

ITRS SOFTWARE AND SERVICES TERMS

Any use of ITRS Group Software and any other Services is subject to these Supplier Software and Services Terms (the “**Terms**” or “**Product Terms**”).

By using the Services, or by signing or accepting an Order Form, the Customer confirms that it accepts and agrees to be legally bound by all terms and conditions set out below.

Please read the full Terms carefully. If the Customer does not accept these Terms, it must not use the Services.

1. Introduction

- 1.1 This contract takes effect on the Effective Date and comprises: (a) an Order Form for Products; and (b) these Terms (together the “**Contract**”). Each Order Form incorporates the Terms to create a separate, binding agreement.
- 1.2 The Terms are the only terms on which the Supplier is willing to supply the Products and they apply to the exclusion of all other terms.
- 1.3 The Terms apply to and govern the supply of the Products to the exclusion of any other terms or conditions that the Customer seeks to impose or incorporate, or that are implied by trade, custom, practice or course of dealing, and notwithstanding any terms or conditions contained or referred to in any document issued by the Customer at any time.
- 1.4 Any purchase order or other communication submitted by the Customer is an offer by the Customer to purchase the Products on these Terms only. No terms or conditions put forward by the Customer form part of the agreement or bind the Supplier and the Supplier rejects them, regardless of whether they are referenced in, attached to or acknowledged in any document. No act or omission of the Supplier (including supplying the Products, accepting a purchase order or failing to object to the Customer’s terms) constitutes acceptance of, or agreement to, any of the Customer’s terms.
- 1.5 If there is any conflict, inconsistency or ambiguity between the documents forming the Contract, the following descending order of precedence applies, but only to the extent of that conflict, inconsistency or ambiguity: (a) the Order Form (and only in respect of the Order Form in question); (b) these Product Terms; (c) the Data Processing Addendum and any other addendum expressly incorporated into the Contract; and (d) the Documentation and any policy incorporated by reference (including the Acceptable Use Policy, the SaaS Terms and the Software Maintenance Policy). Notwithstanding the foregoing, the Data Processing Addendum shall prevail over the other documents to the extent of any conflict concerning the processing of personal data.
- 1.6 Capitalised words and expressions have the meanings given to them in Clause 22, which also governs the interpretation of the Contract.

2. No direct competitors

2.1 The Customer shall not, and shall procure that its Affiliates and Authorised Users shall not: (a) access or use the Products (or purchase or use a Subscription) if it is, or is acting on behalf of or for the benefit of, a Competitor; (b) authorise, permit or facilitate any Competitor to access or use the Products; or (c) access or use the Products for the purpose of monitoring their availability, performance or functionality, or for any competitive or benchmarking purpose.

2.2 The Customer warrants and represents, on submitting each order and on a continuing basis throughout the term, that neither it nor any Affiliate accessing the Products is a Competitor or is acting on behalf of a Competitor. The Customer shall notify the Supplier promptly if this ceases to be true.

3. Evaluation Licence and Free Version

3.1 Free Trial: If a New Customer asks to trial the Software, the Supplier grants that New Customer a free, non-exclusive and non-transferable licence allowing its Authorised Users to use the Software and Documentation. This licence is temporary, limited to a non-production environment (unless the parties agree otherwise in writing) and may be used only to help the New Customer decide whether to buy a Subscription. Not all of the Software is available to trial.

3.2 Evaluation Period: The trial starts when the New Customer first uses the Software and ends on the earlier of: (a) the date the parties agree in writing (or, if they don't agree a date, thirty (30) days after the trial starts); and (b) the Effective Date for that Software (the "**Evaluation Period**"). Either party may end the trial at any time, immediately, by written notice.

3.3 Free Version: The Supplier may also make available a free, limited-functionality version of certain Software on an ongoing basis (a "**Free Version**"), such as the Uptrends Free Forever website monitoring account. The Supplier grants the Customer a free, non-exclusive and non-transferable licence to use the applicable Free Version and its Documentation, in accordance with these Terms, for so long as the Supplier makes it available. A Free Version provides limited features only and the Supplier may change, limit, suspend or withdraw any Free Version (or move it to a paid model) at any time on reasonable notice. No Subscription, service levels, support or availability commitments apply to a Free Version unless the Supplier expressly agrees otherwise in writing.

3.4 Using a trial or Free Version: While using the Software or Documentation under a trial or a Free Version, the Customer must comply with Clause 9.4 (Acceptable Use). The Software and Documentation are provided free of charge and "as is", with no warranties of any kind (express, implied or statutory) so far as the law allows. The Customer uses them entirely at its own risk and is responsible for keeping its own data safe.

3.5 Customer indemnity and our liability (trial and Free Version): The Customer will indemnify the Supplier against all Losses the Supplier suffers or incurs arising out of or in connection with the Customer's use of the Software and Documentation during the Evaluation Period or while using a Free Version. Subject to Clause 17, the Supplier excludes all liability connected with that use, and for any breach or non-performance of the Contract relating to the Software or Documentation during the Evaluation Period or under a Free Version, whether in contract, tort (including negligence), breach of statutory duty or otherwise. If that exclusion is unenforceable for any reason, the Supplier's total liability for the Software or Documentation (and any related breach or non-performance) during the Evaluation Period or under a Free Version will not exceed £100 GBP (or the equivalent in USD or EUR).

3.6 End of trial or Free Version: When the Evaluation Period ends, unless the Customer has bought a Subscription for the trialled Software, all rights under the trial licence stop immediately and the Customer must stop using the Software and Documentation – although the Customer may instead choose to continue on a Free Version (where the Supplier offers one) under these Terms. Likewise, if the Customer stops using a Free Version, or the Supplier withdraws it, and the Customer has not bought a Subscription for that Software, all rights under this clause stop and the Customer must stop using the Software and Documentation. In either case, if the Customer does not buy a Subscription (or, following a trial, move to a Free Version), the Data Processing Addendum applies. If the Customer buys a Subscription or moves to a Free Version, these Terms continue to govern the relationship.

4. Subscriptions

4.1 Provision of Subscription: In consideration of payment of the Subscription Fees, as specified in the applicable Order Form, the Supplier grants to the Customer (including its Authorised Users) a non-exclusive and non-transferable licence to use the Software in the Territory for the Subscription Term.

4.2 Automatic Renewal: Subject to Clause 4.3, and unless terminated in accordance with Clause 18, each Subscription shall automatically renew at the end of the Subscription Initial Term, and at the end of each subsequent renewal period (each a "**Renewal Term**"), for a further Renewal Term equal to:

(a) twelve (12) months, where the Subscription Initial Term is twelve (12) months or more; or

(b) one (1) month, where the Subscription Initial Term is one (1) month.

4.3 Non-Renewal: Notwithstanding Clause 4.2, either party may terminate the Contract by giving the other written notice, expiring no earlier than the end of the Subscription Initial Term or the then-current Renewal Term, of not less than:

(a) ninety (90) days, where Clause 4.2(a) applies; or

(b) thirty (30) days, where Clause 4.2(b) applies.

Where such notice is given, the Contract will terminate at the end of the Subscription Initial Term or the then-current Renewal Term (as applicable) and no further Renewal Term will arise.

4.4 Open-Source Software: The Customer expressly acknowledges that the Software may contain, or link to, open-source software and that the Customer's use of the open-source software is governed by separate open-source licence terms available within the Software or in accompanying notice files which apply in addition to the terms of this Contract. This Contract does not limit or affect rights granted to the Customer under applicable open-source software licence terms. The open-source software licence terms shall apply to the open-source software in lieu of any other licence terms under this Contract.

5. On-Premise Software

5.1 Application: This Clause 5 applies where the Order Form (or nature of the Software) indicates the Customer is taking "on-premise" Software.

5.2 Licence: Subject to the Contract and the payment of the Fees, the Supplier grants the Customer, during the Subscription Term, a non-exclusive and non-transferable licence to download the Software and Documentation, install the Software on servers under its control and use them for its own internal business purposes within the scope, volumes and metrics set out in the Order Form and Documentation. The Software is delivered electronically (delivery is complete on being made available). Title and all intellectual property rights in the Software and Documentation remain with the Supplier.

5.3 Copies and restrictions: The Customer may copy the Software or Documentation only as reasonably necessary for normal use under the Contract or for back-up/archival purposes, retaining all proprietary notices. The restrictions in Clause 9 (Usage Restrictions) apply to the Customer's use of on-premises Software. In addition, the Customer shall not (and shall not permit any third party to) exceed the licensed scope, volumes or metrics, or disable any licence key or usage-control measure. Use of the Software for high availability or disaster recovery/back-up systems (including hot, warm and cold standby) is chargeable and requires additional licences.

