

## THINK CYBER TERMS AND CONDITIONS

By and between Think Cyber Security Ltd, a company incorporated and registered in England and Wales with company number 10507336 whose registered office is at 20-22 Wenlock Road, London, N1 7GU (the “**Supplier**”) and the Customer as defined below (each a “**party**” and together the “**parties**”).

### AGREED TERMS

#### 1. NATURE OF THIS AGREEMENT AND STATEMENTS

- 1.1 This Agreement sets out the terms and conditions under which the parties agree that the Supplier shall provide the Platform to the Customer.
- 1.2 To the extent that there is a conflict or inconsistency between the terms and conditions of this Agreement and the provisions of any agreement placed with the Supplier, this Agreement shall prevail over the provisions to the extent of the conflict or inconsistency.

#### 2. INTERPRETATION

- 2.1 The definitions and rules of interpretation in this clause apply in this Agreement.
  - (a) **Acquiring Party:** the party receiving Confidential Information concerning the Disclosing Party.
  - (b) **Agreement:** this instrument and any and all Schedules to this Agreement, as the same may be amended, modified or supplemented from time to time in accordance with the terms and conditions hereof.
  - (c) **Authorised Administrative User:** the employee or other agent or contractor of the Customer who shall have administrative rights over the Customer's use of the Platform.
  - (d) **Authorised Users:** those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Platform and Documentation.
  - (e) **Confidential Information:** any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless such information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party.
  - (f) **Configuration Services:** the configuration and related work referred to in clause 4.1, to be performed by the Supplier to configure the Platform to meet the Customer's requirements as agreed.
  - (g) **Customer:** the party entering into this Agreement for the provision of the Platform and its Authorised Users.
  - (h) **Data Protection Legislation:** means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data, including the UK General Data Protection legislation (“**GDPR**”), the Data Protection Act 2018 and the Data (Use and Access) Act 2025.
  - (i) **Disclosing Party:** the party disclosing its Confidential Information.
  - (j) **Documentation:** the standard documentation which the Supplier makes available in relation to the Platform, as updated from time to time.

- (k) **Effective Date:** means the date set out in the Order Form for the commencement of this Agreement, or if none is specified, the date on which the Supplier makes the Platform available to the Customer.
  - (l) **Fees:** means the fees as agreed and set out in the Order Form placed with the Supplier.
  - (m) **Initial Term:** has the meaning set out in clause 12.1
  - (n) **Intellectual Property Rights / IPR:** means all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
  - (o) **Order Form:** means the order form signed by the parties specifying the Customer's order for provision of the Platform, which shall form part of this Agreement.
  - (p) **Personal Data:** shall have the meaning set out in the GDPR.
  - (q) **Platform:** means the Supplier's security awareness platform, including Redflags, a security awareness software product that detects and understands activity of individual IT users and delivers appropriate awareness material, and the online security awareness content management capabilities, as well as any new releases which the Supplier may make available during the Term.
  - (r) **Renewal Term:** has the meaning set out in clause 12.1.
  - (s) **Reseller:** means an independent third party who offers the Supplier's Platform to their established customer base, with Think the Supplier retaining responsibility for direct delivery, implementation, and ongoing management of such products or services to those end customers.
  - (t) **Service Provider:** means an independent third party who assumes ongoing operational management, administration, and support responsibilities for the Supplier's Platform on behalf of their end customers, acting as the customers' designated operational representative.
  - (u) **Support Services:** means such reasonable support and maintenance services that the Supplier may deem necessary throughout the Term.
  - (v) **Supported Operating Systems:** means the current releases from time to time of Microsoft Windows or any other operating system that the Supplier agrees shall be supported.
  - (w) **Taxes:** means any form of taxation, levy, duty, charge, contribution or impost of whatever nature, including VAT, and by whatever authority imposed (including without limitation any fine, penalty, surcharge or interest) for which the Customer is legally liable, exclusive of any taxes based on the net income of Supplier.
  - (x) **Term:** means the Initial Term and the Renewal Term together.
  - (y) **Third Party Materials:** any materials which are embedded in the Platform, the Intellectual Property Rights in which are owned by or are licensed to Supplier by a third party.
- 2.2 The headings in this Agreement do not affect its interpretation. Except where the context otherwise requires, references to clauses and schedules are to clauses and schedules of this Agreement.
- 2.3 Unless the context otherwise requires:
- (a) references to the Supplier and the Customer include their permitted successors and assigns;
  - (b) references to statutory provisions include those statutory provisions as amended or re-enacted; and
  - (c) references to "including" or "includes" shall be deemed to have the words "without limitation" inserted after them.

