

DATED Month, Day, 202X

## **SAAS END USER LICENCE AGREEMENT**

between

**IRIS INTELLIGENCE LIMITED**

and

**[CLIENT NAME].**

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### CLAUSE

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This Agreement is dated July 15, 2024

## Parties

- (1) IRIS INTELLIGENCE LIMITED (“**IRIS**”) incorporated and registered in England and Wales with company number 06346803 whose registered office is at 24 Barton Street, Bath, England, BA1 1HG (the “**Supplier**”)
- (2) **CLIENT NAME. (“Client Name”)** amalgamated and registered in **[Country]** whose registered office is at **[Address]** (the “**Customer**”)

## BACKGROUND

- (A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet for the purpose of risk management and internal audit.
- (B) The Customer, and its Affiliates, wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier'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 apply in this Agreement.

#### **Applicable Laws:**

- (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- (b) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.

**Affiliate** means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control of such Person; provided that a Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct the management and policies of such other Person, whether through the ownership of voting securities, or by contract, partnership agreement, trust arrangement or other means that results in control in fact; provided that direct or indirect ownership of shares of a corporation or interests of a partnership carrying more than 50% of the voting rights shall constitute control of that corporation or partnership, respectively;

Authorised Users: **those employees, agents and independent contractors of the Customer and the Customer's Affiliates who are authorised by the Customer to use the Services and the Documentation, as further described in Applicable Laws:**

- (c) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- (d) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.

**Affiliate** means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control of such Person; provided that a Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct the management and policies of such other Person, whether through the ownership of voting securities, or by contract, partnership agreement, trust arrangement or other means that results in control in fact; provided that direct or indirect ownership of shares of a corporation or interests of a partnership carrying more than 50% of the voting rights shall constitute control of that corporation or partnership, respectively;

Authorised Users: **those employees, agents and independent contractors of the Customer and the Customer's Affiliates who are authorised by the Customer to use the Services and the Documentation, as further described in Applicable Laws:**

- (e) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
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Authorised Users: **those employees, agents and independent contractors of the Customer and the Customer's Affiliates who are authorised by the Customer to use the Services and the Documentation, as further described in Applicable Laws:**

- (g) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- (h) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.

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- (i) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- (j) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.

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Authorised Users: **those employees, agents and independent contractors of the Customer and the Customer's Affiliates who are authorised by the Customer to use the Services and the Documentation, as further described in Applicable Laws:**

- (k) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- (l) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.

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**Authorised Users: those employees, agents and independent contractors of the Customer and the Customer's Affiliates who are authorised by the Customer to use the Services and the Documentation, as further described in Applicable Laws:**

- (m) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- (n) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.

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**Authorised Users: those employees, agents and independent contractors of the Customer and the Customer's Affiliates who are authorised by the Customer to use the Services and the Documentation, as further described in 2 Applicable Laws:**

- (o) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- (p) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.

**Affiliate** means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control of such Person; provided that a Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct the management and policies of such other Person, whether through the ownership of voting securities, or by contract, partnership agreement, trust arrangement or other means that results in control in fact; provided that direct or indirect ownership of shares of a corporation or interests of a partnership carrying more than 50% of the voting rights shall constitute control of that corporation or partnership, respectively;

**Authorised Users:** those employees, agents and independent contractors of the Customer and the Customer's Affiliates who are authorised by the Customer to use the Services and the Documentation, as further described in Schedule 2.

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

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.1.

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

**Customer Personal Data:** any personal data which the Supplier processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.

**Documentation:** the document(s) made available to the Customer by the Supplier 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.

**Normal Business Hours:** [9.00 am to 6.30 pm] local UK time, each Business Day.

**Order Form:** the written order form signed by both parties (or between the Customer and an authorised reseller appointed by the Supplier) setting out, amongst other things, the User Subscriptions, the subscription fees and the Subscription Term.

"**Person**" means any individual, corporation, firm, partnership, trust, fund, association, joint venture, governmental body, unincorporated organization or other entity;

**Renewal Period:** the period described in clause [12.1](#).

**Services:** the subscription services provided by the Supplier to the Customer under this Agreement.

**Software:** the online software applications provided by the Supplier as part of the Services.

**Subscription Term:** the term of subscription agreed between the Customer and the Supplier in the Order Form.

**Support Services Policy:** the Supplier's policy for providing support in relation to the Services as made available at <https://irisintelligence.atlassian.net/servicedesk> or such other website address as may be notified to the Customer from time to time.