5.4 Customer responsibilities: The Customer is responsible, at its own cost, for providing and maintaining the hardware, operating systems, networks and third-party software required to run the Software (meeting the minimum specifications in the Documentation); installing, configuring, operating and securing the Software (including industry-standard firewalls and virus detection); backing up its own data; and installing

updates the Supplier makes available. Updates, upgrades and support are provided as per the Supplier's Software Maintenance Policy and/or the Order Form. Any third-party or open-source components identified in the Documentation are licensed under their own terms.

5.5 Migration to third-party hosting: Where the Customer installs, runs or migrates the Software on a third-party cloud or hosting provider, it must give the Supplier prior written notice, the licensed scope, volumes and metrics continue to apply, the Customer remains responsible for compliance and the Supplier may require additional terms. The Customer's deployment and use of the Software is subject to the verification and audit provisions at Clause 8.

5.6 Software warranty: The Supplier warrants that, during the Warranty Period, the Software (in a current, supported version) will perform materially in conformance with the Documentation. This warranty does not apply to any breach caused by: (a) the Customer's breach of the Contract; (b) failure to implement industry-standard firewalls and virus detection; (c) operator error, misuse or use on hardware or an operating system that does not meet the Documentation's minimum specifications or is unsupported by its manufacturer or licensor; (d) use with software or hardware outside the Supplier's compatibility matrix; (e) modification of the Software by the Customer or a third party without the Supplier's authorisation; or (f) use other than in accordance with the Documentation and/or the Contract.

5.7 Warranty remedy: The Supplier shall use commercially reasonable endeavours to rectify Software Warranty Claims notified in writing before the end of the Warranty Period and the Customer shall provide reasonable assistance. If the Supplier cannot do so in a commercially reasonable manner or fails to do so and the Software's functionality is materially adversely affected, either party may terminate the Subscription for the affected Software by written notice under Clause 18, whereupon the Supplier shall refund any Subscription Fees pre-paid by the Customer for the affected Software in respect of the period after termination. This is the Customer's sole and exclusive remedy for breach of the warranty in Clause 5.6.

5.8 Disclaimers and service warranty: Except as expressly stated in this Clause 5, the Supplier does not warrant that the Software will meet the Customer's requirements or be fit for purpose, that operation will be uninterrupted or error-free, that all defects will be corrected or that it will operate in the combinations the Customer selects; all implied warranties, conditions and terms are excluded to the fullest extent permitted by law. The Supplier warrants that it will provide any Services with reasonable skills and care, the Customer's sole remedy for breach being re-performance.

6. Software as a Service (SaaS)

6.1 Application: This Clause 6 applies where the Customer subscribes to SaaS.

6.2 Definitions: In this Clause 6, the following words have the following meanings:

"Cloud Provider" means the Supplier's third-party cloud provider used for the delivery of the SaaS;

"Cloud Provider Failure" means any of the following: (i) any outage or interruption involving the Cloud Provider; (ii) any unscheduled downtime of the Cloud Provider as a result of a cyber threat; (iii) any scheduled Cloud Provider system downtime; (iv) any downtime imposed by the Cloud Provider on the Supplier for maintenance or upgrade purposes; or (v) any failure of the Cloud Provider's systems with an equivalent impact to (i) to (iv) above;

"Customer System Failure" means any: (i) interruption of the Customer's data feed and connectivity into the SaaS for any reason; (ii) unscheduled downtime of the Customer as a result of a cyber threat; or (iii) failure of the Customer's systems with an equivalent impact to (i) or (ii) above;

"Uptime" has the meaning given in Clause 6.4.1.

6.3 Right to access and use: Subject to the Customer's compliance with this Contract and payment of the applicable Subscription Fees, the Supplier grants the Customer (and the Customer Group, as applicable) a non-exclusive, non-transferable right for its Authorised Users to access and use the SaaS and the Documentation during the Subscription Term, solely for the Customer's internal business purposes and within the Permitted Scope.

6.4 Availability.

6.4.1 The Supplier shall use commercially reasonable efforts to maintain availability of the SaaS twenty-four (24) hours per day, seven (7) days per week, in accordance with the Documentation. The Supplier does not warrant uninterrupted availability of the SaaS; however, it will use reasonable endeavours to achieve 99.9% Uptime for all of its SaaS when measured over a year. For the purposes of this Clause 6.4, the calculation of **"Uptime"** excludes all scheduled maintenance, any Customer System Failure and any Cloud Provider Failure.

6.4.2 Normal SaaS or platform upgrades are scheduled and designed to cause a minimum amount of interruption to SaaS availability. The Customer will be notified (via email or otherwise) of scheduled interruptions in advance. The Supplier shall use reasonable endeavours to provide the Customer with no less than one (1) week's notice of any scheduled maintenance periods that will result in the SaaS being temporarily unavailable.

6.4.3 If an unscheduled interruption occurs, the Supplier will use all reasonable endeavours to resolve the problem and return the SaaS to availability as soon as practicable. During unscheduled interruptions, the Customer may be unable to

transmit and receive data through the SaaS. The Customer agrees to cooperate with the Supplier during scheduled and unscheduled interruptions where assistance from the Customer is necessary in order to restore the SaaS to working order.

6.4.4 The Supplier may temporarily suspend or restrict the SaaS, or any part of it, for maintenance or system-administration purposes in accordance with Clause 18.5 (Suspension).

6.5 Warranty: The Supplier warrants that, during the Subscription Term, the SaaS will materially comply with the Documentation.

6.6 Warranty exclusions: The warranty in Clause 6.5 shall not apply to any non-compliance to the extent caused by: (a) use of the SaaS otherwise than in accordance with the Documentation, this Contract or the Permitted Scope; (b) any modification, configuration or integration of the SaaS not performed or authorised in writing by the Supplier; (c) Customer Data, Customer systems, or third-party products, services or networks not provided by the Supplier; or (d) any Force Majeure Event. The warranty given in Clause 6.5 is the only warranty given in respect of the SaaS and, to the maximum extent permitted by law, all other warranties, conditions and terms (whether express or implied) are excluded.

6.7 Sole and exclusive remedy: If the Customer notifies the Supplier in writing of a failure of the SaaS to materially comply with the Documentation, the Supplier shall use commercially reasonable efforts to remedy that failure within a reasonable period. Where the Supplier is unable to remedy the failure in a commercially reasonable manner, the Customer's sole and exclusive remedy for breach of the warranty in Clause 6.5 shall be to terminate the affected SaaS in accordance with Clause 18, whereupon the Supplier shall refund any Subscription Fees pre-paid by the Customer for the terminated SaaS in respect of the period after the effective date of termination. This Clause 6.7 is subject to Clause 17 (Liability).

6.8 Account security and Authorised Users: The SaaS is designed to provide Authorised Users with personal, password-controlled access. Without limiting any other restriction in this Contract, neither the Customer nor any Authorised User shall, directly or indirectly: (a) permit any third party to access the SaaS; (b) distribute or share any password or access credential with any other person; or (c) permit any person other than an Authorised User to access the SaaS. The Customer is responsible for maintaining the confidentiality of all access credentials and for all activity occurring under its Authorised Users' accounts and shall notify the Supplier promptly on becoming aware of any unauthorised access or use. The Supplier may use automated procedures and other means to detect breaches of security and may suspend or terminate access in the circumstances set out in Clause 18.5 (Suspension) and Clause 18 (Termination).

6.9 Usage monitoring and Permitted Scope: The Customer acknowledges that the Supplier will have access to the Customer's and/or Authorised Users' usage metrics for certain SaaS on a daily basis and may use those metrics to monitor compliance with the Permitted Scope. The consequences of any use of the Software outside the Permitted Scope are dealt with in Clause 8 (Software Audits and Records).

6.10 Usage Data.

6.10.1 The Customer acknowledges and agrees that the SaaS contains features that record and report, and/or permit the Supplier to report, the Customer's usage patterns and incidents. Such reports may include non-personally-identifying information such as the configuration of the Authorised User's computer and the code running at the time an incident occurred, the number and type of installable components, the number of actual hosts being managed by the SaaS, and the configuration and usage patterns for features (the "**Usage Data**").

