

## SAAS LICENCE

**IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING ANY SAAS SERVICES FROM ACUITY RISK MANAGEMENT LIMITED:**

**Last updated 13<sup>th</sup> June 2023**

This agreement is a legal agreement between you ("**Licensee**" or "**you**") and Acuity Risk Management Limited whose registered office is at 80 (2nd Floor) Cheapside, London, United Kingdom, EC2V 6EE ("**Licensor**" or "**we**") for the STREAM Saas Service, which includes the STREAM computer software, hosting services, the data supplied with it, the associated media, printed materials and online **and/or** electronic documentation.

BY PROCEEDING TO USE ANY SAAS SERVICES FROM ACUITY RISK MANAGEMENT LIMITED YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE SAAS SERVICES TO YOU AND YOU MUST DISCONTINUE USE OF THE SAAS SERVICES NOW.

A Licence will be granted in respect of the number of authorised users for which the Saas Service and the Documentation may be used.

### **1. DEFINITIONS**

In this agreement the following definitions shall apply:

**"Authorised Users"** the number of authorised users licensed to use the Saas Service and the Documentation.

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

**"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing, the Commissioner and appropriate technical and organisational measures"** have the meanings given in the Data Protection Legislation.

**"Data Protection Impact Assessment"** has the meaning given in the Data Protection Legislation.

**"Data Protection Legislation"** all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 ("**DPA**"), the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the DPA) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

**"Documentation"** means the media, printed materials and online and/or electronic documentation associated with the Saas Service.

**“Domestic Law”** means the law of the United Kingdom or a part of the United Kingdom;

**“Fair Usage Policy”** means the Licensor’s fair usage policy set out in Schedule 3.

**“Licensee Data”** any data inputted by the Licensee, Authorised Users or the Licensor on the Licensee’s behalf for the purpose of using the SaaS Service or facilitating the Licensee’s use of the SaaS Service.

**“Normal Business Hours”** 9.00am to 5.30pm local UK time on each Business Day.

**“SaaS Service”** means the online SaaS services owned and delivered as an on-demand service by the Licensor as further described in the Software Service Description for the STREAM SaaS.

**“SaaS Service Commencement Date”** means the date specified for commencement of the SaaS Service in the Licensee’s purchase order or as may otherwise be agreed between the Licensor and the Licensee.

**“SaaS Service Term”** means the term for the provision of the SaaS Service as determined in accordance with clause 6.

**“Services”** any services provided by the Licensor under Schedule 2.

**“Software” or “STREAM”** means the STREAM computer software.

**“Software Service Description for the STREAM SaaS”** means the STREAM Software Services description provided by the Licensor to the Licensee prior to the purchase of the SaaS Service.

**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.

## **2. ORDER AND FEES**

2.1 A Licence shall only be granted under this agreement on receipt of an **“Order”** by the Licensor which the Licensor has accepted in writing. The following shall constitute an Order

2.1.1 you have issued a purchase order to the Licensor, or;

- 2.1.2 you have purchased a Licence from an authorised partner of the Licensor (“**Authorised Partner**”) and the Authorised Partner has issued a purchase order to the Licensor in respect of such Licence; or
  - 2.1.3 you have in lieu of a issuing a purchase order, purchased a licence via a credit card transaction or a bank transfer into the Licensor’s bank account.
- 2.2 The fees payable in respect of the Licence shall be those contained in the purchase order referred to in clause 2.1.1 or clause 2.1.2 or paid in accordance with clause 2.1.3.

### **3. GRANT OF LICENCE**

If you have issued an Order to the Licensor for a Licence and such Order has been accepted by the Licensor or if you have purchased a Licence pursuant to clause 2.1.3 then the Licensor grants to the Licensee a Licence to use the Saas Service and Documentation on the terms of this agreement.

### **4. SAAS SERVICE**

- 4.1 The Licensor shall, during the Saas Service Term, provide the Saas Service and make available the Documentation to the Licensee on and subject to the terms of this agreement.
- 4.2 The Licensor shall use commercially reasonable endeavours to make the Saas Service available 24 hours a day, seven days a week, except for:
  - 4.2.1 planned maintenance or upgrades for which the Licensor shall provide a minimum of 14 days’ notice; and
  - 4.2.2 unscheduled maintenance, provided that the Licensor has used reasonable endeavours to give the Licensee at least 6 Normal Business Hours’ notice in advance.

### **5. USE AND AUTHORISED USERS**

- 5.1 In relation to a Licence you may:
  - 5.1.1 use the Saas Service for your internal business purposes only in respect of the maximum number of Authorised Users specified in the Order;
  - 5.1.2 use any Documentation in support of the use permitted under clause 5.1.1 and such number of copies of the Documentation as are reasonably necessary for its lawful use.

### **6. SAAS SERVICE TERM**

Unless otherwise specified in writing by the Licensor the Saas Service will be provided for thirty-six months from the Saas Service Commencement Date. The provision of the Saas Service will renew annually every twelve months (the first such renewal taking place on the third anniversary of the Saas Service Commencement Date) and each subsequent renewal will take place on each anniversary date thereafter (the first renewal and each such renewal being referred

to as a “Saas Service Renewal Date”). In the event that the Licensee does not wish to renew the provision of the Saas Service notice of termination must be given to the Licensor at least 60 days prior to the next Saas Service Renewal Date. If notice of termination is given less than 60 days before the next Saas Service Renewal Date, then the fee for the provision of the Saas Service for the twelve months commencing on the next Saas Service Renewal Date will be payable in full and the provision of the Saas Service will be treated as terminated from the end of such twelve months commencing on the next Saas Service Renewal Date.