**UK GDPR:** has the meaning given to it in the Data Protection Act 2018.

**User Subscriptions:** the user subscriptions purchased by the Customer from the Supplier (as set out in the Order Form) 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.

**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.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires (i) words in the singular shall include the plural and in the plural include the singular, and (ii) a reference to one gender shall include a reference to the other genders.
- 1.1 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.2 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.
- 1.3 A reference to **writing** or **written** excludes fax but not email.
- 1.4 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.

## **2. User subscriptions**

- 2.1 Subject to the Customer purchasing the User Subscriptions, 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 and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
  - (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
  - (b) 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;
- 2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive and the Supplier 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.

2.4 The Customer shall not:

- (a) 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:
  - (i) 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
  - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) 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
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) subject to clause 20.1, 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
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or
- (f) introduce or permit the introduction of, any Virus or Vulnerability into the Supplier's network and information systems.

2.5 The Customer shall use commercially reasonable efforts 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 the Supplier.

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. Services**

3.1 The Supplier 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.

3.2 The Supplier shall use commercially reasonable efforts to make the Services available to Customers 24 hours a day, 7 days a week (with an availability target of 99.7%), except for:

- (a) planned maintenance (and the Supplier will endeavour to give the Customer no less than 14 days' notice of any such planned maintenance); and

- (b) unscheduled maintenance: (i) performed outside Normal Business Hours, provided that the Supplier has used reasonable efforts to give the Supplier at least 48 hours' notice in advance, or (ii) required in order for the Supplier to apply security patches.

3.3 The Supplier will, as part of the Services (in consideration of the support fees set out in the Order Form], provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion on no less than 30 days' notice in writing to the Customer. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

#### **4. Data protection**

4.1 For the purposes of this clause 4, the terms **controller, processor, data subject, personal data, personal data breach and processing** shall have the meaning given to them in the UK GDPR.

4.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

4.3 The parties have determined that, for the purposes of Applicable Data Protection Laws the Supplier shall process the personal data set out in Schedule 1, as a processor on behalf of the Customer in respect of the processing activities set out in Schedule 1; and

4.4 Should the determination in clause 4.3 change, then each party shall work together in good faith to make any changes which are necessary to this clause 4 or the related schedules.

4.5 Without prejudice to the generality of clause 4.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable the Supplier to process the Customer Personal Data to the Supplier for the duration and purposes of this Agreement.

4.6 In relation to the Customer Personal Data, Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

4.7 Without prejudice to the generality of clause 4.2 the Supplier shall, in relation to Customer Personal Data:

- (a) 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, unless the Supplier is required by Applicable Laws to otherwise process that Customer Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Customer Processor Data, the Supplier shall notify the

Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer on important grounds of public interest. The Supplier shall inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe Applicable Data Protection Laws;

- (b) implement the necessary or reasonable technical and organisational measures expected of a qualified and experienced service provider performing services similar to the Services in order 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 the Customer has reviewed and confirms 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;
- (c) ensure that any personnel engaged and authorised by the Supplier to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), 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;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- (f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement unless the Supplier is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause Customer Personal Data shall be considered deleted where it is deleted from all retrieval systems, data bases and computer systems by the Supplier (with the exception of computer back-up systems the Supplier utilizes in the normal course of business); and
- (g) maintain records to demonstrate its compliance with this clause 4.

4.8 The Customer hereby provides its prior, general authorisation for the Supplier to:

- (a) appoint processors to process the Customer Personal Data, provided that the Supplier:
  - (i) 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 the Supplier in this clause 4;

- (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
  - (iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law,.
- (b) transfer Customer Personal Data outside of the UK/UAE as required for the purposes set out in Schedule 1, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

## **5. Third party providers**

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. The Supplier 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. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier 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. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## **6. Supplier's obligations**

- 6.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with the reasonable diligence, skill and care normally provided by a qualified and experienced service provider performing services similar to the Services .
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier 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 undertaking set out in clause 6.1.

6.3 The Supplier:

- (a) does not warrant that:
  - (i) the Customer's use of the Services will be uninterrupted or error-free; or
  - (ii) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
  - (iii) the Software or the Services will be free from Vulnerabilities or Viruses.
- (b) 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.

