhh. non-transferable;
- iiiiiiiiiii. non-sublicensable; and
- jjjjjjjjjjjjj. revocable,

and shall continue only while the Licensee remains in compliance with this Agreement.

65.4 Renewal

Where the applicable Subscription Plan permits renewal, the Subscription may renew:

- kkkkkkkkkkkkkkk. automatically;
- lllllllllll. manually upon renewal by the Licensee; or
- mmmmmmmmmmmmmmmm. pursuant to the terms of an Enterprise Agreement.

Automatic renewals shall occur in accordance with the applicable Subscription Plan unless cancelled before the renewal date.

65.5 Trial Licences

Where the Software is provided under a trial, evaluation, demonstration or proof-of-concept licence, the licence shall automatically expire upon the earliest of:

- nnnnnnnnnnnnnnn. expiration of the trial period;
- ooooooooooooooooo. conversion to a paid Subscription;
- ppppppppppppppp. termination by TETRIXX; or
- qqqqqqqqqqqqqqq. termination by the Licensee.

Unless expressly converted into a paid Subscription, the Licensee shall cease using the Software immediately upon expiration of the trial period.

65.6 Enterprise Licences

Enterprise Licences shall remain effective for the duration specified in the applicable Enterprise Licence Agreement or Order Form and shall be governed by the additional commercial terms applicable to the Enterprise deployment.

65.7 No Perpetual Licence

Unless expressly agreed in writing, no provision of this Agreement shall be interpreted as granting a perpetual licence to the Software.

65.8 Continued Compliance

Continued use of the Software following renewal constitutes ongoing acceptance of this Agreement and any amendments made in accordance with its terms.

66. Suspension

66.1 Right to Suspend

TETRIXX may immediately suspend or restrict access to all or any part of the Software where it reasonably believes that suspension is necessary to:

- rrrrrrrrrrrrrr. protect the security of the Software;
- ssssssssssssss. prevent unauthorised access;
- tttttttttttttt. investigate suspected violations of this Agreement;
- uuuuuuuuuuuuuu. comply with applicable law;
- vvvvvvvvvvvvvv. comply with regulatory directives;
- wwwwwwwwwwwwww. prevent fraud or financial crime;
- xxxxxxxxxxxxxxx. protect Intellectual Property Rights;
- yyyyyyyyyyyyyyy. maintain system integrity;
- zzzzzzzzzzzzzz. address cybersecurity threats; or
- aaaaaaaaaaaaaaa. protect the rights, property or legitimate interests of TETRIXX, its customers or third parties.

66.2 Non-Payment

Without prejudice to any other rights available under this Agreement, TETRIXX may suspend access where the Licensee fails to pay undisputed Subscription Fees within the applicable payment period.

Where commercially reasonable, TETRIXX shall provide prior notice before suspending access for non-payment.

66.3 Security Risks

TETRIXX may immediately suspend access where the Licensee's Account, systems or activities present an actual or reasonably suspected risk to:

- bbbbbbbbbbbbbbb. platform security;
- ccccccccccccc. other users;
- ddddddddddddddd. confidential information;
- eeeeeeeeeeeeeee. Personal Data;
- ffffffffffffff. Enterprise Data;
- ggggggggggggggg. AI models; or
- hhhhhhhhhhhhhhh. the operational integrity of the Software.

66.4 Regulatory Suspension

TETRIX may suspend access where continued use of the Software:

- iiiiiiiiiiiiiii. would violate applicable law;
- jjjjjjjjjjjjj. would expose TETRIX to regulatory sanctions;
- kkkkkkkkkkkkkkk. is prohibited by a competent governmental authority;
- lllllllllllll. is inconsistent with sanctions laws; or
- mmmmmmmmmmmmmmmm. otherwise creates material legal or regulatory risk.

66.5 Investigation

During any period of suspension, TETRIX may investigate the circumstances giving rise to the suspension.

The Licensee shall reasonably cooperate with such investigation and provide information reasonably requested by TETRIX.

66.6 Effect of Suspension

Suspension of access shall not:

- nnnnnnnnnnnnnnnn. constitute termination of this Agreement;
- oooooooooooooooo. waive any rights of TETRIX;
- pppppppppppppppp. affect accrued payment obligations;
- qqqqqqqqqqqqqqq. prejudice any legal remedies available to TETRIX; or
- rrrrrrrrrrrrrrr. prevent TETRIX from subsequently terminating this Agreement.