## **7. LICENSOR’S OBLIGATIONS**

- 7.1 The Licensor undertakes that the Saas Service will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Saas Service contrary to the Licensor's instructions, or modification or alteration of the Saas Service by any party other than the Licensor or the Licensor's duly authorised contractors or agents. If the Saas Service does not conform with the foregoing undertaking, Licensor will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Licensee with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Licensee's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Licensor:
  - 7.2.1 does not warrant that the Licensee’s use of the Saas Service will be uninterrupted or error-free; or that the Saas Service, Documentation and/or the information obtained by the Licensee through the Saas Service will meet the Licensee's requirements; and
  - 7.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee acknowledges that the Saas Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3 The Licensor warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

## **8. LICENSEE'S UNDERTAKINGS**

- 8.1 The Licensee undertakes that:
  - 8.1.1 it shall provide the Licensor with:
    - (i) all necessary co-operation in relation to this agreement; and
    - (ii) all necessary access to such information as may be required by the Licensor;

- 8.1.2 in order to provide the SaaS Service, including but not limited to Licensee Data, security access information and configuration services it shall comply with all applicable laws and regulations with respect to its activities under this agreement;
  - 8.1.3 it shall carry out all other Licensee responsibilities referred to in this agreement in a timely and efficient manner. In the event of any delays in the Licensee's provision of such assistance as agreed by the parties, the Licensor may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - 8.1.4 it shall ensure that only the maximum Authorised Users use the SaaS Service and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
  - 8.1.5 it shall obtain and shall maintain all necessary licences, consents, and permissions necessary for the Licensor, its contractors and agents to perform their obligations under this agreement,;
  - 8.1.6 it shall ensure that its network and systems comply with the relevant specifications provided by the Licensor from time to time; and
  - 8.1.7 it shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Licensor's data centres, and the Licensor shall have no liability for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Licensee's network connections or telecommunications links or caused by the internet.
- 8.2 The Licensee shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the SaaS Service that:
- 8.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 8.2.2 facilitates illegal activity;
  - 8.2.3 depicts sexually explicit images;
  - 8.2.4 promotes unlawful violence;
  - 8.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - 8.2.6 in a manner that is otherwise illegal or causes damage or injury to any person or property;
- and the Licensor reserves the right, without liability or prejudice to its other rights to the Licensee, to disable the Licensee's access to any material that breaches the provisions of this clause.
- 8.3 The Licensee undertakes that it shall not:

- 8.3.1 access all or any part of the SaaS Service and Documentation in order to build a product or service which competes with the SaaS Service and/or the Documentation; or
- 8.3.2 use the SaaS Service to provide services to third parties; or
- 8.3.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the SaaS Service and/or Documentation available to any third party except the Authorised Users, or
- 8.3.4 attempt to obtain, or assist third parties in obtaining, access to the SaaS Service and/or Documentation, other than as provided under this clause 8.

## **9. APPLICATIONS, UTILITIES, INTERFACES, EXTENSIONS AND CONTENT**

The Licensor will include in the Licence such of the Licensor's applications, utilities, interfaces, extensions and content as may have been specified in the Order. The costs in respect of such applications, utilities, interfaces, extensions and content shall be included within the fees payable for the Licence.

## **10. SUPPORT**

Support services will be provided to the Licensee and the costs in respect of such support shall be included within the fees payable for the Licence. A description of the support services is provided in Schedule 1. The terms and conditions pursuant to which the Licensor will provide the support services is referred to in Schedule 1 and (where expressly stated) in this Licence. If you wish to engage an Authorised Partner to provide support services then you should obtain all the relevant details relating thereto from the Authorised Partner.

## **11. CONSULTANCY AND TRAINING**

You may wish to engage the Licensor or an Authorised Partner to provide consultancy services and/or training services. A description of the consultancy services and/or training services offered by the Licensor is provided on its website. The terms and conditions pursuant to which the Licensor will provide the consultancy services and/or training services is referred to in Schedule 2 and where expressly stated in this agreement. The Licensor will only be obliged to provide consultancy services and/or training services if the Licensee has issued a purchase order for consultancy services and/or training services which the Licensor has accepted in writing. If you wish to engage an Authorised Partner to provide consultancy services and/or training services then you should obtain all the relevant details relating thereto from the Authorised Partner.

## **12. WEBFORMS AND APIs**

In the event that the Order accepted by the Licensor entitles the Licensee to use webforms and / or application programming interfaces (APIs) in conjunction with the Software then the Licensee hereby undertakes that it will only use webforms

and / or APIs in accordance with the transaction limits specified in the accepted Order. If you anticipate that you may exceed the transaction limits specified in the accepted Order, you will notify the Licensor before the limits are exceeded. The Licensor retains the right to audit the actual number of transactions compared to the transaction limits specified in the accepted Order.

