

Software Licence Terms and Conditions

Introduction and Interpretation

These terms and conditions shall apply to the supply of software products, related services and supporting documentation by RSMUK to the CUSTOMER. The front sheet to which these terms and conditions are attached sets out the details specific to the agreement (the "**Front Sheet**"). The Front Sheet, these terms and conditions and the schedules to these terms and conditions together form the agreement between RSMUK and the CUSTOMER (the "**Agreement**").

1 Definitions

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Additional Annual Data Storage Fee"	the annual fee chargeable by RSMUK to the CUSTOMER for each Gigabyte of additional data storage required by the CUSTOMER over 1 Gigabyte, as specified on the Front Sheet;
"Additional Services"	any implementation or consulting services provided to the CUSTOMER by RSMUK in connection with this Agreement, other than the Support Services and the Data Back-Up Services;
"Annual Fee"	the annual fee chargeable by RSMUK to the CUSTOMER in respect of the Support Services and the Data Back-Up Services and for hosting (or procuring the hosting of) the INSIGHT4GRC Modules, as specified on the Front Sheet;
"Associated Company"	in relation to either the CUSTOMER or RSMUK, a company which is a subsidiary or a holding company of it or any company which is a subsidiary of such holding company, "holding company" and "subsidiary" having the meanings ascribed to them in accordance with section 1162 of the Companies Act 2006 (as amended);
"Customer Hosted Technical Specification"	the minimum web server specifications required to operate the INSIGHT4GRC Modules, as detailed in the technical documentation provided by RSMUK;
"Customer Personal Data"	has the meaning given in Clause 10.3;
"Data Back-Up Services"	back-up of the INSIGHT4GRC Modules and any CUSTOMER data stored on RSMUK's servers in connection with this Agreement;
"Data Protection Law"	has the meaning given in Clause 10.1;
"Date of Access"	the date on which RSMUK gives the CUSTOMER access to the INSIGHT4GRC Modules on the Environment;
"Destructive Elements"	means any software programme or code intended to destroy, interfere with, corrupt or have a disruptive effect on programme files, data or other information, executable code or application software macros;
"Documentation"	the user documentation in relation to the INSIGHT4GRC Modules supplied or made available to the CUSTOMER by RSMUK, whether in printed or electronic form and as amended, modified or replaced from time to time;
"Environment"	the RSMUK shared server;
"Expenses"	reasonable travel expenses incurred by RSMUK personnel for all training, consultancy and site visits provided by RSMUK in connection with this Agreement;
"Fees"	the Initial Fee, the Annual Fee and the Additional Annual Data Storage Fee;
"Good Industry Practice"	good practices, methods and procedures which would be adopted by a customer exercising in its general conduct and actions that degree of diligence and prudence which would ordinarily and reasonably be expected within that customer's sector in the United Kingdom;

"Initial Fee"	the fee payable by the CUSTOMER to RSMUK in consideration of the Licence, as specified on the Front Sheet;
"Initial Period"	three years from the Date of Access;
"INSIGHT4GRC Modules"	RSMUK's packaged software known as INSIGHT4GRC for the modules shown on the Front Sheet in the version currently commercially available at the date of this Agreement;
"Intellectual Property Rights"	any patents, trademarks, service marks, design rights (whether registerable or otherwise) or applications for any of the foregoing, software rights, copyright, database rights, know-how, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the UK);
"Licence"	the licence granted to the CUSTOMER by RSMUK pursuant to Clause 2.1;
"ML Regulations"	has the meaning given in Clause 15.11;
"Personal Data"	has the meaning given in Clause 10.1;
"Renewal Period"	three years;
"RSM Entities"	has the meaning given in Clause 10.2;
"RSM Network"	the international network of independent member firms of which RSMUK is a member, details of which can be viewed at https://www.rsmuk.com/legal-statements ;
"RSM Parties"	RSM Entities and all other independent member firms of the RSM Network and in each case their affiliates, partners, principals, members, owners, directors, staff and agents, and any successor or assignee;
"SCCs"	the standard contractual clauses for international transfers of personal data to third countries set out in the European Commission's Decision 2021/914 of 4 June 2021 incorporating the relevant Module.
"Service Level Agreement"	the service level agreement in relation to the Support Services and the Data Back-Up Services, as set out in Schedule 1;
"Services"	the Support Services, the Data Back-Up Services and any Additional Services provided to the CUSTOMER by RSMUK;
"Sub-Processors"	has the meaning given in Clause 10.3;
"Support Services"	maintenance, issue reporting and support services provided by RSMUK to the CUSTOMER in respect of the INSIGHT4GRC Modules;
"Term"	the period commencing on the Date of Access and, unless sooner terminated in accordance with this Agreement, continuing for the Initial Period and thereafter renewing automatically for subsequent Renewal Periods unless notice to terminate is served by either RSMUK or the CUSTOMER at least 30 days prior to the end of the Initial Period or any Renewal Period;
"UK Addendum"	means the template Addendum B.1.0 issued by the UK's Information Commissioner's Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 of the UK on 2 February 2022, and in force as of 21 March 2022;
"User Customer Specification"	the minimum end user technical specifications required to operate the INSIGHT4GRC Modules, as detailed in our Browser Requirements document;
"UK GDPR"	the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; and
"Warranties"	the warranties given by RSMUK in relation to the INSIGHT4GRC Modules and the Services, as set out in Clause 6.1.

