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Voodoo Technology Ltd (T/A Bright Cyber) Terms and Conditions

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Current version available here: [Terms-conditions.pdf](#)

1 - Definitions and Interpretation

1.1 - In these Terms, the following expressions shall have the meanings set out here:

Data Protection Laws	The Data Protection Act 1998 and, with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), and any amendment, re-enactment and replacement enforceable in the UK from time to time.
Data Subject	As defined in the Data Protection Laws.
Due Date	30 calendar days after the date of the relevant invoice.
EEA	The European Economic Area.
EULA	The end user license agreement applicable to the relevant Product, as stipulated by the Manufacturer of that Product.
Fees	The sums payable by the Customer to Bright-Cyber Ltd pursuant to a Contract.
Good Industry Practice	The degree of skill and care which it is reasonable to expect of a typical provider of services like the Services being provided under the relevant Contract.

Hardware	Any information technology and/or computer and communications hardware to be supplied to the Customer by Bright Cyber pursuant to a Contract.
Intellectual Property Rights	Rights of any nature whatsoever, whether registered or unregistered, including any patent, right in a design, copyright, trade mark, utility model, design right, service mark, database right and other intellectual property right whether or not capable of registration as may exist anywhere in the world, now or in the future.
Manufacturer	The manufacturer, developer, distributor or licensor of the relevant Product, as applicable.
Particular Losses	Without limitation, pure economic loss, loss of profit, loss of revenue, loss of data, loss of business and/or depletion of goodwill or anticipated savings, legal costs and any indirect, consequential, special or punitive loss.
Party	Either of Bright Cyber or the Customer, Together the Parties.
Personal Data	The 'personal data' (as defined in the Data Protection Laws) over which the Customer is the Data Controller.
Processing	As defined in the Data Protection Laws (and Process & Processed shall be interpreted accordingly).
Product	Any Hardware, Software or other goods supplied by Bright Cyber to the Customer pursuant to a Contract.
Quote	The written statement provided by Bright-Cyber to the Customer prior to concluding a Contract, setting

	out the Specification, scope,
	Fees and any other relevant details in respect of, and summarising any specific terms for, any Products and/or Services to be provided.
Services	The services to be supplied by Bright Cyber.to the Customer pursuant to a Contract, being (a) services provided on a case-by-case basis (including consultancy, advice, design, installation, implementation, configuration etc.) and (b) Annuity Services.
Software	The prepackaged software or electronic licence supplied to the Customer by Bright Cyber pursuant to a Contract.
Specification	The summary of the technical abilities, functionality and limitations of the Product and/or Service (for a Service, this document may be in the form of a ‘service description’ or ‘scope of works’).
Working Day	Monday to Friday excluding public holidays in England and Wales (and, if the supply of Products and/or Services is to a country other than England and Wales, also excluding the public holidays in the country to which the supply is made).
Working Hours	The hours of 09:00 to 17:00 during a Working Day.

1.2 - Clause, schedule and paragraph headings shall not affect the interpretation of these Terms. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision. Any phrase introduced by the words “including”, “includes”, “in particular” or “for example”, or

any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2 - Ordering Products and Services

2.1 - No Contract which has been accepted by Bright Cyber may be cancelled by the Customer unless written agreement is obtained from an authorised representative of Bright Cyber; however, the Customer shall remain liable for and shall indemnify Bright Cyber in full for any costs, damages, losses, charges and expenses incurred by Bright Cyber as a result of any cancellation of a Contract.

2.2 - Bright Cyber may make any changes to the Specifications of Products or Services to conform to any applicable health and safety or legal requirement, or which do not materially negatively affect their quality or performance.

2.3 - Bright Cyber's policy is to supply Products and Services only to business customers (i.e. those who are not private consumers). In accepting these Terms, the Customer warrants that it is not purchasing the Products or Services as a private consumer.

2.4 - All descriptions, Specifications, photographs, weights, dimensions, capacities, prices, performance ratings and other information quoted (whether online or in hard copy format) or otherwise provided by Bright Cyber or included in any sales literature, Quote, price list, acknowledgement of order, invoice or other document are to be deemed approximate only (except where stated in writing to be exact) and shall not form part of the Contract other than as approximations. Any typographical, clerical or other error or omission in any sales literature, Quote, Fees, price list, acknowledgement of order, invoice or other document (whether hard or electronic copy) or any other information issued by Bright Cyber shall be subject to correction by Bright Cyber without liability.

2.5 - Quotes cease to have effect on the acceptance by Bright Cyber of a Contract, unless that Quote forms the Customer Schedule at that time (which shall not be the case where an alternate Customer Schedule is provided). Quotes will automatically expire 30 (thirty) business days from which they are issued, unless expressly stated to the contrary on that Quote. See clause 6.8 in respect of Quotes relating to Products or Services which are billed on a use/consumption basis.

2.6 - In the event of any discrepancy or conflict between the EULA, Customer Schedule (including any matter-specific documents and general Specifications), other parts of a Contract, these Terms or a Quote, the conflict shall be resolved with the

earlier-listed document taking precedence over those documents listed later. Where procured via G-Cloud, the CCS Call-Off Contract and Framework Agreement take precedence over any EULA or third-party terms

3 - Delivery of Products

3.1 - Bright Cyber shall use its reasonable efforts to deliver the Products to the premises stated in the Contract (and/or, in the case of electronic delivery of Products, to the email address or other electronic location as agreed) and/or to supply the Services by any delivery date estimated by Bright- Cyber Ltd. For the avoidance of doubt, the Customer acknowledges that such delivery date is not guaranteed or of the essence, and Bright Cyber shall in no circumstances be liable to the Customer for any losses, damages or charges (including Particular Losses) incurred by the Customer due to the late delivery of Products and/or Services.