66.7 Restoration

Where the circumstances giving rise to the suspension have been satisfactorily resolved, TETRIX shall use commercially reasonable efforts to restore access within a reasonable period.

TETRIX shall have no obligation to restore access where grounds for termination continue to exist.

67. Termination

67.1 Termination by the Licensee

The Licensee may terminate this Agreement at any time by:

- ssssssssssssss. discontinuing use of the Software;
- ttttttttttttt. closing its User Account where applicable; and
- uuuuuuuuuuuuuuu. complying with any applicable cancellation procedures under the Subscription Plan.

Termination shall not relieve the Licensee of any accrued payment obligations or liabilities arising before the effective date of termination.

67.2 Termination by TETRIX

TETRIX may terminate this Agreement immediately upon written notice where the Licensee:

- vvvvvvvvvvvvvvv. materially breaches this Agreement;
- wwwwwwwwwwwwwww. repeatedly breaches this Agreement;
- xxxxxxxxxxxxxxxxx. fails to remedy a remediable breach within thirty (30) days after receiving written notice;
- yyyyyyyyyyyyyyyyy. infringes Intellectual Property Rights;
- zzzzzzzzzzzzzzz. engages in fraud;

aaaaaaaaaaaaaaaa. engages in unlawful activities;
 bbbbbbbbbbbbbbbbbb. misuses the Software;
 cccccccccccccccc. compromises platform security;
 dddddddddddddddd. submits malicious code;
 eeeeeeeeeeeeeeee. provides materially false information;
 ffffffffffffffff. becomes subject to sanctions prohibiting continued provision of the Software;
 gggggggggggggggg. enters liquidation, administration, receivership or similar insolvency proceedings, subject to applicable law; or
 hhhhhhhhhhhhhhhh. otherwise acts in a manner likely to cause material legal, financial or reputational harm to TETRIX.

67.3 Immediate Termination

TETRIX may immediately terminate this Agreement without prior notice where continued access would:

iiiiiiiiiiiiii. violate applicable law;
 jjjjjjjjjjjjjj. threaten the security or integrity of the Software;
 kkkkkkkkkkkkkk. facilitate financial crime;
 llllllllllllll. endanger Personal Data;
 mmmmmmmmmmmmmm. expose TETRIX to material regulatory liability; or
 nnnnnnnnnnnnnn. result in irreparable harm to TETRIX or its customers.

67.4 Termination for Convenience

Unless otherwise provided in an Enterprise Agreement, TETRIX may terminate this Agreement for convenience by providing not less than thirty (30) days' prior written notice to the Licensee.

Where termination for convenience affects a prepaid Subscription, TETRIX shall refund any prepaid fees attributable to the unused portion of the Subscription, except where termination results from the Licensee's breach of this Agreement.

67.5 Enterprise Termination

Termination of Enterprise Licences shall also be subject to any additional termination provisions contained in the applicable Enterprise Licence Agreement, Order Form or Master Services Agreement.

67.6 Regulatory Termination

TETRIX may terminate this Agreement immediately where required by:

oooooooooooooooo. applicable law;
 pppppppppppppppp. a final order of a court of competent jurisdiction;
 qqqqqqqqqqqqqqq. a lawful directive of a competent regulatory authority;
 rrrrrrrrrrrrrrrr. applicable sanctions laws; or
 ssssssssssssssss. any mandatory legal requirement prohibiting continued provision of the Software.

67.7 Accrued Rights

Termination shall be without prejudice to any rights, obligations, remedies or liabilities accrued by either Party prior to the effective date of termination.

67.8 No Waiver

The exercise of any right of suspension or termination under this Agreement shall not constitute a waiver of any other rights or remedies available under applicable law or this Agreement.

68. Effect of Termination

68.1 Cessation of Licence Rights

Upon the effective date of termination or expiration of this Agreement, all rights granted to the Licensee under this Agreement shall immediately cease unless expressly stated otherwise.

The Licensee shall immediately discontinue all access to and use of the Software.

68.2 Deactivation of Access

TETRIX may, without further notice:

tttttttttttt. deactivate User Accounts;
 uuuuuuuuuuuuuuu. revoke licence credentials;
 vvvvvvvvvvvvvvvv. disable API keys;
 wwwwwwwwwwwwwww. terminate authentication tokens;
 xxxxxxxxxxxxxxxx. disable integrations;
 yyyyyyyyyyyyyyyy. revoke administrative privileges; and
 zzzzzzzzzzzzzzzz. restrict access to Enterprise environments.

