



Arwen AI Limited - Terms and Conditions of Service

This Agreement is dated [] 2024 ("Effective Date")

OVERVIEW OF TERMS

Arwen AI	ARWEN AI LIMITED incorporated and registered in England and Wales (with company number 12864591) whose registered office is at Unit 11, Riverside Park Industrial Estate, Dogfold Way, Farnham, Surrey, England, GU9 7UG.
Arwen AI Contact	Matthew McGrory, CEO - matthew@arwen.ai - m: 07887 685979
Customer	[XXXX] incorporated and registered in [COUNTRY] (with company number XXXXXXXX) whose registered office is at [REGISTERED OFFICE ADDRESS].
Customer Contact	[INSERT NAME AND EMAIL ADDRESS]
Customer Accounts Contact	[INSERT NAME AND EMAIL ADDRESS]
Term	No Cost Trial period: [XXXX] to [XXXXX] Initial Term: [XXXX] months from the Effective Date
Application	<p>The Arwen software program accessible at app.arwen.ai including Set-Up, Configuration, On-Boarding and Maintenance.</p> <p>Account Login Licences for up to 5 users for the following products and services (which are set out in more detail in Annex C below):</p> <ul style="list-style-type: none">• Arwen Moderate YES• Arwen Community Management NO• Arwen Engage NO <p>Social media accounts in respect of which an Arwen licence is granted ("Account Login"):</p> <ol style="list-style-type: none">1. [LIST ALL SOCIAL MEDIA ACCOUNTS COVERED]2. XXXX3. XXXX4. XXXX <p>Arwen Community Management managed service will review and moderate Suspect comments twice daily, and review and recommend sanctions for repeat offender users weekly</p>
Fee	Arwen Moderate - £2,995 per month Arwen Engage - £3,995 per month Payable in GBP currency
Payment Terms	£56,000 - Annually in advance Payment of invoices shall be made in full within 30 days of the date of the invoice. All payments shall be made in the currency specified



SIGNATURES

The Parties agree to be bound by the terms set out in the Overview (including the Annexes) and by the Conditions set out below.

Signed for and on behalf of ARWEN AI LIMITED

Signature:

Date:

Signed for and on behalf of [INSERT CUSTOMER NAME]

Signature:

Date:

CONDITIONS

- 1. Interpretation and Definitions.** Any words following terms such as 'including' or 'in particular' shall be construed as illustrative and shall not limit the words preceding that term. A reference to writing or written includes email. Capitalised terms, which are not otherwise defined in the Overview have the meanings set out at the end of these Conditions.
- 2. Licence.** Subject to the Customer paying the Fee and the terms and conditions of this Agreement, Arwen AI hereby grants the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to use the Application during the Term solely for the Customer's internal business operations in respect of each social media account set out in the Overview. For the avoidance of doubt, a separate licence is granted in respect of each single social media account.
- 3. Application.** Arwen AI shall, during the Term provide the Application in accordance with this Agreement. Arwen AI may from time to time automatically update the Application to improve performance or functionalities, or to address security concerns. Arwen AI shall use commercially reasonable endeavours to make the Application available in accordance with the SLA set out at Annex B. If the planned availability of the Application falls outside of the SLA (e.g. a new release of the Application), Arwen AI will provide the Customer with at least 72 hours notice. Arwen AI shall have no liability to the Customer whatsoever, whether in contract, in tort or otherwise for the Customer following or relying upon any recommendations made by the Application.
- 4. Account Login.** The Customer shall receive one or more Account Logins. The customer shall keep secure and confidential the password and login details for the use of the Account Login, allowing access only by individuals authorised by the Customer. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Application and, in the event of any such unauthorised access or use, promptly notify Arwen AI.
- 5. Customer obligations.** The Customer acknowledges and agrees that use of the Application is at the Customer's own risk. The Customer is not to misuse the Application by introducing or attempting to introduce Viruses or Vulnerability into the Application or Arwen AI's network or information systems; nor attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application; nor attempt to attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application. The Customer must not attempt to gain unauthorised access to the Application, server, device, computer or database that is in any way connected to the Application.
- 6. Third Party software/connections.** The Customer is responsible for making any payments in respect of internet or network connection. Arwen AI is not responsible for internet availability, or any errors in or damage to connections, equipment, or software that may occur in relation to the Customer's use of the Application.
- 7. Fees.** In consideration for the licence(s) granted in this Agreement, the Customer shall pay Arwen AI the Fee as set out in the Overview. All charges are expressed exclusive of VAT. The Customer shall pay Arwen AI, in addition to the Fee, the amount of VAT (if any) which is properly chargeable by Arwen AI to the Customer on or in respect to the Fee. Payment of invoices shall be made in full within the term specified in the Overview. All payment shall be made in the currency specified in the Overview and paid by transfer to such bank account as Arwen AI may from time to time notify in writing to the Customer. If payment of an invoice is not made in full by the due date, Arwen AI shall, without prejudice to any other rights or remedies, have the right to either (i) suspend the Customer's access to the Application; or (ii) charge Customer interest on the amount unpaid at the rate of 2% per annum above the Bank of England base rate until payment is made. Arwen AI may increase the Fee with effect from each anniversary of the Effective Date to reflect the percentage increase in the Consumer Prices Index in the previous 12 months. Arwen AI shall give the Customer not less than one month's notice in writing of any such proposed change.
- 8. Confidentiality.** The provisions of this clause 8 shall continue to apply after termination or expiry of this Agreement.