3.2 - The Customer agrees that it will inspect the Products immediately upon delivery or collection and in all cases shall:

3.2.1 - not sign to accept the Products if the types/quantities of Products are incorrect or the Products and/or their packaging are damaged in any way; and/or

3.2.2 - inform Bright Cyber in writing within 48 hours of delivery of any damage, shortages, defects or non-delivery of the Products which was not apparent at the time of delivery/collection, and, where the Customer fails to do so, they shall be deemed to have accepted the Products.

3.3 - If the Customer fails to take delivery of or, where agreed, collect the Products or fails to give Bright Cyber adequate delivery instructions at the time stated for delivery (save for circumstances beyond the Customer's reasonable control or by reason of Bright Cyber.'s fault) then without prejudice to any other rights or remedies available to it Bright Cyber may at its sole discretion:

3.3.1 - store the Products until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; and/or

3.3.2 - sell the Products at the best price readily available and charge the Customer any shortfall below the Fees under the Contract.

4 - Risk and Title

4.1 - Risk of damage to, or loss of, Products shall pass to the Customer at the earlier of:

4.1.1 -the time at which Products are delivered to the Customer or the Customer collects the Products; or

4.1.2 - the time when Bright Cyber has attempted to deliver the Products to the Customer and have been unable to complete delivery due to the actions or omissions of the Customer.

4.2 - Notwithstanding when risk in the Products passes to the Customer, title in the Products shall not pass to the Customer until the earlier of: (i) Bright Cyber has received cleared and full payment of the Fees for the Products and all other Products and Services (if applicable) supplied to the Customer for which payment is then due; (ii) on the Customer's resale of those Products, in which case title passes to the Customer immediately prior to such resale; or (iii) in the event that the Customer fails to meet the terms of payment for those Products, immediately prior to Bright Cyber bringing legal action for payment of the Fees.

4.3 - Until such time as title in the Products pass to the Customer:

4.3.1 - the Customer shall keep the Products separate from other goods and properly stored, protected, insured & identified as Bright Cyber's property; and

4.3.2 - after the Due Date, Bright Cyber shall be entitled to require the Customer to deliver up the Products to Bright Cyber and if the Customer fails to do so immediately the Customer shall allow (or procure permission for) Bright Cyber or its agents or representatives to enter upon the Customer's premises (or any other premises where the Products are stored) and repossess the goods.

5 - Services

5.1 - Where Bright Cyber agrees to provide Services, any estimate or indication by Bright Cyber as to the number of man days or man hours required by Bright Cyber to undertake a specific task shall be construed as being an estimate only. Bright Cyber shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature (including without limitation Particular Losses) suffered or incurred by the Customer where such estimate or indication is incorrect.

5.2 - Unless stated otherwise, the Fees agreed for the Services do not include travel, accommodation and subsistence expenses, nor the cost of time spent travelling incurred in the provision of the Services for which Bright Cyber shall charge the Customer at its or its subcontractors' (as applicable) then current rates, available on request.

5.3 - Bright Cyber will normally carry out the Services during Working Hours but may, on reasonable notice, require the Customer to provide access to the Customer's premises at other times. This does not apply to Annuity Services, which will generally be available at any time, subject to any applicable service levels and anticipated downtime (for maintenance etc).

5.4 - At the Customer's request, Bright Cyber may agree to provide Services outside Working Hours. However, this shall be subject to any reasonable additional Fees that may be made by Bright Cyber for complying with such request. Such Fees shall be agreed in writing prior to commencement of any work outside of Working Hours.

5.5 - Bright Cyber expects that the Customer has adequate inspection, testing and approval processes and, on completion of any Services provided by Bright Cyber, the sign off by the Customer of such services shall be considered the Customer's absolute acceptance of the satisfactory completion of such Services. In the event that the Customer has not confirmed their acceptance of the Services, nor raised any concerns about them, within 7 days of Bright Cyber notifying the Customer that the Services are complete, the Customer agrees it is reasonable for Bright Cyber to infer their acceptance and, where relevant, invoice for those Services.

5.6 - Should the Customer become dissatisfied with the performance of any personnel assigned by Bright Cyber to perform the Services, the Customer shall notify Bright Cyber in writing with details of the unsatisfactory performance and, provided that Bright Cyber is satisfied that the Customer's dissatisfaction is reasonable, Bright Cyber shall re-assign personnel as soon as reasonably practicable.

5.7 - No liability shall accrue to Bright Cyber as a result of any defects in the delivery of the Services unless:

5.7.1 - a reasonably detailed inspection and testing procedure has been undertaken by the Customer to ascertain that the Services had been undertaken correctly and in full, and

5.7.2 - such inspection would not have been expected to identify the defect-causing loss (due to the latent and uncheckable nature of such defect).

5.8 - Where Bright Cyber agrees to provide support and/or maintenance Services in respect of Products supplied to the Customer, unless otherwise set out in the relevant Customer Schedule this will generally comprise reasonable assistance in the resolution of queries via a telephone call originated by the Customer's licensed users of such Products during Working Hours for the agreed period (limited to first line support only). If Bright Cyber is unable to resolve the query during a telephone call, the Customer may be required to contact the Manufacturer of the Product directly.

5.9 - The Customer may from time to time wish to vary the scope of a Service. Bright Cyber will use reasonable commercial efforts to accommodate that variation. Any changes in the Fees and/or timescales as a result of that variation shall be negotiated between the Customer and Bright Cyber, and where such negotiation has not concluded at the time the Customer confirms the variation is required, the Customer accepts any increase in work required pursuant to the variation shall be provided on a time and materials basis at Bright Cyber's or its subcontractors' (as applicable) then current rates for the same, available on request.

5.10 - Although Services are undertaken with reasonable skill and care, Bright Cyber cannot guarantee the accuracy of any advice, design or report.

