DATED

SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT (AGREEMENT)

between

Opsmatix Systems Limited trading as Jaid (Supplier)

and

[Customer Entity] (Customer)

CONTENTS

CLAUSE

SCHEDULE

This agreement is dated [DATE].

PARTIES

(1) Opsmatix Systems Limited trading as Jaid, a private limited company registered in England under company number 11679321 having its principal place of business is at The Leather Market, Unit 11.1.1, Weston Street, London, SE1 3ER **(Supplier)**.

(2) [Customer Entity], a company incorporated and registered in [...] **(Customer)**.

BACKGROUND

(A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-user basis for the purpose of case management and workflow automation.

(B) The Customer wishes to use the Supplier's service in its business operations.

(C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.

AGREED TERMS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Artificial Intelligence Solution: any artificial intelligence solution including but not limited to artificial intelligence models provided by the Supplier as part of the Services.

Authorised Users: those employees, agents and independent contractors of the Customer, its subsidiaries and affiliates, who are authorised by the Customer to use the Services 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.

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

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.1.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services and any data generated by, or derived from the Customer's use of the Services, whether hosted or stored within the Services or elsewhere.

Cybersecurity Requirements: all laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards and sanctions, applicable to

either party, relating to security of network and information systems and security breach and incident reporting requirements, including the Data Protection Legislation, the Cybersecurity Directive (*(EU) 2016/1148*), Commission Implementing Regulation (*(EU) 2018/151*), the Network and Information Systems Regulations 2018 (*SI 506/2018*), all as amended or updated from time to time.

Documentation: the document(s) made available to the Customer by the Supplier which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this agreement.

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

Incident: any Vulnerability, Virus or security incident which:

a) may affect the Software or the Services;

b) may affect the Supplier's network and information systems, such that it could potentially affect the Customer or the Software or the Services; or

c) is reported to the Supplier by the Customer.

Initial Subscription Term: the initial term of this agreement as set out in Schedule 1.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Known Vulnerability: any Vulnerability that has either:

a) been assigned a Common Vulnerabilities and Exposures (CVE) number;

b) been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST) from time to time; or

c) been disclosed on the internet, or any open public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice.

Latent Vulnerability: any instances of typical classes of Vulnerability, including without limitation buffer overflows, cross-site scripting (XSS) and Structure Query Language (SQL) injection.

Customer Mandatory Policies: the Customer's business policies listed in Schedule 2, as amended by notification to the Supplier from time to time.

Mitigate: the taking of such reasonable steps that would be taken a prudent supplier in accordance with Good industry Practice to mitigate against the Incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or functionality in their entirety) provided these are approved by the Customer in writing in advance, and the terms **Mitigated** and **Mitigation** shall be construed accordingly.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Renewal Period: the period described in clause 14.1.

Services: the subscription services provided by the Supplier to the Customer under this agreement, the specifics of each Service subscribed for as described in the Schedules.

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

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions for a given Service (including fees associated with additional user subscriptions).

Subscription Term: has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Supplier Mandatory Policies: the Supplier's further business policies listed in Schedule 2, as amended by notification to the Customer from time to time.

Support Services Policy: the Supplier's policy for providing support in relation to the Services as made available to the Customer from time to time.

User Subscriptions: the user subscriptions for a given service purchased by the Customer pursuant to clause 8.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.9 A reference to writing or written excludes faxes and includes e-mail.

1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. User subscriptions

2.1 The Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services (each Service as described in the Schedules) and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that:

(a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

(b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

(c) it shall, no more frequently than once per year, permit the Supplier or the Supplier's designated auditor to audit the Services, or use the Supplier's requested software reporting, to verify that the Customer's use of the Services does not exceed the number of User Subscriptions purchased by the Customer;

(d) if any of the audits referred to in clause 2.2(c)) reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph 1 of Schedule 1 in accordance with clause 8.

2.3 The Customer shall not knowingly:

(a) distribute or transmit to the Supplier, via the Services, any Virus, Known Vulnerability or Latent Vulnerability;

(b) store, access, publish, disseminate, distribute or transmit via the Services any material which:

(i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(ii) facilitates illegal activity;

(iii) depicts sexually explicit images;

(iv) promotes unlawful violence;

(v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(vi) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, on no less than thirty (30) days' prior written notice to the Customer, such notice specifying the breach of this clause and requiring it to be remedied within the thirty (30) day period, to disable the Customer's access to the Services for the duration of time that the breach remains unremedied.

