Source Code Control

Terms and Conditions for Software Composition Analysis

Effective date: Part A –

Project delivery

1- Trained and qualified representatives of **Source Code Control** Ltd will deliver a Software Composition report to Organisation X.

2- To achieve this, Org X must agree to the following:
   a. A purchase order made out to Source Code Control Ltd for the full amount will be raised at the start of the project.
   b. Organisation X will make available a named contact.
   c. Organisation X will make the Source Code available in a timely manner via one of the following mechanisms – secure Github (or similar) site; Zip file of code transferred securely – SFTP; Email; DVD; USB stick etc.
   d. Organisation X will provide answers to a set of questions relating to the usage and distribution of the code and required copyright.

3- Source Code Control Ltd will:
   a. Make skilled and trained staff available to deliver the project
   b. Deliver the following:
      i. A report detailing issues relating to licensing of Open Source Components in the code; copyright observations; known vulnerabilities for components in the code and code management issues.
      ii. A bill of materials for the code (required for some compliance standards).
      iii. An audit report in Excel format
      iv. A notices.txt file in TXT format.
   c. Raise an invoice for the work, licenses and statements totaling no more than the agreed Purchase Order on completion of the project or 45 days after acceptance of these terms whichever date is earliest.
   d. Provide limited support for follow-up questions no later than 60 days from accepting these terms.

4- Organisation X agrees to pay the invoice within 30 days.

Part B – Non-disclosure Agreement

Parties:

A. **ORGANISATION X (ORGX),**

and

B. **SOURCE CODE CONTROL LIMITED,** a company registered in England & Wales under number 09277137, the registered office of which is at 151 Mortimer Street, Herne Bay, Kent CT6 5HA, UK

1. Each party to this Agreement:

    a) may after the Effective Date of this Agreement stated above disclose information (referred to herein as '**Confidential Information**') to the other party for the purpose of Source Code Control delivering a software analysis for **ORGANISATION X** (the '**Purpose**' as defined in Part C);

    b) wishes any such Confidential Information disclosed by it under this Agreement ('**Disclosed Confidential Information**') to be protected by the following provisions of this Agreement;

    c) is referred to herein as the '**Discloser**' when it discloses any Confidential Information to the other party; and

    d) is referred to herein as the '**Recipient**' when it receives or uses any Disclosed Confidential Information of the Discloser.

2. The Recipient undertakes not to use any Disclosed Confidential Information received from the Discloser for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.

3. The Recipient undertakes to keep all Disclosed Confidential Information secure, and not to disclose it to any third party except to its relevant employees and professional advisers who:

    a) need to know the same for the Purpose;

    b) are on notice that they owe a duty of confidence to the Discloser; and

    c) are bound by obligations equivalent to those in clause 2 above and this clause 3.

4. The Recipient's undertakings in clauses 2 and 3 above:

    a) will continue in force for a period of two years commencing on the date of disclosure of the Confidential Information; and

    b) apply to all Disclosed Confidential Information, regardless of the way or form in which that information was disclosed or recorded, but do not apply to any information:

        i. which is now in (or in the future comes into) the public domain (unless as a result of the breach by the Recipient (including its relevant employees and professional advisers) of the Recipient's obligations under this Agreement);

        ii. which prior to disclosure under this Agreement was already known to or by the Recipient without any obligation of confidence or non-disclosure;

        iii. obtained from a source other than the Discloser without obligation of confidence or non-disclosure; or

        iv. disclosed by the Discloser to any other entity without obligation of confidence or non-disclosure.

5. Under this Agreement, to the fullest extent permitted by applicable law, the Discloser:

    a) provides Confidential Information without any warranty of any kind; and

    b) is not liable for any damages arising out of the Recipient's use of any Disclosed Confidential Information.

6. Nothing in this Agreement will prevent the Recipient from making any disclosure of Confidential Information, to the extent required by law or by any competent authority. If required to disclose any Confidential Information by law or court order, the Recipient will endeavour to give the Discloser prompt notice, in order to allow the Discloser a reasonable opportunity to seek to obtain a protective order or equivalent protection.

7. Any Disclosed Confidential Information is subject to change or withdrawal by the Discloser without any requirement for prior notice.

8. The receipt of Disclosed Confidential Information does not preclude the Recipient from:

    a) entering into any business relationship with any other entity; or

    b) assigning any of its employees in any way that it may choose.

9. On receipt of a written request from the Discloser, the Recipient will:

    a) return all copies and records of any Confidential Information disclosed to it by the Discloser (as identified in the Discloser's notice); and

    b) to the fullest extent practically feasible, not retain any copy or record of any such Confidential Information disclosed to it (as identified in the Discloser's notice).

10. No provision of this Agreement requires either party:

a) to disclose or to receive any Confidential Information;

b) to perform any work; or

c) to enter into any other agreement, either with the other party or with any other entity.

11. Neither this Agreement nor the disclosure of any information hereunder:

a) grants the Recipient any licence, interest or right in respect of any copyright, patent or other intellectual property right of the Discloser (whether owned now or subsequently), with the sole exception of the royalty-free right for the Recipient to copy and use Confidential Information disclosed to it hereunder, solely for the Purpose; or

b) creates any joint or fiduciary relationship between the parties.

12. Either party may terminate this Agreement by providing at least one month's written notice to the other. In that event, any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and will apply to the parties' respective successors and assignees.

13. Only a written agreement signed by authorised representatives of both parties can modify the provisions of this Agreement.

14. This Agreement is governed by, and is to be construed in accordance with, English law.

15. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Signed on behalf of ORGANISATION X by its duly authorised representative:

Signature:

Name:

Position:

Date:

Signed on behalf of Source Code Control Limited by its duly authorised representative:

Signature:

Name:

Position:

Date:

[*END OF MUTUAL NON-DISCLOSURE AGREEMENT*]

PART C – Definition of Purpose

For the purposes of this agreement, the 'purpose' is software analysis is defined as:

- A discrete audit of custom software highlighting Open-Source licensing issues; known security vulnerabilities; copyright and code management problems.

- For reference - an agreement exists between Source Code Control Ltd and Flexera.

- The data collected is not personally identifiable information and will be used for no purpose other than the preparation of the report as agreed with ORGX.
- Analysis is executed as follows:
    - o Trained and qualified employees of Source Code Control will examine the data and create a report for ORGX
    - o Source Code Control Ltd is a registered with UK ICO ZA436220 o All employees have signed an employment contract, standards of business conduct agreement and information assurance policy.
- Data retention policies can be explained as follows:
    - o Data is held by Source Code Control for the duration of the project plus 30 days. o The data is held on Microsoft Azure public cloud environment o No unnecessary data is collected. o Excluding the transferred report, all local copies of data will be purged no later than 30 days after the project is complete.
- Additional data or report requests by any party during the project must be made in writing or via email and agreed by an ORGX representative.