1.2 In this Agreement (unless the context requires otherwise):

- 1.2.1 references to a Schedule or Clause are references to a schedule or clause of this Agreement;
- 1.2.2 words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include companies, individuals, associations, organisations or partnerships;
- 1.2.3 any reference to something being "in writing" or "written" shall include a reference to that thing being produced by any legible and non-transitory substitute for writing (including in electronic form) or partly in one manner and partly in another;
- 1.2.4 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3 In the event of any conflict or inconsistency between any provision of the Clauses and any provision of any Schedule, the Clauses shall prevail.

2 **Licence**

- 2.1 In consideration of payment by the CUSTOMER of the Initial Fee, Annual Fee and, if applicable, the Additional Annual Data Storage Fee and upon the terms of this Agreement, RSMUK:
 - 2.1.1 hereby grants to the CUSTOMER during the Term a non-exclusive, non-transferable (subject only to the provisions of Clauses 2.2, 2.3 and 2.4) licence to use the INSIGHT4GRC Modules for its own internal business purposes only and on and subject to the terms and conditions contained in this Agreement (the "**Licence**");
 - 2.1.2 shall ensure that the Environment is properly configured and fully operational on the Date of Access;
 - 2.1.3 shall give the CUSTOMER access to the INSIGHT4GRC Modules on the Environment on the Date of Access;
 - 2.1.4 shall deliver to the CUSTOMER a copy of the Documentation; and
 - 2.1.5 shall make available to the CUSTOMER during the Term any improved version of the INSIGHT4GRC Modules (in machine readable form) which is made generally commercially available by RSMUK. For the avoidance of doubt, RSMUK shall be under no obligation to provide to the CUSTOMER any improvement of the INSIGHT4GRC Modules which involves any material alteration in the functionality of the INSIGHT4GRC Modules.
- 2.2 Unless specifically stated otherwise in this Clause 2, the CUSTOMER shall not without the prior written consent of RSMUK: (i) permit any third party to use the INSIGHT4GRC Modules or the Documentation; or (ii) use the INSIGHT4GRC Modules or the Documentation on behalf of or for the benefit of any such third party in any way whatsoever (for example, to provide or offer bureau services).
- 2.3 The CUSTOMER may, for the purposes set out in Clause 2.4, engage a third party to use the INSIGHT4GRC Modules on behalf of the CUSTOMER provided that: (i) this is done on terms requiring the third party to comply with the terms of this Agreement; and (ii) the CUSTOMER shall notify RSMUK in writing in advance of the arrangement. The CUSTOMER acknowledges and agrees that any engagement of a third party does not in any way relieve the CUSTOMER of its obligations under this Agreement. The CUSTOMER shall be liable to RSMUK for the actions or omissions of any such third party in relation to this Agreement as if they were the actions or omissions of the CUSTOMER.
- 2.4 The CUSTOMER shall be entitled to permit third parties to access the INSIGHT4GRC Modules on a temporary basis from time to time by remote link for the exclusive purpose of obtaining and/or inputting data or other related information as part of the CUSTOMER's and such third parties' normal business relationship but expressly not for the purpose of using the INSIGHT4GRC Modules for processing such third parties' own data, other than any which relates to the CUSTOMER's business.
- 2.5 The CUSTOMER shall be permitted to provide the Documentation, or copies thereof, to any third party to whom the CUSTOMER is permitted to provide access to the INSIGHT4GRC Modules under the terms of this Agreement.