6.10.2 In respect of ITRS Opsview Cloud only, and notwithstanding Clause 6.13, Customer graphing data (performance data) shall be retained by the Supplier for a period of thirteen (13) months and, unless different retention periods are confirmed by the Customer, the Customer's: (i) summary information data shall be retained for thirteen (13) months; and (ii) full-resolution data shall be retained for three (3) months, in each case in the ITRS Opsview Data Warehouse. Subject to the agreement of the parties and payment of the applicable fees, the Customer may extend the foregoing retention periods.

6.11 Use of Usage Data: The Supplier may at any time, and without prior notice, use Usage Data to develop and improve its products and services, to protect its intellectual property, and as necessary to ensure the Customer's compliance with the Acceptable Use Policy. The Supplier may retain and use Usage Data on an aggregated and anonymised basis (from which the Customer and any individual cannot reasonably be identified) during and after the Subscription Term. The Supplier shall use Customer Data only as necessary to provide the SaaS, to comply with applicable law, and to enforce the Acceptable Use Policy, and otherwise in accordance with the Data Processing Addendum.

6.12 Changes to the SaaS and Documentation: The Supplier may make changes to the features and/or functionality of the SaaS, and to the Documentation, from time to time, provided that no such change shall materially degrade the core functionality of the SaaS during the Subscription Term. Where it is reasonably practicable to do so, the Supplier shall endeavour to give the Customer prior notice of material changes or material updates via notifications on the Supplier's website.

6.13 Return and deletion of Customer Data: On termination or expiry of this Contract, on the Customer's written request made within thirty (30) days of such termination or

expiry, and subject to the Customer having paid all sums due under this Contract, the Customer Data will be made available to the Customer, either from the Supplier or through a third-party online storage provider, in the Supplier's then-standard format, for up to thirty (30) days after termination or expiry. Reasonable storage charges and data transfer rates may apply to the extent permitted by applicable law. Thereafter, the Supplier will promptly destroy all Customer Data stored by the Supplier in connection with the SaaS, save that the Supplier may retain copies to the extent required by applicable law or held in routine backups made in the ordinary course (which will be deleted in accordance with the Supplier's retention cycle). Deletion of personal data shall be governed by the Data Processing Addendum.

7. Artificial Intelligence Features

7.1 In this Clause:

"AI Features" means any features or functionality within the Products that use artificial intelligence, machine learning, large language models or similar technology, whether developed by the Supplier, provided by or through a Third-Party AI Provider, or operated using a Customer AI Model, including any AI Agent;

"AI Agent" means any AI Feature that is designed to plan, orchestrate or assist with tasks, and includes any AI Feature that is enabled to initiate or execute actions on behalf of, at the direction of, or as configured by, the Customer or an Authorised User;

"AI Trial" means the provision of any AI Feature on a free, trial, beta, evaluation, preview, pilot or early-access basis;

"Customer AI Model" means any large language model or other artificial intelligence or machine learning technology that is provided, selected, licensed, operated or made available by or on behalf of the Customer (including via the Customer's own account, subscription, API key or credentials with a third-party provider) and connected to, or used with, the Products at the Customer's election;

"Input" means any Customer Data, prompt, instruction, query, file or other data or content submitted to, or collected or accessed by, the AI Features;

"Output" means any data, text, code, content, analysis, recommendation, decision or action generated, produced or taken by the AI Features in response to, or on the basis of, any Input;

"Third-Party AI Provider" means any third party engaged by the Supplier to provide large language models, machine learning models or other artificial intelligence technology used in, or in connection with, the AI Features (excluding any Customer AI Model).

7.2 Scope and acceptance: This Clause applies to the Customer's and each Authorised User's access to and use of the AI Features, in addition to the remainder of

the Contract and the DPA and applies whether the AI Feature is provided using the Supplier's own artificial intelligence, that of a Third-Party AI Provider, a Customer AI Model, or any combination. By enabling, activating or using any AI Feature, the Customer acknowledges and agrees to this Clause and confirms that the person doing so is authorised to accept it for and on behalf of the Customer. In the event of any conflict between this Clause and any other part of the Contract or the Data Processing Addendum, this Clause shall prevail.

7.3 Ownership: As between the parties, the Supplier and its licensors own and retain all right, title and interest (including all intellectual property rights) in and to the AI Features and all underlying models, algorithms, model weights, parameters, prompts, training data, software and know-how, together with all improvements, modifications and derivatives thereof. No rights are granted to the Customer in respect of the AI Features other than the limited right to use them in accordance with the Contract during the applicable term. The Customer acknowledges that identical or similar Output may be generated for other customers.

7.4 Protection of the AI Features: The Customer shall not, and shall not permit any Authorised User or third party to, directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover or extract the source code, model weights, parameters, architecture or training data of any AI Feature; (b) use any Input, Output or AI Feature to train, fine-tune, develop, benchmark or improve any artificial intelligence or machine learning model, or any product or service that competes with the Products or the AI Features; (c) scrape, harvest or extract data or Output other than through the functionality made available by the Supplier; (d) circumvent or interfere with any usage limit, filter, guardrail or safety control; or (e) use the AI Features in breach of any Third-Party AI Provider policy, the Supplier's Acceptable Use Policy or any applicable law or third-party rights. For the purposes of this Clause, use of the AI Features constitutes use of the Services.

7.5 Input, Output and use of data: The Customer warrants that it has, and will maintain, all rights, licences, consents and permissions necessary to submit the Input to the AI Features and to permit the processing contemplated by this Clause. The Customer is solely responsible for the Input and for its use of the Output. The Customer grants the Supplier a non-exclusive, worldwide, royalty-free licence to host, copy, process, transmit and display the Input and Output as necessary to provide the AI Features, and to use the Input, Output and associated usage data to operate, secure, analyse, develop, test and improve the AI Features, the Products and the Supplier's services, and to protect its intellectual property and enforce its policies. The Supplier may retain and use such data on an aggregated and/or de-identified basis (from which the Customer and any individual cannot reasonably be identified) during and after the

term. This Clause 7.5 does not apply to the operation of a Customer AI Model, which is governed by Clause 7.7.

7.6 Third-Party AI Providers: The Customer acknowledges and agrees that the Supplier may use one or more Third-Party AI Providers to provide, or to verify, evaluate or improve the operation of, the AI Features (including using a large language model to check or validate the output of the Supplier's own AI). By using such AI Features, the Customer instructs the Supplier to process Input and to disclose Input to Third-Party AI Providers solely as necessary to provide the AI Features, subject to the confidentiality provisions of the Contract and the DPA. The Customer acknowledges that certain AI Features may be provided through Third-Party AI Providers with data centres located outside the United Kingdom and/or the EEA, and that use of the AI Features may be subject to the applicable policies of the relevant Third-Party AI Provider. The Supplier shall not permit any Third-Party AI Provider to use Customer Data to train or improve that provider's own foundation or general-purpose models.

7.7 Customer AI Models: Certain AI Features permit the Customer to connect and use a Customer AI Model. Where the Customer elects to do so: (a) the Customer is solely responsible for the Customer AI Model, including its selection, licensing, fees, configuration, performance, availability, security and Output, and for its own agreement with the relevant provider (including that provider's usage, data-processing and data-retention terms); (b) the Customer authorises and instructs the Supplier to transmit Input and Output to the Customer AI Model in accordance with the Customer's configuration, and the Supplier shall have no responsibility or liability for the Customer AI Model or for any act or omission of its provider, including how the Customer AI Model or its provider uses, retains, secures or trains on any data transmitted to it; (c) the Supplier's obligations in respect of Third-Party AI Providers (including the training restriction in Clause 7.6 and sub-processor status under the DPA) do not apply to any Customer AI Model, and the Customer is responsible as controller for that processing, its lawful basis, and any international transfer; (d) the Customer warrants that it has all rights, licences and consents necessary to use the Customer AI Model and to route Input and Output to it, and that such use complies with the provider's terms and applicable law; and (e) the Supplier may specify technical requirements for, and may suspend or disable, any Customer AI Model connection.

7.8 Personal Data: The Supplier and its Third-Party AI Providers shall process any Personal Data contained in the Input or Output as processor or sub-processor in accordance with the Data Processing Addendum. The Customer warrants that it has provided all notices and obtained all consents and lawful bases required for such processing. The Customer shall not submit as Input any special category personal data, or any Personal Data beyond that described in the DPA, unless expressly permitted in

writing by the Supplier. Processing of Personal Data through a Customer AI Model is governed by Clause 7.7 and not by this Clause 7.8.