6 - Fees and Payment

6.1 - The Fees payable by the Customer for the supply of Product(s) or Services shall be that which is set out and agreed between the Customer and Bright Cyber each time Bright Cyber accepts a Contract placed by the Customer and as specified in the Customer Schedule or Quote as appropriate (unless varied by the Contract and Bright Cyber's acceptance). All Fees quoted are deemed exclusive of value added tax, unless expressly stated to the contrary.

6.2 - Any increase in Fees for the Annuity Services shall be applied no more often than once per year at or around each anniversary of the commencement of those Services and shall not exceed the increase in the UK Retail Price Index or Consumer Price Index (whichever is lower) calculated over the preceding 12 months unless Bright Cyber can demonstrate that its costs in providing such Service have unavoidably increased by a sum exceeding that figure. Bright Cyber shall notify the Customer in writing (a) at least 90 days in advance of any increase in the Fees for the Services, or (b) if Bright Cyber is notified of such increase less than 90 days in advance of it becoming effective, at soon as is reasonably practicable thereafter.

6.3 - Unless otherwise agreed between the Parties, invoices will be raised and dated by Bright Cyber on or after the date of dispatch of the Products, or on or after commencement of the Services. Where both Products and Services are supplied against the same Contract, a separate invoice may be raised for each of those two elements.

6.4 - The Customer shall pay each invoice in full (subject to a bona fide dispute), together with any VAT at the appropriate rate and other expenses, by the Due Date. The time of payment shall be of the essence.

6.5 - If the Customer fails to pay any sums due by the Due Date or does not comply with an obligation under the Contract, then without prejudice to any other right or remedy available to Bright Cyber, Bright Cyber shall be entitled to withhold or suspend the supply of any Products and/or Services to the Customer until such payment is made or the Customer complies with its obligations to Bright Cyber's reasonable satisfaction, or as provided for in G-Cloud Call-Off Contracts.

6.6 - Without prejudice to Bright Cyber's other rights and remedies, Bright Cyber reserves the right to charge interest to the Customer on any Fees which are not paid by the Due Date, at a rate of four per cent per annum above the Bank of England base rate from time to time.

6.7 - Where the Fees for a Contract are not all invoiced at the same time (e.g. where the Fees for each year of a multi-year Contract are invoiced at the start of that year) the Customer is committing to continue to make those payments over the entire period agreed in the Contract. Whilst Bright Cyber will make reasonable efforts to meet the reasonable administrative requests of the Customer, the Customer accepts that they have committed to the entire duration agreed and Bright Cyber will invoice the

Customer for each period in line with the Contract, regardless of whether a purchase order is received from the Customer for a specific period.

6.8 - Where the Fees for a Contract are stated in the Customer Schedule to be based on consumption (e.g. where the Fees are based on the volume of storage used in gigabytes, or number of concurrent users etc.):

6.8.1 - the Customer is committing to pay Bright Cyber the Fees on that periodic basis for all retrospective consumption under that Contract, regardless of whether the relevant Quote was based on a different level of consumption anticipated at that time or purchase orders are received for a different specific consumption/period than actually occurred (and if purchase orders are incorrect or not received, Bright Cyber shall rely on the Customer's initial commitment to purchase pursuant to the Contract, and will automatically invoice the Fees related to actual consumption in line with the Contract); and

6.8.2 - the Customer understands that the Fees stated in a Quote are based on an estimate of expected consumption (which Bright Cyber has calculated based on information provided by the Customer) but the Customer will be invoiced for the quantity and duration of actual consumption (subject in each case to any minimum commitment in respect of both factors, as set out in the Contract) according to their nature, and any reductions or increases in consumption will be payable in line with the Contract as invoiced.

6.9 - If the Customer Schedule provides that the Fees or any part of the Fees shall be split across the duration of a Service or the lifecycle of a Product, or are payable in arrears, then Bright Cyber may withdraw or vary such arrangements, and issue an invoice for any Fees which have yet to be invoiced under the Contract, if:

6.9.1 - Bright Cyber serves a notice of termination of the Contract;

6.9.2 - there is (in the opinion of Bright Cyber) a material adverse change in the creditworthiness of the Customer; or

6.9.3 - the Customer fails to pay any amount which is due and payable.

6.10 - Bright Cyber or its agent shall deliver the Products to any premises (whether in the United Kingdom or in any country) agreed in the Contract and for the avoidance of doubt the Customer shall be liable for any costs incurred by Bright Cyber in relation to carriage, postage and packing and any other applicable taxes and duties. If any deduction or withholding from the Fees is required by way of tax, excise, customs or otherwise from a jurisdiction other than the United Kingdom, the Customer agrees to pay as Fees to Bright Cyber any additional amounts necessary to ensure that the net amount that Bright Cyber receives, after any deduction and withholding, equals the amount Bright Cyber would have received if no deduction or withholding had been required.

6.11 - The Customer acknowledges that Bright Cyber sources Products from outside the United Kingdom, and may purchase in a currency other than pounds sterling. Where

this occurs, the Fees proposed to the Customer in a Quote are based on Bright Cyber's currency exchange rates (including any applicable commissions for currency conversion) on the day of that Quote (available on request). Fees stated in such a Quote are given by way of convenience only and are subject to currency fluctuation. The Fees to be paid by the Customer in pounds sterling will be calculated on the Working Day in the UK on which the Contract is concluded, based on the currency exchange rates applicable that day (with any relevant commissions for currency conversion to be added), and that Fees calculated will become automatically binding at that time.

6.12 - The Customer shall not be entitled to make a set-off or counter-claim or claim a lien in respect of any amounts owed by Bright Cyber and shall pay all amounts due without making a deduction of any kind. Bright Cyber shall be entitled to set-off any amounts owed to it by the Customer against any sums Bright Cyber owes to the Customer.