6.4 This Agreement shall not prevent the Supplier 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.

6.5 The Supplier shall follow its archiving procedures for Customer Data as set out in its Back-up Data Policy. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

## 7. Customer's obligations

7.1 The Customer shall:

- (a) provide the Supplier with:
  - (i) all reasonably necessary co-operation in relation to this Agreement; and
  - (ii) all necessary access to such information as may be reasonably required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

- (c) 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;
- (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- (e) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (f) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, 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.

7.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

## **8. Proprietary rights**

- 8.1 The Customer acknowledges and agrees that the Supplier 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.
- 8.2 The Supplier 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.

## **9. Confidentiality and compliance with policies**

**9.1 Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives in connection with this Agreement, including but not limited to:

- (a) the terms of this Agreement;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
  - (i) the business, assets, affairs, customers, clients, suppliers, intentions, or market opportunities of the disclosing party; and

- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (c) any information developed by the parties in the course of carrying out this Agreement and the parties agree that:
  - (i) details of the Services, and the results of any performance tests of the Services, shall constitute Supplier Confidential Information; and
  - (ii) Customer Data shall constitute Customer Confidential Information;

**Representatives** means, in relation to a party, its and its Affiliates' employees, officers, contractors, subcontractors, representatives and advisers.

9.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- (d) the parties agree in writing is not confidential or may be disclosed; or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

9.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (the "**Permitted Purpose**"); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.

9.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

- 9.5 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 9.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 9.6 On termination or expiry of this Agreement, each party shall:
- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
  - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
  - (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.
- 9.7 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.
- 9.8 The above provisions of this clause 9 shall continue to apply after termination or expiry of this Agreement.

## **10. Liability**

- 10.1 The Customer shall indemnify the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) ("**Claims**") arising out of or in connection with the Customer's use of the Services and/or Documentation that contravenes, or is in breach of, this Agreement. The Customer shall also indemnify the Supplier against **Claims** relating to information entered into the software application by the Customer.
- 10.2 The Supplier shall indemnify and hold the Customer harmless against any Claims arising out of or in connection with: (i) the Supplier's breach of this Agreement; and (ii) any legal claim or suit

alleging that the Customer's use of the Services, User Subscription or Software violates a third party's intellectual property rights.

- 10.3 In the event that the Supplier determines that the Services, User Subscription or Software infringes another party's intellectual property rights, the Supplier may, at its discretion: (i) procure the right or license for the Customer's continued use of the Services, User Subscription or Software in accordance with this Agreement; (ii) modify the Services, User Subscription or Software to avoid infringement liability while maintaining substantially similar functionality; or (iii) terminate Customer's right to continue using the Services, User Subscription or Software and refund the unused portion of any pre-paid fees.
- 10.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer for any matter to the extent it is based on:
- (a) a modification of the Services or Documentation by anyone other than the Supplier, its employees, agents or sub-contractors; or
  - (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier, its employees, agents or sub-contractors.

## **11. Limitation of liability**

- 11.1 Nothing in this Agreement excludes the liability of either party:
- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
  - (b) for fraud or fraudulent misrepresentation by it or its employees; or
  - (c) any liability to the extent it cannot be limited or excluded by law.
- 11.2 Except as expressly and specifically provided in this Agreement:
- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
  - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
  - (c) the Services and the Documentation are provided to the Customer on an "as is" basis.
- 11.3 Subject to clause 11.1:

- (a) the Supplier 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
  - (b) the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with this Agreement shall be limited to the total subscription fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.
- 11.4 Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights.

## **12. Term and termination**

- 12.1 This Agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall continue until the end of the Subscription Term.
- 12.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
  - (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
  - (b) the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a partnership) has any partner to whom any of the foregoing apply;
  - (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;
  - (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an

administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

- (g) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(c) to *clause 14.2(j)* (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.3 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten 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 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
- (d) 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.

**13. Force majeure**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days or more, the party not affected may terminate this Agreement by giving not less than 14 days' written notice to the affected party.

**14. Conflict**

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.

**15. Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**16. Waiver**

- 16.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy unless expressly stated to be so. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**17. 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.

**18. Severance**

- 18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**19. Entire Agreement**

- 19.1 This Agreement (and the Order Form) constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that 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.