3 **Services**

- 3.1 In consideration of payment by the CUSTOMER of the Annual Fee, during the Term RSMUK shall:
 - 3.1.1 host (or procure the hosting of) the INSIGHT4GRC Modules on the Environment and maintain appropriate system, database and networking software to support the INSIGHT4GRC Modules;
 - 3.1.2 provide the Support Services in accordance with the Service Level Agreement; and

3.1.3 provide the Data Back-Up Services in accordance with the Service Level Agreement.

3.2 If agreed in writing by the parties, RSMUK shall provide Additional Services to the CUSTOMER during the Term as agreed by the parties. Unless otherwise specified in this Agreement or agreed by RSMUK in writing, all Additional Services provided to the CUSTOMER by RSMUK shall be chargeable in accordance with RSMUK's then current price list and are subject to an appropriate separate letter of engagement being agreed.

3.3 The CUSTOMER acknowledges and agrees that RSMUK does not provide the Support Services in respect of any software or hardware other than the INSIGHT4GRC Modules, unless agreed otherwise by RSMUK in writing.

3.4 If analysis and diagnostic work is provided by RSMUK as part of the Support Services but it is discovered that the problem is caused other than by an error or defect in the INSIGHT4GRC Modules, RSMUK reserves the right to charge the CUSTOMER at its then current consultancy rate for any time in excess of thirty (30) minutes spent on such work.

4 Customer obligations

4.1 The CUSTOMER shall:

- 4.1.1 maintain, and procure that any end user of the INSIGHT4GRC Modules permitted under this Agreement maintains, appropriate technology to access the INSIGHT4GRC Modules, as set out in the User Customer Specification;
- 4.1.2 follow all reasonable instructions given from time to time by RSMUK with regard to the use of the INSIGHT4GRC Modules and respond promptly to any queries or reasonable requests from RSMUK in connection with the INSIGHT4GRC Modules;
- 4.1.3 maintain adequate security measures to safeguard the Documentation from theft or access by any unauthorised person in accordance with Good Industry Practice;
- 4.1.4 not provide for inclusion into the INSIGHT4GRC Modules any material that is unlawful, defamatory or obscene;
- 4.1.5 procure that no Destructive Elements are introduced by the CUSTOMER into the INSIGHT4GRC Modules; and
- 4.1.6 promptly notify RSMUK of any issues with the INSIGHT4GRC Modules.
- 4.1.7 ensure that any of its end users immediately ceases all use of the INSIGHT4GRC Modules upon the termination of their employment or other work relationship with the CUSTOMER or any of its third party representatives;
- 4.1.8 ensure that the provision of information onto the INSIGHT4GRC Modules by a CUSTOMER end user has been appropriately authorised; and
- 4.1.9 be solely responsible for (i) ensuring its end users exit or log off from the INSIGHT4GRC Modules at the end of each session, and (ii) managing the confidentiality of its end users' IDs, passwords and/or personal identification numbers used in conjunction with the INSIGHT4GRC Modules.

5 Payment

- 5.1 All Fees payable under this Agreement are exclusive of value added tax which shall be paid by the CUSTOMER at the rate and in the manner for the time being prescribed by law, and where the CUSTOMER is resident outside the United Kingdom, any import duties and other applicable taxes shall be paid by the CUSTOMER in addition. Payment of all Fees under this Agreement shall be made in full and free from any deductions, rights of set-off, counterclaims or liens.
- 5.2 The CUSTOMER shall pay the Initial Fee, the Annual Fee and, if applicable, the Additional Annual Data Storage Fee to RSMUK in accordance with this Agreement.
- 5.3 The Initial Fee is payable on the date of this Agreement or by the Date of Access, if later..
- 5.4 The Annual Fee is payable by the CUSTOMER in advance of each year of the Term.
- 5.5 The Additional Annual Data Storage Fee shall become payable immediately the CUSTOMER's data storage requirements exceed 1 Gigabyte and for each additional Gigabyte of additional storage required by the CUSTOMER thereafter and will be charged pro-rata until the next anniversary date of the Agreement when RSMUK shall invoice the CUSTOMER for the full Additional Annual Data Storage Fee in advance of the next year of the Term.
- 5.6 The CUSTOMER shall be liable to reimburse RSMUK for all Expenses on receipt of RSMUK's invoice for the same.