- 8.1. Each Party shall keep the Confidential Information of the other Party secret and confidential; not use the Confidential Information of the other Party except for the proper exercise of its rights and performance of its obligations under this Agreement (the "Permitted Purpose"); not disclose or permit the disclosure of the Confidential Information of the other party except as permitted in Clause 8.3; and take all necessary and proper security precautions to safeguard every part of the Confidential Information.
- 8.2. The receiving party may disclose Confidential Information of the other Party to those of its employees, officers and professional advisers ("Representatives") who need to have access to it for the Permitted Purpose, provided that it ensures that those Representatives comply with clause 8.
- 8.3. The provisions of clause 8.1 shall not apply to Confidential Information that the receiving Party can prove, using written records, was known to the receiving party or in its possession on a non-confidential basis and other than as a result of breach of confidence before that information was acquired from, or from some person on behalf of, the other Party; is in or enters the public domain through no default of the receiving Party provided that this provision shall only apply from the date that the relevant Confidential Information enters the public domain; the receiving party receives from a third party without obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or is required to be disclosed by any applicable law to the extent of the required disclosure.
- 8.4. The receiving Party shall notify the other Party promptly if it becomes aware that any of the Confidential Information falls within the provisions of clause 8.3.
- 8.5. Within 30 days of receipt of a request to do so made at any time and in any event on termination of this Agreement, the receiving Party shall promptly return or destroy and in each case erase from IT systems, all Confidential Information of the other Party at the option of the other Party.
- 8.6. Neither Party shall make any announcement in relation to this Agreement or otherwise publicise its existence or its contents or use or refer to the name, trade mark or trade name of the other Party in any disclosure without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

9. Data Protection.

- 9.1. Where applicable to use by the Customer of the Application, the data protection provisions of the separate Personal Data Processing Agreement in the form attached at Annex A shall apply. For the purposes of this clause 9, "personal data", "process", "processing", "data subject" and "data breach" shall have the meanings given to them in Applicable Data Protection Legislation.
- 9.2. Both Parties shall comply at all times with Applicable Data Protection Legislation and shall not perform their obligations under this Agreement in a way which shall cause the other to breach any of its obligations under Applicable Data Protection Legislation.

10. **Intellectual Property.** The Customer acknowledges and agrees that the Application and its original content (excluding content provided by the Customer or other users of the social media accounts to which the Application is associated), features and functionality are and will remain the exclusive property of Arwen AI and its licensors. The Application is protected by copyright, trade mark (whether registered or unregistered), database rights and other intellectual property rights and laws throughout the world. The Customer may not use the Arwen AI trade marks and trade dress in connection with any product or service without the prior written consent of Arwen AI. The Customer acknowledges that Arwen AI is the sole exclusive owner or any and all usage data relating to the Customer's use of the Application and that such data can be used for commercial, development and research purposes. The Customer further acknowledges and agrees to assign all rights, title and interest in any Feedback the Customer provides to Arwen AI. If for any reason such assignment is ineffective, the Customer agrees to grant Arwen AI a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.

