

TERMS OF USE AGREEMENT

Protocol Policy Systems (UK) Limited ("PPS") provides access to the software specified in the Schedule ("Software") on the terms and conditions of this agreement. By accessing or otherwise using the Software you agree to be bound by the terms of this agreement.

For the purposes of this agreement "You" or "Your" means the person or entity obtaining access to the Software from PPS as a customer.

PPS may make changes to these terms and conditions from time to time. If we do so we will notify you by placing the modified terms and conditions on the website for the Software. By accessing or otherwise using the Software after such modified terms and conditions have been notified it is deemed acceptance of those changes.

If you do not agree to the terms of this agreement do not use the Software. This agreement does not grant you any rights other than as set out in it.

1. GRANT OF LICENCE

- 1.1 This Agreement grants you a non-exclusive limited non-transferable licence being the right to use the Software in accordance with these terms and conditions and only for its intended purpose. This grant is personal to you and you may not sell, sublicense, rent, lease or otherwise deal with or transfer the use of or installation of the Software.
- 1.2 You may download and temporarily store insubstantial portions of data to a storage device under your exclusive control. You may internally display such downloaded data and may use it for the purpose of producing documents for signature by staff members and other associated uses.
- 1.3 Without limiting the terms of clause 1.1 you may not copy the whole of any database, reverse engineer or otherwise attempt to discern the source code of the Software.

2. ACCESS

- 2.1 The Software is only to be accessed using the means specified by PPS. You are responsible to maintain the confidentiality of your access and you will be responsible for any use via your agreed confidential access irrespective of whether that use and access is authorised or unauthorised by you.
- 2.2 You will immediately notify PPS of any unauthorised use of access and the system.

3. TERMS OF PAYMENT AND TERMINATION

- 3.1 Access to the Software is offered only on a minimum three-year subscription term which is payable by 3 annual invoiced amounts during the three-year term. The charges for the Services shall be set out in the Rate Card Schedule posted with these Terms and Conditions. The subscription charges listed are exclusive of value added tax (VAT). It is expected all Customers will be liable to pay VAT in addition.
- 3.2 The initial set up payment is due to PPS a maximum net 30 days from the invoice date.

Thereafter your subsequent subscription payments are due annually on the same payment timeframe (net 30 days) following the initial set up payment date as per your agreed subscription model.

- 3.3 In the event of payment remaining outstanding for 7 days after its due date PPS may immediately suspend your access to the Software without notice. Resumption of access will not be provided to you until after you have paid to PPS all amounts then owing to PPS.
- 3.4 Without prejudice to any other rights PPS may terminate this agreement if you fail to comply with all terms and conditions of this agreement. In the event of termination PPS will stop your access to the Software and will destroy the customised content of your system.
- 3.5 PPS may cancel or suspend your access to the Software for any cause beyond the reasonable control of PPS. If this happens you will have no rights to claim against PPS other than a refund of your payment for any period during which access to the Software was unavailable.
- 3.6 PPS may terminate the grant of the licence to you on one month's notice upon reasonable grounds.
- 3.7 In the event of termination or cancellation of your licence for any reason other than pursuant to clause 3.5 or other event constituting force majeure as set out in clause 8.2 you will remain liable to PPS for all subscription payments then remaining outstanding to the expiry date of your minimum three-year subscription term.

4. RESERVATION OF RIGHTS

- 4.1 All title and copyright in and to the Software is owned by PPS and/or its related companies. All rights not expressly granted to you by this agreement are retained by PPS. Use of the Software for any purpose other than expressly allowed under this agreement is prohibited.
- 4.2 In the event of termination of this agreement you must delete all documents and any other data held on your system which has been downloaded from the Software. If PPS deem it necessary you will provide access to your system to PPS to verify that all such material has been deleted.
- 4.3 In the event of termination of this agreement by reason only of it not being renewed on expiry of a subscription term PPS may (but is not obliged to) grant a licence for the continued use by you of the then current form of your policy documents as produced by the Software on terms and conditions to be agreed.

5. WARRANTIES AND CONDITIONS

- 5.1 Neither PPS make any representations about the suitability of the Software for any purpose. The Software is provided by PPS on an "as is" basis and the implied warranties of merchantability and fitness for a particular purpose are excluded. In no event shall PPS be liable for any direct or indirect loss or consequential damages however caused arising in any way out of the use of the Software.
- 5.2 Without limiting the generality of clause 5.1 PPS shall not be liable to you or any other party in any manner whatsoever whether direct or indirect arising out of your connection to the Internet, the suspension of your access to the Software due to late payment, breach of duty or negligence of PPS, your acts or defaults in relation to errors in content or information, or any fault or malfunction in access to the Software due to the systems or services of any third party utilised by either PPS or you.

5.3 To the fullest extent permitted by law PPS's liability for any loss or damage which you may sustain arising out of your use of the Software is limited to the amount paid by you to PPS for access for a period of one month to the Software.

5.4 These Terms and Conditions shall be governed by English Law.

6. **SECURITY**

6.1 PPS shall provide a comprehensive and secure environment to protect the integrity and security of the Software and any of your information held on the website.

6.2 You will not attempt to compromise PPS's security environment or service availability through hacking, denial of service attacks, copyright violation and the like. You will be responsible for the actions of your employees, agents and sub-contractors in breach of this provision.

7. **HOSTING INFRASTRUCTURE**

7.1 PPS utilise Amazon Web Services EC2 service to deliver the Policy Management as a Service. AWS operates a shared responsibility model via which AWS provides security of the physical aspects of the infrastructure, such as data centres, equipment, and servers, up to the operating system level. The handling of the data once there is the responsibility of the customer. For example, the customer decides who can access this data.

For information on service terms and service level agreements please refer to <https://aws.amazon.com/legal/>

8. **GENERAL**

8.1 PPS shall not be liable to you or any other party claiming through you in respect of anything which, apart from this provision, may constitute a breach of this agreement arising by reason of force majeure, namely, circumstances beyond the control of PPS which prevent or limit PPS's ability to perform its obligations pursuant to this agreement. Circumstances which constitute force majeure shall include (but shall not be limited to) acts of God, fire, flood, earthquake, explosion, sabotage, accident, embargo, riot, civil commotion, computer virus, breakdown of equipment, and failure of electrical supply or telecommunications links.

SCHEDULE

Policy Management as a Service (customer will have selected to implement either the Essentials or Premium version), customised to match your Policy requirements, and delivered as a hosted standard web site.

Policy Management as a Service details for the Essentials and Premium version was described in the customer signed proposal document.

ACCEPTANCE

Terms of use agreement accepted by:

Organisation Name

Authorising Officer Name

Signature

Date

____/____/20____