- 5.7 All payments which are to be made by the CUSTOMER to RSMUK under this Agreement shall be made within 30 days of the date on which RSMUK submits the relevant invoice to the CUSTOMER, except that a lesser period may apply in respect of the Initial Fee, which is payable in accordance with clause 5.2.
- 5.8 If any sum payable by the CUSTOMER under this Agreement is not paid within 14 days of the date on which it is due RSMUK reserves the right (in addition to any other right available to it by law) to charge interest on the outstanding balance on a daily basis, before and after judgment, from the due date of payment until payment is received in full by RSMUK at a rate of two per cent over the then current base rate of Lloyds Bank plc and to recover from the CUSTOMER all costs and expenses incurred in the recovery of any overdue money from the CUSTOMER. In addition, RSMUK may at its sole discretion take steps to suspend the CUSTOMER's access to the INSIGHT4GRC Modules and will be under no obligation to supply the Services while any invoice for Fees or Expenses remains unpaid 14 days after the due date. In the event of any such suspension of access or provision of the Services, all outstanding sums due to RSMUK from the CUSTOMER must be paid to RSMUK by the CUSTOMER before access to the INSIGHT4GRC Modules is reinstated and provision of the Services can recommence.
- 5.9 Unless it is specifically stated otherwise in this Agreement, the Fees shall not cover any third party run-time licences, including database software, which may be required by the CUSTOMER.
- 5.10 The Fees shall not cover any modification or enhancement to the INSIGHT4GRC Modules requested by the CUSTOMER in addition to any improved version of INSIGHT4GRC Modules made generally commercially available by RSMUK. The CUSTOMER acknowledges and agrees that any such requested modification or enhancement shall be subject to additional fees being agreed.
- 5.11 Unless specifically stated otherwise in this Agreement, all Fees are non-refundable.
- 5.12 RSMUK shall be entitled to vary the Annual Fee and the Additional Annual Data Storage Fee payable in respect of each Renewal Period on not less than 30 days' notice in writing to the CUSTOMER.

6 Warranties

- 6.1 Subject to Clauses 6.2 to 6.6 below, RSMUK warrants that on the Date of Access and throughout the Term:
 - 6.1.1 the INSIGHT4GRC Modules will provide the functionality contained in the Documentation in all material respects (subject to any agreed amendments to the INSIGHT4GRC Modules), provided that the INSIGHT4GRC Modules are used with an operating system, on equipment and in an environment that corresponds to the specifications in the User Customer Specification, or as otherwise approved in advance by RSMUK in writing; and
 - 6.1.2 it will use reasonable skill and care when providing any Services to the CUSTOMER.
 together the "Warranties"
- 6.2 The CUSTOMER acknowledges and agrees that: (i) the INSIGHT4GRC Modules are an off-the-shelf software package and not a bespoke programme prepared to meet the CUSTOMER's individual requirements (whether or not such requirements have been notified to RSMUK or are set out in any part of this Agreement); and (ii) it is the responsibility of the CUSTOMER to ensure that the facilities and functions described in the Documentation and set out in this Agreement meet the CUSTOMER's requirements. RSMUK shall not be liable for any failure of the INSIGHT4GRC Modules to provide any facility or function not specified in the Documentation or in this Agreement. The CUSTOMER also acknowledges that it is not possible for RSMUK, and RSMUK has no obligation, to test INSIGHT4GRC Modules in advance in every possible operating combination and environment or to guarantee that the INSIGHT4GRC Modules will be error free.
- 6.3 If RSMUK receives written notice of any breach of the Warranties from the CUSTOMER then RSMUK shall at its own expense and within a reasonable time after receiving such notice remedy the defect in question provided that the alleged breach can be reproduced by RSMUK. RSMUK shall always be afforded a reasonable opportunity and a reasonable period of time in which to correct any such breach. When notifying a defect the CUSTOMER shall (so far as it is able) provide RSMUK with a documented example.
- 6.4 The Warranties shall be subject to: (i) the CUSTOMER complying with its obligations under this Agreement; and (ii) no alterations or enhancements being made to the INSIGHT4GRC Modules by any person other than RSMUK or its employees or any other person approved in advance by RSMUK in writing.
- 6.5 Notwithstanding anything else contained in this Agreement, RSMUK will not be liable at any time for loss, damages, or costs arising out of the misuse, abuse or mismanagement of the INSIGHT4GRC Modules or use of the INSIGHT4GRC Modules with an operating system or on equipment or in an environment otherwise than as specified in the User Customer Specification, or approved by RSMUK in advance in writing. RSMUK shall have no liability or obligation under the Warranties other than to remedy any breach in accordance with Clause 6.3 and by the provision of materials and services within a reasonable time and without charge to the CUSTOMER.
- 6.6 Except as expressly stated in this Agreement, RSMUK gives no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, performance, satisfactory quality or fitness for purpose of the INSIGHT4GRC Modules, the Documentation, the Services or any content contained in, or accessed via, the