7.9 AI Agents – Customer control and oversight: Where an AI Feature operates as an AI Agent: (a) to the extent it proposes, recommends or prepares actions or outputs for execution or adoption by the Customer or an Authorised User, the Customer is responsible for reviewing them and for deciding whether and how to act; and (b) to the extent it is enabled (whether now or in future) to initiate or execute actions autonomously or semi-autonomously, or to interact with the Customer's or third-party systems, the Customer is solely responsible for configuring the scope, permissions, guardrails, credentials and limits within which it operates, for maintaining meaningful human oversight and control, and for all actions taken, and all consequences arising, within the scope and configuration established or authorised by the Customer, as if those actions had been taken by the Customer itself. The Customer authorises the Supplier and the AI Agent to act within that scope and configuration. The Supplier shall not be liable for any action taken or not taken by an AI Agent, or for any failure of the Customer to configure, constrain or supervise it appropriately.

7.10 AI Limitations: The Customer acknowledges that the AI Features use emerging and probabilistic technology and that the Output may be inaccurate, incomplete, out of date, biased, offensive, non-unique or otherwise unsuitable, and may not meet the Customer's requirements or legal, regulatory or compliance obligations. The Supplier does not guarantee the generation of any Output, or that Output will be accurate, complete, error-free or uninterrupted. The Customer is solely responsible for its use of the Output, and agrees to implement appropriate human oversight, including independent fact-checking and independent review of any workflows, analyses, decisions, actions or code produced by the AI Features. The Customer shall not rely on any Output without independent verification, and shall not use the AI Features to make, or as a substitute for, decisions that produce legal or similarly significant effects for any individual, or that require professional, legal, financial or regulatory judgement, in each case without qualified human review. The Customer is responsible for developing its own policies on the appropriate use of the AI Features, for training its Authorised Users, and for providing all transparency information and disclosures (including as required by applicable law) to affected individuals.

7.11 Feedback: The Customer grants the Supplier a perpetual, irrevocable, worldwide, royalty-free, sub-licensable and transferable licence to use, without restriction or obligation of any kind, any feedback, suggestions or evaluation data provided by or on behalf of the Customer or its Authorised Users in relation to the AI Features, for any purpose, including to develop and improve the Supplier's products and services. This licence is without prejudice to Clause 15.2 (Feedback).

7.12 Liability: The AI Features and all Output are provided "as is" and "as available". To the fullest extent permitted by law, and notwithstanding any other provision of the Contract: (a) all warranties, conditions, representations, terms and undertakings in respect of the AI Features and Output, whether express or implied and whether arising by statute, common law, custom, course of dealing or otherwise (including as to satisfactory quality, performance, fitness or suitability for purpose, non-infringement, and the accuracy, reliability or completeness of the Output), are excluded; and (b) the Supplier shall have no liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss or damage of any kind arising out of or in connection with the AI Features, any Input or Output, any reliance on any Output, any AI Agent, or any Customer AI Model, whether or not provided on an AI Trial basis. If and to the extent any such liability cannot lawfully be excluded, it shall not exceed the fees (if any) paid by the Customer for the affected AI Feature in the preceding twelve (12) months and shall count towards the limitations of liability in the Contract. Nothing in this Clause excludes or limits any liability that cannot be excluded or limited by law.

7.13 Indemnity: The Customer shall indemnify and hold harmless the Supplier against all losses, damages, liabilities, costs and expenses arising out of or in connection with: (a) the Input; (b) the Customer's or any Authorised User's use of, or reliance on, the Output; (c) any action taken by an AI Agent within the scope or configuration established or authorised by the Customer; (d) any Customer AI Model; and (e) any breach by the Customer of this Clause, any Third-Party AI Provider policy, or the Supplier's Acceptable Use Policy.

7.14 AI Trials: Where, and for so long as, an AI Feature is made available on an AI Trial basis, the following additional terms apply to that AI Feature and prevail over the remainder of this Clause in respect of it: (a) it is provided "as is" and "with all faults", for evaluation and feedback purposes only, and is not intended or authorised for production, business-critical, high-risk or safety-critical use; (b) it is not part of the Services or SaaS for the purposes of any warranty, availability, service level, service credit, support or maintenance provision of the Contract, and no such provision applies to it; and (c) the Supplier may modify, limit, suspend, withdraw or discontinue it (in whole or in part), or cease to provide it on a free basis, at any time in its sole discretion, with or without notice, and may never make it generally available. Use of an AI Trial AI Feature is at the Customer's sole risk.

8. Software Audits and Records

8.1 Records and audit: The Customer shall keep complete and accurate Usage Records throughout the Subscription Term and for twelve (12) months thereafter and warrants that all Usage Records and Audit Tool outputs it provides are complete and accurate. Where the Customer takes on-premise Software, it shall deploy and keep

operational the Audit Tool in accordance with the Supplier's written instructions, and shall not disable, circumvent, tamper or interfere with it, nor manipulate, suppress or withhold any Usage Records or output. The Supplier may access and review the Usage Records and Audit Tool output on reasonable request and, if requested in writing, the Customer shall provide complete and accurate Audit Tool outputs (or, where the Supplier reasonably requires verification of an error, the underlying audit data) within ten (10) working days. For SaaS, compliance with the Permitted Scope is monitored using the usage metrics referred to in Clause 6.9.

8.2 Frequency: The Supplier shall not request Audit Tool output more than once in any three (3)-month period, unless it reasonably believes (or a previous output or Usage Record suggests) use exceeding the Permitted Scope, the request relates to verification under Clause 8.1, or the request follows expiry or termination.

8.3 Consequences of excess use: If any Audit Tool output, Usage Record or usage metric reveals use of the Software outside the Permitted Scope then, without prejudice to any other right or remedy of the Supplier (including in respect of breach and/or infringement of its intellectual property rights): (a) the Supplier may invoice the Customer for the excess use, back-dated to the date it began, at the Supplier's then-current standard list rates, payable in accordance with the payment terms of the Contract; (b) unless the Customer demonstrates to the Supplier's reasonable satisfaction, within ten (10) working days, that its use has been or will promptly be brought within the Permitted Scope, the Supplier may increase the Subscription Fees for the remainder of the Subscription Term, with effect from the date of its written notice, to reflect that use at its then-current standard list rates; and (c) where the excess use exceeds five per cent (5%), the Customer shall reimburse the Supplier's reasonable costs of the relevant audit or verification.

8.4 Failure to cooperate: If the Customer fails to deploy or maintain the Audit Tool, or to provide any Usage Records, Audit Tool outputs or underlying audit data as required by this Clause, the Supplier may (without prejudice to any other right or remedy) treat such failure as a material breach and/or reasonably estimate the Customer's use and invoice on that basis at its then-current standard list rates, which shall apply unless and until the Customer provides complete and accurate outputs demonstrating a lower level of use.

8.5 Confidentiality and survival: The Supplier may share Usage Records and Audit Tool outputs with a Partner through whom the Customer is supplied the Software, subject to confidentiality. The parties shall treat audit data in accordance with the confidentiality provisions of the Contract, and any Personal Data within it in accordance with the Data Processing Addendum. This Clause survives expiry or termination of the Contract for twelve (12) months.

9. Usage Restrictions

9.1 Scope of use: Unless the Order Form states otherwise, a Subscription permits the Customer and its Authorised Users to use the Software and Documentation for the Customer's internal business purposes only, and the Customer shall ensure that all use of, and access to, the Software and Documentation is within the Permitted Scope. Any use outside the Permitted Scope is a material breach of the Contract, and the consequences set out in Clause 8 (Software Audits and Records) apply. The Customer shall ensure that all Authorised Users comply with these Terms and is liable for all acts and omissions of its Authorised Users as if they were its own.

9.2 Restrictions: Subject to Clause 3 (Evaluation Licence and Free Version) and Clause 10 (Managed Service Providers), the Customer shall not, and shall not permit any Authorised User or third party to: (a) copy, adapt, merge, translate or modify the Software or Documentation, create any derivative work from them, or incorporate them into any other program; (b) transfer, sell, resell, rent, lease, loan, assign, sub-license, distribute, display, disclose, make available to, or otherwise commercially exploit or grant any interest in the Software or Documentation to, any third party (except Authorised Users, or as permitted under Clause 10); (c) reverse engineer, decompile or disassemble the Software, except to the extent that applicable law permits this notwithstanding this restriction, and then only in accordance with that law; (d) access or use the Software or Documentation in order to build or support a product or service that competes with the Products (without limiting Clause 2); (e) remove, obscure, move or alter any copyright, trade mark or other proprietary notice of the Supplier or any Partner in or on the Software or Documentation; (f) attempt to obtain, or assist any third party to obtain, access to the Software or Documentation other than as permitted by the Contract; or (g) use the Software or Documentation in violation of any applicable law or regulation.