2.4 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, an Artificial Intelligence Solution, and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, an Artificial Intelligence Solution, or the Services;

(b) access all or any part of the Services, an Artificial Intelligence Solution, and Documentation in order to build a product or service which competes with the Services, an Artificial Intelligence Solution, and/or the Documentation;

(c) use the Services, an Artificial Intelligence Solution, and/or Documentation to provide services to third parties;

(d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, an Artificial Intelligence Solution, and/or Documentation available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services, an Artificial Intelligence Solution, and/or Documentation, other than as provided under this clause 2.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, an Artificial Intelligence Solution, and/or the Documentation and, if there is any such unauthorised access or use, promptly notify the Supplier.

2.6 The rights provided under this clause 2 are granted to the Customer and any subsidiary or holding company of the Customer.

3. Additional user subscriptions

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Schedules and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.

3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing and the Supplier shall activate the additional User Subscriptions within fourteen (14) days of the Customer's request.

3.3 The Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out Schedule 1 and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. Services

4.1 The Supplier shall, during the Subscription Term, provide the Services (each Service as described in the Schedules) and make available the Documentation to the Customer on and subject to the terms of this agreement.

4.2 The Supplier shall use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and

(b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

If the Services availability drops below 99% per quarter, the Supplier shall pay to the Customer service credits in the amounts set out in Schedule 1.

4.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy on no less than ninety (90) days' notice in writing to the Customer and shall ensure that any amendment to the Support Services Policy does not adversely affect, reduce, or change the Support Services. If the Customer does not agree to the Supplier's updated Support Services Policy, the Customer may terminate this agreement on no less than thirty (30) days' prior written notice to the Supplier.

5. Data protection and data privacy

5.1 The Supplier ensures the following practices in relation to data protection and data privacy:

(a) Maintain appropriate physical, technical and administrative measures to ensure that processing of PII data carried out by the Supplier in connection with this Agreement meets and ensures protection of the rights of individuals under the EU GDPR 2016 / 679 or UK Data Protection Act 2018.

(b) Process the PII data only to the extent and in the manner required for the permitted purpose and in accordance with the Supplier 's written instructions (including the instructions set out in this Agreement), and not for any other reason.

(c) Process the PII data in accordance with the Data Protection Legislation and will not put itself or the Customer in violation of it.

(d) The Supplier shall promptly provide a copy of all Customer data it holds in the format and on the media reasonably requested by the Customer upon written request.

(e) The Supplier may only authorise a third party or sub-contractor to process the personal data if it enters into a written agreement with sub-contractors who will be processing personal data that reflects the requirements of Data Protection Legislation and with similar obligations as are imposed on the Supplier by this Agreement and provided that the sub-contractor's right to process Customer personal data terminates automatically on termination of this Agreement for any reason.

5.2 Any subcontracting or transfer of Personal Data permitted by the Customer shall not relieve the Supplier of any of its liabilities, responsibilities, and obligations under this Agreement to the Customer and the Supplier shall remain fully liable for the acts and omissions of its permitted subcontractors.

5.3 Notwithstanding anything to the contrary in these terms, the Supplier may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the Products solely for internal business purposes (including, but not limited to, improving the Products, and creating new features) and such anonymized and aggregate data shall not be considered Customer data.

6. Supplier's obligations

6.1 The Supplier shall perform the Services in accordance with the Documentation and with reasonable skill and care in accordance with Good Industry Practice.

6.2 The Supplier's obligations at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the terms of clause 7.1, Supplier will, at its expense, and without prejudice to customer's other rights or remedies, correct any such non-conformance promptly.

6.3 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

6.4 The Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.5 The Supplier confirms and undertakes that:

(a) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement;

(b) it will comply with all applicable laws and regulations with respect to its obligations under this agreement as well as the Customer Mandatory Policies and the Cybersecurity Requirements;

(c) it will co-operate with the Customer in all matters relating to the Services and comply with the Customer's instructions;

(d) it will not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and

(e) it will notify the Customer in writing immediately upon the occurrence of a change of control of the Supplier.

(f) the Software will be free from Viruses and will operate substantially in accordance with the description as set out in Schedule 3 and does not imply functionality beyond documented specifications. In the event that the Software fails to comply with any of its specifications as set out in Schedule 3, the Customer must notify the Supplier within thirty (30) calendar days from the discovery of such non-compliance. Upon receipt of such notification, the Supplier shall have a thirty (30) calendar day cure period to address and rectify the identified issue. This clause 6.5(f) specifically excludes errors or issues arising from misuse, modifications, unauthorised changes, or incorrect installation by parties other than by the Supplier.