INSIGHT4GRC Modules, and all such warranties, conditions, undertakings and terms are excluded to the fullest extent permitted by law.

7 Proprietary rights

- 7.1 RSMUK shall own and shall retain title to all Intellectual Property Rights in the INSIGHT4GRC Modules, the Documentation and any other items supplied under, or created by RSMUK as a result of, this Agreement and any copies thereof.
- 7.2 The CUSTOMER shall notify RSMUK promptly in writing if the CUSTOMER becomes aware of any unauthorised use of any part of the INSIGHT4GRC Modules or the Documentation.

8 Intellectual property rights indemnity

- 8.1 In the event that the CUSTOMER's use or possession of the INSIGHT4GRC Modules infringes the Intellectual Property Rights of any third party, RSMUK may at its own expense: (i) modify or replace the INSIGHT4GRC Modules or any infringing part with a compatible, functionally equivalent and non-infringing software product; or (ii) secure the right of the CUSTOMER to continue using INSIGHT4GRC Modules. Should RSMUK not be able to achieve either option (i) or (ii) in a manner that is acceptable to RSMUK within 90 days of the notification of the infringement to RSMUK then this Agreement may be terminated at the option of either party upon 30 days' prior written notice. In these circumstances RSMUK shall reimburse to the CUSTOMER any proportion of the Annual Fee received in respect of the period after the date of termination.
- 8.2 Subject to Clause 8.3, RSMUK shall indemnify the CUSTOMER against any direct losses and legal costs incurred by the CUSTOMER as a direct result of any claim by a third party that the normal use or possession of the INSIGHT4GRC Modules by the CUSTOMER in the United Kingdom infringes the Intellectual Property Rights of such third party provided that the CUSTOMER:
 - 8.2.1 informs RSMUK promptly in writing upon discovering such claim;
 - 8.2.2 gives RSMUK immediate and complete control of such claim;
 - 8.2.3 makes no admissions or statements without RSMUK's prior written consent; and
 - 8.2.4 gives RSMUK all reasonable assistance with such claim, at RSMUK's reasonable expense
- 8.3 The indemnity set out in Clause 8.2 shall not apply where the infringement arises from, or is incurred by reason of:
 - 8.3.1 the CUSTOMER's use of a superseded or modified version of the INSIGHT4GRC Modules, if the infringement could have been avoided by the use of a current release of the INSIGHT4GRC Modules that has been supplied to the CUSTOMER by RSMUK;
 - 8.3.2 the combination or use of INSIGHT4GRC Modules with any equipment or software otherwise than as specified in the User Customer Specification, or approved by RSMUK in advance in writing; or
 - 8.3.3 the CUSTOMER's use of the INSIGHT4GRC Modules other than as authorised under this Agreement.