**20. Assignment**

- 20.1 The Customer shall not, without the prior written consent of the Supplier, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 20.2 The Supplier may at any time assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

**21. 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).

**22. 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)

**23. Counterparts**

- 23.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

**24. Notices**

- 24.1 Subject to clause 24.1, any notice given to a party under or in connection with this Agreement shall be in writing and the following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

| Manner of Delivery | Deemed time of service | Proof of service |
|--------------------|------------------------|------------------|
|--------------------|------------------------|------------------|

|                                                                                   |                                                                                                                                                                                                                                                                          |                                                                                          |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Personal delivery                                                                 | On delivery, provided delivery is between 9.00am and 5.00pm on a Business Day. Otherwise, delivery will occur at 9.00am on the next Business Day.                                                                                                                        | Properly addressed and delivered as evidenced by signature of a delivery receipt         |
| Prepaid, or other prepaid, next Business Day service providing proof of delivery. | At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Business Day. Otherwise, delivery will occur at 9.00am on the same Business Day (if delivery before 9.00am) or on the next Business Day (if after 5.00pm).        | Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt |
| Email                                                                             | At the time recorded by the sender's email exchange, provided that delivery is between 9.00am and 5.00pm on a Business Day. Otherwise, delivery will occur at 9.00am on the same Business Day (if delivery before 9.00am) or on the next Business Day (if after 5.00pm). | Properly addressed email and delivered as evidenced by sender's email exchange.          |

24.2 Notices shall be sent to the addresses set out below or at such other address as the relevant party may give notice to the other party for the purpose of service of notices under this Agreement:

|                |                                                   |                         |
|----------------|---------------------------------------------------|-------------------------|
|                | <b>IRIS Intelligence</b>                          | <b>Client Name Ltd.</b> |
| <b>Contact</b> | <b>IRIS Contact</b>                               | <b>Client Contact</b>   |
| <b>Address</b> | 24 Barton Street, Bath,<br>BA11HG, United Kingdom | <b>Client Address</b>   |
| <b>Email</b>   | <b>IRIS email</b>                                 | <b>Client email</b>     |

24.3 This clause 24 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**25. Governing law and Jurisdiction**

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 interpreted in accordance with the law of England and Wales. 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).

Signed by

**IRIS INTELLIGENCE LIMITED**

Signed by Customer Contact for  
and on behalf of **CLIENT NAME**  
**LTD.**

## SCHEDULE 1 - PARTICULARS OF THE PROCESSING

| PARTICULARS OF PROCESSING  |                                            |
|----------------------------|--------------------------------------------|
| SCOPE                      | IRIS Risk Management Professional v6       |
| NATURE                     | Name and Email address of individual users |
| PURPOSE OF PROCESSING      | Password Resets                            |
| DURATION OF PROCESSING     | Term of the Subscription                   |
| TYPES OF PERSONAL DATA     |                                            |
| Email addresses            |                                            |
| Name                       |                                            |
| CATEGORIES OF DATA SUBJECT |                                            |
| Read only User             |                                            |
| Read Write User            |                                            |
| Administrative User        |                                            |

## **SCHEDULE 2 – ORDER FORM**

### **Implementation Services – Deliverables outlined in Schedule 4**

Configuration of the IRIS Risk Management Professional Software (v6) to the Client Name preference settings, in line with product demonstrations to date.

Creation of custom report templates line with discussions to date

Web-based user training

Web-based admin training (initial 2 hours with additional support as required)

Implementation and Configuration capped at **X person days** which is considered more than sufficient based on configuration requests provided to date. Additional support / implementation time to be agreed if required.

### **Hosting Services**

**System Hosting at approved ISO 27001 accredited data center until [Date]**

### **User Licenses**

**Number of licenses until [Date]**

## SCHEDULE 3 – FEE SCHEDULE

**Implementation Fee –**

**Hosting Services –**

**User Licenses –**

**Assumes 2-year Minimum Term Commitment**

**Payment Schedule:**

- On signing -
- By [Date] -

IRIS reserves the right to index link option years when not paid at the outset of the contract

All prices exclude out of pocket expenses and any applicable sales taxes (e.g. VAT)

**EXAMPLE ONLY**

**SCHEDULE 4 – STATEMENT OF WORK**