11. Liability and Waiver.

- 11.1. Except as expressly and specifically provided in this Agreement the Customer assumes sole responsibility for results obtained from the use of the Application by the Customer, and for conclusions drawn from such use. Arwen AI shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Arwen AI by the Customer in connection with the Application, or any actions taken by Arwen AI at Customer's direction. The Customer acknowledges and agrees that Arwen AI shall not be liable for any loss that the Customer may suffer through its use of the Application, whether such loss is to the Customer, or another third party.
- 11.2. In no event shall Arwen AI be liable for any tortious loss (including negligence and negligent misstatement), misrepresentation, breach of statutory duty or for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not Arwen AI is advised of the possibility of loss, liability, damage or expense): loss of revenue; loss of actual or anticipated profits (including for loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of sales or business; loss of operating time or loss of use; loss of opportunity; loss of or damage to goodwill or reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in clauses 11.1 - 11.8).

- 11.3. Arwen AI's liability in respect of direct losses under any provision of this Agreement shall be limited to the amount paid or payable by the Customer during the 12 months immediately preceding the date on which the claim arose.
 - 11.4. No limitation or exclusion shall apply to either Party's liability for: (i) death or personal injury, (ii) fraudulent misrepresentation, or (iii) any matter for which liability may not be lawfully limited or excluded.
 - 11.5. Arwen AI shall in no way be liable for any loss incurred as a result of Customer's use of a Third-Party Social Media Service.
 - 11.6. The Application is provided "AS IS" and "AS AVAILABLE" and Arwen AI does not warrant or guarantee that the Application will be free from faults, or defects of any kind.
 - 11.7. It is the Customer's responsibility to ensure that the Application is suitable for its needs. To the maximum extent permitted under applicable law, Arwen AI disclaims all warranties, whether express or implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. In the event that the Arwen AI is liable under such implied warranties, this will be limited to the amount paid or payable by the Customer for the Application.
 - 11.8. Without limiting the foregoing, neither Arwen AI or its own suppliers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content and materials or products incorporated therein; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content or e-mails sent from or on behalf of the Arwen AI are free from Viruses, Vulnerabilities, scripts, trojan horses, worms, malware, timebombs or other harmful components.
12. **Third-Party Social Media Service.** Customer interaction and dealings with Third-Party Social Media Services to which the Application is associated are solely between the Customer and the third-party. Arwen AI has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third-Party Social Media Service. The Customer further acknowledges and agrees that Arwen AI shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on the Application in conjunction with such Third-Party Social Media Services. The Customer shall be solely responsible for its compliance with any Third-Party Social Media Service terms and conditions and/or policies.
13. **Term and Termination.**
- 13.1. Unless this Agreement is terminated prior to the Initial Term, it shall commence on the Effective Date and shall continue for the Initial Term.
 - 13.2. At the end of the Initial Term, this Agreement shall automatically extend for further consecutive periods of 12 months (each an "Extended Term") unless the parties agree in writing not later than 30 days before the end of the Initial Term (or the relevant Extended Term) to terminate this Agreement at the end of the Initial Term, or the relevant Extended Term, as the case may be.
 - 13.3. Without prejudice to any other rights or remedies of Arwen AI, Arwen AI may terminate this Agreement with immediate effect by written notice if the Customer has failed to pay any sums due under this Agreement by the due date.
 - 13.4. Without prejudice to any other rights or remedies available to it, this Agreement may be terminated:
 - 13.4.1. immediately by either Party on written notice, if the other is in material breach of an obligation under this Agreement (other than as contemplated in clause 13.3) and in the case of any such breach being capable of remedy has failed to remedy the breach within a period of 30 days after receipt of written notice to do so;
 - 13.4.2. immediately by Arwen AI on written notice, if Control of the Customer is transferred to any person or persons other than the person or persons in Control of the Customer at the date of this Agreement where Control means the ability alone or with others to require compliance, whether as a result of shareholding, contract or otherwise; or
 - 13.4.3. immediately by Arwen AI on written notice if the Customer takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 13.4.3.
 - 13.5. Arwen AI may terminate this Agreement with immediate effect at its sole discretion if during the course of the Term, the Customer is using the Application to promote content or any material that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (vi) is otherwise illegal or causes damage or injury to any person or property.