6.13 - The Customer acknowledges that Bright Cyber is not a finance provider and, where Products and/or Services are paid for by way of a lease or other financial product, it is likely the agreement for the purchase of those Products and/or Services exists directly between the Customer and the finance provider; Bright Cyber is not a party to such agreement and neither Bright Cyber nor the Customer shall have any rights or obligations to each other in respect of Products and/or Services transacted in this manner.

7 - Returns Policy

7.1 - Where returns are permitted by our supply chain, Bright Cyber allows Customers to return unopened Products within 30 days of delivery; however, all returns are at Bright Cyber's sole and absolute discretion, will depend on our suppliers' returns policies and may be subject to reasonable restocking fees or other conditions. Other than in line with the relevant Manufacturer's 'dead on arrival'

(DOA) policies or warranties, Bright Cyber will not accept returns with a value below £50.

7.2 - Under no circumstances will Bright Cyber accept returns of opened Products unless those Products are faulty and the provisions of the remainder of this clause 7 are met. For the avoidance of doubt, no Software on which the seals have been broken can be returned. Software Licenses provided electronically (i.e. other than in physical format) are non-refundable.

7.3 - In circumstances where return of Product(s) is permitted by Bright Cyber, it will issue a creditnote to the Customer so the invoice for the relevant Product is deemed cancelled and, in the event a Customer has already paid for those Products, a refund will be granted. The refund or replacement of faulty or defective Products is subject strictly to individual Manufacturer's DOA policies or warranty, available on

request.

7.4 - In circumstances where return of Product(s) is permitted by Bright Cyber, it will issue a creditnote to the Customer so the invoice for the relevant Product is deemed cancelled and, in the event a Customer has already paid for those Products, a refund will be granted. The refund or replacement of faulty or defective Products is subject strictly to individual Manufacturer's DOA policies or warranty, available on request.

7.5 - Although Bright Cyber may make reasonable efforts to troubleshoot any problems the Customer experiences with the Products, the Customer acknowledges that Bright Cyber is not the Manufacturer of the Products and that Bright Cyber may be contractually limited by that Manufacturer as to the extent of the assistance they are permitted to provide. Accordingly, the Customer may be required to contact the Manufacturer's technical department to troubleshoot and/or to obtain DOA authorisation (which shall be retained by the Customer, along with any call/case reference numbers, and presented to Bright Cyber upon request).

7.6 - In the case where it is established that Products are faulty or defective within the relevant Manufacturer warranty or DOA period, Bright Cyber's customer service department will arrange with the Customer to have the Products collected or returned. In some instances, the Manufacturer's warranties require the Customer to contact a repair agent directly. If this is the case, the Customer will be informed by Bright Cyber's customer service department and provided with the contact details for the relevant Manufacturer to discuss such collection or return.

7.7 - Where Bright Cyber has indicated to the Customer that the return of a Product is permitted, the Customer is responsible for ensuring that the Products are returned to Bright Cyber (or the relevant third party) in their original packaging together with all disks, manuals, cables and any other peripherals, accessories, consumables and other parts or items with which they were boxed or inseparably supplied so as to ensure satisfaction of the Manufacturer's DOA policy and/or warranty stipulations (as appropriate), safe transit and ease of identification. The external packaging must not be damaged or defaced so it is recommended the goods are re-boxed for transport.

7.8 - The Products will be tested on receipt. If no fault is found the Products shall be returned to the Customer at the Customer's cost. If a fault is found and the applicable Manufacturer's DOA period is exceeded, then the Products will be repaired and/or replaced under the terms of the Manufacturer's warranty, to the extent that such warranty remains in force at that time.

7.9 - In the event that the Manufacturer's DOA cover and/or warranty have lapsed, expired, been invalidated or did not apply, Bright Cyber shall have no liability to the Customer for such Product(s).

8 - Customer's Obligations and Warranties

8.1 - In order to enable the fulfilment by Bright Cyber of its obligations under a Contract, the Customer shall, at its own expense:

8.1.1 - comply with, and use the Products and Services in accordance with these Terms and all applicable laws and the manufacturer Terms of Use and/or End User License Agreement (EULA).

8.1.2 - where reasonably requested, or where it is reasonable for the Customer to anticipate such requirement, promptly furnish Bright Cyber with co-operation, assistance and/or accurate & complete responses to requests for information (which shall include sufficient detail in that information);

8.1.3 - allow Bright Cyber or its subcontractors (as applicable) to exercise such right of entry as required over any relevant premises to deliver the Products and/or Services, provide Bright Cyber with any relevant policies and procedures in relation to such premises (and, where such policies and procedures require time and/or materials over and above what would be normally expected to permit entry to the average business premises, provide these to Bright Cyber before the Quote is prepared, or make payment or reasonable additional costs and expenses which arise in meeting the requirements of such policies and procedures), and take all reasonable precautions to protect the health and safety of those personnel whilst at that/those premises;

8.1.4 - unless otherwise provided by Bright Cyber, implement effective and appropriate backup and other procedures for the protection of its data;

8.1.5 - observe any other obligations or requirements set out in the relevant Customer Schedule; and

8.1.6 - otherwise respond to and comply with Bright Cyber's reasonable requests.

8.2 - The Customer warrants that:

8.2.1 - any of its representatives who commit the Customer to these Terms and any Contract with Bright Cyber have the Customer's authority to do so and that the Customer will take responsibility for any employee, ex-employee or other person who holds themselves out to be the authorised representative of the Customer;

8.2.2 - it will comply with and use the Products and Services in accordance with the Contract, EULA and all applicable laws;

8.2.3 - it has and shall maintain all necessary Licenses, permits, rights, consents, registrations, approvals and titles necessary for Bright Cyber to use or host any software, hardware, documentation or other materials provided by the Customer for use in the provision of the Products or Services to the Customer; and

8.2.4 - any information and materials supplied by the Customer in connection with a Quote or Contract shall be accurate and complete, and Bright Cyber's use of such shall not cause Bright Cyber to infringe the rights, including any Intellectual Property Rights, of any third party.