6.6 The Supplier:

(a) confirms that the Services are ISO/IEC 27001 accredited;

(b) in relation to the Software and the Services shall maintain such accreditation(s) and certifications throughout the term of this agreement;

(c) shall provide to the Customer with a complete copy of each audit or other report received by the Supplier in connection with such accreditation(s) and certification(s) within 10 Business Days after the Supplier's receipt of such report; and

(d) shall take all reasonable steps not to introduce any Viruses or Known Vulnerabilities or Latent Vulnerabilities into the Customer's network and information systems via the Services or Software or otherwise.

7. Customer's obligations

7.1 The Customer shall:

(a) provide the Supplier 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 Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement; and

(c) ensure that its network, systems and treatment of user credentials comply with the relevant specifications provided by the Supplier from time to time.

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

8. Charges and payment

8.1 The Customer shall pay all fees, including the Subscription Fees for the User Subscriptions, to the Supplier in accordance with this clause 8 and the Schedules.

8.2 The Customer shall on the Effective Date provide to the Supplier valid, up-to-date and complete credit card details or approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

(a) its credit card details to the Supplier, the Customer hereby authorises the Supplier to bill such credit card:

(i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(ii) subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;

(b) its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:

(i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(ii) subject to clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;

and the Customer shall pay each invoice within 30 days after the date of such invoice.

8.3 If the Supplier has not received payment within 30 days after the due date, and as the Supplier's sole remedy, interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.4 All amounts and fees stated or referred to in this agreement:

(a) shall be payable in United States dollars ("US$");

(b) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

8.5 If, at any time whilst using the Services, the Customer exceeds the amount of data storage specified in the Documentation, the Supplier shall charge the Customer, and the Customer shall pay, the Supplier's then current excess data storage fees. The Supplier's excess data storage fees current as at the Effective Date are set out in the Schedules.

8.6 The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3, the support fees payable pursuant to clause 4.3 and/or the excess storage fees payable pursuant to clause 8.5 at the start of each Renewal Period upon 90 days' prior notice to the Customer and the Schedules shall be deemed to have been amended accordingly.

9. Proprietary rights

9.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services, Software, all Artificial Intelligence Solutions and the Documentation. Except as expressly stated in this agreement, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences including but not limited to all

other Intellectual Property Rights in respect of the Services, Software, any Artificial Intelligence Solution or the Documentation.

9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. Confidentiality

10.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with discussions, evaluations, potential business transactions between the parties regarding the provision of Software as a Service (SaaS) and/or Artificial Intelligence Solutions by the Supplier to the Customer, and the provision of said services themselves, including but not limited to:

(a) the terms of this agreement or any agreement entered into in connection with this agreement;

(b) any information that would be regarded as confidential by a reasonable business person relating to:

(i) the business, assets, affairs, customers, clients, suppliers, or plans , intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);

(c) any information developed by the parties in the course of carrying out this agreement and the parties agree that:

(i) details of the Services, and the results of any performance tests of the Services, shall constitute Supplier Confidential Information; and

(ii) Customer Data shall constitute Customer Confidential Information.

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

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

(a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

(b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

(c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

(d) the parties agree in writing is not confidential or may be disclosed.

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

(a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement**;** or

(b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 10.

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

(a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

(b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

10.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.6 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.

10.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.

10.8 On termination or expiry of this agreement, each party shall:

(a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

(b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and

(c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 14 (Termination).

10.9 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10.10 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

10.11 The above provisions of this clause 10 shall survive for a period of five (5) years from termination or expiry of this agreement.

11. Security of network and information systems

11.1 The Supplier confirms that the information in Schedule 3 on the security of its network and information systems is up to date and accurate and that it will update the Customer within fourteen (14) business days if there are any changes to such information.

11.2 The Supplier shall notify the Customer immediately it becomes aware of any Incident, and respond without delay to all queries and requests for information from the Customer about any Incident, whether discovered by the Supplier or the Customer, in particular bearing in mind the extent of any reporting obligations the Customer may have under the Network and Information Systems Regulations 2018 (NIS Regulations) and Data Protection Legislation and that the Customer may be required to comply with statutory or other regulatory timescales.

