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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.

Panorays Service Terms and Conditions

Panorays Service Terms and Conditions

The following service terms and conditions (“**Agreement**”) are hereby incorporated by reference into the Proposal (as defined below) entered into between you (“**you**” or “**Customer**”) and Panorays Ltd. and its affiliates (“**Panorays**”, “**we**”, “**our**” or “**us**”) and govern your access to, and use of, (i) the Panorays software-as-a-service platform and related documentation, and features, as well as any fixes, updates or upgrades thereto (“**Software**”), (ii) related security information, security scoring and penetration rating services (“**Security Rating Services**”) and (iii) Reports (as defined below), ((i) – (iii) which shall hereinafter be referred to as the “**Services**”).

By accepting this Agreement, accessing and/or using Panorays’ Services or any part thereof, you expressly acknowledge and agree that you have understood and agree to comply with, and be legally bound by, this Agreement. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not accept this Agreement, sign in, access or use the Services or any part thereof.

1. **Ability to Accept.** By accessing and/or using the Software, you affirm that you are over 18 years of age.
2. **Proposals.**
 - 2.1. You may order Services by completing, executing and submitting to Panorays an ordering document, executed by you in the form provided to you by Panorays (“**Proposal**”). Each Proposal will set forth the type and description of the Services and the quantities being ordered and the applicable fees payable for such Services. Proposals shall become binding upon their written acceptance by Panorays. In the event of a conflict between the terms of this Agreement and a Proposal, the terms of this Agreement shall prevail unless explicitly stated otherwise in a Proposal. Panorays shall not be responsible for providing any service or product not described in the applicable Proposal. You agree and acknowledge that any use of the Services beyond the set Services and/or quantities outlined in the Proposal will incur additional charges. For clarity, if you are using the Services to perform a limited self-assessment only, this Agreement shall still apply notwithstanding any lack of Proposal.
 - 2.2. You may order Services by registering on the Panorays website for a free trial (“**Demo**”). After ordering a Demo, the Services, in whole or in part, will be available to you, free of charge, until the earlier of: (a) the end of the Demo period for which you were registered to use the applicable Services; or (b) the start date of any Proposal ordered by you (in each case, unless earlier terminated in accordance with this Agreement). The Services provided by Panorays as part of the Demo may be permanently lost or deleted at the end of the Demo period, unless you order the same services as those covered by the Demo or upgraded Services, before the end of the Demo period. PANORAYS WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A DEMO.
3. **Security Rating Services.** Panorays shall provide the Security Rating Services, subject to the terms set forth in your Proposal (if applicable) and this Agreement.
4. **Reports.** The Software allows you to access results, information and reports obtained from and created in connection with the Security Rating Services (“**Reports**”). Subject to the terms set forth in your Proposal (if applicable), the Reports may include Reports pertaining to you, your employees and contractors, or to specific third parties.
5. **Right to Use the Software.** Subject to the terms and conditions of this Agreement and payment of any applicable fees, Panorays grants you a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable and non-transferable right to access and use the Software on a device which you own or control for internal business purposes, in accordance with any applicable use restriction set forth herein or in the Proposal (if any). The license shall continue until terminated in accordance with Section 20 (*Term and Termination*).
6. **Account.** If you create an Account in connection with your use of the Software (“**Account**”), you must

provide accurate and complete information about yourself. You hereby agree: (a) not to allow anyone other than yourself to access or use your Account, not to create an Account for any third party and not to use the account of any third party without their permission; (b) to provide accurate and complete Account and login information; (c) to remain solely responsible and liable for the activity that occurs in connection with your Account; (d) to keep your Account password secure; and (e) to notify Panorays immediately of any breach of security or unauthorized use of your Account.