9 - Intellectual Property Rights and Software Licenses

9.1 - The title to and the Intellectual Property Rights in the Product(s) and in the media containing such Product(s) does not pass to the Customer. The Customer is licensed to use such Product(s) in accordance with these Terms and the EULA applicable to those Product(s), and by entering into these Terms and any Contract pursuant to them, the Customer agrees to enter into and comply with the terms of such EULA(s).

9.2 - Each Party grants to the other a non-exclusive, limited, revocable licence to use its Intellectual Property Rights solely to the extent necessary for the other Party to perform its obligations under the Contract. The Parties agree that all Intellectual Property Rights which existed prior to the date of the Contract in relation to any items used in the performance of any Services shall remain the property of the existing owner of those Intellectual Property Rights.

9.3 - Bright Cyber (and/or their supply chain and subcontractors) shall own and be fully entitled to use in any way it deems fit any Intellectual Property Rights, including skills, techniques, materials, concepts or know-how acquired, developed or used in the course of performing any Services and any improvements made or developed during the course of Services. For the avoidance of any doubt, this shall include any improvements or modifications to Products during the duration of the Contract. Nothing herein shall be construed or shall give effect to any transfer of right, title or interest in the Customer's or Bright Cyber's Intellectual Property Rights.

9.4 - Save where the relevant EULA permits such copying, the Customer shall not, without Bright Cyber's prior written consent, copy or reproduce in any way the whole or a part of the user manual or any other documentation which has been supplied to the Customer relating to any Products or Services.

10- Warranties

10.1 - To the maximum extent permissible in law, all conditions and warranties which are to be implied by statute or general law into these Terms or relating to the Products or the Services are excluded. Notwithstanding this, any Products supplied under these Terms will conform substantively to a ny

10.2 Specifications given in relation to them and any Services provided under these Terms will be provided in a diligent and professional manner, with reasonable skill and care and in accordance with Good Industry Practice.

10.3 - Bright Cyber warrants it has the right to provide or procure the provision of the Products and Services.

10.4 - Bright Cyber does not warrant that the Customer's use of any Products or Services will be uninterrupted and error-free.

10.5 - The only additional warranties which the Customer may receive are those which are given by the Manufacturer of such Products to the Customer and are subject to any relevant limitations and exclusions imposed by such Manufacturer. Bright Cyber will provide the Customer with details of such warranties upon request.

11- General Exclusions and Limitations of Liability

11.1 - Nothing in these Terms shall limit Bright Cyber's liability to the Customer for liabilities which cannot be limited or excluded as a matter of law including death or personal injury (where resulting from the negligence of Bright Cyber, its employees, agents or subcontractors), fraud, fraudulent misrepresentation and statutorily-imposed terms regarding title of goods.

11.2 - Bright Cyber shall not in any circumstances be liable for Particular Losses, whether direct, indirect or consequential, even if a Party has been advised of the possibility of such losses.

11.3 - The Customer agrees that the limitations on liability in these Terms are reasonable, given the Parties' respective commercial positions and the Customer's option to purchase appropriate insurance in respect of arising risks. The total liability which Bright Cyber shall owe to the Customer in respect of all claims under all Contracts shall not exceed 125% of the Fees paid by the Customer in the last 12 months in respect of the Products or Services to which the claim(s) relate.

11.4 - The Customer shall indemnify and keep Bright Cyber indemnified in respect of any losses, costs, damages, claims and/or expenses incurred by Bright Cyber due to any claims by any third party arising out of any use of, access to or modification of the Customer's computer systems by Bright Cyber on the Customer's instructions and/or use of any materials supplied to Bright Cyber by the Customer (including, but not limited to, actions in line with clause 8.2.4). This indemnity shall survive termination or expiry of a Contract to which it relates.

11.5 - If delivery of Products and/or Services is delayed other than through Bright Cyber's fault, including delay as a result of the Customer's agents or subcontractors, the Customer shall indemnify Bright Cyber for any sums incurred by them as a result of that delay. Any agreed time schedules shall be deferred to a reasonable period of time (no less than the resulting period of the delay).

11.6 - In the event that the Customer fails for any reason to meet their obligations under a Contract, including the obligations set out in clause 8 above, the Customer shall indemnify Bright Cyber against any loss, damage or other cost of whatsoever nature suffered or incurred by Bright Cyber reasonably relating to that failure on the part of the Customer.

11.7 - Unless Bright Cyber undertakes Services with an expressly stated outcome of advising a Customer in writing on the Products and/or Services which it recommends

to meet a particular requirement, the Customer acknowledges that it is relying solely upon its own skill and judgement, and not that of Bright Cyber, in determining the suitability of any Products and/or Services and their fitness for any general or specific purpose.

11.8 - The Customer accepts that they are best placed to know what information may be relevant in respect of their existing and anticipated infrastructure/circumstances. Where Bright Cyber suggests potential Products, or undertakes Services, Bright Cyber shall not be liable for any advice, conclusions or reports which are erroneous or incomplete as a result of the Customer's (or their agent's) failure to supply complete and correct information, including any information which may be relevant but which has not been specifically requested by Bright Cyber (or their subcontractors).

12- Force Majeure

12.1 - Neither Party shall be liable to the other Party in any manner whatsoever for any failure or any delay or for the consequences of any delay in performing its obligations under a Contract (save in respect of any obligation to pay money) due to any cause beyond the reasonable control of the Party in question, which for the avoidance of doubt (and without prejudice to the generality of the foregoing) shall include governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes including labour disputes involving the work force or any part thereof of the Party in question, restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials, currency restrictions and acts of God. Neither non-payment of Fees by the Customer, nor non-payment of the Customer by their customers, shall be considered a force majeure event for the purposes of this clause 12.