9.3 Security: The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and Documentation, and shall promptly notify the Supplier on becoming aware of any such access or use.

9.4 Acceptable Use Policy: The Customer and its Authorised Users shall comply with the Acceptable Use Policy, as updated by the Supplier from time to time. Any breach of the Acceptable Use Policy is dealt with under Clause 18.5 (Suspension) and Clause 18 (Termination).

10. Managed Service Providers

10.1 Permission and scope: Where the Order Form so provides and the Customer is a managed services provider (a "**MS Provider**"), the MS Provider may, subject to payment of the relevant Subscription Fees and to this Clause 10, use the specified Software and Documentation to provide managed services to the recipients of those services (the

"MSP Users"), within the Permitted Scope and for no other purpose. All other provisions of the Contract (including the restrictions in Clause 9) apply to the MS Provider's use. The MS Provider shall be the sole point of contact for MSP Users and shall not permit any MSP User to access the Supplier's Support directly; the Supplier's Support and other obligations run to the MS Provider only. If the MS Provider uses the Software or Documentation outside the Permitted Scope, the consequences in Clause 8 apply (including back-dated and increased Subscription Fees).

10.2 MSP User contracts: The MS Provider shall enter into a written contract with each MSP User that: (a) is with the MS Provider alone, and expressly states that the Supplier has no obligation or liability to the MSP User in respect of the managed services, the Software or the Documentation; (b) imposes on the MSP User obligations and restrictions in respect of the Software and Documentation at least as protective of the Supplier as those in this Contract (including the restrictions in Clause 9, the Acceptable Use Policy and the protection of the Supplier's intellectual property rights); and (c) is enforceable by the Supplier against the MSP User in respect of those obligations, or otherwise protects the Supplier's rights in the Software and Documentation.

10.3 Responsibility and indemnity: The MS Provider shall ensure that each MSP User complies with the Acceptable Use Policy and the applicable terms of the Contract and is responsible and liable for all acts and omissions of MSP Users in connection with the Software and Documentation as if they were its own. The MS Provider is not the Supplier's agent or partner and shall not make any representation, warranty or commitment on the Supplier's behalf. The MS Provider shall indemnify and hold harmless the Supplier and its Affiliates in full against all Losses arising out of or in connection with the managed services, any MSP User's access to or use of the Software or Documentation, any claim brought by an MSP User against the Supplier, or any breach of this Clause 10. This indemnity survives expiry or termination of the Contract.

10.4 Termination and breach: On expiry or termination of the Contract or the relevant Subscription, the MS Provider shall immediately cease using the Software and Documentation to provide managed services and shall ensure that all MSP Users cease use of the Software and Documentation.

11. Support

11.1 The Supplier shall provide Support during the Subscription Term in accordance with the selected Support Plan and in respect of the Supported Versions only.

11.2 It may become necessary as a part of the Supplier's product life cycle to cease to maintain certain Software components and Supplier reserves the right to discontinue Support and maintenance for those components. In such circumstances, the Supplier shall provide at least six (6) months' notice of discontinuance.

12. Professional Services and Training Services

12.1 Provision: The Supplier (or its subcontractors) shall provide the Professional Services and/or Training Services set out in the Order Form and applicable SOW, subject to payment in full of the applicable Fees and the Customer meeting any prerequisites in the SOW. The Supplier may use third-party contractors to deliver them and may refuse to perform until payment has been received in full.

12.2 Delivery: The Services shall be delivered by the Supplier's consultants in full working days during Business Hours in the region specified in the SOW (or as otherwise agreed in writing), subject to holidays and sickness. All dates are estimates only. Unless the Order Form states otherwise, the Services are charged on a time-and-materials basis against a pre-agreed estimate and are recorded and charged in whole days only (rounded up to the nearest whole day). "**Business Hours**" means eight (8) hours (including a lunch break) during local business hours at the delivery location, excluding weekends and public holidays there.

12.3 Expenses: Where the Customer requests any Professional Services or Training Services to be delivered on site (whether at the Customer's premises or another location specified by the Customer), the Customer shall, in addition to the Fees, reimburse the reasonable travel, accommodation and subsistence expenses incurred by the personnel delivering those Services, on production of an invoice.

12.4 Use within twelve months: The Professional Services and/or Training Services must be used within twelve (12) months after the relevant Effective Date, failing which they are forfeited without refund.

12.5 Rescheduling: The Supplier requires at least ten (10) working days' notice to reschedule Professional Services, and seventy-two (72) hours' notice to reschedule Training Services (the "**Requisite Notice**"). The Customer is not entitled to any refund where Services are rescheduled: (a) at the Customer's request on less than the Requisite Notice; (b) due to the Customer's breach or delay; or (c) on more than three (3) occasions.

12.6 Customer cooperation and materials: The Customer shall provide timely and reasonable co-operation, assistance and information and, where requested, make available at no charge the Customer Materials, personnel and facilities (such as computers and system access) needed for the Services. The Customer grants the Supplier a non-exclusive, worldwide, royalty-free licence (with the right to sub-license to its subcontractors) to use, copy and modify the Customer Materials for that purpose. The Customer is responsible for the accuracy and completeness of the Customer Materials, and the Supplier shall not be liable for any use of, or reliance on, them. The Customer shall indemnify the Supplier against all Losses arising from any third-party

claim that the Supplier's or its subcontractors' use of the Customer Materials in accordance with this Contract infringes that third party's Intellectual Property Rights.

12.7 Deliverables: All Intellectual Property Rights in the Deliverables and in any Supplier or Partner background material remain with the Supplier or the relevant Partner. Subject to payment in full, the Supplier grants the Customer (and its authorised Affiliates) a worldwide, perpetual, non-exclusive, non-transferable, royalty-free licence to use, for their internal business purposes, the Deliverables and any such background material incorporated in them.

12.8 Acceptance Testing: Where the Customer elects to test Deliverables for conformance with the Documentation ("**Acceptance Testing**"): (a) testing must be completed within fourteen (14) days of the Supplier submitting the Deliverables; (b) if the Deliverables do not conform, the Customer shall promptly notify the Supplier in writing, and the Supplier may carry out remedial work and re-submit them for further testing; (c) the Customer is deemed to have accepted the Deliverables if it does not give written notice within that fourteen (14)-day period; and (d) if the Deliverables fail to conform on more than two (2) occasions, either party may terminate the affected Professional Services in whole or in part on written notice. For the avoidance of doubt, the Software is not subject to Acceptance Testing, and the Deliverables are not covered by the Software Maintenance Policy.

13. Relief

The Supplier shall not be liable for, and shall be relieved from, any failure or delay in performing its obligations under the Contract to the extent caused by any failure or delay by the Customer in fulfilling its obligations or dependencies under the Contract, any Customer prerequisite stated in an SOW, or any act or omission of the Customer, its Affiliates or Authorised Users (a "**Relief Event**"). Where a Relief Event occurs: (a) any affected timescale or date shall be extended by a period equal to the delay caused; (b) the Supplier shall not be in breach of the Contract nor liable for any resulting delay, failure, loss or cost; and (c) the Customer shall reimburse the Supplier's reasonable additional costs incurred as a result.

14. Invoices and Payment

14.1 Invoicing: Subscription Fees are invoiced as specified in the Order Form. PS Fees are invoiced in full in advance, unless the Order Form states otherwise. The Supplier may invoice, monthly in arrears, expenses payable under Clause 12.3 and any other travel and subsistence expenses incurred with the Customer's prior written approval. All Fees and expenses are non-refundable unless the Order Form expressly states otherwise.

14.2 Payment: The Customer shall pay each invoice in full, in the currency specified in the Order Form, within thirty (30) days of the date of invoice, without deduction, withholding or set-off.

14.3 No conditionality on Customer processes: The Customer's obligation to pay each invoice by its due date is not conditional on, and shall not be delayed, reduced or withheld by reason of, the Supplier completing any vendor registration, onboarding, supplier-portal or purchase order process of the Customer, or the absence of any purchase order number on an invoice. The Customer shall complete any such process, and issue any purchase order it requires, before or promptly after the Effective Date, and any failure or delay by the Customer in doing so shall not affect the due date for payment. Consistent with Clause 1.3, no terms or conditions contained in any Customer purchase order, vendor-portal, registration or onboarding document apply to or vary the Contract, whether submitted before or after the Effective Date.

