

DATED _____ **2026**

SECURITY ALLIANCE LIMITED

and

[CUSTOMER]

SOFTWARE SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made this day of 2019

BETWEEN

- 1 SECURITY ALLIANCE LIMITED, incorporated and registered in England and Wales with company number 06049094 whose registered office is at C/O Bishop Fleming Brook House Manor Drive, Clyst St. Mary, Exeter, United Kingdom, EX5 1GD ("**Security Alliance**"); and
- 2 [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the "**Customer**").

BACKGROUND

Security Alliance has developed the "ThreatMatch" software application which it makes available to subscribers via the internet on a subscription basis for the purpose of providing access to cyber threat intelligence.

The Customer wishes to use Security Alliance's service in its business operations.

Security Alliance has agreed to provide and the Customer has agreed to take and pay for Security Alliance's service subject to the terms and conditions of this Agreement.

AGREED TERMS

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement:

Additional Services: any additional services requested by the Customer and provided by Security Alliance pursuant to a Statement of Work, including without limitation development of bespoke functionality of the Software, and consultancy, advisory and/or research services.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2.5.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Change of Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls**, **controlled** and the expression **change of control** shall be construed accordingly.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.7 or clause 11.8 or otherwise ought to be treated as confidential.

Customer Data: the data inputted by the Customer, Authorised Users, or Security Alliance on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Documentation: the document(s) made available to the Customer by Security Alliance online via www.threatmatch.com or such other web address notified by Security Alliance to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: [the date of this Agreement / [INSERT AGREED DATE]].

Initial Subscription Term: the period of twelve (12) calendar months from the Effective Date.

[Mandatory Policies: Security Alliance's business policies and codes supplied by Security Alliance and, as amended by notification to the Customer from time to time.]

Normal Business Hours: 8.30 am to 5.30 pm local UK time, each Business Day.

Renewal Period(s): the twelve (12) months period or successive twelve (12) month periods following the Initial Subscription Term as further described in clause 14.1.

Services: the subscription services provided by Security Alliance to the Customer under this Agreement via www.threatmatch.com or any other website notified to the Customer by Security Alliance from time to time, as more particularly described in the Documentation.

Software: the online software application presently known as "ThreatMatch" provided by Security Alliance as part of the Services.

Statement of Work: a statement of work between the parties in the form set out at Schedule 2 of this Agreement.

Subscription Fees: the subscription fees payable by the Customer to Security Alliance for the User Subscriptions, as set out in Schedule 1.

Subscription Term: the Initial Subscription Term together with any subsequent Renewal Periods.

[Support Services Policy: Security Alliance's policy for providing support in relation to the Services as made available at [INSERT WEB ADDRESS] or such other website address as may be notified to the Customer from time to time.]

[Territory: [INSERT COUNTRIES OF USE]

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 9 and Schedule 1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement.

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, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement and a reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.5 [A reference to writing or written including email but not faxes but not e-mail.]
- 1.6 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

2 User Subscriptions

- 2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised Users to use the Services and the Documentation [in the Territory] during the Subscription Term solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
 - 2.2.1 the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed ten (10) / the number of User Subscriptions it has purchased from time to time;
 - 2.2.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
 - 2.2.3 The customer shall ensure that it puts in place a security policy which includes an appropriate standard for complexity for all passwords, and an appropriate frequency to change all passwords;
 - 2.2.4 each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed in line with current best security practice, and that each Authorised User shall keep their password confidential;
 - 2.2.5 it shall maintain a written, up to date list of current Authorised Users and provide such list to Security Alliance within five (5) Business Days of Security Alliance's written request at any time or times;