11.3 The Supplier will use its best endeavours to ensure the continuity of the Services at all times in accordance with the information on business continuity management set out in Schedule 3 and any relevant policies referred to in clause 11.5(a), with a view to ensuring the continuity of any services to be provided by the Customer that rely on the Services or Software.

11.4 The Supplier agrees to co-operate with the Customer in relation to:

(a) all aspects of its compliance with the NIS Regulations (if applicable);

(b) any requests for information, or inspection, made by any regulator (including in connection with the NIS Regulations);

(c) any request for information made in respect of any of the information provided in Schedule 3 or any of the policies referred to in clause 11.5(a); and

(d) any Incident.

11.5 The Supplier shall (and represents that it shall) at all times in accordance with Good Industry Practice:

(a) implement, operate, maintain, and adhere to, appropriate policies to cover the issues specified in Schedule 3, including an incident management process which shall enable the Supplier, as a minimum, to discover and assess Incidents, and to prioritise those Incidents, sufficient to meet its reporting obligations under clause 11.2; and

(b) Mitigate against all Incidents.

11.6 The Supplier shall provide copies of the policies referred to in clause 11.5(a) promptly on request by the Customer.

11.7 The Supplier shall indemnify the Customer against any loss or damage suffered by the Customer in relation to any breach by the Supplier of its obligations under this agreement, which cause the Customer to breach any Cybersecurity Requirements.

12. Indemnity

12.1 The Supplier shall defend the Customer, the Authorised Users, its affiliates and subsidiaries and its and their officers, directors and employees against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's intellectual property rights in any jurisdiction.

12.2 If the Supplier is required to indemnify the Customer under this Clause 12, the Customer shall:

(a) notify the Supplier in writing of any claim against it in respect of which it wishes to rely on the indemnity at Clause 12.1) (**IPRs Claim**);

(b) allow the Supplier, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Supplier shall obtain the Customer's prior approval of any settlement terms, such approval not to be unreasonably withheld;

(c) provide the Supplier with such reasonable assistance regarding the IPRs Claim as is required by the Supplier, subject to reimbursement by the Supplier of the Customer's costs so incurred; and

(d) not, without prior consultation with the Supplier, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Supplier considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute.

12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services without a reduction or alteration in functionality so that they become non-infringing.

12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the Services or Documentation by anyone other than the Supplier or its agents, subcontractors or partners or with the Supplier's consent or approval; or

(b) the Customer's use of the Services or Documentation otherwise than in accordance with the Documentation; or

(c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or

(d) the Customer's breach of this agreement.

13. Limitation of liability

13.1 Except as expressly and specifically provided in this agreement, the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use.

13.2 Nothing in this agreement excludes the liability of the Supplier:

(a) for death or personal injury caused by the Supplier's negligence; or

(b) for fraud or fraudulent misrepresentation; or

(c) under clause 5, clause 6.5, clause 10 or clause 11.

13.3 Subject to clause 13.1 and clause 13.2:

(a) to the fullest extent of the law, under no circumstances shall the Supplier be liable to the Customer or any third party for any incidental, exemplary, punitive, special, indirect or consequential loss, costs, damages, charges or expenses, including lost profits, lost sales or business, lost data or business interruption; and

(b) the losses for which the Supplier assumes liability and which shall (subject to clause 13.3(c)) be recoverable by the Customer include:

(i) sums paid by the Customer to the Supplier pursuant to this agreement;

(ii) wasted expenditure;

(iii) additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;

(iv) losses incurred by the Customer arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Supplier personnel, regulator or customer of the Customer) against the Customer caused by the act or omission of the Supplier.

(c) the Supplier's total aggregate liability in respect of all breaches of duty shall be limited to £1,000,000.

13.4 The Customer’s total aggregate liability in respect of any breaches of this Agreement shall be limited to the aggregate value of the annual Subscription Fees for all Services provided under this Agreement for the preceding year.

13.5 References to liability in this clause 13 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

14. Term and termination

14.1 This agreement shall, unless otherwise terminated as provided in this clause 14.3, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

(a) the Customer notifies the Supplier that it wishes to terminate the agreement, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

14.2 The Customer may terminate this agreement at any time on no less than 90 days prior written notice to the Supplier. The Supplier shall refund to the Customer any amounts paid in advance as at the date of termination of this agreement under this clause 14.2.