68.3 Outstanding Obligations

Termination or expiration shall not relieve the Licensee of its obligation to:

aaaaaaaaaaaaaaaa. pay all accrued and undisputed fees;
 bbbbbbbbbbbbbbb. satisfy outstanding payment obligations;
 cccccccccccccccc. comply with confidentiality obligations;
 dddddddddddddddd. protect Intellectual Property Rights;
 eeeeeeeeeeeeeeee. comply with post-termination obligations contained in this Agreement; and
 ffffffffffffffff. discharge any liabilities accrued prior to termination.

68.4 Enterprise Data

Subject to Section 69 and applicable law, Enterprise Licensees may request the export of Enterprise Data within the applicable post-termination retrieval period specified under the applicable Subscription Plan or Enterprise Agreement.

Where no retrieval period is specified, TETRIX may determine a commercially reasonable retrieval period.

68.5 Data Retention

Following termination, TETRIX may retain certain information where reasonably necessary to:

gggggggggggggggg. comply with applicable law;
 hhhhhhhhhhhhhhhh. satisfy regulatory obligations;
 iiiiiiiiiiiiii. resolve disputes;
 jjjjjjjjjjjjjj. investigate fraud;
 kkkkkkkkkkkkkkkk. enforce this Agreement;
 llllllllllllll. maintain security records;
 mmmmmmmmmmmmmmm. comply with lawful governmental requests; or

68.6 Deletion of Accounts

68.7 No Continued Access

68.8 No Waiver of Remedies

69. Return or Destruction of Software

oooooooooooooooooooo. uninstall installed Software;
 ppppppppppppppppppp. destroy locally stored copies;
 qqqqqqqqqqqqqqqqqq. delete cached copies;
 rrrrrrrrrrrrrrrrrr. revoke internal access credentials;
 ssssssssssssssssss. discontinue use of APIs;
 tttttttttttttttt. remove Software components from internal systems; and
 uuuuuuuuuuuuuuuuuu. cease all further use of TETRIX Intellectual Property.

69.3 Documentation

69.4 Confidential Information

69.5 Enterprise Backups

vvvvvvvvvvvvvvvvvvvv. such backups remain securely protected;
 wwwwwwwwwwwwwwwwww. they are not restored except where necessary;
 xxxxxxxxxxxxxxxxxxxx. they remain subject to confidentiality obligations; and

yyyyyyyyyyyyyyyyyy. they are permanently deleted in accordance with normal backup rotation procedures.

69.6 Legal Retention

Where applicable law, regulatory requirements or lawful governmental directives require the retention of certain records, the Licensee may retain only those records required by law.

Such retained information shall remain subject to all continuing confidentiality, privacy and security obligations.

69.7 Intellectual Property

Termination of this Agreement shall not transfer any ownership or licence rights in the Software or any Intellectual Property owned by TETRIX.

70. Survival

70.1 Surviving Provisions

The expiration or termination of this Agreement shall not affect any provision which by its nature or express wording is intended to survive termination.

70.2 Continuing Obligations

Without limitation, the following provisions shall survive termination or expiration of this Agreement:

zzzzzzzzzzzzzzzzzz. Intellectual Property Rights;
 aaaaaaaaaaaaaaaaaa. ownership of the Software;
 bbbbbbbbbbbbbbbbbbb. confidentiality obligations;
 cccccccccccccccccc.data protection obligations;
 dddddddddddddddddd. privacy obligations;
 eeeeeeeeeeeeeeeeeee. payment obligations accrued before termination;
 ffffffffffffffffffff. audit rights;
 ggggggggggggggggggg. indemnification obligations;
 hhhhhhhhhhhhhhhhhhh. limitations of liability;
 iiiiiiiiiiiiiiiiii. disclaimers and warranties;
 jjjjjjjjjjjjjjjjjj. dispute resolution procedures;
 kkkkkkkkkkkkkkkkkkk. governing law;
 llllllllllllllllll. notices relating to legal proceedings;
 mmmmmmmmmmmmmmmmmmm. export control obligations;
 nnnnnnnnnnnnnnnnnnn. compliance with applicable law;
 oooooooooooooooooooo. post-termination restrictions;
 ppppppppppppppppppp. obligations relating to AI models and proprietary algorithms; and
 qqqqqqqqqqqqqqqqqqq. any other provision which is expressly stated or necessarily intended to survive.