2.4 Words in the singular include the plural and those in the plural include the singular.

2.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

### 3. PAYMENT

3.1 Upon signing an Order Form and entering into this Agreement, and in consideration of the provision of the Platform, where the Platform is provided direct to the Customer, the Customer shall pay the Fees to the Supplier. Where the Platform is provided to a Supplier's partner, the Customer shall pay the Fees to the Supplier's partner.

3.2 Unless otherwise agreed, the Fees shall be payable on an annual basis in advance, with the first year's payment being due within 30 days of the Customer entering into this Agreement. If this Agreement is terminated by either party during the Initial Term or any Renewal Term, the Supplier shall within 30 days of such termination refund to the Customer any Fees already paid on a pro rata basis unless the termination is due to the Customer's breach.

3.3 Except where agreed otherwise, the Supplier may amend the Fees due under this Agreement at least 90 days before the end of the Initial Term or any Renewal Term on written notice to the Customer. Any revision to the Fees shall take effect from the start of the next Renewal Term, and shall be payable in accordance with clause 3.2.

3.4 The Supplier reserves the right to charge interest in respect of late payment of any amounts due under this Agreement at the rate of 2% per annum above the base rate from time to time of the Bank of England from the due date thereof until payment.

3.5 All amounts payable under or in connection with this Agreement are exclusive of all Taxes, which, if applicable, shall be payable by the Customer at the rate prevailing at the time.

3.6 The Customer shall pay any withholding tax or other similar taxes applicable to the Fees or otherwise required by law to be deducted from any payment by the Customer to Supplier pursuant to this Agreement. Should the Customer be required to pay any such withholding tax or other similar taxes, the relevant fees and charges shall be increased such that the Supplier shall receive the same amount after payment of any withholding tax or other similar taxes as it would otherwise have received had no withholding tax or other similar taxes been incurred. The Customer and Supplier shall cooperate in good faith to respond to any query from the applicable tax authorities in connection with withholding tax or other similar taxes and shall each make available to the other any information or documents and all relevant approvals or authorisations which the applicable tax authorities may reasonably require.

### 4. PLATFORM

4.1 The Supplier shall perform the Configuration Services in accordance with the specifications as agreed in the Order Form placed with the Supplier. The Supplier shall carry out such Configuration Services with reasonable care and attention and in accordance with good industry practice.

4.2 Unless otherwise agreed in writing, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Platform and the Documentation shall not exceed the number of user subscriptions it has purchased from time to time;
- (b) it will not allow any Authorised User subscription to be used by more than one individual Authorised User;
- (c) it shall maintain an up to date list of current Authorised Users; and
- (d) each Authorised Administrative User shall keep a secure password that must be kept confidential for their use of the Platform.

4.3 If the Customer experiences any issues in using the Platform, the Supplier shall provide such reasonable Support Services as necessary to resolve the problem.

