

Agger Labs: Terms and Conditions

Licence

You are granted a non-exclusive, non-transferable licence to install and use the Agger agent on your Windows endpoints.

The licence is provided on a subscription basis for the agreed number of endpoints and subscription term.

Payment

Subscription fees are invoiced in advance for the agreed subscription term.

Additional endpoints added during the term will be invoiced pro rata.

All fees are non-refundable and exclude VAT and any other applicable taxes.

Your Responsibilities

Keep your account credentials secure.

Install and update Agger as recommended.

Ensure your endpoints and networks are configured to support Agger.

Maintain other appropriate security measures (such as backups, patching, and user awareness training).

Service and Updates

Agger provides local protection and receives updates from our cloud service where internet connectivity allows.

Protection may degrade without regular updates.

We provide updates and improvements from time to time but do not guarantee uninterrupted service.

Data and Privacy

Agger collects limited telemetry needed for functionality and management. This may include system health, detection alerts, and configuration data.

We handle all data securely and in line with our Privacy Policy, which can be found on our website.

You remain the owner of any data transmitted via Agger. Where we process personal data on your behalf, we act as your processor and you as controller. We will:

- process data only on your instructions,
- ensure confidentiality of our staff,

- keep data secure,
- only use approved sub-processors,
- help you meet your own data protection obligations,
- allow audits when required by law, and
- delete or return personal data when the subscription ends.

These commitments are set out in more detail in our Data Processing Addendum (DPA), which forms part of these Terms.

Intellectual Property

Agger Labs retains all rights to the software, services, and related documentation.

You may not copy, modify, reverse-engineer, or remove proprietary notices.

Confidentiality

Both parties will keep confidential information shared under these Terms private, except where disclosure is required by law.

Confidentiality does not apply to information that is already public through no breach, lawfully received from a third party, or independently developed without access to the other party's confidential information.

Warranties and Disclaimers

We warrant that Agger, when installed and updated properly, will function materially as described.

Agger is designed to reduce the risk of ransomware, but no product can guarantee complete protection or data recovery.

Except as stated above, Agger is provided "as is."

Limitation of Liability

We are not liable for indirect or consequential losses (including lost profits, data, or business).

Nothing in these Terms limits or excludes liability for:

- death or personal injury caused by negligence,
- fraud or fraudulent misrepresentation, or
- any other liability that cannot legally be limited.

Our total liability under these Terms will not exceed the fees you paid us in the 12 months before the claim arose.

Indemnities

By Agger Labs: We will defend you against any claim that Agger, when used as permitted under these Terms, infringes another party's intellectual property rights. We will cover any damages or costs finally awarded, provided you notify us promptly, and allow us to manage the defence and settlement. This indemnity does not apply to claims caused by:

- use of Agger in combination with other products not provided by us,
- your modifications of Agger, or
- use of Agger not in line with our documentation.

By Customer: You will defend us against any claim arising from your misuse of Agger, breach of law, or breach of these Terms. You will cover any damages or costs finally awarded, provided we notify you promptly and allow you to manage the defence and settlement.

Force Majeure

Neither party is liable for failure to perform due to causes beyond reasonable control, including natural disasters, war, terrorism, pandemics, power or internet outages, or government actions.

Payment obligations are not excused.

Assignment

Neither party may assign these Terms without the other's written consent, except that Agger Labs may assign them in connection with a merger, acquisition, or sale of substantially all assets.

Term and Termination

These Terms apply for the duration of your subscription.

Subscriptions automatically renew unless cancelled with 30 days' written notice before renewal.

We may terminate your licence if you breach these Terms.

Governing Law

These Terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

Acceptance

By signing this agreement, signing into the Agger portal, or by otherwise accessing or using the software and services, you agree to these Terms and Conditions.

Signed for and on behalf of **[Client]**

Name: _____

Title: _____

Signature: _____

Date: _____

Agger Labs – Data Processing Addendum (DPA)

Introduction

This Data Processing Addendum (“DPA”) forms part of the Agger Labs Terms and Conditions (the “Agreement”).

If there is any conflict between this DPA and the Agreement, this DPA will prevail with respect to the processing of personal data.

1. Roles

- Customer is the data controller.
- Agger Labs is the data processor.

2. Scope and Instructions

- We will process personal data only on your documented instructions as set out in the Agreement or this DPA.
- If we believe an instruction infringes applicable data protection law, we will notify you.

3. Categories of Data and Processing

- Personal data processed: limited telemetry, account identifiers, system health, detection alerts, configuration data, and related data provided for service operation.
- Special categories: we do not intentionally collect special category data.
- Purpose of processing: providing and improving Agger Labs software and services.
- Duration: for the term of the Agreement, unless otherwise required by law.

4. Our Obligations

We will:

1. Ensure that staff authorised to process personal data are bound by confidentiality.
2. Implement appropriate technical and organisational measures to secure the data.
3. Notify you without undue delay if we become aware of a personal data breach.
4. Assist you in meeting your obligations for:
 - security,
 - breach notifications,
 - data protection impact assessments, and
 - responding to data subject requests.
5. Delete or return all personal data at the end of the Agreement, unless retention is required by law.
6. Make available all information needed to demonstrate compliance and allow for audits as legally required.

5. Sub-processors

- We may use sub-processors to provide the services (e.g. cloud infrastructure providers).
- We remain responsible for their acts and omissions.

- We will maintain an up-to-date list of sub-processors and notify you of changes, giving you the opportunity to object on reasonable grounds.

6. International Transfers

- If we transfer personal data outside the UK/EEA, we will ensure adequate protection is in place, such as the UK International Data Transfer Addendum or EU Standard Contractual Clauses.

7. Customer Obligations

You agree to:

- ensure you have a lawful basis for providing personal data to us;
- not provide unnecessary or excessive personal data;
- comply with applicable data protection laws as controller.

8. Liability

The liability provisions of the Agreement apply to this DPA.

9. Governing Law

This DPA is governed by the laws of England and Wales, with exclusive jurisdiction of the courts of England and Wales.

Acceptance

By entering into the Agreement, you agree that this DPA is incorporated into and forms part of the Agreement.