

Bespin Labs

Standard Terms and Conditions

The following standard terms and conditions (**STCs**) constitute your agreement (**Agreement**) with Bespin Labs Ltd for the supply of SaaS Products.

This Agreement is a legally binding agreement between you as the customer (**You**, **Your** or **Customer**) and Bespin Labs Ltd, a company registered in England and Wales at Bates Mill, Colne Road, Huddersfield, HD1 3AG United Kingdom (**We**, **Our** or **Us**).

1. Definitions and Interpretation

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

Admin User: any user who has been assigned Google Workspace administration privileges on a domain;

Affiliate: any person or entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

Billing Period: the annual, quarterly, or monthly interval during which the prevailing user count or storage capacity is measured and the corresponding subscription fees or charges are invoiced in advance;

Charges: the amounts Ordered and payable by You;

Confidential Information: information that is proprietary or confidential and is either clearly identified as such or would be regarded as confidential by a reasonable business person, including the Charges and any special terms agreed between the parties;

Data Processing Agreement (DPA): the data processing agreement used by the SaaS Provider as set out in Schedule 1 or such other data processing agreement as agreed between the parties;

Effective Date: the date on which We commence supplying SaaS Products to You;

Google Workspace: a collection of cloud computing, productivity and collaboration tools, software and products for organizations developed by Google and offered worldwide apart from Cuba, Iran, North Korea, Syria and parts of Ukraine;

Intellectual Property Rights: means all copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered, including (without limitation) patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in designs, database rights, rights to use, confidential information (including know-how and trade secrets), registered design and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world;

Invoice: Our statement showing the SaaS Product Subscription costs requested in Your Order which are now due for payment;

Order: Your written instructions to Us via email to provide SaaS Product(s), or implicitly enabled via Google Workspace Marketplace under the respective SaaS Provider's User Agreement, both supplied by Us under these STCs;

Patronum: a SaaS Product for enhanced Google Workspace user and file management by any Admin Users in an organization, supplied by Us as SaaS Provider and set out further on the website <https://patronum.io> as updated by Us from time to time;

Quotation: Our written statement setting out the costs for SaaS Products according to these STCs, unless varied by special terms which You accept when You Order;

Renewal Date: the anniversary to the Subscription Date in respect of the next Renewal Period for a SaaS Product;

SaaS Provider: a service operator who provides a SaaS Product including access security, data protection and subject to their terms and conditions of use;

SaaS Product: software as a service product supplied predominately online over the world wide web for a Subscription;

Subscription: the fees paid or payable by You for a SaaS Product;

Subscription Date: the first day of a SaaS Product initial 12-month Subscription term, or other initial term;

User Agreement: the terms of use, subscription or user agreement with a SaaS Provider that governs the access and use of a SaaS Product as set out in Schedule 1.

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

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

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

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

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

1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.9 A reference to writing or written includes email, but not fax.

1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.11 This Agreement is made up of the following and in the event of any conflict or inconsistency among the following documents, the order of precedence shall be as follows: (a) Quotation by Us; (b) these STCs; (b) the SaaS Provider's DPA; (c) the SaaS Provider's User Agreement.

2. Ordering services

2.1 We will provide You with a Quotation for SaaS Products on request by email.

2.2 We can withdraw, cancel or amend a Quotation if it has not been accepted by You within the stated validity period.

2.3 You will generate an implicit order for a SaaS Product by installing it on Your Google Workspace domain unless You uninstall or cancel the SaaS Product before the end of its free trial period. The SaaS Provider will suspend Your access and use

after a trial until the Subscription is paid or as otherwise agreed between You and Us.

2.4 To explicitly order a SaaS Product you will need to send an approved Order via email to Us, subject to these STC's, unless varied by a Quotation and we will enable You to install or continue accessing and using the requested SaaS Product on Your Google Workspace domain.

2.5 Your approved purchase Order must provide relevant, valid, up-to-date and complete contact and billing details to Us.

2.6 We will invoice You for immediate payment:

(a) on receipt of Your Order; or

(b) when a free trial ends and Your implicit order for a SaaS Product has not been canceled.