14.4 Late payment: Without prejudice to any other right or remedy, if any Fees remain unpaid after their due date the Supplier may: (a) charge interest on the overdue amount at 4% per annum above the Bank of England base rate from time to time, accruing daily from the due date until payment, before and after judgment; and (b) recover its reasonable costs of recovering the overdue amount. The Supplier may also suspend access for non-payment in accordance with Clause 18.5 (Suspension).

14.5 Taxes and withholding: All Fees and expenses are exclusive of Taxes, which the Customer shall pay. If the Customer is required by law to withhold or deduct any amount from a payment, it shall increase the sum payable so that the Supplier receives the amount it would have received had no withholding or deduction been made.

14.6 Fee increases: The Supplier may increase Subscription Fees on an annual basis, subject to any cap agreed in the Order Form.

15. Intellectual Property Rights

15.1 Ownership and reservation: All Intellectual Property Rights in the Supplier Items, and in any modification, enhancement, derivative or update of them, are and remain vested in the Supplier and its third-party licensors and Partners. The Customer, its Affiliates and Authorised Users acquire no right, title or interest in the Supplier Items except the limited rights of use expressly granted in the Contract; all rights not expressly granted are reserved to the Supplier, and no licence is granted by implication, estoppel or otherwise. As between the parties, the Customer retains all Intellectual Property Rights in the Customer Data and Customer Materials.

15.2 Feedback: If the Customer or any Authorised User provides any feedback, suggestions or ideas relating to the Products, the Customer assigns to the Supplier (or, to the extent any such right cannot be assigned, grants the Supplier an exclusive,

perpetual, irrevocable, royalty-free licence over) all Intellectual Property Rights in that feedback, and the Supplier may use it for any purpose without restriction, attribution or payment.

15.3 Further assurance: To the extent that any Intellectual Property Right in the Supplier Items, any Deliverable, or any modification or derivative of them vests in the Customer, an Affiliate or an Authorised User by operation of law or otherwise, the Customer (for itself and on behalf of its Affiliates and Authorised Users) assigns it to the Supplier with full title guarantee, including by way of present assignment of future rights, and shall do all things and execute all documents the Supplier reasonably requires to give effect to this Clause 15.

15.4 Protection: The Customer shall not do, or omit to do, anything that challenges or damages the validity of the Supplier's Intellectual Property Rights and shall promptly notify the Supplier of any actual or suspected infringement or unauthorised use of the Supplier Items of which it becomes aware, providing reasonable assistance (at the Supplier's cost) in dealing with it.

16. Indemnity

16.1 IP indemnity: The Supplier shall defend the Customer and the Customer Group (each an "**Indemnified Party**") against any third-party claim that use of the Supplier Items in accordance with the Contract infringes that third party's copyright, database right or trade mark rights (an "**Infringement Claim**"), and shall indemnify the Indemnified Parties against the damages and costs finally awarded against them by a court, or agreed in settlement by the Supplier, in respect of an Infringement Claim. This Clause 16 is subject to Clause 17.

16.2 Conditions: Clause 16.1 is conditional on the Indemnified Party: (a) notifying the Supplier promptly in writing on becoming aware of the Infringement Claim; (b) giving the Supplier sole conduct of the defence, settlement and compromise of the Infringement Claim; (c) not making any admission or statement prejudicial to the defence or settlement; and (d) giving the Supplier all reasonable co-operation, assistance and authority, at the Supplier's expense. The Supplier shall not settle any Infringement Claim in a manner that imposes any non-indemnified liability, or any admission of fault, on an Indemnified Party without its prior written consent (not to be unreasonably withheld or delayed).

16.3 Exclusions: The Supplier has no obligation under Clause 16.1 to the extent an Infringement Claim arises from: (a) modification of the Supplier Items by any person other than the Supplier or its sub-contractors; (b) use of the Supplier Items other than in accordance with the Contract; (c) combination or use of the Software with material, software, data or services not provided or approved in writing by the Supplier; (d) an Indemnified Party's failure to install or use an update or replacement the Supplier made

available that would have avoided the Infringement Claim; (e) the Customer Data, Customer Materials or any Customer AI Model; (f) Deliverables prepared to the Customer's designs or specifications; or (g) open-source software (which is governed by its own licence terms).

16.4 Mitigation: If an Infringement Claim is made, or the Supplier reasonably considers one likely, the Supplier may at its option and cost (but is not obliged to): (a) procure the right for the Indemnified Party to continue using the affected Supplier Item; (b) modify or replace it so as to avoid the infringement while materially preserving its functionality; or (c) terminate the Subscription for the affected Supplier Item on written notice and refund the Customer any Subscription Fees pre-paid for the period after termination.

16.5 Sole remedy: This Clause 16 states the Supplier's entire obligation and liability, and each Indemnified Party's sole and exclusive remedy, in respect of Infringement Claims and any actual or alleged infringement of third-party Intellectual Property Rights.

17. Liability

17.1 Liabilities not excluded: Nothing in the Contract excludes or limits either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be excluded or limited.

17.2 Customer's payment and indemnity obligations: Nothing in the Contract limits or excludes the Customer's liability to (a) pay the Fees (including fees for use of the Software outside the Permitted Scope and related Support), expenses under Clause 14 and interest on late payment; or (b) satisfy its indemnity obligations under the Contract.

17.3 Excluded losses: Subject to Clauses 17.1 and 17.2, neither party shall be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, and whether or not foreseeable, for any: loss of revenue, profits, sales, business or anticipated savings; loss or interruption of service; loss of business opportunity, contracts or goodwill; loss of or damage to reputation; wasted expenditure; loss of use or downtime; loss of or corruption to data or other information; or any indirect or consequential loss, in each case arising out of or in connection with the Contract, however fundamental the breach or non-performance.

17.4 Cap on liability: Subject to Clauses 17.1, 17.2 and 17.3, the Supplier's total aggregate liability arising out of or in connection with the Contract (whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise) shall not exceed the lesser of: (a) the Fees paid or payable under the applicable Order Form in the twelve (12) months preceding the first event giving rise to the liability; and (b) £100,000 GBP (or its equivalent in the currency of the Order Form). Where a series of connected events gives rise to liability, they shall be treated as one event, and the existence of more than one claim shall not increase the cap.

17.5 No other warranties: The Supplier gives no warranties other than those expressly set out in these Terms. All other warranties, terms, conditions, undertakings, representations and obligations, whether implied by statute, common law, trade usage, course of dealing or otherwise, are excluded to the fullest extent permitted by law.

18. Termination and Suspension

18.1 Termination for cause: Either party may terminate the Contract (or the affected Order Form) immediately by written notice if the other party: (a) commits a material breach that is not capable of remedy; (b) commits a material breach that is capable of remedy and fails to remedy it within thirty (30) days after written notice requiring it to do so; (c) suffers an Insolvency Event, to the extent termination on that ground is permitted by applicable law; or (d) becomes subject to economic sanctions or trade restrictions imposed by the United Kingdom, European Union, United States or either party's jurisdiction.

18.2 Supplier termination: Without limiting Clause 18.1, the Supplier may terminate the Contract (or the affected Order Form or Subscription) by written notice if the Customer: (a) breaches Clause 2 (No direct competitors) or Clause 9 (Restrictions); or (b) fails to pay any Fees within sixty (60) days after the due date.

18.3 Consequences of Customer default: On termination by the Supplier under Clause 18.1 or 18.2 (or where the Customer repudiates the Contract), the following become immediately due and the Customer shall pay them within seven (7) days: (a) all Fees and other amounts then outstanding; (b) all Fees that would have become payable for the remainder of the then-current Subscription Term but for the termination; and (c) the Supplier's costs and expenses (including reasonable legal fees) of recovering amounts due. This Clause is in addition to the Supplier's other rights and remedies.

18.4 Return and deletion: On expiry or termination of a Subscription Term or the Evaluation Period, the relevant licence ends and the Customer shall immediately cease using the affected Software and Documentation and, for on-premise Software, uninstall and permanently delete all copies (including from back-ups, in accordance with industry-standard protocols) and, on request, certify such deletion in writing signed by an authorised representative. Return and deletion of Customer Data is governed by the Data Processing Addendum.