13- Termination

13.1 - Bright Cyber shall be entitled to terminate any Contract and suspend all or any work on current or future deliveries and instalments of Products or the provision of any Services and on written notice to the Customer shall be entitled to cancel the undelivered or unperformed portion of the Contract between Bright Cyber and the Customer and deem that the whole of the Fees payable under the Contract or any other agreement shall be payable immediately in the event of:

13.1.1 - any distress, execution or other legal process being levied upon any of the Customer's assets;

13.1.2 - the Customer entering into any arrangement or composition with its creditors, committing any act of bankruptcy or (being a corporation) an order being made or an effective resolution being passed for its winding up, except for the purposes of amalgamation or reconstruction as a solvent company, or a receiver, manager receiver,

administrative receiver or administrator being appointed in respect of the whole or any part of its undertaking or assets;

13.1.3 - the Customer ceasing or threatening to cease to carry on business;

13.1.4 - any material breach of the Contract by the Customer (including a failure to pay any Fees due by the relevant Due Date) which is not capable of remedy or which it fails to remedy within 14 calendar days (or as otherwise agreed by Bright Cyber), or other repeated breaches of the Contract by the Customer; or

13.1.4 - Bright Cyber reasonably anticipating that any of the events mentioned above is about to occur.

13.2 - In the event of termination pursuant to clause 13.1 above Bright Cyber shall, for the avoidance of doubt, be entitled to:

13.2.1 - recover as damages from the Customer all reasonable costs which Bright Cyber sustains due to such termination; and

13.2.2 - where the Customer is being provided with ongoing Services (including Managed Services), Bright Cyber shall be entitled to cease provision of those Services and invoice any Fees which would have been payable over the anticipated period of delivery of those Services.

13.3 - In the event of such termination, should the Customer have failed to make payment in full for any Software, then the Customer shall immediately cease use of all Software (and any updates of same) and, at its own expense, remove from all computers, communications systems and other electronic devices under its control all copies of the Software (and updates) and return or destroy them (certifying in writing to Bright Cyber that such destruction has taken place).

13.4 - For a period of six months following termination of the Contract the Customer shall, on not less than two days' notice, permit authorised representatives of Bright Cyber to enter its premises during normal business hours for the purposes of confirming that the Customer has complied with its post termination obligations.

13.5 - The exercise of the rights conferred by this clause 13 shall be without prejudice to any other right enjoyed by Bright Cyber pursuant to these Terms or by law.

14- Assignment

14.1 - The Customer will not be entitled to subcontract, assign the benefit or delegate the burden of the Contract without the prior written consent of Bright Cyber which it may in its absolute discretion refuse.

14.2 - Bright Cyber shall be free to subcontract any or all of its rights and obligations under a Contract or these Terms as it sees fit and may assign the benefit or delegate the burden of any Contract.

15- Confidentiality and Data Protection

15.1 - For the purposes of these Terms, Confidential Information means all information, technical data or know-how, (whether written, oral or by another means and whether directly or indirectly) relating to and/or provided by one of the Parties whether created before or after these Terms come into force including Personal Data, research, products, services, customers markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, which is reasonably deemed to be confidential or proprietary. Confidential Information includes the information of a third party that is in the possession of one of the Parties and is disclosed to the other Party in confidence. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving Party at the time of disclosure, as shown by the receiving Party's files and records immediately prior to the time of disclosure; or (ii) prior to or after the time the disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving Party, or

(iii) is expressly approved in writing for release by the disclosing Party or (iv) had been independently developed by the receiving Party without the use of any Confidential Information of the other Party.

15.2 - Each Party agrees with the other in respect of all Confidential Information:

15.2.1 - to keep the Confidential Information in strict confidence and secrecy;

15.2.2 - not to use the Confidential Information save for complying with its obligations under these Terms;

15.2.3 - not to disclose the Confidential Information to a third party (except to the extent compelled to by law); and

15.2.4 - to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its employees, agents, subcontractors and others who of necessity need it in the performance of their duties as envisaged by the Contract, and in those circumstances to ensure that those employees and others are aware of the confidential nature of the Confidential Information; provided however that where a part of the Confidential Information is already or becomes commonly known in the trade (except through a breach of the obligations imposed under these Terms) then the foregoing obligations of confidentiality in respect of such part shall not apply or shall cease to apply (as the case may be).

15.3 - Each Party warrants that it shall comply with the Data Protection Laws when performing its respective obligations under the Contract.

15.4 - Bright Cyber will:

15.4.1 - operate safety and security measures and procedures consistent with Good Industry Practice for the prevention of unauthorised access or damage to any and all locations in which Personal Data is stored and/or Processed by Bright Cyber; and

15.4.2 - take appropriate technical and organisational measures to protect Personal

Data Processed by Bright Cyber against unauthorised or unlawful Processing and accidental loss, destruction, alteration or disclosure and ensure that, having regard to the state of technological development and their cost of implementation, those measures ensure a level of security appropriate to (a) the harm that might result from such Processing, loss, destruction or damage; and (b) the nature of such Personal Data.

15.5 - Where the Customer intends to, or might, include Personal Data in their use of the Products and/or Services purchased from Bright Cyber, they will inform Bright Cyber at the time a Quote is requested. Where so informed, Bright Cyber will identify whether Bright Cyber or a third party is the Data Processor for the purposes of the Processing, communicate that to the Customer at the point of Quote, and;

15.5.1 - to the extent that Bright Cyber itself Processes Personal Data on behalf of the Customer, Bright Cyber will:

1 - enter into a Data Processing Agreement with the Customer where required by the Data Protection Laws;

2 - Process such Personal Data only in accordance with the Customer's instructions in that Data Processing Agreement, or as required by law or regulation; and

3 - promptly inform the Customer if it receives a request or notice from a Data Subject seeking to exercise their rights under the Data Protection Laws in respect of such Personal Data, and (at the Customer's cost) comply with the Customer's reasonable instructions with respect to that request or notice; or

15.5.2 - to the extent that a third party performs Processing activities as the result of a purchase by the Customer from Bright Cyber of the Products or Services of that third party, Bright Cyber will:

1 - require that third party to meet the obligations set out in clause 15.4; and

2 - facilitate the conclusion of a Data Processing Agreement between those parties, on the basis that the Processing relationship exists between the Customer and the third party (so that the third party is the direct Data Processor to the Customer's Data Controller).