70.3 Continued Protection of Intellectual Property

Termination shall not affect the ownership, protection or enforceability of TETRIX's:

rrrrrrrrrrrrrrrrrr. copyrights;
 ssssssssssssssssss. patents;

tttttttttttttttttttt. trademarks;
uuuuuuuuuuuuuuuuuuuu. trade secrets;
vvvvvvvvvvvvvvvvvvvv. AI models;
wwwwwwwwwwwwwwwwwwww. machine learning systems;
xxxxxxxxxxxxxxxxxxxxxx. algorithms;
yyyyyyyyyyyyyyyyyyyy. databases;
zzzzzzzzzzzzzzzzzzzz. source code;
aaaaaaaaaaaaaaaaaaaa. proprietary prompts;
bbbbbbbbbbbbbbbbbbbb. documentation; and
cccccccccccccccccc. other Intellectual Property Rights.

70.4 Confidentiality

All confidentiality obligations shall remain in force for so long as the relevant Confidential Information remains confidential or for any longer period required under applicable law or a separate written agreement.

70.5 Regulatory Cooperation

Where required by applicable law or a competent regulatory authority, the Parties shall continue to cooperate following termination in relation to regulatory investigations, audits, legal proceedings or compliance obligations arising from the period during which this Agreement was in force.

70.6 No Limitation on Accrued Rights

Termination or expiration shall not affect any rights, remedies, liabilities or causes of action that accrued prior to the effective date of termination.

70.7 Final Interpretation

The provisions of this Part VIII shall be interpreted to give full effect to the Parties' intention that all rights requiring continued legal protection after termination remain enforceable to the fullest extent permitted by applicable law.

PART IX – GENERAL PROVISIONS

71. Regulatory Compliance

71.1 Compliance with Applicable Laws

The Licensee shall comply with all applicable laws, regulations, regulatory directives, industry standards and governmental requirements relating to its access to and use of the Software.

71.2 Financial Services Compliance

Where the Licensee operates within the financial services sector, the Licensee shall remain solely responsible for ensuring compliance with all applicable requirements imposed by:

ddddddddddddddddddd. the Securities and Exchange Commission of Nigeria (SEC);
 eeeeeeeeeeeeeeeeeee. the Central Bank of Nigeria (CBN);
 ffffffffffffffffffff. the Nigerian Exchange Group (NGX);
 gggggggggggggggggggg. the Financial Reporting Council of Nigeria (FRCN);
 hhhhhhhhhhhhhhhhhhhh. the Nigerian Financial Intelligence Unit (NFIU);
 iiiiiiiiiiiiiiiiii. anti-money laundering and counter-terrorism financing laws; and
 jjjjjjjjjjjjjjjjjj. any other competent regulatory authority.

71.3 No Regulatory Approval

Use of the Software does not constitute:

kkkkkkkkkkkkkkkkkkk. regulatory approval;
 lllllllllllllllllll. regulatory certification;
 mmmmmmmmmmmmmmmmmmm. regulatory endorsement;
 nnnnnnnnnnnnnnnnnnnn. regulatory registration; or
 oooooooooooooooooooooo. compliance certification by TETRIXX.

71.4 Regulatory Cooperation

The Licensee shall provide all information reasonably requested by TETRIXX where necessary to:

pppppppppppppppppppp. comply with applicable law;
 qqqqqqqqqqqqqqqqqqq. respond to regulatory inquiries;
 rrrrrrrrrrrrrrrrrrrr. satisfy audit obligations;
 ssssssssssssssssssss. investigate security incidents; or
 tttttttttttttttttt. fulfil legal reporting obligations.

71.5 Sanctions Compliance

The Licensee represents and warrants that neither it nor its Authorised Users are subject to sanctions, embargoes or restrictions that would make provision of the Software unlawful.

71.6 Anti-Bribery and Corruption

The Licensee shall comply with all applicable anti-bribery, anti-corruption and anti-fraud laws and shall not use the Software in connection with unlawful payments, inducements or corrupt practices.

71.7 Compliance Monitoring

TETRIXX reserves the right to take reasonable measures to ensure ongoing compliance with applicable laws, including suspension or termination where required by law or regulatory directives.

72. Export Restrictions

72.1 Export Control Compliance

The Licensee shall comply with all applicable export control laws, trade sanctions, embargo regulations and economic restrictions applicable to the Software and related technologies.

72.2 Restricted Jurisdictions

The Licensee shall not access, export, re-export, transfer, distribute or make available the Software in any jurisdiction where such activity is prohibited by applicable law.