7. **Restricted Use.** You shall not, and shall not allow any third party to: (a) copy, distribute, broadcast, rent, lease, lend, use for timesharing or service-bureau services, export, modify, adapt, translate, enhance, customize, or otherwise create derivative works of, the Software or any part thereof; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of, the Software or any part thereof; (c) remove or distort any proprietary notices, labels or legends on or in the Services; (d) use any automated means to access or use the Services, nor circumvent or disable any security or technological features of the Services; (e) use, send, upload, post, transmit or introduce any device, code, routine or other item (including without limitation bots, viruses, worms, and Trojan horses) that interferes (or attempts to interfere) with the operation or integrity of the Software, nor any content that is unlawful, infringing, defamatory, deceptive, obscene fraudulent, harassing, pornographic, or abusive; (f) use the Services to design or develop any competing product or service that competes with the Services; (g) use the Services for any unlawful or fraudulent purpose, to breach this Agreement, or infringe or misappropriate any third party intellectual property, privacy, or publicity right; (h) take any action that imposes or may impose, as determined in Panorays' sole discretion, a disproportionately large load of incoming requests on the Software infrastructure; (i) violate or abuse password protections governing access to the Software; (j) use or direct the Services to interact with IPs or devices for which you are not expressly authorized to do so; or (k) use the Service directly or indirectly to initiate, propagate, participate, direct or attempt any attack, hack, or send bandwidth saturation, malicious or potentially damaging network messages to any device.

8. **Assessment Data.**

- 8.1. **"Assessment Data"** shall be defined as electronic data and information submitted by or for you to the Services or collected and processed by or for you as a result of your use of the Services (including but not limited to username, vendor information, support requests, issue remediation). For clarity, Assessment Data may include data provided by you and/or your vendors in the context of the Software (which shall, as between the parties, remain owned by you and/or your vendors and shall only be used by Panorays to provide the Services or in accordance with this Agreement).
- 8.2. You hereby grant to Panorays a non-exclusive, perpetual right to collect, use, process, display, analyze, copy and store the Assessment Data in order to: (i) create Reports and provide the Services; (ii) administer and make improvements to the Services and (iii) collect and analyze anonymous information. You are solely responsible for the backup of Assessment Data and you alone can implement backup plans and safeguards appropriate for your requirements.
- 8.3. The Assessment Data is made available *as-is*. Panorays is not responsible for the Assessment Data including for any errors or omissions by you in respect thereto or for any decision, act or omission made by you in respect of or as a result of the Assessment Data. You represent, warrant and covenant that you shall only provide Assessment Data that does not violate or infringe any applicable law or rights of any third parties. You represent and warrant that you own or have obtained the rights to or in the Assessment Data, and you have the right to provide Panorays the license granted in Section 8.2 in accordance with this Agreement.

9. **Privacy.**

- 9.1. You hereby warrant and represent that you will provide all appropriate notices, obtain all required informed consents, comply at all times with all applicable privacy and data protection laws and regulations (including the EU General Data Protection Regulation ("**GDPR**")) for allowing Panorays to use the Assessment Data in accordance with this Agreement (including, without limitation, the provision of such data to Panorays, the transfer of such data by Panorays to its affiliates and subcontractors, including transfers outside of the European Economic Area).
- 9.2. To the extent that Customer needs a data processing agreement or CCPA Addendum, Customer shall send an email to privacy@panorays.com and request the Panorays' Data Processing Agreement and/or CCPA Addendum, as applicable (such applicable document(s), the "**DPA**") and return it signed to Panorays as described therein.
- 9.3. In the event you fail to comply with any data protection or privacy law or regulation, the GDPR and/or any provision of the DPA and/or fail to return an executed version of the DPA to Panorays,

then: (a) to the maximum extent permitted by law, you shall be solely and fully liable for any such breach, violation and/or infringement and/or processing of personal data without a DPA by Panorays and Panorays' affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents); and (b) in the event of any claim of any kind related to any such breach, violation or infringement, and/or any claim related to processing of personal data without a DPA, you shall defend, hold harmless and indemnify Panorays and Panorays' affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees.