15.6 - In order to meet its obligations under a Contract (and, prior to that, to be able to obtain relevant information to enable a Quote to be prepared), Bright Cyber will need to provide certain of the Customer's Personal Data to their supply chain, specifically the names and contacts details of the individuals at the Customer who are responsible for the subject matter of that Contract (or Quote). Where the Customer is purchasing certain Products or Services, it may also be necessary to provide the names and contacts details of the individual users of those Products or Services. Unless stated otherwise in a Data Processing Agreement between Bright Cyber and the Customer, this will be the extent of Bright Cyber's Processing of Personal Data on behalf of the Customer. Where required, the Customer confirms that it has obtained the necessary consents to share this Personal Data and authorises Bright Cyber to undertake the activities set out in this clause 15 to enable to creation or performance of a Contract.

15.7 - The Customer authorises and instructs Bright Cyber to take the steps in this clause 15 (and any additional steps set out in a Customer Schedule, but not any actions required by the Data Processing Agreement, for which authority is contained therein) in the Processing of Personal Data on its behalf as Bright Cyber reasonably considers necessary to the performance of its obligations under the Contract (or with the intention of creating such a Contract), and authorises Bright Cyber to give equivalent instructions to any relevant subcontractor on its behalf, warrants that it is and will remain entitled to give the instruction and authorisation in this clause 15, and confirms it will advise Bright Cyber if that position changes in respect of any of the Personal Data.

15.8 - Each Party will promptly inform the other if:

15.9 - It has reason to believe that the activities of the other Party are in breach of the Data Protection Laws; and/or

15.10 - it suspects or uncovers any breach of security in any respect which could impact the Personal Data or Confidential Information of the other Party, and the Party which has been breached will use all commercially reasonable efforts to verify and, if verified, promptly remedy such breach.

15.11 - The obligations in this clause 15 shall survive the termination of any Contract.

16- General Terms

16.1 - Any demand, notice or other communication shall be in writing and may be served by hand or prepaid first-class post to the registered address of the intended recipient.

16.2 - No amendment of these Terms during the period of a Contract shall be binding in respect of that Contract unless executed in writing and signed by authorised representatives of Bright Cyber and the Customer. Notwithstanding the foregoing, Bright Cyber reserves the right to alter these Terms at such time and in such manner as it sees fit and shall publish the then-current version of the Terms on our website. The version of the Terms which is current at the time of the commencement of a Contract shall apply to that Contract, unless otherwise agreed in writing. Bright Cyber will supply a hard copy of these Terms on Customer request.

This clause does not apply to G-Cloud Call-Off Contracts. Changes to these terms shall not apply to G-Cloud Call-Off Contracts unless agreed in writing by both parties.

16.3 - The failure of Bright Cyber at any time to enforce a provision of these Terms shall not be deemed a waiver of such provision or of any other provision of these Terms or of Bright Cyber's right thereafter to enforce any such provision(s).

16.4 - The Customer will not solicit, induce to terminate employment, or otherwise entice away whether directly or indirectly through another firm or company, any employee of Bright Cyber professionally or otherwise directly associated with Bright Cyber during the

term of the Contract or for 12 months thereafter. For the avoidance of doubt, there is no restriction on the Customer employing any person who is employed or acting for Bright Cyber where that person responds to a bona fide public advertisement for employees.

16.5 - No third party may enforce any provision of these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999 or any other method.

16.6 - Together with the Customer Schedule and any EULA, these Terms are the complete and exclusive agreement between the Parties with respect to the subject matter of a Contract, and supersede any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the Parties regarding the subject matter of that Contract. These Terms prevail over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned.

16.7 - Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party (and on any resale of a Product by the Customer, such resale shall be made by the Customer as principal), or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

16.8 - If a provision in these Terms is held by any competent authority to be invalid or wholly or partly unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms or any Contract.

16.9 - The formation, construction, performance, validity and all aspects whatsoever of these Terms shall be governed by English Law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

16.10 - By entering into these terms and conditions, the customer permits Bright-Cyber to use the customers logo and trading name as a reference on marketing materials and its website. This includes customers of whom which Bright Cyber is subcontracted to work with, on behalf of a third-party.

Anecdotes terms of use

Latest version: [Platform terms of use](#)

Last Modified: July 2023

These Terms of Use, together with the terms set forth in any relevant order forms, exhibits, attachments and related policies (together, the "**Agreement**") is a binding contract between you ("**Customer**," "**you**," or "**your**") and Anecdotes (as further defined below) ("**Provider**," "**we**," or "**us**"). This Agreement governs your access to and use of the Anecdotes Services.

THIS AGREEMENT TAKES EFFECT WHEN YOU (A) ACCESS OR USE THE SERVICES, OR (B) SIGN AN ORDER FORM DETAILING THE SERVICES PURCHASED (the "**Effective Date**").

BY ACCESSING OR USING THE SERVICES OR BY SIGNING AN ORDER FORM REFERENCING THIS AGREEMENT, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. **Definitions.**

(a) "**Anecdotes**" means Anecdotes Inc. if the Customer is located in the United States and Anecdotes A.I. Ltd. if the Customer is located outside of the United States.

(b) "**Authorized User**" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased either hereunder through an Order Form or online registration page.