72.3 Restricted Persons

The Licensee shall not permit access to the Software by:

uuuuuuuuuuuuuuuuuuuuuu. sanctioned persons;
 vvvvvvvvvvvvvvvvvvvvvvv. restricted entities;
 wwwwwwwwwwwwwwwwwwwww. prohibited organisations; or
 xxxxxxxxxxxxxxxxxxxxxx. persons located in jurisdictions subject to applicable trade restrictions.

72.4 Compliance Verification

TETRIXX may implement screening procedures, access controls or verification measures designed to ensure compliance with applicable export control requirements.

72.5 Suspension Rights

TETRIXX may suspend or terminate access where it reasonably believes continued provision of the Software may violate applicable export control laws or sanctions requirements.

73. Assignment

73.1 Assignment by the Licensee

The Licensee shall not assign, transfer, novate, sublicense, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of TETRIXX.

Any purported assignment in violation of this Section shall be null and void.

73.2 Assignment by TETRIXX

TETRIXX may assign, transfer, novate or otherwise dispose of its rights and obligations under this Agreement:

yyyyyyyyyyyyyyyyyyyy. to an Affiliate;
 zzzzzzzzzzzzzzzzzzzzz. as part of a corporate restructuring;
 aaaaaaaaaaaaaaaaaaaaa. in connection with a merger or acquisition;
 bbbbbbbbbbbbbbbbbbb. pursuant to a sale of assets;
 cccccccccccccccccc. pursuant to a financing transaction; or
 ddddddddddddddddddd. as otherwise required for legitimate business purposes.

73.3 Successors and Assigns

Subject to this Section, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

73.4 No Third-Party Rights

Except as expressly stated herein, no person other than the Parties shall acquire rights under this Agreement.

74. Amendments**74.1 Right to Amend**

TETRIXX may amend this Agreement from time to time where reasonably necessary to:

eeeeeeeeeeeeeeeeee. comply with applicable law;
 ffffffffffffffffffff. reflect regulatory requirements;
 gggggggggggggggggggg. address security concerns;
 hhhhhhhhhhhhhhhhhhhh. improve the Software;
 iiiiiiiiiiiiiiiiii. introduce new functionality;
 jjjjjjjjjjjjjjjjjj. reflect changes in business operations; or
 kkkkkkkkkkkkkkkkkkkk. maintain operational effectiveness.

74.2 Notice of Amendments

Material amendments shall be communicated through:

llllllllllllllll. email notification;
 mmmmmmmmmmmmmmmmmmmmm. platform notifications;
 nnnnnnnnnnnnnnnnnnnnnn. publication on the TETRIXX website; or
 oooooooooooooooooooooo. other reasonable means of communication.

74.3 Effective Date

Unless otherwise specified, amendments shall become effective on the date stated in the notice.

74.4 Continued Use

Continued use of the Software after the effective date of an amendment shall constitute acceptance of the amended Agreement.

74.5 Enterprise Agreements

Where a separately negotiated Enterprise Agreement exists, the amendment provisions contained within that agreement shall prevail to the extent of any inconsistency.

75. Notices**75.1 Method of Notice**

Any notice required or permitted under this Agreement shall be provided in writing and may be delivered by:

ppppppppppppppppppppp. email;
 qqqqqqqqqqqqqqqqqqq. registered courier;
 rrrrrrrrrrrrrrrrrrr. recorded delivery service;
 sssssssssssssssssss. platform notification; or
 ttttttttttttttttttt. any other method agreed by the Parties.

75.2 Notices to TETRIXX

Notices to TETRIXX shall be sent to the contact details specified in this Agreement or as otherwise communicated by TETRIXX.

75.3 Notices to the Licensee

Notices to the Licensee may be sent to:

uuuuuuuuuuuuuuuuuuuuuu. the registered email address associated with the Account;
 vvvvvvvvvvvvvvvvvvvvvvv. the billing contact;
 wwwwwwwwwwwwwwwwwwwww. the administrative contact; or
 xxxxxxxxxxxxxxxxxxxxxx. any other address provided by the Licensee.

75.4 Deemed Receipt

Notices shall be deemed received:

yyyyyyyyyyyyyyyyyyyyyy. immediately upon successful platform delivery;
 zzzzzzzzzzzzzzzzzzzzz. on the date of transmission where sent by email;
 aaaaaaaaaaaaaaaaaaaaaa. upon delivery confirmation where sent by courier; or
 bbbbbbbbbbbbbbbbbbbbbb. as otherwise determined by applicable law.

75.5 Responsibility for Contact Details

The Licensee shall maintain accurate and current contact information at all times.