### **13. PAYMENT**

- 13.1 The fees payable in respect of a Licence in respect of the first thirty-six months from the Licence Commencement Date shall (unless otherwise specified by the Licensor) be paid annually within 30 days of the date of the Licensor's invoice.
- 13.2 In the event that the Licensee wishes to increase the number of Authorised Users set out in the Licensee's Order for the Licence the Licensee shall notify the Licensor in writing. The Licensee shall pay the relevant fees for such additional Authorised Users within 30 days of the date of the Licensor's invoice. If such additional Authorised Users are added part way through any period, such fees shall be pro-rated for the remainder of the period.
- 13.3 Any fees or charges due under this Licence or in respect of any Services are exclusive of applicable taxes which shall be paid by the Licensee at the rate and in the manner for the time being prescribed by law.
- 13.4 The Licensor shall be entitled at any time and from time to time after the expiry of the first 36 months after the Licence Commencement Date to increase the fees payable in respect of the Licence by not more than 5% in respect of each 12 month period thereafter. In the event that the Licensor wishes to increase the fees by more than 5% then the Licensor shall give to the Licensee not less than 90 days' written notice prior to the expiry of a 12-month period.
- 13.5 If any sum payable under this Licence or in respect of any of the Services is not paid within 7 days after the due date then (without prejudice to the Licensor's other rights and remedies) the Licensor reserves the right to charge interest on such sum on a day to day basis (as well after as before any judgment) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 2 per cent above the base rate of National Westminster Bank plc (or such other London clearing bank as the Licensor may nominate) from time to time in force compounded quarterly. Such interest shall be paid by the Licensee on demand by the Licensor.
- 13.6 Any fees or charges due under this Licence or in respect of any Services provided by the Licensor shall be made without any deduction whether by way of set-off, counterclaim or otherwise.

### **14. INTELLECTUAL PROPERTY RIGHTS**

- 14.1 You acknowledge that all intellectual property rights in the Software, SaaS Service, Documentation, deliverables from Consultancy Services (Consultancy Service Deliverables, which for the avoidance of doubt includes changes or additions to the Software) and deliverables from Training Services (Training Service Deliverables)

anywhere in the world belong to the Licensor, that you have no rights in, or to, the Software, SaaS Service, Documentation, Consultancy Service Deliverables and Training Service Deliverables other than the right to use them in accordance with the terms of this agreement and that (in respect of a Licence) rights in the Software, SaaS Service, Documentation, Consultancy Service Deliverables and Training Service Deliverables are licensed (not sold) to you.

- 14.2 The Licensee acknowledges and agrees that the Licensor and/or its licensors own all intellectual property rights in the Software, SaaS Service, Documentation, Consultancy Service Deliverables and Training Service Deliverables. Except as expressly stated herein, this agreement does not grant the Licensee any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software, SaaS Service, Documentation, Consultancy Service Deliverables and Training Service Deliverables.
- 14.3 The Licensor undertakes at its own expense to defend the Licensee or, at its option, settle any claim or action brought against the Licensee alleging that use of the SaaS Service infringe the intellectual property rights of a third party (“**Claim**”) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Licensee as a result of or in connection with any such Claim. For the avoidance of doubt, clause 14.3 shall not apply where the Claim in question is attributable to use of the SaaS Service where the Claim results from any breach by the Licensee of this agreement.
- 14.4 If any third party makes a Claim, or notifies an intention to make a Claim against the Licensee, the Licensor's obligations under clause 14.3 are conditional on the Licensee:
  - 14.4.1 as soon as reasonably practicable, giving written notice of the Claim to the Licensor, specifying the nature of the Claim in reasonable detail;
  - 14.4.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Licensor (such consent not to be unreasonably conditioned, withheld or delayed);
  - 14.4.3 giving the Licensor and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Licensee, so as to enable the Licensor and its professional advisers to examine them and to take copies (at the Licensor's expense) for the purpose of assessing the Claim; and
  - 14.4.4 subject to the Licensor providing security to the Licensee to the Licensee's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such

action as the Licensor may reasonably request to avoid, dispute, compromise or defend the Claim.

14.5 Without prejudice to clause 14.3 if any Claim is made, or in the Licensor's reasonable opinion is likely to be made, against the Licensee, the Licensor may at its sole option and expense:

14.5.1 procure for the Licensee the right to continue using, the Saas Service in accordance with the terms of this agreement ;

14.5.2 modify the Saas Service so that it ceases to be infringing;

14.5.3 replace the Saas Service with non-infringing Saas Service; or

14.5.4 repay to the Licensee all sums which the Licensee has paid to the Licensor in respect of the Saas Service in the twelve months prior to Claim being made whereupon the Licensor shall cease to provide the Saas Service.

14.6 For the avoidance of doubt, the Licensor's responsibilities under clause 14.2 relate to the Saas Service provided by the Licensor and not to any other intellectual property used by the Licensee in conjunction with the Saas Service. The Licensee is responsible for procuring rights to any intellectual property owned by third parties other than that provided by the Licensor.

## **15. LICENSOR'S LIABILITY**

15.1 Nothing in this Licence or in any Schedule attached hereto shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation.

15.2 Subject to clause 15,1 the Licensor's liability for losses suffered by you arising out of or in connection with this Licence and arising out of or in connection with any of the Services provided by the Licensor under any of the Schedules attached hereto (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall exclude:

15.2.1 loss of income;

15.2.2 loss of business profits or contracts;

15.2.3 business interruption;

15.2.4 loss of the use of money or anticipated savings;

15.2.5 loss of information;

15.2.6 loss of opportunity, goodwill or reputation;

15.2.7 loss of, damage to or corruption of data; or

15.2.8 any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this clause 15.2 shall not prevent claims for direct financial loss that are not excluded by any of the categories set out in clauses 15.2.1 – 15.2.8.