14. **Consequences of Termination.** Termination or expiry of this Agreement for any reason, whether under clause 13 or otherwise, shall be without prejudice to the accrued rights and liabilities of the Parties on the date of termination or expiry. All provisions of this Agreement which expressly or impliedly survive termination or expiry of this Agreement for any reason whatsoever shall continue in full force and effect after termination or expiry.
15. **Notices.** All communications and notices in relation to this Agreement, shall be in writing to the Party being served at the relevant address stated at the top of the Agreement, or such other address as may be communicated by the Parties.
16. **Force Majeure.** Neither Party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent that its performance is interrupted or prevented by any act, event, omission, cause or circumstance whatsoever beyond its reasonable control. The Party affected by such an event shall promptly give written notice to the other Party and shall use all reasonable commercial endeavours to bring the event to an end and mitigate the effects of the event. If such delay or non-performance persists for 90 days or more, the Party not affected by the event may terminate this Agreement by giving 14 days written notice of such termination to the other party.
17. **General.**
 - 17.1. Save that Arwen AI reserve the right from time to time to change the Fees pursuant to this Agreement, no variation of this Agreement shall be effective unless it is in writing, signed by the Parties (or their authorised representatives) and expressly refers to this Agreement.
 - 17.2. The Customer acknowledges that it does not rely on, and shall have no remedy in respect of, any representation, whether negligent or not, of any person which is not expressly set out in this Agreement, and the only remedy available to the Customer for breach of any representation that is expressly set out in this Agreement shall be for breach of contract.
 - 17.3. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or formation, shall be governed by the laws of England and Wales. If the Customer has any concerns or disputes about the Application, it shall in the first instance contact Arwen AI and act in good faith to resolve all such issues. If an informal resolution cannot be achieved, each Party irrevocably agrees that any proceedings relating to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation instituted against Arwen AI by the Customer shall be brought in the courts of England and Wales and any such proceedings against the Customer by Arwen AI shall be brought in the courts of the Customer's country of domicile. Each party agrees that the specified courts shall have exclusive jurisdiction over such disputes or claims save that any counterclaim may be brought in any proceedings already commenced.
 - 17.4. Any notice to be given hereunder may be served by leaving it at the intended recipient's address set out in this Agreement or by sending it to such address by post and, if served by post, shall be deemed duly served 48 hours after posting.
 - 17.5. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable that shall not affect or impair the legality, validity or enforceability of any other provisions of this Agreement.
 - 17.6. Arwen AI may assign its rights and obligations under this Agreement to its Affiliates. The Customer may not assign its rights or obligations under this Agreement without the prior written consent of the Arwen AI.
 - 17.7. A person who is not a Party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this Agreement.
18. **Defined Terms.**
 - 18.1. **'Applicable Data Protection Legislation'** means (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; (b) to the extent the EU GDPR applies, the law of the European Union or any member state of any the European Union to which Arwen AI is subject, which relates to the protection of personal data, or (c) any other applicable legislation relating to the protection of personal data to which Arwen AI is subject.
 - 18.2. **'Affiliate'** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest of other securities entitled to vote for election of directors or other managing authority.
 - 18.3. **'Account Login'** means a unique account created for the Customer which provides access to the Application.
 - 18.4. **'Confidential Information'** means all confidential information disclosed or otherwise made available by or on behalf of a Party (in whatever medium and whether before or after the date of this Agreement) including all trade secrets, business, financial, commercial, technical, operational, organisational, legal, management and marketing information and the existence and terms of this Agreement.
 - 18.5. **'Feedback'** means feedback, innovations or suggestions sent by Customer regarding the attributes, performance or features of Arwen AI's Application.

- 18.6. **'Third-Party Social Media Service'** means any application or content (including data, information, products or application) provided by a third party associated with and/or used in conjunction and/or with which the Application interfaces and/or integrates.
- 18.7. **Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, malware, time bombs, viruses and other similar things or devices.
- 18.8. **Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.
- 18.9. **'No Cost Trial'** means a short period (at Arwen AI's discretion) during which Arwen AI makes the Application available to the Customer at no cost for such limited period of time. The Customer may be required to submit billing information in order to sign up for the No Cost Trial. Once the No Cost Trial has expired, the Customer will be charged the Fees. The Customer may elect to terminate this Agreement at the end of the No Cost Trial.
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Annex A – Data Processing Agreement

Parties

1. [FULL COMPANY NAME] incorporated and registered in [England and Wales] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Customer)
2. ARWEN AI LIMITED incorporated and registered in England and Wales (with company number 12864591) whose registered office is at Unit 11, Riverside Park Industrial Estate, Dogfold Way, Farnham, Surrey, England, GU9 7UG. (Arwen AI)

Background

1. The Customer and Arwen AI entered into Terms and Conditions of Service (Service Terms) on [DATE] that may require Arwen AI to process personal data on behalf of the Customer.
2. This Personal Data Processing Agreement (Agreement) sets out the additional terms, requirements and conditions on which Arwen AI will process personal data when providing Application under the Service Terms.