- 2.2.6 it shall permit Security Alliance to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Security Alliance's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
 - 2.2.7 if any of the audits referred to in clause 2.2.6 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Security Alliance's other rights, the Customer shall promptly disable such passwords and Security Alliance shall not issue any new passwords to any such individual;
 - 2.2.8 if any of the audits referred to in clause 2.2.6 reveal that the Customer has underpaid Subscription Fees to Security Alliance, then without prejudice to Security Alliance's other rights, the Customer shall pay to Security Alliance an amount equal to such underpayment as calculated in accordance with the prices set out in Schedule 1 within ten (10) Business Days of the date of the relevant audit.
- 2.3 The Customer shall not access, store, distribute or transmit any **Viruses**, or any material during the course of its use of the Services that:
- 2.3.1 is, promotes or facilitates unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive activity;
 - 2.3.2 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 2.3.3 is otherwise illegal or causes damage or injury to any person or property, and Security Alliance reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause 2.3.
- 2.4 The Customer shall not:
- 2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - 2.4.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - 2.4.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - 2.4.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - 2.4.3 use the Services and/or Documentation to provide services to third parties; or
 - 2.4.4 subject to clause 15.7, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
 - 2.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

- 2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Security Alliance.
- 2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3 Additional User Subscriptions

- 3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in Schedule 1 and Security Alliance shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.
- 3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Security Alliance in writing. Security Alliance shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request. Where Security Alliance approves the request, Security Alliance shall activate the additional User Subscriptions within 14 days of its approval of the Customer's request.
- 3.3 If Security Alliance approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within thirty (30) days of the date of Security Alliance's invoice, pay to Security Alliance the relevant fees for such additional User Subscriptions as set out in Schedule 1 and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by Security Alliance for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4 Services

- 4.1 Security Alliance shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.
- 4.2 Security Alliance shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- 4.2.1 planned maintenance carried out during the maintenance window of 6.00 pm to 6.00 am UK time; and
 - 4.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that Security Alliance has used reasonable endeavours to give the Customer at least six (6) Normal Business Hours' notice in advance.
- 4.3 Security Alliance will, as part of the Services [and at no additional cost to the Customer OR and in consideration of the support fees set out in Schedule 1], provide the Customer with Security Alliance's standard customer support services during Normal Business Hours in accordance with Security Alliance's Support Services Policy in effect at the time that the Services are provided. Security Alliance may amend the

Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at Security Alliance's then current rates.

- 4.4 The Customer may purchase Additional Services by entering into a Statement of Work. Each Statement of Work is subject to the following terms:
- 4.4.1 Where applicable, this Agreement establishes the terms under which Security Alliance will from time to time provide Additional Services as described in a Statement of Work. Each Statement of Work shall be mutually agreed upon by the parties in writing and signed by their respective authorised representatives.
 - 4.4.2 A Statement of Work shall be incorporated into this Agreement by reference on the date of complete execution of the Statement of Work. A Statement of Work will incorporate the terms and conditions set out in this Agreement and all Schedules to this Agreement, unless and to the extent that the Statement of Work varies or excludes a Schedule.
 - 4.4.3 All future and additional work related to a specific Statement of Work, requested by the Customer and accepted by Security Alliance will from time to time be documented and appended to such Statement of Work as a "**SOW Amendment**".
 - 4.4.4 Statements of Work and, to the extent required, SOW Amendments will contain descriptions of the Additional Services to be provided and the commercial terms under which they will be agreed in any previous, related Statement of Work or SOW Amendment.

5 Customer Data

- 5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 5.2 Security Alliance shall follow its archiving procedures for Customer Data as set out in its [Back-Up Policy] available at [INSERT WEB ADDRESS or such other website address as may be notified to the Customer from time to time], as such document may be amended by Security Alliance in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Security Alliance to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Security Alliance in accordance with the archiving procedure described in its [Back-Up Policy].
- 5.3 Security Alliance shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted Security Alliance to perform services related to Customer Data maintenance and back-up).
- 5.4 Security Alliance shall, in providing the Services, comply with its Data Protection and Information Security Policies relating to the privacy and security of the Customer Data available by written request to Security Alliance, such document may be amended from time to time by Security Alliance in its sole discretion.