- 15.3 For the avoidance of doubt, the Licensor shall not be liable for any loss to the Licensee of any kind whatsoever occasioned by a discrepancy in the assessment of residual risk or compliance produced by the SaaS Service and the actual residual risk or compliance of the Licensee.
- 15.4 Subject to clauses 15.1 and 15.2 the Licensor's liability in respect of any event or series of connected events:
- 15.4.1 under or in connection with this Licence (excluding any liability arising out of or in connection with any Services, whether in contract, tort (including negligence) or otherwise, shall be limited (subject to clause 18.4.10) to a sum equal to the Licence Fee paid by the Licensee in the 12 months prior to the relevant event occurring or (as the case may be) prior to the first event of a series of connected events occurring or (if less than 12 months have expired prior to the relevant event occurring (or as the case may be) prior to the first event of a series of connected events occurring) the Licence Fee payable by the Licensee in the 12 months during which the relevant event occurs or (as the case may be) the first event of a series of connected events occurs;
- 15.4.2 under or in connection with any of the Services whether in contract, tort (including negligence) or otherwise shall (subject to the further limitation referred to in paragraph 1.1.3 of Part 1 of Schedule 1) be limited to a sum equal to the fees paid by the Licensee for the relevant Service in the 12 months prior to the relevant event occurring or (if less than 12 months have expired prior to the relevant event occurring (or as the case may be) prior to the first event of a series of connected events occurring) the fees payable by the Licensee for the relevant Service in the 12 months during which the relevant event occurs or (as the case may be) the first event of a series of connected events occurs.
- 15.5 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the SaaS Service and Documentation and the provisions of this Licence and (where expressly stated) the Schedules set out the full extent of the Licensor's obligations and liabilities in respect of the Services. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence and in the Schedules (if applicable). Any condition, warranty, representation or other term concerning the supply of the SaaS Service and Documentation and the Services which might otherwise be implied into, or incorporated in, this Licence or the Schedules, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.
- 15.6 The Licensee shall be responsible for entering into all necessary licences of any third-party software which may be used in conjunction with the SaaS Service (as opposed, for the avoidance of doubt, to any third-party software embedded within the SaaS Service) and the Services. The Licensee shall indemnify and hold the

Licensor harmless against any costs, claims, damages or losses which it may suffer or incur as a result of the Licensee's breach of the terms of any such licence howsoever arising.

## **16. TERMINATION**

16.1 The Licensor may terminate this Licence and/or the provision of the Services immediately by written notice to you if:

16.1.1 you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or

16.1.2 a petition for a bankruptcy order to be made against you has been presented to the court; or

16.1.3 the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986); or

16.1.4 you take legal proceedings against the Licensor in respect of any intellectual property rights relating to the Saas Service and the Documentation (other than as a result of the Licensor's failure to comply with the provisions of clauses 14.3 – 14.5 of this Licence.

16.2 Upon termination of this Licence for any reason:

16.2.1 The Licensor shall cease to provide the Saas Service

16.2.2 all rights granted to you under this Licence shall cease;

16.2.3 you must cease all activities authorised by this Licence;

16.2.4 you must immediately pay to the Licensor any sums due to the Licensor under this Licence.

16.3 Upon termination of the Services:

16.3.1 the Licensor shall cease to provide the Services; and

16.3.2 you must immediately pay to the Licensor any sums due to the Licensor in respect of the Services.

16.4 Any termination of this Licence and/or provision of the Services (however occasioned) shall not affect any accrued right or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## **17. CONFIDENTIALITY**

The Licensor and the Licensee agree to maintain the confidentiality of any proprietary information received by the other party including non-public technical and business information ("Confidential Information") for a period of two (2) years after the termination of the later of this Licence and the provision of the Services (if applicable). Confidential Information shall not include publicly available or independently developed information. The receiving party of any Confidential Information of the other party agrees not to use said Confidential Information for any purpose except as necessary to fulfil its obligations and exercise its rights under this Licence and/or the provisions of the Services. The receiving party shall protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own confidential information and in no event less than reasonable care. After termination or expiration of this Licence, each party shall return to the other party any Confidential Information of the other party received during the term of this Licence. Notwithstanding the foregoing, the existence of this Licence and the identity of the Licensed SaaS Service and the parties to this Licence may be disclosed for business purposes by either party. The Licensor may also for business purposes, issue mutually agreed upon press releases, and distribute information, including the Licensee's name and logo and any endorsement by the Licensee regarding its use of the SaaS Service.

## **18. LICENSEE DATA**

- 18.1 The Licensee shall own all right, title and interest in and to all of the Licensee Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Licensee Data.
- 18.2 The Licensor shall follow its back up procedures for Licensee Data as set out in its Software Service Description for the STREAM SaaS available from the Licensor. In the event of any loss or damage to Licensee Data, the Licensee's sole and exclusive remedy shall be for the Licensor to use reasonable commercial endeavours to restore the lost or damaged Licensee Data from the latest back-up of such Licensee Data maintained by the Licensor in accordance with the back up procedure described in its Software Service Description for the STREAM SaaS. The Licensor shall not be responsible for any loss, destruction, alteration or disclosure of Licensee Data caused by any third party (except those third parties sub-contracted by the Licensor to perform services related to Licensee Data maintenance and back-up).
- 18.3 The Licensor shall, in providing the Services, comply with its Software Service Description for the STREAM SaaS relating to the privacy and security of the Licensee Data available from the Licensor, as such document may be amended from time to time by the Licensor in its sole discretion.
- 18.4 Each party shall comply with all applicable requirements of the Data Protection Legislation. Clauses 18.4 to clause 18.14 are in addition to, and do not relieve,

remove or replace, a party's obligations or rights under the Data Protection Legislation.