2.7 The terms of this Agreement prevail over any terms or conditions contained in any other documentation related to the subject matter of this Agreement and expressly exclude any of Your general terms and conditions on Your Order or other document issued by You, unless special terms have been offered in a written, valid Quotation by Us and these have been accepted by You.

3. Charges

3.1 Unless otherwise notified all SaaS Product Subscriptions are invoiced in advance of each Billing Period and normally based on an annually recurring subscription;

3.2 The Charges are either specified on the SaaS Provider's online price list or otherwise set out in Our Quotation to You and may vary in each Billing Period;

3.3 All Charges stated or referred to in this Agreement:

(a) shall be payable in GBP, EUR, AUD, USD according to the invoice unless otherwise offered by Us;

(b) are, subject to each SaaS Provider's cancellation notice period, non-cancellable and non-refundable;

(c) are exclusive of value added tax or other taxes, which shall be added to Our invoice(s) at the appropriate rate.

3.4 We shall be entitled to amend the Charges for any SaaS Product upon 60 days' notice to the You, such notice to expire at the end of the initial Subscription term or then current renewal period.

4. Payment

4.1 We accept payments by bank transfer or card payment. We cannot accept payments by check.

4.2 Initial term. Payments due to Us shall be made in full the later of, the date of the relevant invoice, or each SaaS Product's Subscription Date specified in Our Invoice unless otherwise agreed in writing between Us and You.

4.3 Renewal terms: At reasonable notice before each SaaS Product Renewal Date we will issue Our Invoice for each Billing Period, unless the subscription has been canceled in accordance with that SaaS Provider's cancellation notice period and We have been notified at the same time.

4.4 If We have not received prompt payment in full for any Invoice issued in advance of a Billing Period for SaaS Product(s), and without prejudice to any of Our other rights and remedies:

- (a) We, or the SaaS Provider(s) on Our instruction, may without liability to You, suspend access to the SaaS Product(s) and We shall be under no obligation to provide access to the SaaS Product(s) while any invoices remain unpaid; and

- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

4.5 You shall not be entitled by reason of any set-off, counterclaim, abatement, or other similar deduction to withhold payment of any amount due to Us.

4.6 If payment remains overdue for 30 days, We may terminate this Agreement subject to the provisions of clause 10.2. In the event of such termination, You shall not be entitled to a refund of any amounts previously paid under this Agreement.

4.7 We may in the future request payment by credit or debit card, on a recurring basis, for Subscriptions. You agree to provide and maintain valid credit or debit card details upon Our request and authorize Us to automatically charge the card on a recurring basis within 5 days of receipt of the invoice issued under clauses 4.2 or 4.3 above. In the event that We have exercised Our right to request card

payments, You may cancel the recurring card payments at any time by notifying Us in writing and the cancellation will take effect from the next payment due date.

5. Intellectual property rights

5.1 You acknowledge and agree that Intellectual Property Rights in all SaaS Products supplied by Us anywhere in the world belong to their respective SaaS Providers' (or their licensors), that rights in all SaaS Products are subscribed (not sold) to You, and that You have no rights in, or to, the SaaS Products including documentation other than the right to use them in accordance with the terms of the relevant SaaS Providers' User Agreement.

6. Confidentiality

6.1 Obligations. Both during this Agreement and after its termination, each party will:

- (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and
- (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this clause 6.1.

6.2 Exceptions. Confidential Information does not include information that:

- (a) the recipient of the Confidential Information already knew;
- (b) becomes public through no fault of the recipient;
- (c) was independently developed by the recipient; or
- (d) was rightfully given to the recipient by another party.

6.3 Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible:

- (a) uses commercially reasonable efforts to notify the other party; and

(b) gives the other party the chance to challenge the disclosure.

6.4 The provisions of this clause will survive the termination of this agreement for any reason for a period of 3 years.

7. Protection and processing of personal data

7.1 For each SaaS Product the terms of the relevant SaaS Provider's DPA (as set out in Schedule 1) are incorporated into their User Agreement by reference and shall apply to the processing of personal data by them on behalf of You under their User Agreement.

8. Warranties

8.1 Each party represents, warrants and undertakes that:

(a) it has full capacity and authority and all necessary consents to enter into and to perform this Agreement and to grant the rights, permissions and licenses referred to in this Agreement and that this Agreement is executed by its duly authorized representative and represents a binding commitment on it; and

(b) it shall comply with all applicable laws in the performance of its obligations under this Agreement.