- 5.5 If Security Alliance processes any personal data (as such term is defined in the General Data Protection Regulation (GDPR) on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and Security Alliance shall be a data processor and in any such case:
- 5.5.1 the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and Security Alliance's other obligations under this Agreement;
 - 5.5.2 the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Security Alliance so that Security Alliance may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf;
 - 5.5.3 the Customer shall ensure that the relevant third parties have been informed of, and have given their specific informed consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - 5.5.4 Security Alliance shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time; and
 - 5.5.5 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

6 Third Party Providers

- 6.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk.
- 6.2 Security Alliance makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party.
- 6.3 Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Security Alliance.
- 6.4 Security Alliance recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website.
- 6.5 Security Alliance does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7 Security Alliance Obligations

- 7.1 Security Alliance warrants that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 The warranty at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Security Alliance's instructions, or modification or alteration of the Services by any party other than Security Alliance or its duly authorised contractors or agents.

- 7.3 If the Services do not conform with the warranty at clause 7.1, Security Alliance will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the warranty set out in clause 7.1.
- 7.4 Notwithstanding the foregoing, Security Alliance:
- 7.4.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- 7.4.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.5 This Agreement shall not prevent Security Alliance from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 7.6 Security Alliance warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

8 Customer's Obligations

- 8.1 The Customer shall provide Security Alliance with:
- 8.1.1 all necessary co-operation in relation to this Agreement; and
- 8.1.2 all necessary access to such information as may be required by Security Alliance,
- in order to provide the Services, including but not limited to Customer Data, security access information and configuration services.
- 8.2 The Customer shall:
- 8.2.1 comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 8.2.2 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Security Alliance may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 8.2.3 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- 8.2.4 obtain and shall maintain all necessary licences, consents, and permissions necessary for Security Alliance, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- 8.2.5 ensure that its network and systems comply with the relevant specifications provided by Security Alliance from time to time; and

8.2.6 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Security Alliance's application, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9 Charges and Payment

- 9.1 The Customer shall pay the Subscription Fees to Security Alliance for the User Subscriptions in accordance with this clause 9 and Schedule 1[, the support fees in accordance with clause 4.3 and Schedule 1,] [the excess storage fees payable pursuant to clause 9.5] and the fees for Additional Services in accordance with Schedule 1 and the relevant Statement of Work.
- 9.2 The Customer shall on the Effective Date provide to Security Alliance a valid approved purchase order acceptable to Security Alliance and any other relevant valid, up-to-date and complete contact and billing details and Security Alliance shall invoice the Customer:
- 9.2.1 on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
- 9.2.2 subject to clause 14.1, at least thirty (30) days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,
- and the Customer shall pay each invoice within thirty (30) days after the date of such invoice.
- 9.3 If Security Alliance has not received payment within fourteen (14) days after the due date, and without prejudice to any other rights and remedies of Security Alliance:
- 9.3.1 Security Alliance may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Security Alliance shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 9.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to [three (3)]% over the then current base lending rate of Security Alliance's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.4 All amounts and fees stated or referred to in this Agreement:
- 9.4.1 shall be payable in pounds sterling;
- 9.4.2 are, subject to clause 13.3.2 [and clause 14.4], non-cancellable and non-refundable;
- 9.4.3 are exclusive of value added tax, which shall be added to Security Alliance's invoice(s) at the appropriate rate.
- 9.5 [If, at any time whilst using the Services, the Customer exceeds the amount of disk storage space specified in the Documentation, Security Alliance shall charge the Customer, and the Customer shall pay, Security Alliance's then current excess data storage fees. Security Alliance's excess data storage fees current as at the Effective Date are set out in Schedule 1].
- 9.6 Security Alliance shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3, the

fees payable for Additional Services pursuant to a Statement of Work, [the support fees payable pursuant to clause 4.3] [and/or the excess storage fees payable pursuant to clause 9.5] at the start of each Renewal Period upon ninety (90) days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.

10 Proprietary Rights

- 10.1 The Customer acknowledges and agrees that Security Alliance and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 10.2 Security Alliance confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

11 Confidentiality[, Compliance with Policies]

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement.
- 11.2 A party's Confidential Information shall not be deemed to include information that:
- 11.2.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 11.2.2 was in the other party's lawful possession before the disclosure;
 - 11.2.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 11.2.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 11.3 Subject to clause 11.5, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 11.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 11.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.6 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

- 11.7 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 11.8 Security Alliance acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.9 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.10 The above provisions of this clause 11 shall survive termination of this Agreement, however arising.
- 11.11 [In performing its obligations under this Agreement the Customer shall comply with the Mandatory Policies.]