- 9.4. Notwithstanding anything to the contrary, you acknowledge that certain information, including without limitation, personal data and/or Assessment Data provided to Panorays by you under this Agreement and/or the DPA: (i) may have already been provided, or will be provided, by other customers to Panorays, (ii) may have already been collected, or will be collected by Panorays independently, or from other customers regardless of this Agreement, and/or (iii) may be available on public sources or publicly available data sources. For the avoidance of doubt, processing of such information shall not be considered a breach of this Agreement and/or the DPA, and such information may be collected, used, transferred and processed by Panorays without any obligations or liability to you.

10. Proprietary Rights.

- 10.1. Ownership. The Software is licensed and not sold to you under this Agreement. You expressly acknowledge that as between you and Panorays, Panorays solely and exclusively owns any and all worldwide right, title and interest in and to the Software and Security Rating Services, including all worldwide intellectual property rights therein, and including any modifications thereto and any reports and data derived thereunder, regardless of whether they are developed by either party. Nothing in this Agreement constitutes a waiver of Panorays' intellectual property rights under any law.
- 10.2. Feedback. If you contact Panorays with any suggestions or feedback data regarding the Services, which may include suggestions for, or feedback concerning, customizations, features, improvements, modifications, corrections, enhancements, derivatives or extensions (collectively, "**Feedback**"), such feedback shall be deemed to be the sole property of Panorays and Panorays will be free to adopt such Feedback for any of its products or services, use it in any other manner, disclose, reproduce, license or otherwise distribute and exploit the Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You hereby waive any right to the Feedback, including but not limited to, any right for royalties or any other consideration, and undertake to treat the Feedback as Confidential Information (as defined below) of Panorays.
- 10.3. Trademarks. Subject to the terms and conditions of this Agreement, you hereby grant to Panorays a limited, non-exclusive, non-transferable, non-assignable, non-sub-licensable, and revocable license to use, reproduce, distribute, and display in promotional materials the names, marks, and logos provided by you for purposes of publicity and marketing only, including referencing you as Panorays' customer.

11. **Third Party Software**. You expressly acknowledge that the Software (which is a software-as-a-service platform provided online) may include third party components ("**Third Party Software**"), which shall be used by you solely in conjunction with the Software, and shall not be used for any other purpose without the prior written consent of Panorays. Such Third Party Software is provided "As-Is" without any warranty of any kind. In the event of any inconsistencies or conflicting provisions between the Third Party Software licenses and the provisions of this Agreement, the provisions of the Third Party Software licenses shall prevail. Panorays represents and warrants that the Software shall not include any Third Party Software that is subject to a license that requires that the Third Party Software, or other software distributed and/or combined with the Third Party Software, be: (a) disclosed or distributed in source code form, (b) licensed for the purpose of making derivative works, or (c) redistributable at no charge

12. **Third Party Sources**. You may be able to view, access, link to, and/or use third party platforms and/or services (collectively "**Third Party Source(s)**") via the Software and/or may be able to view, access, link to, and use the Software and/or Services via Third Party Sources. For the avoidance of doubt, once you request Panorays to enable and allow the connection or integration with a Third Party Source, or access to such Third Party Source, it is hereby agreed such action and/or request is your

instruction under this Agreement and/or the DPA (if any) to do so. You hereby agree and acknowledge that: (a) Panorays has no control over such Third Party Sources; (b) Panorays does not assume any responsibility for the content, terms of use, policies, actions or practices of any Third Party Sources, including, without limitation, any use and/or processing of your data by such Third Party Sources; (c) Panorays expressly disclaims all warranties regarding, the accuracy, appropriateness, usefulness, safety, infringement, or intellectual property rights of, or relating to, such Third Party Sources; (d) you are solely responsible and liable for your interaction and integration with such Third Party Sources, including without limitation by executing the relevant contractual documents to this effect; and (e) you agree to waive, and hereby do waive, any legal or equitable rights or remedies regarding the foregoing. You acknowledge that the data will be stored and processed by the Third Party Source as described in Third Party Source's legal documentation.