## **5. CONFIDENTIALITY**

- 5.1 The Acquiring Party undertakes to maintain and procure the maintenance of confidentiality of the Disclosing Party's Confidential Information at all times and shall keep and procure that Confidential Information is kept secure and protected against theft, damage, loss or unauthorised access.
- 5.2 The Acquiring Party undertakes to disclose Confidential Information of the Disclosing Party only:
- (a) to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes of this Agreement and to procure that such officers, employees and contractors are made aware of the confidentiality obligations in this clause 5 and are made subject to confidentiality obligations at least as onerous as those contained in this Agreement;
  - (b) as reasonably required to be disclosed to a professional adviser provided that any such professional adviser is bound by obligations of confidentiality of at least as high a standard as those imposed on the Acquiring Party under this clause 5; and
  - (c) as may be required by law, regulation or order of a competent authority, provided that, as practicable, the Disclosing Party is given reasonable notice of the intended disclosure and a reasonable opportunity to challenge the same, and provides reasonable assistance at the Disclosing Party's expense in obtaining an order protecting the information from public disclosure.
- 5.3 Upon the earlier of a written request from the Disclosing Party or the termination of this Agreement for any reason, each party shall return any and all Confidential Information of the Disclosing Party relating to the Agreement as the case may be then in its possession or control and will not retain any copies of the same.
- 5.4 The Acquiring Party shall as soon as reasonably practicable upon becoming aware of the same give notice to the Disclosing Party of any unauthorised disclosure, misuse, theft or other loss of Confidential Information of the Disclosing Party, whether inadvertent or otherwise.
- 5.5 The obligations in this clause 5 shall not include any information that: (i) is at the time of disclosure, or subsequently becomes, publicly known except by breach of this Agreement; (ii) a party receives from a third party, who is not under an obligation of confidentiality to the Disclosing Party; (iii) is independently developed by the Acquiring Party without use of, or reference to, Disclosing Party's Confidential Information, as shown by the Acquiring Party's records; or (iv) is required by law to be disclosed by the Acquiring Party, provided that the Acquiring Party gives the Disclosing Party written notice as promptly as possible under the circumstances of such requirement prior to such disclosure.

## **6. WARRANTIES**

- 6.1 Each party warrants to the other party that it has full power and authority to enter into and perform its obligations under this Agreement and comply with all applicable laws.
- 6.2 The Supplier warrants that the Platform will materially comply with the description of the same set out in the Documentation.
- 6.3 Except as provided for in clause 6.1, the Supplier and its licensors exclude all implied representations, warranties and terms of any kind whatsoever (whether implied by common law, statute or otherwise) to the fullest extent permitted by applicable law (including any implied representations, warranties or terms that the Platform is of satisfactory quality or fit for their purpose).
- 6.4 Notwithstanding any other provision of this Agreement, the Customer acknowledges and agrees that the Supplier does not represent, warrant or guarantee that the Customer's use of the Platform will be uninterrupted, error or "bug" free or that the Platform and/or the information obtained by the Customer through its use of the Platform will meet its requirements.

## 7. LIMITATION OF LIABILITY

- 7.1 Subject to clause 7.3, the Supplier shall not have any liability for any losses or damages which may be suffered by the Customer, which fall within any of the following categories:
- (a) indirect, special or consequential losses or damages, even though the Supplier was aware of the circumstances in which such special damage could arise;
  - (b) loss of profits;
  - (c) loss of anticipated savings;
  - (d) loss of business, business opportunity and management time; or
  - (e) loss of goodwill.
- 7.2 Subject to clause 7.3, the total liability of the Supplier arising under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise (a **"Customer Claim"**), shall be limited for all Customer Claims in aggregate to the amount Fees paid for that year's provision of the Platform to the Customer.
- 7.3 The exclusions in this clause 7 shall apply to the fullest extent permissible by law but neither party excludes any liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Subject to any express provision in this Agreement to the contrary, each party acknowledges and agrees that this Agreement does not assign or transfer any Intellectual Property Rights between the parties and that nothing in this Agreement shall be deemed to give a party any right, title or interest whatsoever in the other party's Intellectual Property Rights.
- 8.2 The grant or licence of Intellectual Property Rights under the below clause 8.3 is subject to:
- (a) the Customer's compliance with the terms and conditions of this Agreement; and
  - (b) receipt by the Supplier of payment of all Fees in full.
- 8.3 The Supplier grants to the Customer a non-exclusive, non-transferable, non-sublicensable, personal licence to use the Platform during the Term, solely for its own internal business purposes, and not for the benefit of any third party, to at any one time, run and use the Platform on any Supported Operating System.
- 8.4 The Customer shall not:
- (a) remove, alter, cover or obfuscate any copyright notices, trademark notices or other proprietary rights notices placed or embedded on or in the Platform;
  - (b) un-bundle any components of the Platform; or
  - (c) except to the extent permitted by applicable law, reverse engineer, decompile, disassemble, modify, adapt or make error corrections or otherwise attempt to gain access to the source code of all or any portion of the Platform, except to the extent that any reduction of the Platform to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Platform with the operation of other software or systems used by the Customer, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request the Supplier to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction.