12 Indemnity

- 12.1 The Customer shall defend, indemnify and hold harmless Security Alliance against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:
- 12.1.1 the Customer is given prompt notice of any such claim;
 - 12.1.2 Security Alliance provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 12.1.3 the Customer is given sole authority to defend or settle the claim.
- 12.2 Security Alliance shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 12.2.1 Security Alliance is given prompt notice of any such claim;
 - 12.2.2 the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at Security Alliance's expense; and
 - 12.2.3 Security Alliance is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, Security Alliance may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on [two (2)] Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4 In no event shall Security Alliance, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 12.4.1 a modification of the Services or Documentation by anyone other than Security Alliance;

- 12.4.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Security Alliance; or
 - 12.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Security Alliance or any appropriate authority.
- 12.5 The foregoing and clause 13.3.2 state the Customer's sole and exclusive rights and remedies, and Security Alliance's (including Security Alliance's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13 Disclaimer and Limitation of Liability

- 13.1 Except as expressly and specifically provided in this Agreement:
- 13.1.1 the Customer agrees and acknowledges that cyber security is a highly complex and evolving subject such that Security Alliance cannot guarantee the accuracy of the information provided through the Software, or that all potential threats will be identified and/or notified to the Customer. The Customer further acknowledges that Security Alliance advocates the use by its customers of a multi-source approach to cyber security intelligence;
 - 13.1.2 the Customer assumes sole responsibility for:
 - 13.1.2.1 all results obtained from the use by the Customer of the Services, the Documentation and any other information supplied by Security Alliance in connection with this Agreement, and for conclusions drawn from such use;
 - 13.1.2.2 the taking of all necessary steps to ensure the maximum protection of its access to the Services and the Customer expressly acknowledges that it assumes all risk in the event that it elects to access the Services other than by the two-factor authentication recommended by Security Alliance;
 - 13.1.3 Security Alliance shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Security Alliance by the Customer in connection with the Services, or any actions taken by Security Alliance at the Customer's direction;
 - 13.1.4 all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are to the fullest extent permitted by applicable law hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care; and
 - 13.1.5 the Services and the Documentation (including any third party software provided as part of the Services) are provided to the Customer on an "as is" basis and are expressly subject to the disclaimer in this clause 13.1.
- 13.2 Nothing in this Agreement excludes the liability of Security Alliance:
- 13.2.1 for death or personal injury caused by Security Alliance's negligence;
 - 13.2.2 for fraud or fraudulent misrepresentation; or
 - 13.2.3 any other liability which cannot be limited or excluded by law.
- 13.3 Subject to clause 13.1 and clause 13.2:
- 13.3.1 Security Alliance shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise

- for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- 13.3.2 Security Alliance's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the twelve (12) months immediately preceding the date on which the claim arose.

14 Term and Termination

- 14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14 commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall [be automatically renewed for successive periods of twelve (12) months (each a Renewal Period), unless:
- 14.1.1 either party notifies the other party of termination, in writing, at least [sixty (60) days] before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- 14.1.2 otherwise terminated in accordance with the provisions of this Agreement.] [OR be renewed for successive periods of twelve (12) months (each a Renewal Period), upon the Customer giving Security Alliance notice in writing at least [sixty (60)] days before the end of the Initial Subscription Term (or any Renewal Period) that it wishes to renew the Agreement.]
- 14.2 Without affecting any other right or remedy available to it, Security Alliance may terminate or suspend, wholly or partially, this Agreement or any Statement of Work entered into pursuant to it and the Customer's access to the Service, with immediate effect by giving written notice to the other party if:
- 14.2.1 the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
- 14.2.2 the Customer commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
- 14.2.3 the Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 14.2.4 Security Alliance reasonably believes that the Customer, its Authorised Users or others (whether or not under the Customer's control) are misusing the Services including, but not limited to, making use of the Services for illegal purposes;
- 14.2.5 Security Alliance is told to do so by the Government or other lawful regulatory authority or the emergency services;
- 14.2.6 the Customer allows anything to happen through the Software which in Security Alliance's reasonable opinion may have the effect of jeopardising the operation of the Software, or the Software being used in a manner which is