- 13. No Advice.** Some of the Services may include assessments relating to recent data and privacy regulations. For the avoidance of doubt, the Services do not constitute legal advice, nor a certification or guarantee with respect to present or future compliance with any data protection or privacy laws and/or regulations. The questions included in any questionnaire are selected by Customer and not by Panorays. Specific outcomes, results and evaluations which may be provided as part of the Services should not be relied upon by you or third parties as proof of compliance with data protection and privacy laws and/or regulations. PANORAYS, ITS AFFILIATES AND/OR SUBCONTRACTORS MAKE NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AS TO THE INFORMATION PROVIDED BY IT OR BY THIRD PARTIES IN CONNECTION WITH THE SERVICES (INCLUDING ANY DATA PROTECTION AND PRIVACY COMPLIANCE WORK) PERFORMED BY PANORAYS HEREUNDER. PANORAYS, ITS AFFILIATES AND/OR SUBCONTRACTORS ALSO DISCLAIM ANY RESPONSIBILITY FOR ANY INFORMATION OR REPRESENTATIONS, MADE OR PROVIDED BY YOU. PANORAYS, ITS AFFILIATES AND SUBCONTRACTORS DO NOT INTEND NOR REPRESENT THE PROVISION OF LEGAL ADVICE THROUGH ANY OF ITS SERVICES, WORK OR DOCUMENTATION. YOU ARE ADVISED TO CONSULT SEPARATELY WITH LEGAL ADVISORS, AS YOU SEE FIT.
- 14. Confidentiality.** Each party agrees to keep confidential and to use only for purposes of performing its obligations under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement ("**Confidential Information**"). The obligation of confidentiality shall not apply to information which is publicly available through authorized disclosure or which is required by law, government order or request to be disclosed (provided that the receiving party shall give written notice to the other party prior to such disclosure and reasonably cooperate, at the objecting party's expense, to take legal steps to resist or narrow such request). You acknowledge that the Services and any information in connection therewith shall be deemed as Panorays' Confidential Information. Upon any termination of this Agreement, each party shall return to the other party all Confidential Information of the other party, and all copies thereof, in the possession, custody or control of the party unless otherwise expressly provided in this Agreement.
- 15. Payments.** In consideration for the Service rendered by Panorays to you, you shall pay the applicable, non-refundable subscription fees specified in the Proposal (if any), at such times and for such periods as set forth therein. If not otherwise specified in the Proposal, all fees shall be paid annually and shall be due and payable within thirty (30) days of the date of invoice. Late payment shall be subject to a late fee equal to 1.5% per month or, if less, the maximum amount allowed by applicable law. All amounts payable hereunder shall not be subject to any set-off or deduction. All fees are exclusive of any applicable taxes, duties and similar governmental charges, and you are responsible for payment of all such amounts, including sales tax, value added tax (VAT), withholding taxes, export, import and other duties imposed by any governmental agency in connection with this Agreement. If any withholding tax is required by applicable law to be paid to the local tax authorities in relation to payments due to the Panorays under this Agreement, you shall gross-up the payments to ensure remittance of the full amounts owed without any deduction. Upon remittance of the required withholding taxes to the appropriate tax authorities, you will provide Panorays with official receipts from the appropriate taxing authorities to establish that any applicable taxes have been paid.
- 16. Warranty Disclaimer.** THE SERVICES ARE PROVIDED "AS IS", AND PANORAYS DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. PANORAYS OR ANY OF ITS AFFILIATES, SUBCONTRACTORS AND AGENTS WILL NOT BE LIABLE OR RESPONSIBLE FOR: (a) ANY TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING WITHOUT LIMITATION SLOW

INTERNET CONNECTIONS OR OUTAGES); AND/OR (b) ANY ISSUE THAT IS ATTRIBUTABLE TO YOUR HARDWARE OR SOFTWARE OR YOUR INTERNET OR DATA SERVICES. PANORAYS DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION THE REPORTS. YOUR USE OF AND RELIANCE UPON THE SERVICES IS ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND PANORAYS, ITS AFFILIATES, SUBCONTRACTORS AND/OR AGENTS SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU OR TO ANY THIRD PARTY IN CONNECTION WITH ANY OF THE FOREGOING.