Definitions

1. Adequate Jurisdiction means a country or jurisdiction that is found by the European Commission or the United Kingdom to ensure an adequate level of data protection within the meaning of the Applicable Data Protection Laws and therefore does not require Standard Contractual Clauses.
2. Applicable Data Protection Laws: means any applicable laws regarding the Processing of Personal Data, including:
 - 2.1. To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;
 - 2.2. To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Arwen AI is subject, which relates to the protection of personal data;
 - 2.3. and where applicable the guidance and codes of practice issued by the data protection authorities or others in connection with such laws, all as amended from time to time.
3. Applicable Laws means all applicable laws, statutes, regulation from time to time in force.
4. Customer Personal Data: means any personal data which Arwen AI processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.
5. EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.
6. Standard Contractual Clauses means
 - 6.1. the standard contractual clauses adopted by the European Commission on 4 June 2021 for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs");

- 6.2. the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner's Office and laid before the UK Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 (the "[UK Addendum to the EU SCCs](#)") and which came into force on 21 March 2022, all as amended from time to time.
7. UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Customer Personal Data

1. For the purposes of this Agreement, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR. Save where expressly stated to the contrary herein, this Agreement is subject to the terms of the Service Terms and is incorporated into the Service Terms. Interpretations and defined terms set forth in the Service Terms apply to the interpretation of this Agreement unless otherwise defined herein.
2. Both parties will comply with all applicable requirements of Applicable Data Protection Laws including the Standard Contractual Clauses, where applicable, and shall not cause the other party to breach any of its applicable obligations under the Applicable Data Protection Laws and/or the Standard Contractual Clauses. This Agreement is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws and/or the Standard Contractual Clauses.
3. The parties have determined that, for the purposes of Applicable Data Protection Laws Arwen AI shall process the personal data as set out below in Schedule 1 to this Data Processing Agreement as processor on behalf of the Customer.
4. Should the determination in clause 3 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this Data Processing Agreement and to its Schedule 1.
5. Without prejudice to the generality of clause 2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Arwen AI Personal Data, to the extent applicable, and Customer Personal Data to Arwen AI and lawful collection of the same by Arwen AI for the duration and purposes of this agreement.
6. In relation to the Customer Personal Data, Schedule 1 to this Data Processing Agreement sets out the scope, nature and purpose of processing by Arwen AI, the duration of the processing and the types of personal data, the categories of data subject and the sub-processors used by Arwen AI as at the date of signature of the Terms.
7. Without prejudice to the generality of clause 2, Arwen AI shall, in relation to Customer Personal Data:
 - 7.1. process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in Schedule 1 (Processing, personal data and data subjects) unless Arwen AI is required by Applicable Laws to otherwise process that Customer Personal Data (purpose). Where Arwen AI is relying on Applicable Laws as the basis for processing Customer Processor Data, Arwen AI shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Arwen AI from so notifying the Customer on important grounds of public interest. Arwen AI shall inform the Customer if, in the opinion of Arwen AI, the instructions of the Customer infringe Applicable Data Protection Laws;
 - 7.2. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - 7.3. ensure that any personnel engaged and authorised by Arwen AI to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - 7.4. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Arwen AI), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 7.5. notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
 - 7.6. at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Service Terms unless Arwen AI is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 7(f) Customer Personal Data shall be considered deleted where it is put beyond further use by Arwen AI; and