- 18.5 The parties acknowledge that for the purposes of the Data Protection Legislation, the Licensee is the Controller and the Licensor is the Processor. Clause 18.7 sets out the scope, nature and purpose of Processing by the Licensor, clause 18.12.5 sets out the duration of the Processing, clause 18.8 sets out the types of Personal Data and clause 18.9 sets out the categories of Data Subject.
- 18.6 Without prejudice to the generality of clause 18.4, the Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Licensor for the duration and purposes of this agreement.
- 18.7 The scope, nature and purpose of the Licensor's Processing of Personal Data on the Licensee's behalf under this agreement is to enable the Licensor to provide the SaaS Service and any other Services to the Licensee.
- 18.8 The types of Personal Data which the Licensor may process on the Licensee's behalf under this agreement are:
  - 18.8.1 login details (such as name, email address of users of the SaaS Service);
  - 18.8.2 audit records relating to users' use of the SaaS Service which can include creation, editing and deletion of records about those users; and
  - 18.8.3 data added by users of the SaaS Service into 'configurable fields' or other 'free text' fields of the SaaS Service, which can include any information the Licensee (or relevant user) may decide to include. For example, information about: issues (which may name the Licensee's employees and include details about the issue); security breaches, such as where an employee of the Licensee may have lost a laptop or similar incident; and any other details which the Licensee or the users of the SaaS Service decide to include in a configurable field, from time to time. The Licensor may also upload such data for and on behalf of the Licensee, at the Licensee's request;
- 18.9 The categories of Data Subject which the Licensor may process on the Licensee's behalf under this agreement are:
  - 18.9.1 users of the SaaS Service which may include: Authorised Users, the Licensee's employees, subcontractors (and the sub-contractor's employees) and any other users which the Licensee allows to access and use the SaaS Service in accordance with the terms of this agreement; and
  - 18.9.2 the Licensee's other employees who are not users of the SaaS Service or any other data subject about whom the Licensee (or users of the SaaS Service) input data into configurable fields or other free text fields (as described under clause 18.8) from time to time, or which the Licensor adds for or on behalf of the Licensee, at the Licensee's request.

18.10 Without prejudice to the generality of clause 18.4, where the Licensor processes any Personal Data on the Licensee's behalf when performing its obligations under this agreement, the Licensor shall:

18.10.1 process that Personal Data only on the documented instructions of the Licensee unless the Licensor is required by Domestic Law to otherwise process that Personal Data. Where the Licensor is relying on Domestic Law as the basis for processing Personal Data, the Licensor shall promptly notify the Licensee of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Provider from so notifying the Customer;

18.10.2 assist the Licensee, at the Licensee's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, Data Protection Impact Assessments and consultations with the Commissioner or regulators;

18.10.3 notify the Licensee immediately if it considers that any of the Licensee's instructions infringe the Data Protection Legislation;

18.10.4 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); and

18.10.5 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

18.10.6 maintain complete and accurate records and information to demonstrate its compliance with clause 18.4 to clause 18.14 and allow for audits by the Licensee or the Licensee's designated auditor;

18.10.7 without undue delay notify the Licensee of any Personal Data Breach; and

18.10.8 at the written direction of the Licensee, delete or return Personal Data and copies thereof to the Licensee on termination of the agreement unless required by Domestic Law to store the Personal Data.

18.11 The Licensee agrees that the Licensor may transfer Personal Data to countries outside the United Kingdom for the purpose of providing the SaaS Service or any

other Services provided that, where applicable, all transfers by the Licensor of Personal Data to such recipients are in accordance with such safeguards or other mechanism(s) for such transfers of Personal Data as may be permitted under the Data Protection Legislation from time to time, subject to clause 18.12.

18.12 Where the Licensee requires the Licensor to transfer Personal Data for the purpose of providing the SaaS Service or any other Services to a country outside the United Kingdom which is not subject to an adequacy regulation under the Data Protection Legislation then, if and when necessary to comply with the Data Protection Legislation:

18.12.1 the Licensee will enter into with the applicable third party recipient of the Personal Data, standard data protection clauses authorised under the Data Protection Legislation for the international transfer of Personal Data that provide sufficient safeguards for the relevant transfer, and will provide evidence to the Licensor that it has done so, on request; and

18.12.2 where the data protection clauses referred to in clause 18.12.1 are not entered into for any reason, or where otherwise required to comply with applicable law (including Data Protection Laws), the Licensee will procure that, prior to the transfer, the relevant data subjects provide valid consent to the transfer for the purposes of the Data Protection Laws, and the Licensee will provide evidence of such consents to the Licensor on request;

18.12.3 the Licensee will maintain complete and accurate records and information to demonstrate its compliance with clause 18.4 to clause 18.14 and allow for audits by the Licensee or the Licensee's designated auditor;

18.12.4 the Licensee will without undue delay notify the Licensee of any Personal Data Breach;

18.12.5 the Licensee will at the written direction of the Licensee, delete or return Personal Data and copies thereof to the Licensee on termination of the agreement unless required by Domestic Law to store the Personal Data.