8.5 The Customer shall own all rights, title and interest in and to all data relating to the Customer that it provides under this Agreement (the "**Customer Data**"). The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Customer grants the Supplier:

- (d) a non-exclusive, royalty-free, worldwide licence to use, copy and distribute the Customer Data or otherwise perform any act to the extent necessary to fulfil its obligations under this Agreement; and
- (e) a perpetual, irrevocable, non-exclusive, royalty-free, worldwide licence to aggregate and analyse the data contained in, related to or derived from the Customer Data in anonymised form ("**Aggregated and Derived Data**") and to copy, distribute, market, adapt and sub-licence such Aggregated and Derived Data. To the extent any new IPR arises in such Aggregated and Derived Data, the Supplier shall own the same.

## 9. INDEMNITY

9.1 The Customer will indemnify, hold harmless and keep fully and effectively indemnified the Supplier from and against any and all claims made or threatened against the Supplier alleging that the use or possession of any information supplied by the Customer in accordance with this Agreement infringes the rights of any third party. Such indemnity will include all liability, losses, damages, penalties, fines, costs and expense of any nature incurred by the Supplier directly or indirectly to the extent arising as a consequence of or in connection with such claim. The indemnity in this clause 9 shall survive the expiry or termination for any reason of this Agreement.

9.2 The Customer shall be responsible for all content that it inputs or that is input on its behalf over the Platform, including the Customer Data. To the maximum extent permitted by law, the Supplier shall have no liability to the Customer in connection with such content that it inputs or that is input on its behalf over the Platform and the Customer shall indemnify the Supplier against any losses, damages, claims and expenses suffered by the Supplier in respect of all such content that the Customer inputs or is input on its behalf over the Platform.

## 10. DATA PROTECTION

10.1 Defined terms in this clause not defined elsewhere in this Agreement shall have the meanings attributed to them by Data Protection Legislation.

10.2 The Supplier is committed to protecting the privacy and confidentiality of its customers and their information and data. The Supplier will only use the Customer's Personal Data in accordance with Data Protection Legislation and this Agreement.

10.3 The Supplier shall comply with the provisions of the Data Protection Legislation in relation to all Personal Data that is processed by it in connection with this Agreement.

10.4 For the purposes of this Agreement, where the Supplier or Reseller sells the Platform to the Customer, the Customer is the Controller and the Supplier or Reseller is the Processor.

10.5 For the purposes of this Agreement, where a Service Provider sells the Platform to the Customer on behalf of the Supplier, the Customer is the Controller, the Service Provider is the Processor and the Supplier is the Sub-Processor.

## 11. ACCEPTABLE USE

11.1 The Customer agrees not to, and not to allow third parties (including Authorised Users) to use the Platform:

- (a) to violate, or encourage the violation of, the legal rights of others;
- (b) to engage in, encourage or promote illegal activity;
- (c) for any unlawful, invasive, infringing, defamatory or fraudulent purpose;
- (d) to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;

- (e) to disable, interfere with or circumvent any aspect of the Platform; or
- (f) to generate, distribute, publish or facilitate mass email, promotions, advertisings, spam or other solicitations.

