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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.



LinkShadow End User License Agreement

END USER LICENSE AGREEMENT

THIS AGREEMENT GOVERNS YOUR USE OF PRODUCTS FROM LINKSHADOW, INC. ("LINKSHADOW").

IF THIS IS A TRIAL OF LINKSHADOW PRODUCTS, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT TRIAL.

BY ACCEPTING THIS AGREEMENT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE; BY EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT; OR FOR TRIAL, BY USING PRODUCTS SHIPPED DIRECTLY OR INDIRECTLY FROM LINKSHADOW ("ACCEPTANCE"), YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF THE COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT (THE "CUSTOMER"). YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE CUSTOMER AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, AND THEREFORE THE TERMS "YOU" OR "YOUR" SHALL REFER TO CUSTOMER AND ITS AFFILIATES AS WELL. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND NEITHER YOU NOR CUSTOMER MAY USE THE PRODUCTS.

You may not access the Products if You are LINKSHADOW's direct competitor, except with LINKSHADOW's prior written consent. In addition, You may not access the Products for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between the Customer and LINKSHADOW as of the date of Acceptance of this Agreement.

1 Definitions

"Hardware" means the LINKSHADOW hardware products set forth in the Order.

"Product" means the LINKSHADOW security services product(s) set forth in the Order that consist of Hardware, Software, and/or Subscriptions.

"Order" means a sales quotation or order confirmation provided by LINKSHADOW or its authorized representative that specifies Trial Product(s) or Product(s) to be provided under this Agreement.

"Software" means the executable code version of LINKSHADOW's software products set forth in the Order and any updates thereto furnished by LINKSHADOW under this Agreement.

"Subscriptions" means subscription-based Software or services provided by LINKSHADOW to Customer for a fixed or recurring period, subject to subscription fees for each such period as set forth in the Order.

"Trial Products" mean the Products that LINKSHADOW or its authorized representative makes available to Customer for evaluation purposes.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and affiliates of that company or entity which have entered into Orders.

2 Scope

2.1 Authorized LINKSHADOW Resellers. For any Products acquired by Customer through an authorized LINKSHADOW reseller, LINKSHADOW shall remain the "licensor" for purposes of the grant of the licenses and other rights hereunder, and Customer shall remain the "licensee" for purposes of the obligations contained herein, Customer shall contract directly with the authorized LINKSHADOW reseller for the purchase of Hardware and/or Maintenance provided by such authorized LINKSHADOW reseller.

3 Products and Services

3.1 Purchase of Hardware. Customer agrees to purchase the Hardware set forth in the Order on the terms set forth in this Agreement. Delivery shall be FCA (Incoterms 2010) LINKSHADOW's point of shipment. All delivery dates are estimates.

3.2 Software License. Subject to the terms and conditions of this Agreement, LINKSHADOW grants to Customer a nonexclusive, nontransferable, limited license to use the Software in accordance with the applicable user documentation and license keys provided by LINKSHADOW solely for Customer's internal use: (i) at the Customer

facility authorized in the Order, (ii) during the period for which Customer has purchased a then-current license and Subscription and paid the applicable subscription fees, (iii) by Customer employees up to the number of users for whom then-current licenses and Subscriptions have been paid, and (iv) for the measured usage ("Measured Usage"), up to the service level set forth in the Order ("Service Level").

3.3 Subscriptions. The Subscriptions will commence on the Effective Date (or other applicable start date specified in the Order) and will continue for the period set forth in the Order (the "Initial Subscription Term"). The Subscriptions will automatically renew at the end of the Initial Subscription Term and any subsequent term for a renewal term of one (1) year (each a "Renewal Subscription Term," and together with the Initial Subscription Term, the "Subscription Term") unless either party has provided written notice of non-renewal of the applicable Subscription at least ninety (90) days prior to the end of the then-current term. All renewals are subject to payment of applicable subscriptions fees.

3.4 Evaluation. Any Trial Products may only be used for evaluation during the evaluation period set forth in the Order, not to exceed 60 days ("Evaluation Period") or such longer period as may be approved in writing by LINKSHADOW in its sole discretion and solely for considering whether to purchase such Trial Products from LINKSHADOW and not for any other purpose or any productive use. Any rights to use the Trial Products beyond the scope of this Agreement shall be subject to a separate written agreement between LINKSHADOW and Customer. LINKSHADOW may, at its option, provide reasonable support for the Trial Products to facilitate Customer's ability to evaluate such technology, but shall have no obligation to provide any such support. During the Evaluation Period, LINKSHADOW may, at its sole discretion, limit certain functionality or features of the Trial Products. Customer shall discontinue all use of and return such Trial Products at the end of the Evaluation Period, or as per a notification from LINKSHADOW at its sole discretion, unless the Customer has properly procured the applicable Trial Products and converted them to Products hereunder.