76. Audit Rights**76.1 Compliance Audits**

TETRIX may conduct reasonable audits to verify compliance with this Agreement where it reasonably suspects:

cccccccccccccccccccc. licence misuse;
 dddddddddddddddddddd. unauthorised access;
 eeeeeeeeeeeeeeeeeeee. security breaches;
 ffffffffffffffffffffff. infringement of Intellectual Property Rights;
 gggggggggggggggggggg. regulatory violations; or
 hhhhhhhhhhhhhhhhhhhh. material contractual breaches.

76.2 Enterprise Audits

Enterprise Licensees shall maintain records reasonably necessary to demonstrate compliance with applicable licensing restrictions.

76.3 Audit Cooperation

The Licensee shall reasonably cooperate with lawful audit requests and provide relevant information necessary to verify compliance.

76.4 Confidentiality

Any information obtained through an audit shall be treated as Confidential Information and used solely for compliance purposes.

76.5 Cost Allocation

Where an audit reveals a material breach of this Agreement, the Licensee may be required to reimburse reasonable audit costs incurred by TETRIX.

77. Governing Law**77.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

77.2 Exclusion of Conflict Rules

The conflict of laws principles of any jurisdiction shall not apply where doing so would result in the application of laws other than those of Nigeria.

77.3 International Users

Users accessing the Software outside Nigeria acknowledge that they remain responsible for compliance with local laws applicable to their activities.

78. Dispute Resolution

78.1 Good Faith Negotiation

The Parties shall first attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiations.

78.2 Escalation

Where a dispute cannot be resolved through informal discussions, the Parties shall escalate the matter to appropriately authorised representatives.

78.3 Mediation

If a dispute remains unresolved after thirty (30) days, either Party may refer the dispute to mediation before a mutually agreed mediator.

78.4 Arbitration

Any dispute not resolved through mediation shall be finally resolved by arbitration in Lagos, Nigeria in accordance with the Arbitration and Mediation Act, 2023.

78.5 Tribunal

The arbitration shall be conducted by a single arbitrator unless the Parties agree otherwise.

78.6 Language

The language of arbitration shall be English.

78.7 Interim Relief

Nothing in this Agreement shall prevent either Party from seeking urgent injunctive or equitable relief before a court of competent jurisdiction.

79. Severability

79.1 Validity

If any provision of this Agreement is determined to be invalid, unlawful or unenforceable, the remaining provisions shall continue in full force and effect.

79.2 Modification

Any invalid provision shall be interpreted or modified to the minimum extent necessary to make it enforceable while preserving its original commercial intent.

79.3 No Effect on Remaining Provisions

The invalidity of one provision shall not affect the validity or enforceability of any other provision of this Agreement.

80. Entire Agreement

80.1 Entire Agreement

This Agreement, together with all incorporated policies, schedules and referenced documents, constitutes the entire agreement between the Parties concerning the subject matter herein.

80.2 Supersession

This Agreement supersedes all prior discussions, negotiations, representations, understandings and agreements relating to the Software.

80.3 Reliance

Each Party acknowledges that it has not relied upon any statement, representation or promise not expressly contained in this Agreement.

80.4 Order of Precedence

In the event of inconsistency, the order of precedence shall be:

- iiiiiiiiiiiiiiiiiii. Enterprise Agreement or Order Form;
- jjjjjjjjjjjjjjjjjj. Master Terms of Service;
- kkkkkkkkkkkkkkkkkkkkkk. this End User Licence Agreement;
- llllllllllllllllll. applicable Schedules;
- mmmmmmmmmmmmmmmmmmmmmmmmmmmm. Documentation; and
- nnnnnnnnnnnnnnnnnnnnnnnnnnnn. policies referenced herein.

81. Contact Information**81.1 TETRIXX Contact Details**

Questions regarding this Agreement may be directed to:

TETRIXX Financial Analyst CoPilot Legal & Compliance Department [Insert Registered Address]
[Insert Email Address] [Insert Website] [Insert Telephone Number]

81.2 Legal Notices

Formal legal notices shall be delivered in accordance with Section 75 of this Agreement.

81.3 Regulatory Enquiries

Regulatory authorities may contact TETRIXX through the designated compliance contact details published by TETRIXX from time to time.

81.4 Updates

TETRIXX reserves the right to update its contact information, provided that such updates are communicated through reasonable means.

81.5 Effective Agreement

By accessing, installing, subscribing to or using the Software, the Licensee acknowledges that it has read, understood and agrees to be bound by this Agreement.