## 12. TERM AND TERMINATION

- 12.1 This Agreement shall commence and become legally binding on the Effective Date and continue for a period of twelve months (the **"Initial Term"**), unless terminated earlier by either party in accordance with its terms, and automatically renew for further 12-month periods or as otherwise agreed by the parties (each a **"Renewal Term"**).
- 12.2 Either party may terminate this Agreement at the expiry of either the Initial Term or any Renewal Term by giving the other party at least 30 days' prior written notice, to expire at the end of such Initial Term or Renewal Term.
- 12.3 Either party may terminate this Agreement with immediate effect by written notice to the other party if:
- (a) the other party ceases to trade (either in whole, or as to any part or division involved in the performance of this agreement);
  - (b) the other party becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party;
  - (c) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of that party, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;
  - (d) the ability of that party's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums;
  - (e) any process is instituted which could lead to that party being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction);
  - (f) it is entitled to do so in accordance with clause 16.2; or
  - (g) the other party commits a material breach of any term of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 12.4 On termination of this Agreement for whatever reason:
- (a) each party shall promptly return to the other party all of the other party's Confidential Information (including any copies thereof) within its possession or control, provided always that the Supplier may retain one copy of the Customer's Confidential Information for professional and audit purposes;
  - (b) the Customer must pay to the Supplier any unpaid Fees;
  - (c) the obligations of confidentiality (but not the rights to use or disclose) under clause 4 will continue to apply to the parties for a period of three (3) years; and
  - (d) the licence granted under clause 8.3 shall cease.
- 12.5 Termination of this Agreement for whatever reason shall not affect the rights and obligations of the parties which have accrued prior to the date of termination, including the right to claim damages as a result of a breach of this Agreement.

- 12.6 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement will remain in effect.

### **13. WAIVER**

- 13.1 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### **14. REMEDIES**

- 14.1 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. EXCUSED PERFORMANCE**

- 1.2 The Supplier shall not be deemed to be in breach of this Agreement or otherwise liable to the Customer as a result of any delay or other failure in the performance of its obligations under this Agreement if and to the extent that such delay or other failure is caused by or arises from:

- (a) the Customer's non-performance, delayed performance or other material breach of its obligations under this Agreement;
- (b) errors in programs, coding information or operating instructions supplied by the Customer, including any failure of or defects in the Customer's systems;
- (c) any failure by the Customer to obtain all necessary rights and licences in relation to the Intellectual Property Rights of third parties;
- (d) any act or omission of the Customer that has a material adverse effect upon the performance by Supplier of its obligations under this Agreement; or
- (e) without limiting the application of clause 16, any Force Majeure Event.

### **16. FORCE MAJEURE**

- 16.1 Notwithstanding any other provision of this Agreement, neither party to this Agreement shall be in breach of this Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under this Agreement (other than an obligation to pay money) if and to the extent that such delay or failure is caused by any event or circumstance not within the reasonable control of the party concerned ("**Force Majeure Event**"), and the time for performance of the relevant obligation(s) shall be extended accordingly.
- 16.2 If any Force Majeure Event delays or prevents the performance of the obligations of either party for a continuous period in excess of two (2) months, then either party shall then be entitled to give notice to the other party to terminate this Agreement, specifying the date (which shall not be less than seven (7) days after the date on which the notice is given) on which termination will take effect.

### **17. ENTIRE AGREEMENT**

- 17.1 This Agreement, and any schedules or documents annexed to this Agreement, or otherwise referred to herein, contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

17.2 Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) ("**Representation**") other than as expressly set out in this Agreement.

17.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this Agreement.

## **18. VARIATION**

18.1 Think Cyber reserves the right to update the terms and conditions of this Agreement at any time by giving the Customer at least 30 days' notice. If any proposed changes are material, the Customer will be asked to explicitly accept the new terms and conditions of this Agreement and will be notified of its right to terminate this Agreement. In the case of non-material changes, the Customer's continued use of the Platform after the effective date of the proposed changes will constitute acceptance of the revised terms and conditions of this Agreement.

## **19. SEVERANCE**

19.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

19.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **20. COUNTERPARTS**

20.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same Agreement.

## **21. THIRD-PARTY RIGHTS**

21.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

21.2 The rights of the parties to terminate (if any), rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

## **22. NO PARTNERSHIP OR AGENCY**

22.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

## **23. ASSIGNMENT**

23.1 Subject to clause 23.2, neither party shall assign, novate, transfer, or otherwise dispose of any or all of its rights and/or obligations under this Agreement without the prior written consent of the other party (which may be withheld in that party's absolute discretion).

23.2 The Supplier may enter into any sub-contract with any third party for the performance of its obligations under this Agreement without the prior written consent of the Customer. Any such sub-contract shall not excuse the Supplier from performing its obligations under this Agreement.