18.5 Suspension: Without prejudice to its rights of termination and any other right or remedy, the Supplier may suspend, disable or restrict the Customer's and any Authorised User's access to the Products, Support and/or the issuance of licence keys, in whole or in part: (a) for maintenance, upgrade or system-administration purposes; (b) immediately, where necessary to protect the integrity or security of the Products or any other customer's use of them, or where the Customer or an Authorised User breaches the Acceptable Use Policy in a manner that so threatens; (c) on notice, where the

Customer or an Authorised User commits a material breach of the Acceptable Use Policy and fails to remedy it within forty-eight (48) hours of the Supplier's notice, or commits any other material breach of the Contract; (d) on seven (7) days' written notice, where any Fees remain unpaid thirty (30) days after their due date; and (e) where the Supplier detects a breach of security or unauthorised access under the Customer's or an Authorised User's account. The Supplier will restore access promptly once the cause of the suspension is resolved (where capable of remedy), shall not be liable for any loss arising from a suspension made in accordance with this Clause, and no suspension relieves the Customer of its obligation to pay Fees.

19. Confidentiality

19.1 In this Clause, "**Recipient**" means a party that receives or acquires the other party's Confidential Information in connection with the Contract, and "**Discloser**" means a party that discloses its Confidential Information in connection with the Contract.

19.2 **Confidentiality obligations:** The Recipient shall: (a) keep the Discloser's Confidential Information confidential and protect it from unauthorised use, access or disclosure, using no less than reasonable care and at least the same degree of care it applies to its own confidential information of a similar nature; (b) use it only to exercise its rights and perform its obligations under the Contract (the "**Permitted Purpose**"); and (c) not disclose it except as permitted by this Clause.

19.3 **Permitted disclosures:** The Recipient may disclose the Discloser's Confidential Information only to: (a) its employees, officers and contractors who need to know it for the Permitted Purpose and who are bound by confidentiality obligations no less protective than those in this Clause; and (b) its professional advisers, auditors and bankers under a duty of confidentiality. The Recipient is responsible and liable for any act or omission of any person to whom it discloses Confidential Information as if it were the Recipient's own.

19.4 **Exceptions:** The obligations in this Clause do not apply to information that: (a) is or becomes publicly available other than through a breach of the Contract; (b) was known to the Recipient, without obligation of confidence, before disclosure by the Discloser; (c) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information; (d) is lawfully obtained by the Recipient, without restriction, from a third party entitled to disclose it; or (e) is software code licensed under an open-source licence.

19.5 **Compelled disclosure:** The Recipient may disclose Confidential Information to the extent required by law, regulation or a court or regulatory authority of competent jurisdiction, provided that (where lawful and reasonably practicable) it gives the

Discloser prior notice and reasonable assistance to enable the Discloser to seek protective treatment, and discloses only the minimum required.

19.6 Return or destruction: On expiry or termination of the Contract, or on the Discloser's written request, the Recipient shall, at the Discloser's option, return or securely destroy the Discloser's Confidential Information in its possession or control and, on request, certify that it has done so — except that the Recipient may retain copies to the extent required by applicable law or held in routine back-ups made in the ordinary course, which shall remain subject to this Clause.

19.7 Duration and remedies: The obligations in this Clause continue during the term of the Contract and for five (5) years after its expiry or termination, and for as long thereafter as the information remains a trade secret. The Recipient acknowledges that damages may not be an adequate remedy for breach of this Clause and that the Discloser may seek injunctive or other equitable relief. Nothing in this Clause transfers any rights in Confidential Information, which remains the property of the Discloser, and any processing of personal data is governed by the Data Processing Addendum.

20. Digital Operational Resilience Act (DORA)

20.1 Application: This Clause applies only where the Customer is a financial entity subject to Regulation (EU) 2022/2554 ("**DORA**") and the Supplier provides ICT services to it under the Contract; terms defined in DORA have those meanings.

20.2 Status: The Supplier is an ICT third-party service provider and has not been designated a critical ICT third-party service provider under Article 31 of DORA. The Customer is responsible for its own compliance with DORA. The Supplier's DORA-related obligations are limited to those set out in this Clause and are subject to the remainder of the Contract, including the limitations of liability in Clause 17.

20.3 ICT Services: The parties agree that the Contract, the applicable Order Form, Documentation, Software Maintenance Policy and Data Processing Addendum together address the matters required by Article 30(2) of DORA in respect of the ICT services (including the description and locations of the services, security and protection of data, service levels, access to and return of data, and termination and notice periods). In addition, the Supplier shall, in respect of the ICT services: (a) assist the Customer with any ICT-related incident affecting the ICT services in accordance with the applicable Support Plan and Software Maintenance Policy, at no additional cost or at a cost agreed in advance; and (b) cooperate with the Customer's competent and resolution authorities to the extent required by DORA.

20.4 Critical or important functions: Where the ICT services support a critical or important function of the Customer, the Supplier shall additionally, to the extent required by DORA and in respect of the ICT services: (a) notify the Customer without

undue delay of any development of which it becomes aware that is reasonably likely to have a material impact on its provision of the ICT services in accordance with the agreed service levels; (b) maintain and test business continuity and ICT security measures appropriate to the ICT services; (c) permit the Customer, its appointed third party and its competent authority to exercise the access, inspection and audit rights required by DORA, subject to reasonable notice, confidentiality and the Supplier's reasonable security and operational requirements; and (d) provide reasonable cooperation in the Customer's threat-led penetration testing of the ICT services, and a reasonable transition period and exit assistance on termination, in each case on terms agreed in advance and subject to the Customer's payment of the Supplier's reasonable costs.

21. Miscellaneous

21.1 Publicity: The Supplier and Supplier Group members may: (a) use and display the Customer's trade marks and logos on their websites and in advertising, and marketing materials to identify the Customer as a customer; and (b) create a case study based on the Customer's use-case for the Products for use in marketing. The Supplier shall allow the Customer one (1) month from receipt of the draft case study to review the draft and request reasonable edits and the Supplier will make reasonable edits requested by the Customer in that period.

21.2 Anti-Bribery, Modern Slavery and Trade Sanctions: Each party warrants that it and its personnel shall comply with: (a) any applicable law in force from time to time regarding bribery, fraudulent acts and/or any other corrupt practice including: (i) the Bribery Act 2010; (ii) the Anti-Terrorism, Crime and Security Act 2001; and (iii) the US Foreign Corrupt Practices Act of 1977; (b) the Modern Slavery Act 2015 and all equivalent anti-slavery and human trafficking laws and regulations globally; and (c) all laws and regulations related to import and export control, economic sanctions or other trade restrictions.

21.3 Force Majeure: Neither party is liable for any failure to perform its obligations or delay in performance (except for obligations to make payments) caused by Force Majeure.

21.4 Assignment: The Supplier may assign its rights under the Contract: (a) to a member of the Supplier Group as long as the scope of Services is not affected; or (b) pursuant to a merger or a sale of all or substantially all of the Supplier's assets or shares. The Supplier may also assign the right to invoice and/or receive payment under the Contract. In all other cases, a party may assign its rights under the Contract only with the other party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

21.5 Severance: If any provision of the Contract is held invalid or unenforceable for any reason by a court of competent jurisdiction but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Contract.

21.6 Notices: Notices must be in English, in writing, and must be given in person, by pre-paid mail, tracked courier, or by email, in each case to the relevant party's registered office, or in the case of ITRS, it may instead be emailed to legal@itrsgroup.com. A notice shall be deemed effective: (a) when left at the physical address mentioned on the Order Form, if delivered personally; or (b) on the third working day following mailing, if sent by pre-paid mail; or (c) when delivered, if delivered by tracked courier during normal business hours of the recipient (or on the next working day after delivery, if delivered by tracked courier outside of business hours); or (d) when a delivery receipt notice is received, if sent by email.

21.7 Waiver: The delay or failure of a party to exercise any rights under the Contract will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorised representative of the waiving party.

21.8 Third Party Rights: A person who is not a party to the Contract has no right to enforce or to enjoy the benefit of any term of the Contract.

21.9 Entire Agreement: The Contract constitutes the entire agreement and understanding between the parties relating to its subject matter, and supersedes any other agreement or understanding (written or oral) between the parties relating to the same. Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made by the other party or any other person except as expressly set out in this Contract, in respect of which its sole remedy shall be for breach of contract. Nothing in this Clause 21.9 excludes or limits any liability of any person for fraud, including fraudulent misrepresentation.

21.10 Variations: No variation of this Contract shall be effective unless by Order Form or variation signed by the parties or their respective authorised representatives.

21.11 Counterparts: In the event an Order Form is executed with signatures, the Order Form may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by email and such signatures will be effective to bind the parties to all terms contained in the Contract.

21.12 Data Privacy: The parties agree to comply with the provisions of the Data Processing Addendum, which is incorporated by reference into this Agreement. An order submitted by the Customer via the Supplier's website, or Order Form accepted or signed by the Customer shall be deemed to be the Customer's acceptance and execution of the Data Processing Addendum.