- against the Customer's best interest, the best interests of Security Alliance's other customers and/or Security Alliance or any third party involved in providing the Services to the Customer;
- 14.2.7 the Customer uses any equipment or other hardware to access the Services which is defective or illegal and Security Alliance has reasonable grounds to believe that such equipment or hardware may affect the operation and/or security of the Software;
 - 14.2.8 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 14.2.9 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 14.2.10 there is a change of control of the Customer.
- 14.3 The Customer may terminate or suspend wholly or partially this Agreement or any Statement of Work entered into pursuant to it, without advance notice if:
- 14.3.1 Security Alliance commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or
 - 14.3.2 Security Alliance takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 14.4 [Where the Customer terminates this Agreement pursuant to clause 14.3, Security Alliance shall refund the Customer any payment made in advance in respect of the unexpired term of the Agreement.]
- 14.5 Where Security Alliance exercises its right to suspend the Services in accordance with clause 14.2:
- 14.5.1 it shall only suspend the Services for such time as is necessary for Security Alliance (in conjunction with the Customer, if necessary) to implement an alternative means to resolve any technical or other problems caused by the Customer;
 - 14.5.2 it shall only suspend the Services as a last resort, i.e. where the objective of the suspension (e.g. the prevention of reselling or fraudulent use) could not be achieved by way of an alternative means which is just as quick and does give rise to any additional cost to the Security Alliance;
 - 14.5.3 and the cause of such suspension has not been resolved to Security Alliance's satisfaction, Security Alliance may terminate the suspended Services; and
 - 14.5.4 Security Alliance shall not be obliged to resolve any issues or implement any such alternative means if doing so would give rise to any additional cost or liability for Security Alliance.

- 14.6 On termination of this Agreement for any reason:
- 14.6.1 all licences granted under this Agreement shall immediately terminate;
 - 14.6.2 [the Customer's access to the Services will be deactivated by Security Alliance and] the Customer shall immediately cease all use of the Services and/or the Documentation;
 - 14.6.3 each party shall return and make no further use of any Confidential Information, equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - 14.6.4 the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten (10) days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and
 - 14.6.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

15 General Provisions

- 15.1 **Force Majeure:** Security Alliance shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Security Alliance or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.
- 15.2 **Variation:** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.3 **Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.4 **Rights and Remedies:** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.5 **Severance:** If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal

provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

- 15.6 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that:
- 15.6.1 in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement;
- 15.6.2 it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement; and
- 15.6.3 nothing in this clause 15.6 shall limit or exclude any liability for fraud.
- 15.7 Assignment: The Customer shall not, without the prior written consent of Security Alliance, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Security Alliance may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 15.8 No Partnership or Agency: Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.9 Third Party Rights: This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

16 Notices

- 16.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, [or sent by fax to the other party's fax number as set out in this Agreement].
- 16.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. [A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).]

17 Governing Law and Jurisdiction

- 17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 17.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]
for and on behalf of **Security** Director
Alliance Limited

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF Director
CUSTOMER]

Schedule 1 – Subscription Fees

- Subscription Fees:
 - [The Subscription Fees shall amount to a total of £[AMOUNT], based on [NUMBER] User Subscriptions at £[AMOUNT] per User Subscription]
 - [INSERT FEES FOR MODULAR ACCESS]
- Additional User Subscription Fees: [Additional User Subscriptions may be purchased by the Customer in accordance with clause 3 at £[AMOUNT] per User Subscription]
- [Excess Storage Fees: Security Alliance's excess storage fees current as at the Effective Date are as follows:
 - [INSERT EXCESS STORAGE FEES]]
- [Support Fees: Security Alliance's standard and enhanced support fees are as follows:
 - [INSERT DETAILS]]
- Additional Services: Security Alliance's fees for the provision of Additional Services shall be set out in the relevant Statement of Work.

Schedule 2 – Statement of Work

This Statement of Work (Reference: [REDACTED]) is dated [REDACTED] and made between:

SECURITY ALLIANCE LIMITED, incorporated and registered in England and Wales with company number 06049094 whose registered office is at C/O Bishop Fleming Brook House Manor Drive, Clyst St. Mary, Exeter, United Kingdom, EX5 1GD (“**Security Alliance**”); and

[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the “**Customer**”).