9 Confidentiality

- 9.1 Neither party shall use or disclose to any third party any confidential information of the other party, including but not limited to all information obtained or received as a result of negotiating and entering into this Agreement, any business information and employee Personal Data, except as necessary for the performance of this Agreement or as required by law.
- 9.2 The CUSTOMER acknowledges that the INSIGHT4GRC Modules, the Documentation and any training materials and any modifications thereto, contain the proprietary and confidential information of RSMUK, or, where applicable, a third party and the CUSTOMER shall keep confidential the INSIGHT4GRC Modules and the Documentation and any training material and shall not disclose the same in any form or any information contained therein to any third party or use such information except as specifically permitted in this Agreement without the prior written consent of RSMUK.
- 9.3 This Clause 9 shall not prevent the disclosure or use by either party of any information which is or becomes, through no fault of that party, public knowledge or to the extent permitted by law.
- 9.4 Subject to the consent of the CUSTOMER and the CUSTOMER's approval of the terms of any announcements (neither of which may be unreasonably withheld or delayed), RSMUK shall be entitled to disclose and/or publicise details of its arrangements with the CUSTOMER.
- 9.5 The parties shall coordinate in the manner set out at <https://www.rsmuk.com/freedom-of-information-and-environmental-information> concerning any request for information where the FOIA or EIR (as defined therein) directly applies to the CUSTOMER in relation to this Agreement, to the maximum extent allowed by the FOIA or EIR.

These confidentiality obligations shall remain in full force and effect notwithstanding the termination of this Agreement.

10 Data Protection

- 10.1 For this Clause 10 the terms 'controller', 'data subjects', 'personal data breach', 'personal data', 'processor' and 'process' shall have the meaning given to them by the UK GDPR or any relevant successor legislation in the United Kingdom, as applicable. This clause applies to all personal data processed by the parties in connection with this Agreement and any personal data derived from it ('**Personal Data**'). Each party shall comply with all Data Protection Law ('**Data Protection Law**') applicable to it when processing Personal Data. Each party undertakes not to knowingly cause the other to breach Data Protection Law. In connection with this Agreement the CUSTOMER acts as the controller and RSMUK acts as a processor. The CUSTOMER shall provide the relevant persons with all information or notices it is required by applicable Data Protection Law to provide and, if necessary, obtain the consent of such persons. The RSM Entities' privacy policy is available at <https://www.rsmuk.com/privacy-and-cookies>.
- 10.2 RSMUK will process Personal Data on behalf of the CUSTOMER ('**Client Personal Data**'). In such circumstances RSMUK shall:
- a) only process Client Personal Data in accordance with this Agreement and other written instructions received from the CUSTOMER from time to time, unless otherwise required by applicable Data Protection Law. RSMUK shall notify the CUSTOMER if it believes that the instructions infringe Data Protection Law unless informing the CUSTOMER is prohibited by law on important grounds of public interest.
 - b) keep Client Personal Data confidential and implement appropriate technical and organisational security measures (including imposing confidentiality obligations on all staff working with Client Personal Data) to ensure a level of security appropriate to the risks that are presented by the processing of Client Personal Data. If a personal data breach occurs which RSMUK reasonably believes affects Client Personal Data, RSMUK shall notify the CUSTOMER without undue delay after having become aware of it.
 - c) (i) reasonably assist the CUSTOMER in ensuring compliance with its relevant obligations under the UK GDPR (ii) provide the CUSTOMER with all information necessary to demonstrate compliance with Data Protection Law; and (iii) reasonably allow for and contribute to audits, including inspections and information requests, conducted by the CUSTOMER or an auditor mandated by the CUSTOMER.
- 10.3 The CUSTOMER grants RSMUK general authorisation to retain members of the RSM Network and other third parties as sub-processors ('**Sub-Processors**') in connection with this Agreement having imposed on such Sub-Processors data protection obligations equivalent to those imposed on RSMUK under this Agreement. RSMUK may change or add Sub-Processors provided that at least 30 days' written notice has been provided to the CUSTOMER and the CUSTOMER has not, within that period, objected to the proposed new Sub-Processor. The CUSTOMER will only object to a proposed new Sub-Processor if it has reasonable grounds to do so. RSMUK shall be liable to the CUSTOMER for the performance of the Sub-Processors' obligations.
- 10.4 Subject to the requirements of applicable law and regulation RSM (i) shall at the CUSTOMER'S written request delete or return all Client Personal Data shortly after the termination date of this Agreement but, in any event, (ii) shall delete all Client Personal Data within 12 months of the termination date.
- 10.5 Taking into account the nature of the processing, RSMUK shall provide such assistance as may be reasonably required by the CUSTOMER in complying with its obligations concerning the rights exercised by data subjects under the UK GDPR.
- 10.6 RSMUK may, at its discretion, charge to the CUSTOMER any reasonable costs that any of the RSM Entities incurs in respect of discharging any of RSM's obligations under any of clauses 10.2(c)(iii), 10.4 and 10.5.
- 10.7 This Clause 10.7 shall only apply where the processing of personal data involves the transfer of such data from the United Kingdom to a territory that has not been recognised as providing an adequate level of protection for personal data under UK Data Protection Law:
- (a) The SCCs / UK Addendum are incorporated by reference and deemed to be binding on the parties.
 - (b) For Clause 10.7 (a):
 - i) Module One shall apply where a party, acting as controller, transfers personal data to the other party, acting as controller;
 - ii) Module Two shall apply where a party, acting as controller, transfers personal data to another party acting as processor;
 - iii) Module Three shall apply where a party, acting as processor, transfers personal data to another party, acting as sub-processor; or
 - iv) Module Four shall apply where a party, acting as processor, transfers personal data to another party, acting as controller.
 or such other Module as applies.
 - (c) Furthermore, for the purposes of Clause 10.7 (a), unless expressly agreed otherwise by the parties, the optional provisions shall apply as follows (with 'clause' in the following list meaning a clause from the SCCs):
 - i) Section I, clause 7: applies;