18.13 The Licensor's total liability to the Licensee arising out of or in connection with any and all Personal Data Breaches, whether in contract, tort (including negligence) or otherwise shall be limited to £1,000,000.

18.14 The Licensee consents to the Licensor appointing third-party Processors of Personal Data under this agreement. The Licensor confirms that it has entered or (as the case may be) will enter with the third-party Processor into a written agreement incorporating terms which are substantially similar to those set out in clause 18.10 to clause 18.12 and this clause 18.14 and in either case which the Licensor undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Licensee and the Licensor, the Licensor shall remain fully liable for all acts or omissions of any third-party Processor appointed by it pursuant to this clause 18.14.

## 19. THIRD PARTY PROVIDERS

The Licensee acknowledges that the SaaS Service 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 Licensor makes no representation 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 Licensee, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Licensee and the relevant third party, and not the Licensor. The Licensor recommends that the Licensee refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Licensor does not endorse or approve any third-party website nor the content of any of the third-party website made available via the SaaS Service.

## **20. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 20.1 This Licence and the provisions of the Schedules are binding on you and us, and on our respective successors and assigns.
- 20.2 You may not transfer, assign, charge or otherwise dispose of this Licence or the provisions of the Schedules, or any of your rights or obligations arising under them, without our prior written consent.
- 20.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of this Licence.
- 20.4 We may transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations in respect of the Services.

## **21. NOTICES**

All notices given by you to us must be given to Acuity Risk Management Limited at the postal address provided on our website or via the Contact Us page on our website. We may give notice to you at either the e-mail or postal address you provided when downloading the Software or when purchasing the Software or Services. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **22. EVENTS OUTSIDE OUR CONTROL**

- 22.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence or any of the Schedules that is caused by events outside our reasonable control (**Force Majeure Event**).

- 22.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 22.2.1 strikes, lock-outs or other industrial action;
  - 22.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - 22.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - 22.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - 22.2.5 impossibility of the use of public or private telecommunications networks;
  - 22.2.6 the acts, decrees, legislation, regulations or restrictions of any government.
- 22.3 Our performance under this Licence and/or under the Schedules is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence and/or under the Schedules may be performed despite the Force Majeure Event.

## **23. WAIVER**

- 23.1 If we fail, at any time during the term of this Licence or whilst carrying out our obligations under the Schedules, to insist upon strict performance of any of your obligations under this Licence, or if we fail to exercise any of the rights or remedies to which we are entitled under this Licence or the Schedules, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 23.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 23.3 No waiver by us of any of the terms and conditions of this Licence and/or the Schedules shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **24. SEVERABILITY**

If any of the terms of this Licence and/or the Schedules are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **25. ENTIRE AGREEMENT**

- 25.1 This Licence, the Schedules and any document expressly referred to in them constitute the whole agreement between us and supersedes any previous arrangement, understanding or agreement between us, relating to the licensing of the Software and Documentation and the provisions of the Services.
- 25.2 We each acknowledge that, in entering into this Licence or obligations in respect of any of the Schedules (and the documents referred to in them), neither of us relies on any statement, representation, assurance or warranty (**Representation**) of any person (whether a party to this Licence or not) other than as expressly set out in this Licence or the Schedules or those documents.
- 25.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in this Licence and/or the Schedules.
- 25.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **26. ANONYMISED STATISTICAL DATA**

When you use the SaaS service, we may create anonymised statistical data from your usage of the service. We may use this data for our own purposes, such as to provide and improve our SaaS service, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.

## **27. MICROSOFT LICENSES**

In addition to the terms of our Agreement, your use of any Microsoft® software is governed by: (i) Microsoft's licence terms for client or redistributable software, (ii) Microsoft's licence terms for use of Microsoft software on the Software Service under the licence mobility program, and (iii) any use restrictions on your use of the Microsoft software as indicated in your Order, such as a limitation on the number of users (a "SAL" licence).

## **28. NO HIGH RISK USE**

You may not use the SaaS Service in any situation where failure or fault of the SaaS Service could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the SaaS Service in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical support devices.

## **29. LAW AND JURISDICTION**

- 29.1 This Licence, its subject matter or its formation (including non-contractual disputes or claims) and the provisions of the Schedules shall be governed by and construed in accordance with English law and (subject to clause 29.2) submitted to the jurisdiction of the English courts.
- 29.2 Notwithstanding the provisions of clause 29.1 it is agreed that nothing therein shall limit the right of the Licensor to take proceedings against the Licensee in any other court of competent jurisdiction.