Background

The Customer and Security Alliance have entered into an agreement dated [INSERT] (the “Agreement”), allowing the Customer to request services from Security Alliance.

In connection with the Agreement, the Customer requests certain services to be provided by Security Alliance, and Security Alliance agrees to provide such services to the Customer in accordance with this Statement of Work.

The parties agree that:

1 Structure

- 1.1 Unless otherwise defined in this Statement of Work, terms used in this Statement of Work shall have the meaning given to them in the Agreement.
- 1.2 The Agreement, together with its Schedules (the “**Applicable Terms**”), are incorporated into and form part of this Statement of Work, as varied and amended by the other provisions of this Statement of Work. Security Alliance agrees that it shall provide the Services in accordance with the Applicable Terms and as further set out in this Statement of Work.

2 Term

- 2.1 This Statement of Work shall commence on [INSERT DATE] and, unless terminated earlier in accordance with the Applicable Terms, shall continue until [INSERT DATE].
- 2.2 [The Customer may, by written notice to Security Alliance given not less than 30 days before expiry of the then current term, renew this Statement of Work for successive periods of [INSERT] months].

3 Services

- 3.1 Security Alliance shall provide the following Additional Services to the Customer from [INSERT DATE]:
 - 3.1.1 [DESCRIPTION OF SERVICES]
- 3.2 Security Alliance shall ensure that the Services comply with the following descriptions:
 - 3.2.1 [DESCRIPTION OF SERVICES]

3.3 The Services shall be performed in accordance with the following timetable:

Milestone	Due date
INSERT	INSERT

4 Fees and payment

- 4.1 The fees payable for the Additional Services shall be [INSERT £FIGURE] OR [METHOD OF CALCULATION]](the “Fees”).
- 4.2 The Fees for the Additional Services shall be payable in pounds sterling.
- 4.3 The Fees stated above are exclusive of VAT.
- 4.4 Security Alliance shall invoice the Customer for the Fees [INSERT INVOICING ARRANGEMENTS].
- 4.5 The payment terms applicable to the above Fees are set out in clause 9 of the Agreement.

5 Additional terms

- 5.1 [INSERT ANY ADDITIONAL TERMS OR VARIATIONS TO THE SERVICE CONTRACT, FOR EXAMPLE, A DIFFERENT POSITION ON INTELLECTUAL PROPERTY RIGHTS THAN AS CURRENTLY PROVIDED FOR IN THE APPLICABLE TERMS AT SCHEDULE 1 OF THE FRAMEWORK AGREEMENT].

6 Amendments to this Statement of Work

- 6.1 All amendments to this Statement of Work which may be requested by the Customer and accepted by Security Alliance from time to time will be documented and appended to this Statement of Work as a SOW Amendment.
- 6.2 Only upon signature by an authorised representative of both parties will any SOW Amendment be deemed to be executed.
- 6.3 In the event that additional future SOW Amendments are appended to this Statement of Work, they will be considered as changing or affecting the terms and conditions of the previously executed, related and agreed to Statement of Work and SOW Amendments. If a new SOW Amendment alters or affects the terms and conditions of a previously executed, related Statement of Work or SOW Amendment, then the new SOW Amendment will state specifically which terms and conditions it supersedes, replaces or modifies.
- 6.4 Any specific term or condition of the Statement of Work or SOW Amendment not identified as being changed in the specific SOW Amendment, will be considered as remaining fully applicable as stated in the original form of the executed Statement of Work or SOW Amendment.

- 6.5 Terms and conditions contained within this Statement of Work or any SOW Amendment appended to it shall supersede the terms and conditions contained in the Agreement for that specific Statement of Work or SOW Amendment only.

SIGNED by the authorised representatives of the parties on the date set out at the head of this Statement of Work.

SIGNED for and on behalf of

SECURITY ALLIANCE LIMITED

Name

Position

Signature

SIGNED for and on behalf of

[CUSTOMER]

Name

Position

Signature