21.13 Governing Law and Jurisdiction: The Contract and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales for all purposes relating to and in connection with the Contract and any such dispute or claim. This Clause 21.13 does not apply to the EU Standard Contractual Clauses, which are governed by the laws of the country, and subject to the jurisdiction of the courts, specified in the Data Processing Addendum.

22. Definitions and Interpretation

In this Contract, the following words and expressions shall have the following meanings:

Acceptable Use Policy means the acceptable use policy, available here: www.itrsgroup.com/legal.

Affiliate means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.

Audit Tool means a software tool that the Supplier makes available to the Customer to measure actual use of on-premise Software, including the Call Home feature.

Authorised Users means: (a) the Customer's directors, officers, employees, individual contractors; (b) Affiliate(s) of the Customer authorised to use the Software as specified in the Order Form; and (c) any third party service providers permitted to use Software and Documentation as agreed between the parties.

Competitor means any person that develops, provides, markets or resells products or services that compete with the Products or the Supplier's business, and any Affiliate of such a person, as determined by the Supplier acting reasonably.

Confidential Information means (a) know-how, trade secrets, secret processes and inventions disclosed to the relevant party by or on behalf of the other party in connection with the Contract, and (b) all other information (written, oral or in any other form) disclosed to the relevant party before or after the Effective Date, by or on behalf of the other party in connection with the Contract that is marked confidential, or that the person disclosing indicates is confidential, or that derives value to a party from being confidential, or that would be regarded as confidential by a reasonable business person. Licence keys, information regarding the Supplier's pricing, product roadmaps,

strategic marketing plans, and non-public materials relating to the Products are the Supplier's Confidential Information.

Contract has the meaning given in Clause 1.

Control means the beneficial ownership of more than 50% of the issued share capital of the relevant entity, or the legal power to direct or cause the direction of the general management of the relevant entity. Controls and Controlled shall be interpreted accordingly.

Customer means the customer, as specified in the Order Form.

Customer Data means any data or information submitted, uploaded or otherwise transmitted to the SaaS by or on behalf of the Customer or any Authorised User, and any output data generated by the SaaS from such data, including but not limited to host information, network information, user IDs and usage details, but excluding Usage Data.

Customer Group means the Customer and its Affiliates.

Customer Materials means technical data, computer facilities, programs, files, documentation, test data, sample output, information and resources owned or controlled by Customer and/or Customer Group.

Data Processing Addendum means the Supplier's data processing addendum (the "DPA"), available here: www.itrsgroup.com/legal.

Deliverables means works that the Supplier is required to develop for the Customer as part of Professional Services and/or Training Services.

Documentation means the technical specification for the relevant Product(s) that the Supplier makes available to the Customer from time to time.

Effective Date means the effective date specified in the Order Form or, if unspecified, the date the Order Form is generated.

Evaluation Period means the period specified in Clause 3.2. Fees means the Subscription Fees and PS Fees detailed in the Order Form.

Force Majeure means any event beyond the reasonable control of the affected party, including strikes, lock outs, labour disputes (except those involving the workforce of the affected party), act of God, war, riot, civil commotion, malicious damage, overriding emergency procedures, fire, flood or storm, interruptions, errors or other problems resulting from failure of the internet or telecoms networks, denial of service attacks and failure of suppliers.

Insolvency Event means: (a) an application is made for a moratorium under the Insolvency Act 1986 (or equivalent act in the applicable jurisdiction); (b) any step is

taken towards winding up, dissolution or striking off; (c) any step is taken towards the appointment of a liquidator (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction), or towards the appointment of an administrator, receiver, receiver and manager, or similar officer; (d) an administrator, liquidator, receiver, receiver and manager or administrative receiver is appointed; (e) any step is taken towards the making of a bankruptcy order in the case of an individual; (f) the relevant party becomes unable to pay its debts as they fall due (without the need for a determination by a court); (g) an encumbrance over or affecting any material part of the party's assets or undertaking is enforced; (h) the relevant party enters into any composition with creditors generally; or (i) any event or circumstance analogous to any of those listed above occurs in any jurisdiction.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, database right, moral rights, trade marks, service marks, trade names, business names, domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, whether registrable or not, (including applications for and the right to apply for registration), and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions.

Losses means costs (including reasonable legal costs and disbursements), expenses, claims, damages losses and liabilities.

MS Provider means a Customer authorised to provide a managed service incorporating Software to their own third party customers.

MSP User has the meaning given in Clause 10.1.

New Customer means a Customer who has not used the relevant Software in the preceding three (3) years or is otherwise licensed to use the Software on a trial or evaluation basis by Supplier in writing.

Order Form means: (a) for website purchases, the order submitted by the Customer via the Supplier's website; or (b) for non-website purchases, the order form generated by the Supplier and either accepted electronically or signed by the Customer.

Partner means a third party whose product the Supplier is licensed to supply or make available to customers.

Permitted Scope means use of the Software in accordance with all usage restrictions stipulated in the Contract and applicable Support Plan.

Products means together the Software, Solution(s), and Services (if any) set out in the Order Form.

Product Terms means these Supplier Software and Services Terms.

Professional Services means professional services described in the Order Form and in an accompanying SOW.

PS Fees means fees for Professional Services and/or Training Services calculated in accordance with an Order Form.

Releases are denoted by the numeral to the right of the decimal point e.g. Version 3.1 refers to Release 1 of Version 3 compared to Version 3.2 which refers to Release 2 of Version 3 of the Software and/or Solution.

Renewal Term has the meaning given in Clause 4.2.

SaaS means Software being delivered by Supplier to Customer as software-as-a-service, as indicated in the Order Form (or clear by the nature of the Software).

Services means Support, Professional Services and Training Services.

Software means any software delivered by the Supplier to the Customer as specified in the Order Form, including all updates and modifications to that product that the Supplier makes available to the Customer from time to time.

Software Maintenance Policy means the relevant software maintenance policy, available here: www.itrsgroup.com/legal.

Software Warranty Claim means a claim for breach of the warranty at Clause 5.6 or Clause 6.5.

Solution means any solution delivered by the Supplier to the Customer as specified in the Order Form which consists of a combination of Software and third party software and/or components, including all updates and modifications to that solution that the Supplier makes available to the Customer from time to time.

SOW means a statement of works setting out the scope of Professional Services and/or Training Services.

Subscription means a paid subscription for Software and/or Solution(s), and Support in accordance with the selected Support Plan.

Subscription Fees means fees for a Subscription specified in the Order Form, as increased from year to year in accordance with Clause 14.8. Where no fees are specified, they shall be the Supplier's standard rates.

Subscription Initial Term means the initial period of the Subscription specified in the Order Form, starting on the Effective Date. Subscription Term means the period of the Subscription Initial Term and any Renewal Term and ending on termination or expiry of the Subscription or the Contract in accordance with the Contract or applicable law.

Supplier means ITRS Group Limited or any of its Affiliates, as specified in the Order Form.

Supplier Group means the Supplier and its Affiliates.

Supplier Items means Software, Documentation and Deliverables and any other item which may be disclosed, provided or made accessible by the Supplier.

Support means telephone or web-based technical assistance to the Customer's technical contact(s) with respect to installation, errors and technical Software and/or Solution problems, in accordance with the Software Maintenance Policy.

Supported Versions means the current Version and previous Version of the Software or Solution. Support Plan means the support plan, if any, specified in the Order Form, as described in the Software Maintenance Policy.

Taxes means sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the Supplier's net income.

Territory means the territory specified in the Order Form, or if unspecified, shall mean global. Training Services means the training services described in the Order Form or in an accompanying SOW.

Usage Records means records sufficient to allow the Supplier to verify: (a) that the Customer's and Customer Group's use of the Software (including any copies produced in accordance with the Product Terms) and Documentation complies with the Contract; and (b) that the Customer is being charged the correct Fees.

Version means a major release of the Software or Solution, denoted by the numeral to the left of the decimal point (for example, Version 8.0 compared with Version 7.0).

Warranty Period means the period of thirty (30) days starting on the Effective Date.

In this Contract: (a) references to persons include bodies corporate, partnerships and unincorporated associations of persons; (b) references to the Contract or any other document are to the Contract or other document as it may be varied, amended, supplemented, restated, renewed, novated or replaced from time to time; (c) references to a party to the Contract include a reference to its successors and assigns; (d) the word "including" is by way of illustration only and does not limit the generality or extent of any other words or expressions; and (e) the headings in the Contract do not affect its interpretation.