(c) "**Services**" means access to the Anecdotes Compliance OS platform provided by Provider under this Agreement, which are further described on Provider's website available at Anecdotes.ai and reflected in the Customer's order.

(d) "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically, within the Services, or in hard copy form.

(e) "**Order Form**" means the ordering document, signed by the parties which details the

Services purchased by Customer and the commercial terms related thereto.

(f) "**Provider IP**" means the Platform, the Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Feedback and Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services.

(g) "**Third-Party Products**" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services.

2. Access and Use.

(a) *Provision of Access.* Subject to and conditioned on your payment of Fees and compliance with all terms and conditions of this Agreement, Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Services during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein.

(b) *Documentation License.* Subject to the terms and conditions contained in this Agreement, Provider hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Services.

(c) *Use Restrictions.* You shall not, and shall not permit any Authorized Users to, use the Services, any software component of the Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services, any software component of the Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(d) *Aggregated Statistics.* Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile data and information related to Customer's use of the Services to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated**

Statistics"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Services. You agree that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(e) *Reservation of Rights*. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Provider IP.

(f) *Suspension*. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Platform or Services; (B) Customer's or any other Authorized User's use of the Platform or Services disrupts or poses a security risk to the Platform, Services, or to any other customer or vendor of Provider; (C) Customer or any other Authorized User is using the Platform or Services for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with 5 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

3. Customer Responsibilities.

(a) *Acceptable Use*. The Services may not be used for unlawful, fraudulent, offensive, or obscene activity. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements

that may be posted on <https://www.anecdotes.ai/> from time to time.

(b) *Account Use*. You are responsible and liable for all uses of the Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(c) *Customer Data*. You hereby grant to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to you. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.

(d) *Passwords and Access Credentials*. You are responsible for keeping your passwords and access credentials associated with the Services confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

(e) *Third-Party Products*. The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

4. Service Levels and Support.

(a) *Service Levels*. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels available at: <https://www.anecdotes.ai/service-level-agreement> ("**Service Levels**").

5. Fees and Payment. Customer shall pay Provider the fees as described on the relevant Order Form or online registration ("**Fees**") within thirty (30) days from the invoice date without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past

due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, Provider may suspend, in accordance with [Section 2\(g\)](#), Customer's and all other Authorized Users' access to any portion or all of the Services until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

6. Confidential Information. From time to time during the Term, Provider and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, that is marked, designated, or otherwise identified as "confidential" at the time of disclosure or which should reasonably be considered to be confidential and/or proprietary given the circumstances of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that, to the extent legally permissible, the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. *Privacy Policy.* Provider complies with its privacy policy, available at [Privacy Policy](#) ("**Privacy Policy**"), in providing the Services. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

8. *Intellectual Property Ownership; Feedback.* As between you and us, we own all right, title, and interest, including all intellectual property rights, in and to the Services, the Platform, the Documentation, and Feedback (as defined below). If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

9. *Limited Warranty and Warranty Disclaimer.*

(a) Provider warrants that it provides Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) *Customer Warranty.* You warrant that you shall use the Services in accordance with the provisions of this Agreement and the guidelines provided by the Company, from time to time.

(c) *Limitations.* It is understood and agreed that (i) certain portions of the Services may be provided by Company's third-party licensors, and the Company's ability to provide such portion of the Services is subject to the willingness of such licensors to continue to contract with it; (ii) complex software, as the Platform, is never wholly free from defects, errors and bugs. Therefore, and subject to the other provisions of this Agreement, the Company gives no warranty or representation that the Services will be wholly free from defects, errors and bugs; (iii) complex software, as the Platform is, is never entirely free from security vulnerabilities, however, the Company is making efforts to act in accordance with industry practices to prevent such security vulnerabilities; and (iv) the

Company will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Services, and, except to the extent expressly provided otherwise in this Agreement.

(d) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN [SECTION 9\(a\)](#) ABOVE, THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. *Indemnification.*

(a) Provider Indemnification.

1. Provider shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**"), incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.
2. If such a Third-Party Claim is made or Provider/either party reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 10(a)(ii) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

3. This [Section 10\(a\)](#) will not apply to the extent that any such Third-Party Claim arises from (a) any modifications to the Services; (b) use of the Services, Platform, or Documentation in breach of the terms of this Agreement; or (c) Third-Party Products.

(b) *Customer Indemnification.* Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses based on Customer's or any Authorized User's negligence or willful misconduct, use of the Services in a manner not authorized by this Agreement, and/or Customer's breach of applicable law; provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. *Limitations of Liability.* IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. *Term and Termination.*

(a) *Term.* The term of this Agreement begins on the Effective Date and continues for the term set forth in the relevant Order Form. The terms shall automatically renew, unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current services period.

(b) *Termination.* In addition to any other express termination right set forth in this Agreement:

1. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
2. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) *Effect of Termination.* Upon termination of this Agreement, Customer shall immediately discontinue use of the the Platform, the Services, the Documentation and the Provider IP. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) *Survival.* This Section 12(d), Sections 5, 6, 10, 11, 14, 15, 16, and 17, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

13. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. We will make commercially reasonable efforts to send notifications of updated terms to the email address you've provided to us, but we urge you to visit the website from time to time to ensure that you remain current on updated terms. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms.

14. Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services or the software or technology included in the Services to, or make the Services or the software or technology included in the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You

shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the software or technology included in the Services available outside the US.

15. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the city of San Francisco, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

16. Force Majeure. The Company shall not be liable for any failure to perform its obligations hereunder due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, war, terrorism, or acts of God such as fires, floods, electrical storms, pandemic, and natural catastrophes. In the event of a force majeure, the performance of the Company's obligations shall be suspended during the period of existence of such force majeure as well as the period required thereafter to resume the performance of the obligation.

17. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at info@anecdotes.ai and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by



you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.