3.5 Restrictions. Customer shall not (and shall not permit any third party to) (i) copy, modify, translate, reverse engineer, decompile, disassemble or otherwise reduce the Software or Subscriptions to human perceivable form or attempt to discover underlying source code, algorithms or techniques, (ii) provide, lease, use for or lend or otherwise allow use of any Product by or on behalf of any third party or at any location other than the Customer facility authorized in the Order, (iii) disclose any benchmarking, competitive analysis or other results obtained from any Product or use any Product or portion thereof to develop any similar item or any competitive products or services, (iv) use or remove the applicable Software or Subscriptions from any Hardware on which or for which they are provided under the applicable Order, (v) attempt to disable or circumvent any license key, encryption or other security device or mechanism used in connection with the Product, Software or Subscriptions; or (vi) remove or otherwise interfere with any portion of the Product designed to monitor Customer's compliance with this Agreement. Customer acknowledges that Software and Subscriptions may include license keys and other features that disable use at the end of the applicable license or Subscription Term, or once the Service Level set forth in the Order is met.

3.6 Proprietary Rights. The Software and Subscriptions are licensed and not sold. LINKSHADOW shall retain at all times the ownership of all Software and Subscriptions and all intellectual property rights relating thereto. Customer agrees that LINKSHADOW may use and exploit without restriction any error reports, suggestions and other information provided by Customer with respect to the Products and shall own any fixes, modifications, improvements and new versions made by LINKSHADOW based on such information. The Products, Software, documentation and other non-public information provided by LINKSHADOW, and the terms of this Agreement, are confidential to LINKSHADOW and shall not be disclosed by Customer to any third party. Products may contain certain software or portions provided under terms and conditions different from this Agreement (such as open source or community source), which may be identified in a text file or about box or in a file or files referenced thereby, and Customer agrees that such software or portions will be subject to such other terms and conditions to the extent inconsistent with this Agreement or to the extent required by such other terms and conditions. All implied licenses are disclaimed and all rights not expressly granted herein are reserved to LINKSHADOW.

3.7 Data Access. LINKSHADOW collects personally identifiable information about Customer and its users that may be uploaded during registration or account administration and information provided during support requests (collectively, "Customer Administrative Data"). Customer Administrative Data includes, for example, name, email address, phone number, and LINKSHADOW-generated licenses associated with a Customer's account or email address. In the provision of the Product or a Subscription (including services related thereto), LINKSHADOW may receive, store, process, and utilize network traffic data, including system stability data, threat detection information, user experience data, user interface data, and session and detection metadata (including packet capture data) (such data, "Customer Traffic Data" and, together with Customer Administrative Data, all such data

is “Customer Data”). Without limiting the foregoing, LINKSHADOW may automatically access, process, and retain Customer Traffic Data transferred on networks to which Customer connects any Product for purposes of product improvement, analysis, and evaluation as follows:

a. Default Access. LINKSHADOW may monitor and access: (i) system stability data, including uptime statistics for various processes; hardware, software and network failure indicators; and backtrace and call stack data; (ii) threat detection information, including the number, type and score of each threat detection instance (based on LINKSHADOW proprietary metrics); the attribution of each threat detection to an anonymized host; and the score for each anonymized host; (iii) anonymized user experience data, including the last login time; the frequency of logins; and User Interface clickstream data; and (iv) interface data.

b. Optional Metadata Access. As set forth in the Order or as Customer otherwise elects during the installation, configuration or use of the Products, LINKSHADOW may (in addition to the Customer Traffic Data set forth in Section 3.8a) monitor and access non-identifying session and detection metadata, including DNS, HTTP and session data; detection details; host ID mapping data; and precursors.