## **24. NOTICES**

- 24.1 Any notice or other communication required to be given under this Agreement shall be in writing and shall be sent by e-mail to the relevant party at its address given in this Agreement, the Order Form or as otherwise specified by notice from time to time. A notice or other communication required to be given under this Agreement shall be deemed to be validly given if sent by e-mail to the address(es) specified in this Agreement or the Order Form and if a delivery receipt from the correct email address is received.

## **25. GOVERNING LAW AND JURISDICTION**

- 25.1 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 laws of England and Wales.
- 25.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE A

### DATA PROCESSING AGREEMENT

#### PARTIES

- (1) The Customer as defined above (the “**Controller**”); and
- (2) Think Cyber Security Ltd (Redflags) with company number 10507336 whose registered office is at 20-22 Wenlock Road, London, N1 7GU, England (the “**Processor**” or “**Sub-Processor**”).

#### BACKGROUND

- A The Controller is responsible for the personal data referred to below (the “**Personal Data**”).
- B The Controller requires the Processor or Sub-Processor to carry out services referred to below which require that processing be undertaken in relation to the Personal Data (the “**Services**”).
- C This Agreement has been entered into in order to ensure that proper arrangements are in place relating to the personal data to be processed by the Processor or Sub-Processor on behalf of the Controller.
- D This Data Processing Agreement forms part of the Agreement to which it constitutes Schedule A.
- E It is intended that this Data Processing Agreement complies with the provisions set out in Article 28 of the United Kingdom General Data Protection Regulation and in any restating of that Article in any relevant Data Protection Legislation in force in the United Kingdom during the operation of this Agreement.
- F The term Processor shall be read as Sub-Processor if the context so requires.

#### THE PARTIES AGREE:

##### 1 Definitions

- 1.1 In this Schedule A, the following terms will have the following meanings:
- 1.2 “Data Subject” the identified or identifiable living individual to whom the Personal Data relates.
- “**Personal Data**” such personal data as is passed by the Controller to the Processor or Sub-Processor for the purposes of being processed under this Agreement and which is more particularly described in Annex 1; and
- “**Services**” those services performed by the Processor on behalf of the Controller and referred to in Annex 2.

##### 2 Processor’s obligations in performing the Services

- 2.1 The Processor agrees that in performing the Services it will do so only in accordance with the Data Protection Legislation and this Agreement. In particular it is agreed that:
  - 2.1.1 the Processor shall process the Personal Data only on the written instructions of the Controller and only for the purposes of carrying out the Services;
  - 2.1.2 the Processor will only process the Personal Data within the United Kingdom and will not transfer the Personal Data, or agree for the Personal Data to be transferred, outside the United Kingdom without the prior written consent of the Controller, such consent deemed granted for the transfers set out in Annex 3