14.3 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 90 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 90 days after being notified in writing to do so;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986.

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

(h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3(c) to clause 14.3 (j) (inclusive);

(l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or

(n) there is a change of control of the other party.

14.4 On termination of this agreement for any reason:

(a) all licences granted under this agreement shall terminate and the Customer shall cease all use of the Services and/or the Documentation within thirty (30) days of the date of termination of this agreement;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) the Supplier shall provide all assistance and information requested by Customer and shall co-operate with Customer and any replacement provider of the Services to facilitate a smooth transition from the Supplier; and

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14.5 On termination of this agreement for any reason, the Supplier:

(a) shall make no further use of the Customer Data;

(b) at the written direction of the Customer, the Supplier shall destroy or return the Customer Data or, in the case of any Customer Data in electronic form, delete such Customer Data and any electronic data shall be considered deleted, for the purpose of this clause where it has been put beyond use by the Supplier; and

(c) the Supplier shall preserve all Customer Data in its possession until it has received any such instructions.

15. Force majeure

Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended

accordingly. If the period of delay or non-performance continues for three (3) months, the party not affected may terminate this agreement by giving sixty (60) days' written notice to the affected party.

16. Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

17. Variation

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

18. Waiver

18.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

18.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

19. Rights and remedies

19.1 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19.2 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.

20. Severance

20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20.2 If any provision or part-provision of this agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire agreement

21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22. Assignment

22.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

22.2 The Supplier may not at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this agreement without the prior written consent of the Customer such consent not to be unreasonably withheld.

23. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. Third party rights

Except as provided in clauses 2.6 and 12.1, this agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. Counterparts

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

25.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement.

25.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

26. Notices

26.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

(i) Party 1: nikita.thomas@jaid.io;

(ii) Party 2: [Customer contact].

26.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

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

27. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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

Schedule 1 Subscription Statement – Supplier's Mailbox Triage Solution

1. Services for subscription

1.1 The Services to which the User Subscriptions subscribed for under this Schedule 1 relate shall comprise the Supplier's email mailbox case management solution including email classification artificial intelligence models and standard dashboards ("Mailbox Triage Solution").

1.2 The Services shall not include i) system or application integrations other than with the Customer's existing email mailboxes; ii) any workflow or artificial intelligence automations except those considered in-scope by the Supplier as part of the Supplier's Mailbox Triage Solution; and iii) any additional features of the Jaid case management application except those considered in-scope by the Supplier as part of the Supplier's Mailbox Triage Solution.

2. Subscription fees

2.1 The Subscription Fees for the Mailbox Triage Solution shall amount to a total of [US$ ... for up to ... User Subscriptions].

3. Additional User Subscriptions

3.1 Additional User Subscriptions for the Mailbox Triage Solution may be purchased by the Customer in accordance with clause 3 of the agreement at US$1,000 per User Subscription.

3.2 For the avoidance of doubt, the Customer may at any time purchase additional User Subscriptions to the Supplier's Mailbox Triage Solution described in this Schedule by giving notice under clause 27 of the Agreement. The Supplier will confirm in writing by reply, and this Schedule will be considered amended accordingly.

4. Fee increases

4.1 The Supplier shall not increase the User Subscription fee per User for the Mailbox Triage Solution for the duration of the Initial Subscription Term except in accordance with the CPI.

5. Initial Subscription Term

5.1 The Initial Subscription Term shall be twelve (12) months.

Schedule 2 Mandatory Policies

The Customer Mandatory Policies are:

- [Customer Mandatory Policy 1]
- [Customer Mandatory Policy 2]
- ...

The Supplier Mandatory Policies are:

- Fair Use policy.

Schedule 3 Supplier's network and information systems security

The Supplier confirms that on entry into this Agreement the following internal documents are in place:

(a) Information Security policies covering the Supplier's security governance.
(b) Security incident management processes.
(c) Security Incident Response plan.
(d) Risk Management Framework.
(e) Third Party Risk Management policy and its annual review to ensure they reflect good industry practice.
(f) Vulnerability & Patch management policy which includes processes for prioritisation, testing, and application of security patches; and reporting and audit provisions related to the patching process to assess its effectiveness.
(g) Processes for identification of Breaches of Security along with methodology to assess the actual and potential impact on the services of any new Breach of Security
(h) Business Continuity & Disaster Recovery Plan
(i) Supplier Security Policy
(j) Access Control and Authentication Policy
(k) Audit – Monitoring Policy & Standard

Security of systems and facilities

Our SaaS platform is cloud-based and is hosted on AWS. The platform is segmented to ensure strict isolation between customer data and internal systems, while leveraging a range of AWS services (e.g., AWS Control Tower, Organizations, IAM, VPC, and others).