## SCHEDULE 1

### PART 1 - SOFTWARE SUPPORT CONDITIONS

#### 1 Support services

1.1 The Licensor shall provide the Licensee with the following support services (“**Support Services**”):

- 1.1.1 If the Licensee shall discover that the SaaS Service (as defined in the Licence to which this Schedule is attached) (“**the Licence**”) fails to perform in accordance with the functions described in the Documentation (as defined in the Licence) then the Licensee shall within 14 days after such discovery notify the Licensor in writing of the defect or error in question and if reasonably practicable provide the Licensor with a documented example of such defect or error.
- 1.1.2 The Licensor shall thereupon promptly investigate the reported defect or error and thereafter use its reasonable endeavours to respond within the First Response Time referred to in Part 2 of this Schedule 1 and to correct promptly such defect or error by the Target Resolution Time referred to in Part 2 of this Schedule 1. Provided the Licensor has in its reasonable opinion been able to rectify the defect or error, it shall, forthwith upon such correction being completed, or upon the Licensor independently becoming aware of an error requiring correction, notify the Licensee of the rectification together with appropriate amendments to the Documentation specifying the nature of the correction and providing instructions for the proper use of the corrected version of the SaaS Service. The Licensor shall provide the Licensee with all assistance reasonably required by the Licensee to enable the Licensee to make use of the corrected version of the SaaS Service.
- 1.1.3 If, for any reason, the Licensor has not in its reasonable opinion been able to rectify the defect or error within 60 days of the Target Resolution Time referred to in Part 2 of Schedule 1, it shall immediately notify the Licensee and provided the failure substantially hinders or prevents the Licensee from using a material part of the functionality of the Software, the Licensee shall be entitled to terminate the provisions of Support Services under this Schedule 1 forthwith by giving written notice to the Licensor and whereupon the Licensor shall refund the fees paid by the Licensee in respect of the remaining period of the Licence. The provisions of this paragraph 1.1.3 shall constitute the Licensor’s entire liability for failure to rectify the defect or error and no further sum shall be payable by the Licensor in respect of such termination.

1.1.4 The foregoing error correction service shall not include the provision of services in respect of:

1.1.4.1 use of the SaaS Service other than in accordance with the Documentation;

1.1.4.2 operator error in the use of the SaaS Service;

1.1.4.3 any defect or error in any computer used by the Licensee to access the SaaS Service;

1.1.5 The Licensor shall make an additional charge in accordance with its standard scale of charges from time to time in force for any services provided by the Licensor:

1.1.5.1 at the request of the Licensee but which do not qualify under the aforesaid error correction service by virtue of any of the exclusions referred to in paragraph 1.1.4 above; or

1.1.5.2 at the request of the Licensee but which the Licensor finds are not necessary.

For the avoidance of doubt nothing in this paragraph shall impose any obligation on the Licensor to provide services in respect of any defect, error or circumstance arising due to any of the exclusions referred to in paragraph 1.1.4.

1.1.6 If the Licensee shall discover that the Documentation does not provide adequate or correct instruction for the proper use of any facility or function set out in the Documentation for an adequately trained and experienced user then the Licensee shall notify the Licensor in writing of the fault in question within 14 days after such discovery. The Licensor shall thereupon promptly correct the fault and provide the Licensee with appropriate amendments to the Documentation.

## 1.2 Advice

The Licensor shall provide the Licensee during Normal Business Hours with such technical advice by any of the telecommunications (including but not limited to electronic mail telephone calls facsimile transmission or postal mail) as shall be reasonably necessary to resolve the Licensee's difficulties and queries in using the SaaS Service. For the avoidance of doubt, the Licensor shall not be obliged to provide such technical advice in respect of any difficulties or queries which arise by reason of any of the matters described in paragraph 1.1.4.

## 2 Licensee's obligations

2.1 During the period that the Licensor provides the Support Services the Licensee shall:

- 2.1.1 not request, permit or authorise anyone other than the Licensor or its Authorised Partners to provide any support services in respect of the SaaS Service or the Documentation;
- 2.1.2 co-operate fully with the Licensor's personnel in the diagnosis of any error or defect in the SaaS Service or the Documentation;
- 2.1.3 make available to the Licensor free of charge all information, facilities and services reasonably required by the Licensor to enable the Licensor to perform the Support Services including, where required and in accordance with mutually agreed security procedures, without limitation on-line access, and
- 2.1.4 provide such telecommunication facilities as are reasonably required by the Licensor for testing and diagnostic purposes at the Licensee's expense.

## PART 2 – SERVICE LEVELS

Incidents will be classified into the following Priority Levels:

- **Critical** – severe business impact; e.g., STREAM is unusable resulting in total disruption of work - affects a large regional or global group of users with one or more business critical applications or business processes being disabled
- **High** – high business impact; e.g., major STREAM feature/function failure with operations being severely restricted - affects a large group of users, and/or a business critical application or business process
- **Medium** – low or medium business impact affecting only non-business critical applications or business processes; e.g., minor STREAM feature/function failure or affects only a single user, who cannot work at all, and/or a small group of users, who cannot work with a specific application or business process
- **Low** – Very limited business impact affecting only non-business critical applications or business processes; e.g., minor problem with STREAM, or affects only a single user, who cannot use a single application or business process.

The following response times apply to each Priority Level:

| Priority Level | First Response Time | Target Resolution Time |
|----------------|---------------------|------------------------|
| Critical       | 30 minutes          | 4 hours                |
| High           | 1 hour              | 8 hours                |
| Medium         | 1 hour              | 72 hours               |
| Low            | 2 hours             | 240 hours              |

First Response Times and Target Resolution Times refer to Normal Business Hours.