- 2.1.3 if any Personal Data transfer between the Customer and the Processor requires execution of a data transfer contract in order to comply with the Data Protection Legislation (where the Customer is the entity exporting Personal Data to the Processor outside of the UK), the parties will execute the necessary contracts;
- 2.1.4 if a law, court or regulator requires the Processor to disclose Personal Data, the Processor must first inform the Customer of such legal or regulatory requirement and give the Customer the opportunity to object or challenge the requirement unless such notice is prohibited by law or regulation;
- 2.1.5 the Processor will at all times ensure that all employees and other representatives accessing the Personal Data are aware of the terms of this Agreement, have received appropriate training in relation to the Data Protection Legislation and associated practices and have agreed to keep the Personal Data confidential at all times;
- 2.1.6 the processor must notify the Customer as soon as practicable in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation;
- 2.1.7 the Processor will put in place, and will maintain at all times during the operation of this Agreement, such technical, operational and organisational measures as are necessary to ensure that an appropriate level of security is maintained, and will at all times as a minimum comply with security of processing requirements set out in Article 32 of the UK GDPR. The processor also agrees that these security measures will remain in place for so long after the termination of this Agreement as is necessary in order to protect the confidentiality of the Personal Data;
- 2.1.8 the Processor shall not sub-contract the provision of any of the Services or involve any third party in the processing of the Personal Data without the prior written consent of the Controller, such consent hereby granted for the sub-processor named in Annex 3 to Schedule A. In the event that consent is given for a third party to process the Personal Data, that Third Party must also enter into a Data Processing Agreement containing the relevant provisions set out in this Agreement and referred to in Article 28 of the UK GDPR;
- 2.1.9 in the event that the Controller is required to respond to requests from individuals exercising their rights as set out in Chapter 3 of the UK GDPR, including but not necessarily limited to the rights to erasure, rectification, access, restriction, portability, objection and not being subject to automated decision making, then the Processor shall, so far as it is possible to do so, assist the Controller in dealing with those requests within such time limits as are appropriate in the circumstances;
- 2.1.10 taking into account the nature of the processing and the information available to it, the Processor shall assist the Controller in ensuring compliance with the obligations set out in Articles 32 to 36 of the UK GDPR in relation to the security of the processing, the notification of a personal data breach to the supervisory authority, the communication of a personal data breach to the data subject, the carrying out of a data protection impact assessment or a consultation with the Information Commissioner's Office in connection with such an assessment;
- 2.1.11 the Processor shall, on being requested to do so by the Controller, safely delete or return the Personal Data at any time and will, in any event, securely delete the Personal Data or return the same to the Controller (as the Controller shall instruct at the appropriate time) at the end of the Services;
- 2.1.12 in the event that the Processor is to delete the Personal Data then, unless there is a legal obligation upon the Processor to retain such Personal Data, this shall be taken to include the destruction of all existing copies. In the event that such a legal obligation exists the Processor will, prior to entering into this Agreement, confirm that legal obligation in writing to the Controller;
- 2.1.13 in the event that the Controller shall request that they do so, the Processor shall provide certification of destruction of all Personal Data as set out in paragraph clause 2.1.12;
- 2.1.14 the Processor will, on the receipt of a request from the Controller to do so, make available to the Controller all information necessary to demonstrate compliance with the obligations laid down under this Agreement. The Processor shall, in addition, permit and contribute to any audits, inspections or other verification exercises as shall be required by the Controller from time to time and no more often than once per year.

2.1.15 the Processor and, where applicable, the Processor's representative, shall maintain at all times a record of all categories of processing activities carried out on behalf of the Controller, which will contain:

- (a) the name and contact details of the Processor or Processors and of each Controller on behalf of which the Processor is acting, and, where applicable, of the Controller's or the Processor's representative, and, where relevant, the data protection officer or manager;
- (b) the categories of processing carried out on behalf of each Controller;
- (c) where applicable, details of transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the UK GDPR, the documenting of suitable safeguards; and
- (d) where possible, a general description of the technical and organisational security measures referred to in Article 32(1) of the UK GDPR;

2.1.16 the Processor will maintain the integrity of the Personal Data, without alteration, ensuring that the Personal Data can be separated from any other information created; and

2.1.17 the Processor shall immediately contact the Controller in the event that there is any personal data breach or security incident where the Personal Data, or the confidentiality of any person, may have been compromised.

### **3 Termination**

This Schedule A will terminate when the Agreement terminates.

### **4 Variation**

This Schedule A may only be varied with the written consent of both parties.

### **5 Representatives of the parties**

For the purposes of this Agreement, and in particular for the purposes of clause (a), the details of the representatives of the parties to this Agreement, and where relevant, the data protection officer for either party, are set out in Annex 4.

### **6 Compliance with the UK GDPR**

Nothing in this Schedule A nor in any other dealings between the Controller and the Processor is to be taken as relieving or exonerating the Processor from all or any responsibilities under the Data Protection Legislation and the Processor or sub-processor hereby agrees that all necessary steps to ensure such compliance have been, and will continue to be, taken.

### **7 Relationship of the parties**

Nothing in this Schedule A is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

## ANNEX 1 THE PERSONAL DATA AND THE PROCESSING

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### **Subject-matter and purpose of Processing:**

Provision, support and maintenance of the Redflags service, including delivery of just-in-time behavioural nudges, engagement analytics, administration and configuration of the service, and related customer support.