17. Limitation of Liability. IN NO EVENT WILL PANORAYS, ITS AFFILIATES, SUBCONTRACTORS AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF USE, DATA, GOODWILL, BUSINESS, PROFITS, USE OF MONEY, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, FINES OR OTHER PENALTIES FOR NONCOMPLIANCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, CONFIDENTIAL INFORMATION, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT PANORAYS (AND ITS LICENSORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, PANORAYS' TOTAL CUMULATIVE AND AGGREGATED LIABILITY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID TO US BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR FIFTY (\$50) US DOLLARS, WHICHEVER IS GREATER.

18. Indemnification.

18.1. You agree to defend, indemnify and hold harmless Panorays, its affiliates, and its respective officers, directors, employees and agents, and subcontractors from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Services; (ii) your violation of this Agreement; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right (for example, any claim that Assessment Data and/or personal data infringes or violates the rights of any third party). Without derogating from or excusing your obligations under this Section, Panorays reserves the right (at your expense), but is not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining Panorays' express written approval.

18.2. Panorays agrees to defend, indemnify and hold harmless Customer from and against any and all third party claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from any suit or claim that the Software, Services and/or Panorays intellectual property infringes or misappropriates the intellectual property of any entity or person. This indemnity is subject to Customer providing Panorays with written notice of the claim and allowing Panorays sole control of the defense and/or settlement thereof.

19. Modification to Software. Panorays reserves the right, at any time, to: (i) discontinue, change, update or modify the Software or any aspect or feature thereof; (ii) reduce or otherwise modify the storage capacity of the Software; and (iii) remove or limit your access to any aspect or feature of the Software, provided that Panorays shall use reasonable efforts to ensure such discontinuance, change, update, or modification does not materially affect the quality or performance of the Software licensed to Customer.

20. Term and Termination

20.1. This Agreement is effective until terminated in accordance with this Section or until the end of the subscription term as set out in the applicable Proposal.

20.2. The license granted hereunder shall terminate immediately upon: (i) termination of this Agreement in accordance with Section 20.1.; or (ii) written notice from Panorays to you in the event of your use of the Services for purposes other than the purposes permitted under this Agreement by you and/or any other failure by you to comply with any provision of this Agreement.

20.3. Upon termination of this Agreement, you shall cease all access to and use of the Software and the Security Rating Services. This Section 20.3 and Sections 7 ("*Restricted Use*"), 8.3, 10

("Proprietary Rights"), 13 ("No Advice"), 14 ("Confidentiality"), 16 ("Warranty Disclaimer"), 17 ("Limitation of Liability"), 18 ("Indemnification"), and 21 ("Assignment") to 25 ("General") shall survive termination of this Agreement.

- 21. Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Panorays without restriction or notification.
- 22. Modification of Agreement.** Panorays reserves the right to modify this Agreement at any time by publishing the revised Agreement in the Software. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the Services or any part thereof thereafter means that you accept those changes. No amendment of or waiver of this Agreement, or modification thereof that materially impacts your access to or use of the Services will be enforceable unless agreed in writing by the parties hereto.
- 23. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Israel only the competent courts in Tel Aviv Jaffa, Israel shall have jurisdiction over any dispute arising from this Agreement. If you incorporate in the United States or Canada, This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA., and only the competent courts located in Delaware, USA, shall have jurisdiction over any dispute arising from this Agreement.
- 24. Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**FME**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) failure of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, shortage of adequate power or transportation facilities; and (j) other events beyond the reasonable control of the party impacted by the FME.
- 25. General.** If any provision, or part thereof, of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and such reform shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. This Agreement, and any other legal notices published by us in connection with the Services, shall constitute the entire agreement between you and Panorays concerning the Services. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. **YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

Last updated: *July 2023*