3.8 Data Access Consent. Customer acknowledges that the Products detect threats and attacks by monitoring Customer Data, and that the Products may be less effective in detecting threats, attacks, or other suspicious or unauthorized activity if the Products do not have adequate access to Customer Data. Customer authorizes and directs LINKSHADOW to store, process, retrieve, and disclose Customer Data for the following purposes: (i) providing service to Customer; (ii) analysing, maintaining and improving LINKSHADOW’s products and services; (iii) complying with legal, governmental or contractual terms or requirements, including without limitation good faith efforts to comply with such terms or requirements; (iv) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing LINKSHADOW products and services; and (v) anonymously aggregating and statistically analysing malicious or unwanted content. In addition, LINKSHADOW may use Customer Administrative Data for the following purposes: (a) to inform Customer about products, seminars and services LINKSHADOW believes may be of interest to you; (b) to contact Customer if LINKSHADOW needs to obtain or provide additional information; and (iii) to verify the accuracy of LINKSHADOW’s records. LINKSHADOW may use web analytics and cookies as set forth in the LINKSHADOW Privacy Policy available online at http://www.LINKSHADOW.ai/privacy_policy/, which LINKSHADOW may amend from time to time in compliance with applicable laws and regulations.

3.9 Data Protection by Customer. Customer represents and warrants that Customer’s use of the Products and Subscriptions complies with all applicable laws, including those related to data privacy, data security, and international communications and that Customer has obtained any and all consents necessary for LINKSHADOW to engage in data processing under this Agreement. Submission or provision of Customer Data to LINKSHADOW shall be at Customer’s own risk, and LINKSHADOW assumes no responsibility or liability for receipt of such Customer Data.

3.10 Confidentiality. The Software remains a confidential trade secret of LINKSHADOW and/or its suppliers. The Software is protected by the copyright and other intellectual property laws of the United States and international treaties. Customer acknowledges that, in the course of using the Product, including the Software, Customer may obtain or learn information relating to the Software, which may include, without limitation, information relating to the performance, reliability or stability of the Software, operation of the Software, knowhow, techniques, processes, ideas, algorithms, and software design and architecture (“Proprietary Information”). As between the parties, such Proprietary Information shall belong solely to LINKSHADOW. During and after the term of this Agreement, Customer shall hold in confidence and protect, and shall not use (except as expressly authorized by this Agreement) or disclose, Proprietary Information to any third party.

4 Term and Termination. This Agreement shall commence as of the Effective Date and shall continue for each Order until the end of the applicable Subscription Term, unless earlier terminated. Either party may terminate this Agreement or an applicable Order in the event of breach by the other party that is not cured within 30 days after notice (or 10 days for breach of payment or license restrictions). LINKSHADOW may terminate this Agreement immediately upon Customer becoming insolvent or generally failing to pay its debts as they become due, or commencing or becoming subject to reorganization, insolvency or liquidation proceedings or ceasing to conduct business in the ordinary course. Upon termination, all licenses and Subscriptions shall terminate and Customer shall return and cease all use of the Software and Subscriptions. Sections 3.6, 3.7, 3.9, 3.10, 3.11, 6, 7, 8 and 9, and all payment obligations accruing prior to termination, will survive.

5 Limited Warranty 6.1 Limited Warranty. Hardware as delivered by LINKSHADOW will be free from material defects in materials and workmanship for a period of ninety (30) days from the date of shipment. Customer’s sole remedy, and LINKSHADOW’s exclusive liability, with respect to such warranty will be to repair, replace or provide a

refund of the purchase price (at LINKSHADOW's option) for the defective Hardware or portion thereof, subject to return within the applicable warranty period in accordance with LINKSHADOW's return materials authorization (RMA) procedures and provided the defect is not due to accident; unusual physical, electrical or electromagnetic stress; neglect; modification, alteration or misuse; or failure to properly install, operate and maintain in accordance with the manufacturer's specifications. Software and Subscriptions are subject to maintenance as set forth in Exhibit A and not warranty. LINKSHADOW does not warrant that Product will meet Customer's requirements or function uninterrupted or error free. EXCEPT AS EXPRESSLY SET FORTH ABOVE, PRODUCTS, SOFTWARE, HARDWARE, SUBSCRIPTIONS AND ANY SERVICES ARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND LINKSHADOW SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING SECTIONS 6 (LIMITED WARRANTY) AND 7 (LIMITATION OF LIABILITY), DURING THE TRIAL THE PRODUCTS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND LINKSHADOW SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE PRODUCTS FOR THE TRIAL PERIOD. WITHOUT LIMITING THE FOREGOING, LINKSHADOW AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) USE OF THE PRODUCTS DURING THE TRIAL PERIOD WILL MEET ANY REQUIREMENTS, AND (B) USE OF THE PRODUCTS DURING THE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 7 (LIMITATION OF LIABILITY), CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO LINKSHADOW AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF ITS USE OF THE PRODUCTS DURING THE TRIAL PERIOD, AND ANY BREACH BY CUSTOMER OF THIS AGREEMENT.