Risk Analysis & Continuous Monitoring: We perform risk assessments to identify and prioritise vulnerabilities and threats. Our network security testing (vulnerability scans and penetration tests) and continuous monitoring programs identify and remediate risks.

Human Resources Security: We incorporate security responsibilities into job roles, enforce personnel screening and background checks, and require annual security awareness training.

Security Operations & Incident Management: All operational procedures—ranging from documented change management to incident response—are established to reduce risk and manage unexpected events (e.g., system failures, human errors, malicious actions, or natural phenomena).

Security Architecture & System Lifecycle: We enforce a secure system development lifecycle (SSDLC) with peer reviews, controlled deployments, and segregation of development/production environments. Data and system life cycle management are bolstered by data classification, storage, retention, and secure disposal policies.

Encryption: Data in transit is secured using TLS 1.3 (or above) and that data at rest is protected using strong encryption (AES 256 as default).

System Failures & Human Error: Our change management and monitoring processes minimise risks from operational errors or system outages. Backups are performed regularly (with encrypted transit channels and routine integrity tests).

Malicious Actions: We enforce multi-layered defenses including network segmentation, firewalls, intrusion detection/prevention systems, and anti-virus/malware protection. Vulnerability scans and penetration tests are conducted at regular intervals to pre-empt and mitigate threats.

Asset Management & Vendor Controls: Jaid's asset register ensures that all hardware, software, and third-party services (including AWS services) are tracked and managed.

Both physical and logical access are strictly managed. Physical Access: Our office and data processing sites enforce physical security measures (access control via card readers, visitor logs). Logical Access: We implement role-based access control (RBAC), enforce least privilege principles, and require multi-factor authentication (MFA) for system access. Regular reviews of user access rights and detailed logging of administrative actions ensure that only authorised personnel can access critical systems.

Incident handling & Business continuity management

Incident Detection and Response: Jaid employs a technical incident response process combined with an information security incident response plan to detect, record and manage anomalous events. The process includes gathering and categorising incident data, verifying the scope and impact, and activating defined escalation procedures. All incidents are logged.

Incident Reporting and Analysis: Incidents are reported via designated channels and are recorded. The reporting process captures details such as nature, severity and impact. Incidents are then classified by priority and urgency, and appropriate response actions are initiated. Evidence and analysis are documented to identify weaknesses and vulnerabilities.

Business Continuity Management: A Business Continuity Management plan is in place to maintain the availability Jaid's services. The plan outlines contingency procedures including defined communication channels and clear recovery steps. Assessments and testing are conducted to ensure that the continuity procedures are effective and that critical services can be restored with minimal disruption.

Disaster Recovery: Jaid's Disaster Recovery plan details the recovery capabilities for IT systems and data. It sets out recovery time objectives and recovery point objectives and provides manual recovery procedures for systems that require intervention. Backup procedures are in place to safeguard configurations, logs and critical data. Tests and exercises are carried out to ensure that disaster recovery processes are effective and that systems can be promptly restored.

Backup and Data Integrity: Critical data and configurations are backed up in accordance with the Backup Policy. All backups are encrypted using approved algorithms and stored securely. Backup log monitoring and integrity tests are performed.

Monitoring, auditing and testing

Planned observations and measurements are carried out through regular security testing and scanning of our network and information systems. We use automated tools and manual techniques to monitor system performance, verify system configurations, and measure operational integrity.

Inspection and verification are achieved through periodic audits and reviews of system configurations,

change logs, and records. Jaid’s flaw detection process is implemented by combining automated vulnerability assessments with manual inspections. Any identified flaws are documented and addressed.

International standards

Jaid is GDPR and ISO 27001 compliant and our development teams follow OWASP best practices.

Signed by Paul James	……..……..……
for and on behalf of Opsmatix Systems Limited t/a Jaid	Director
Signed by [Customer Signatory 1]	……..……..……
for and on behalf of [Customer Entity]	[Customer Signatory 1 Role]
Signed by [Customer Signatory 2]	……..……..……
for and on behalf of [Customer Entity]	[Customer Signatory 2 Role]