- 7.7. maintain records to demonstrate its compliance with the terms of this Agreement, and allow for reasonable audits by the Customer or the Customer's designated auditor, at the Customer's expense for this purpose, on reasonable written notice.
8. The Customer provides its prior, general authorisation for Arwen AI to appoint processors to process the Customer Personal Data, provided that Arwen AI:
 - 8.1. shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Arwen AI in this Agreement;
 - 8.2. shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Arwen AI; and
 - 8.3. shall inform the Customer of any intended changes concerning the addition or replacement of the processors
9. Arwen AI shall not transfer or otherwise process any Customer Personal Data across national borders without the Customer's prior written consent. The Customer expressly agrees to the transfers of Customer Personal Data subject to compliance with this clause 9:
 - 9.1. To the extent Customer Personal Data is transferred from the European Economic Area ("EEA") or the UK to a processor or Customer Affiliate in a non-Adequate Jurisdiction, the EU SCCs and the UK Addendum to the EU SCCs, as applicable will apply respectively. The Standard Contractual Clauses, i.e., the EU SCCs and the UK Addendum to the EU SCCs replace the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries;
 - 9.2. For the purposes of the Standard Contractual Clauses the following additional provisions shall apply:
 - 9.2.1. The Customer shall be regarded as the data exporter and Arwen AI shall be regarded as the data importer;
 - 9.2.2. the parties agree to observe the terms of the Standard Contractual Clauses without substantive modification; and
 - 9.2.3. the parties' signature to this agreement shall be considered as a signature for the Standard Contractual Clauses
 - 9.3. Except where expressly required by the Standard Contractual Clauses or under this Agreement, Arwen AI shall not permit any third party to have access to Customer Personal Data transferred to Arwen AI by the Customer without the prior consent of the Customer.
 - 9.4. In the event of any conflict between the provisions of (1) the Standard Contractual Clauses; and (2) the remaining terms of this Agreement, then the Standard Contractual Clauses, or any replacement thereof, shall take precedence. The terms of this Agreement shall not vary the Standard Contractual Clauses in any way.
10. Either party may, at any time, according to the notice period agreed in the Overview, revise this Agreement by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
11. Arwen AI's liability for losses arising from breaches of this Agreement shall be limited as set out in clauses 13.1 and 13.2 of the Service Terms.
12. This Agreement will remain in full force and effect so long as:
 - 12.1. the Service Terms remain in effect; or
 - 12.2. Arwen AI otherwise retains any of the Customer Personal Data related to the Service Terms in its possession or control pursuant to Applicable Laws (Term).
13. Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Service Terms in order to protect the Customer Personal Data will remain in full force and effect.

Schedule 1

1. **Subject matter of processing:** Provision of Application
2. **Duration of Processing:** Throughout the Term of this Agreement
3. **Nature of Processing:** To enable the proprietary AI moderation platform to create cleaner, safer social media communities by automatically detecting and removing hateful, toxic and spam comments in real time
4. **Personal Data Categories:** name(s); email address(es); social media handles and comments on social media feeds
5. **Data Subject Types:** individuals



Approved Subprocessors:

1. **Tableau Software**, NorthEdge 1621 N 34th St, Seattle, WA 98103 - Data Location: Dublin, Ireland.
2. **Trycourier.com, Inc.**, 182 Shipley St, San Francisco, CA 94107 - Data Location: U.S.A.
3. **Google Inc**, 1600 Amphitheatre Parkway, Mountain View, California - Data Location: USA
4. **ActiveFence Ltd**, 30 Old Bailey, London, United Kingdom, EC4M 7AU. Data Location: USA.
5. **Amazon Web Services** - 410 Terry Avenue North Seattle, WA 98109 - Data Location: Dublin, Ireland and London, UK.

Annex B - Arwen Application Availability

Arwen will use all commercially reasonable endeavours to make the Application available for no less than 99.5% of each month during the Term.

The service level of 99.5% Application availability shall not apply in the following circumstances:

1. a scheduled maintenance activity.
2. a Force Majeure event; or
3. a failure of a Application-dependent third-party that is outside of the control of Arwen AI
4. social media profiles have become unauthorised due to changes by Customer or an authorised user

Annex C - Product and Service descriptions

1. **"Arwen Moderate"**: means the Arwen AI software that automatically detects and removes unwanted comments from the owned social media profiles
2. **"Arwen Engage"**: means
 - 2.1. the Arwen AI software that automatically analyses and segments comments on the owned social media profiles for sentiment and topic, enabling review, analysis and reaction.
 - 2.2. the consultancy provided by Arwen AI to set up and configure the software
3. **"Arwen Community Management"**: means the managed service provided by Arwen AI whereby suspect social media comments and repeat offender users are routinely reviewed and moderated / managed by an Arwen AI employee
4. All products include application changes as per software releases and upgrades over time