5.2 RMA Procedures. Prior to return of any Hardware, Customer will execute and report the results of any tests or diagnostics specified by LINKSHADOW, confirm limited warranty status with LINKSHADOW and obtain and affix an RMA number from LINKSHADOW prior to shipment. Returns with RMA number are to be shipped by Customer, freight pre-paid, to LINKSHADOW's designated return or repair facility, so that they are received within 2 weeks of obtaining the RMA number. Any Hardware found to be out-of-warranty, including any with a voided warranty, is subject to charges for processing and repair or replacement at LINKSHADOW's then-current rates.

6 Limitation of Liability. IN NO EVENT SHALL LINKSHADOW BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING COSTS OF PROCUREMENT OF SUBSTITUTE GOODS) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCT OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LINKSHADOW'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES WILL NOT EXCEED THE AMOUNT PAID FOR THE RESPECTIVE PRODUCT, SOFTWARE, SUBSCRIPTION OR SERVICE TO WHICH THE CLAIM RELATES, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

7 Governing Law; Disputes. This Agreement is governed by UAE law, excluding its choice of laws rule. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall not apply. Any dispute or claim arising out of or related to this Agreement, or breach or termination thereof, shall be subject to exclusive jurisdiction, forum and venue of Dubai courts in the United Arab Emirates, and the parties agree and submit to the personal and exclusive jurisdiction of these courts. This Agreement and all proceedings shall be in the English language only.

8 Export; FCPA. Products may not be exported without prior written consent of LINKSHADOW. Customer warrants and hereby gives written assurance to LINKSHADOW that Customer will comply with all U.S. and foreign export and re-export restrictions applicable to the Products, documentation and technical information provided hereunder. Company warrants that it shall comply with the Foreign Corrupt Practices Act ("FCPA") in all dealings with, by, for or on behalf of LINKSHADOW, and shall not offer, promise, give, demand, seek or accept, directly or indirectly, any gift or payment, consideration or benefit in kind that would or could be construed as an illegal or corrupt practice.

9 Miscellaneous. This Agreement and the rights hereunder may not be assigned or otherwise transferred, either directly or indirectly, by Customer without the prior written consent of LINKSHADOW. This is the entire Agreement between the parties relating to the subject matter hereof and no waiver or modification of the Agreement shall be valid unless in writing signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. This Agreement supersedes all pre-printed terms and conditions in any purchase order or other business form submitted by Customer and any inconsistent non-pre-printed terms, all of which are rejected. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

Priority Definition

1. **Severity 1 – Catastrophic:** LinkShadow appliance is not booting up. Complete System Failure.
2. **Severity 2 – Critical:** LinkShadow Appliance is booting but not able to connect. Critical services are failed. Appliance is restarting frequently
3. **Severity 3 – High:** LinkShadow appliance is booting up, users are able to connect but the system functionality is affected. Alerts/Dashboards are not loading up.
4. **Severity 4 – Normal:** Appliance is booting up, Users are able to connect, all system functionality is working fine, minor issues in the functionality, and This priority includes feature, information, documentation, how-to and Enhancement requests from the customer.

SLA

Support Type	Premium Support	Standard Support+
Business Hours Availability	Sun to Thurs 9 AM to 6 PM GMT+4 (For EMEA)	
Support Channel	Call/Email/Support Portal	Email/Support Portal
After Hours Availability	Yes – 24x7x365	No
Advanced RMA Next Business Day Shipment **	Yes	No

SLA Response Time		
SLA	Premium Support	Standard Support+

Severity 1 - Catastrophic	< 1 Hour	< 1 Business Hour
Severity 2 - Critical	2 Hours	2 Business Hours
Severity 3 - High	4 Hours	4 Business Hours
Severity 4 - Normal	8 Business Hours	8 Business Hours

**Advanced RMA provided only when the complete appliance has failed. For component failures like hard drives, memory modules, power supply will be provided based on the availability at the local distributor.

** Managed Shadow Service will have separate SLA's as per the kind of coverage purchased. Details of which can be shared on request.

Contact Support

Phone Number

For EMEA and APAC- (+971) 800 - 78275465

For US and Canada - +1 877 267 7313

Email – support@linkshadow.com

Portal - <https://www.linkshadow.com/account/login>