9. Limitation of liability

9.1 Nothing in this Agreement limits or excludes Our liability for:

(a) death or personal injury resulting from Our negligence;

(b) fraud or fraudulent misrepresentation;

(c) any other liability that cannot be excluded or limited by English law.

9.2 Neither party will in any circumstances whatever be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

(a) loss of profits, sales, business, or revenue;

(b) business interruption;

(c) loss of anticipated savings;

(d) loss of business opportunity, goodwill or reputation;
whether any of the losses set out at sub-clauses (a) to (d) above are direct or indirect; or

(e) any special, indirect or consequential loss, damage, subscription or expense.

9.3 Either party's maximum aggregate liability to the other party under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, will in all circumstances be limited to the Subscription fees paid over the previous 12-month period. This maximum cap does not apply to Our liability in clause 9.1.

9.4 This Agreement sets out the full extent of Our obligations and liabilities in respect of the supply of SaaS Products. Except as expressly stated in this Agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Us. Any condition, warranty, representation or other term concerning the supply of SaaS Products might otherwise be implied into, or incorporated in, this Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

10. Term and termination

10.1 This Agreement shall commence on the Effective Date and continue whilst there is a current SaaS Product Subscription in full force and effect subject to the provisions of clause 4 (Payment), unless terminated earlier in accordance with this clause 10.

10.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if:

(a) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

(b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11. Effects of termination

11.1 Upon termination or expiry for any reason, the parties' accrued rights up to that point, as well as any provisions expressly stated to survive termination, shall remain unaffected or prejudiced. Subject to the foregoing provision, access to the SaaS Products, rights and licenses granted to You under this Agreement shall cease.

11.2 The termination of this Agreement shall not in itself give rise to any liability on Our part to reimburse You for any costs relating to or resulting from such termination, or for any other loss or damage howsoever arising.

12. General

12.1 **Force Majeure** - Neither party will be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations will be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Agreement by giving 1 weeks' written notice to the affected party.

12.2 **Disclaimers** - Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

12.3 **Waiver** - A waiver of any right or remedy is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy will not waive that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.

12.4 **Severance** - If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause 12.4, the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.5 **Entire Agreement** - This Agreement constitutes the entire Agreement between Us and You. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this

Agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

12.6 **Variation** – We reserve the right to amend the terms of this Agreement at any time. Any amendment will be effective on the posting of an updated version at <https://patronum.io/terms-and-conditions-for-direct-customers>.

12.7 **Assignment** - Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or equity securities. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice.

12.8 **Third party rights** - This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

12.9 **Notices** - Any notice required to be given under this Agreement shall be in writing and sent by email to Us at legal@bespinlabs.com and to You at the email address used to place an Order unless otherwise indicated. Any notice sent by email shall be deemed to have been received at the time of transmission.

12.10 **Governing Law** - This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.

12.11 **Jurisdiction** - The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Agreement, its subject matter or its formation (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Schedule 1

SaaS Provider

User Agreement & DPA details

1. Bespin Labs Patronum

MSA: <https://patronum.io/master-subscription-agreement>

DPA : <https://patronum.io/data-processing-agreement/>

2. Google Workspace & Google Cloud Platform

Google Cloud Terms of Service:

https://workspace.google.com/terms/premier_terms/

Google Workspace Service-Specific Terms:

https://workspace.google.com/intl/en_uk/terms/service-terms/

DPA: <https://cloud.google.com/terms/data-processing-addendum/>

3. Afi Cloud Backup

MSA and Terms of Service: <https://afi.ai/terms>

DPA: <https://afi.ai/r/dpa.pdf>

4. Movebot

Terms of Use: https://www.couchdrop.io/hubfs/privacy/latest/terms_of_service.pdf

DPA: https://www.couchdrop.io/hubfs/privacy/latest/gdpr_dpa_unsigned.pdf

5. DialPad

Terms of Service: <https://www.dialpad.com/uk/legal/>

DPA: <https://storage.googleapis.com/dialpad/gdpr.pdf>

6. Smartsheets

User Agreement: <https://www.smartsheet.com/legal/user-agreement>

DPA: <https://www.smartsheet.com/legal/DPA>