### **Nature of Processing:**

Collection, storage, transmission, analysis and reporting of user engagement telemetry and configured behavioural event data; administration of users and roles; technical support communications; deletion and anonymisation operations per configuration.

### **Categories of Data Subjects:**

Customer employees and contractors (end-users and administrators).

### **Categories of Personal Data:**

- End-user identifiers (e.g. username).
- Device or machine identifiers included in event data (which may be hashed depending on configuration).
- Behavioural telemetry and event data relating to configured risky actions and engagement with security nudges (e.g. link hover or click, USB insertion, copy/paste into browser, connection to insecure Wi-Fi, attempts to upload data), strictly limited to configurations agreed by the Customer.
- Administrative user data (name, business email, role).

### **Special Category Data and criminal offence data:**

Not intentionally processed. The service is not designed to collect special category data or criminal offence data.

### **Frequency of Processing:**

Continuous, for the term of the Agreement.

### **Duration and retention:**

Processing for the term of the Agreement. Service telemetry is retained for a period configurable by the Customer administrator ranging from 12 months. Think Cyber may create anonymised copies for system development, optimisation and to deliver the service. Upon termination, Personal data will be returned or deleted per clause 2.1.11.

## ANNEX 2 THE SERVICES

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### Services Performed by Think Cyber as Processor or Sub-Processor

#### 1. Deployment and Operation of Redflags Software

- Redflags issues logins to customer users, supports SSO setup, and provides installation files and guidance.
- The customer deploys the Redflags agent to target devices, with Redflags monitoring successful installation and connectivity.
- Redflags enables the customer to manage users, monitor deployment status, and access reports via the Redflags web portal

#### 2. Security Awareness and Behavioural Change Interventions

- Redflags delivers contextualised, in-the-moment security nudges and interventions to end-users, aiming to reduce risky behaviours and improve cyber awareness.
- The processor manages the delivery and timing of these interventions, based on the customer's configuration and requirements.

#### 3. Technical Support and Service Desk

- Redflags provides technical support to nominated customer contacts, handling queries, troubleshooting, and resolving technical issues.
- Support includes triage, advice, guidance, and, where necessary, the provision of patches or workarounds, all within agreed service levels (SLAs).

#### 4. Data Processing and Reporting

- Redflags processes usage data, behavioural analytics, and system logs to generate reports for the customer.
- All processing is performed solely for the purposes defined by the controller, such as monitoring engagement, compliance, and effectiveness of interventions.

#### 5. Maintenance and Updates

- The processor is responsible for maintaining the Redflags platform, including deploying updates, enhancements, and security patches as required.
- **Processing on Instructions:** Redflags only processes personal data on documented instructions from the customer which include those set out in Annex 1 and Annex 2.
- **Security Measures:** The processor implements appropriate technical and organisational measures to protect personal data.
- **Confidentiality:** All personnel involved in processing are bound by confidentiality obligations.
- **Assistance:** Redflags assists the controller in fulfilling data subject rights and complying with data protection obligations (e.g., breach notification, data subject access requests).
- **Sub-processing:** Any use of sub-processors is subject to the controller's approval and must meet equivalent data protection standards.

**ANNEX 3**  
**SUB-PROCESSORS**

| <b>Name of Sub-processor</b> | <b>Country in which data is processed</b> |
|------------------------------|-------------------------------------------|
| Microsoft (Azure / O365)     | United Kingdom and Ireland                |
| Amazon Web Services (AWS)    | United Kingdom and Ireland                |
| ClickUp (Project Management) | Ireland (EU)                              |

**ANNEX 4**  
**THE REPRESENTATIVES**

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| <b>Role</b>                          | <b>Name</b>             | <b>Organisation</b>      | <b>Email Address</b>                                 |
|--------------------------------------|-------------------------|--------------------------|------------------------------------------------------|
| Data Protection Officer (Processor)  | Data Protection Officer | Think Cyber Security Ltd | <a href="mailto:DPO@redflags.io">DPO@redflags.io</a> |
| Data Protection Officer (Controller) |                         |                          |                                                      |