## SCHEDULE 2

### CONSULTANCY AND TRAINING SERVICES

#### 1. Consultancy and Training services

- 1.1 Subject to the payment by the Licensee of the charge referred to in paragraph 4 below the Licensor shall provide the Licensee with the consultancy services and/or training services specified in the Licensee's purchase order requesting consultancy services and/or training services (and accepted by the Licensor as referred to in paragraph 1.2) ("**Accepted Purchase Order**"), (as referred to in paragraph 4 below) or in a statement of work or proposal referred to in the Accepted Purchase Order ("**Statement of Work**" and "**Proposal**") or agreed separately between the Licensee and Licensor ("**Consultancy Services**" and "**Training Services**" (as the case may be)).
- 1.2 The Licensee hereby acknowledges that by issuing a purchase order referring to a Statement of Work or Proposal the Licensor may accept such purchase order by commencing the Consultancy Services and/or Training Services (as the case may be) and that there shall be no further need for the Licensee to sign the Statement of Work or Proposal which shall become binding on the Licensor and the Licensee as soon as the Licensor has accepted the purchase order requesting Consultancy Services or Training Services either in writing or by commencing the work referred to in the Statement of Work or Proposal.

#### 2. Licensee's Obligations

The Licensee shall make available to the Licensor free of charge all information, facilities and services reasonably required by the Licensor to enable the Licensor to perform the Consultancy Services and/or Training Services. In the event of a delay in Licensee's performance of any of these obligations, or any other delays caused by the Licensee, the Licensor may adjust its obligations and timetable set out in the Statement of Work or Proposal as reasonably necessary to account for such delays.

#### 3. Duration

The Licensor shall provide the Consultancy Services and/or Training Services for the period specified in the Accepted Purchase Order.

#### 4. Charges and payment

In consideration of the Consultancy Services and/or Training Services the Licensee shall pay the charge specified in the Accepted Purchase Order. Such charge shall become due and payable within 30 days after receipt by the Licensee of the

Licensor's invoice therefor and no payment shall be considered made until it is received by the Licensor in cleared funds.

## **SCHEDULE 3**

### **FAIR USAGE POLICY**

#### **1. General**

Through this Fair Usage Policy we seek to ensure an optimal, as well as fair, user experience for all our customers.

We monitor the SaaS Service according to a Fair Usage Policy. This Fair Usage Policy has been created to prevent improper or abnormal use of the SaaS Service, so we can offer all our customers an excellent user experience. The Fair Usage Policy comprises, but is not limited to, elements such as storage, traffic and compute – this includes for example file storage, database size, the amount of internal and external network traffic including web traffic, the number of webforms sent from and received by our servers, and the amount of and length of database and API requests – including CPU time, memory use and queue lengths.

We do not charge extra costs when the SaaS Service is used reasonably and normally. When we determine the scope of fair use we take into account your contract, the observed use of all our customers, technical advances and the current price rate of all necessary assets. If we detect something out of the ordinary in your SaaS Service usage, we'll contact you to discuss the situation and potential alternatives. In extreme cases, we may be required to limit the SaaS Service usage (e.g. limit your access to available storage, bandwidth, database usage, API usage or allowed webforms).

#### **2. Storage**

Within your SaaS environment you can store documents, website resources, as well as data and transactions in the database. The amount of storage will depend on your type of contract and number of users. We've made sure that customers have plenty of disk space when the solutions are used normally. You can always request the actual size of your data storage from our support desk. You can also free up more storage by removing data yourselves, or asking us to help you with a clean-up-service. If we detect that your organisation saves more data than we consider to be fair and normal, we'll contact you to discuss the situation. It's possible to expand your storage and at that point we'll contact you to discuss alternative storage options.

#### **3. Network Traffic and Bandwidth**

To prevent a negative effect of excessive network traffic on your user experience or that of others, we monitor the traffic. We compare your use to the average use of all our SaaS Service customers with the same contract. With normal use you don't have to worry about the network bandwidth available to you. If we detect a situation that could lead to a decrease in service, we will contact you to discuss the situation. In some situations, we may intervene by limiting the available bandwidth.

#### **4. API calls and Webforms**

We maintain broad margins for API calls and webforms usage based on the average use of our SaaS Service customers with similar contracts. With normal use, you won't notice a thing. When we detect abnormal values that could negatively impact the service, we may limit the number of API calls and webforms you can send, or take other action as appropriate. Before we do this, or in urgent situations immediately after doing so, we'll always contact you to discuss possible solutions.

#### **5. Compute and Load**

To prevent a negative effect of excessive use of compute resources, on your user experience or that of others, we monitor the compute resources. We compare your use to the average use of all our SaaS Service customers with the same contract. With normal use you don't have to worry about the compute services available to you. Where increased usage is caused by the normal growth of users and customers, we will scale the resources available. If we detect a situation that reflects abnormal use or that could lead to a decrease in service, we will contact you to discuss the situation. In some situations, we may intervene by limiting the available compute resource.

#### **6. Urgent and Extreme Cases**

In an urgent or extreme case, for example where services are likely to be significantly impacted, or where we believe your system or ours is under attack (a DDOS - denial of service attack for instance) or where we believe your system or ours has been compromised (for example a hacker or potential a security breach) we may stop the services, or temporarily block your access to them. Before we do this, or in urgent situations immediately after doing so, we'll always contact you to discuss possible solutions.

In some cases, even without an attack or breach, if your use of the services continues to impact other users, is expected to do so, or is generating costs to us that are not normal when compared to other customers on the same contract and make our service to you unprofitable to maintain, we may isolate your services and pass the costs onto you. Before we do this, or in urgent situations immediately after doing so, we'll always contact you to discuss possible solutions.