- ii) Section II, clause 9, where Module Two or Three applies: option 2 applies, with the data importer specifically informing the data exporter of any intended changes to sub-processors following the procedure set out in clause 10.3 of this Agreement;
 - iii) Section II, clause 11 (a): optional text within clause does not apply;
 - iv) Section II, clause 13(a): for the purposes of this clause the Information Commissioner's Office shall act as competent supervisory authority;
 - v) Section IV, clause 17: for the purposes of this clause, the governing law shall be as set out in this Agreement; and
 - vi) Section IV, clause 18(b): for the purposes of this clause, the courts shall be as set out in this Agreement.
- 10.8 The annexes to the SCCs (along with the tables in the UK Addendum) are each deemed completed through the contents of this Agreement and related information shared and agreed between the parties in writing. However, if requested by a party, the parties shall include that information in the annexes / tables themselves.
- 10.9 The CUSTOMER acknowledges that Information may be transferred between RSM Entities. RSM shall procure that each such RSM Entity shall comply with the obligations on RSM in Clauses 10.1 to 10.8.
- 10.10 *In accordance with the Data Protection Law the parties agree as follows:*

10.10.1 Scope and purpose of Processing: RSMUK may process Customer Personal Data during the provision of the INSIGHT4GRC Modules provided to the CUSTOMER under the Agreement or as otherwise required by applicable law or regulation.

10.10.2 Nature of Processing: The nature of the processing activity may include: receiving, uploading, downloading, extracting, copying, transmitting, organising, referencing, indexing, classifying, compiling, protecting, securing, preserving, storing, transferring, maintaining, backing-up, archiving, restoring, retrieving, managing, changing, updating and accessing Personal Data; destroying, erasing and/or anonymising Personal Data; processing Personal Data to comply with RSMUK's obligations under applicable law or regulation or to assist the CUSTOMER to comply with its obligations under applicable law or regulation.

10.10.3 Duration of the Processing: without prejudice to Clause 10.4 RSMUK shall process Personal Data for the duration of the Agreement or as otherwise required by applicable law or regulation.

10.10.4 Types of Personal Data: likely contact and identity data, including full name, gender, work email and postal addresses, phone numbers, job titles, identification numbers and digital identifiers such as usernames.

10.10.5 Categories of data subject: likely employees and officers and other individuals related to the CUSTOMER.

11 Alterations

Save to the extent permitted by law, the CUSTOMER hereby undertakes to not, nor attempt to, alter or modify any part of the INSIGHT4GRC Modules or the Documentation in any way nor decompile, disassemble, reproduce or reverse engineer the INSIGHT4GRC Modules or combine the INSIGHT4GRC Modules with any other software programme.

12 Termination

- 12.1 Either party may terminate this Agreement (including the Licence):
- 12.1.1 if the other party materially breaches this Agreement by failure, neglect or refusal to comply with any of the material terms and conditions of this Agreement and has failed to remedy that breach within 30 days of the date of written notice from the non-defaulting party specifying the breach;
 - 12.1.2 at the end of the Initial Period or any Renewal Period by giving the other party not less than 30 days' written notice; or
 - 12.1.3 pursuant to Clause 8.1.
- 12.2 RSMUK may terminate the Agreement (including the Licence) forthwith on giving notice in writing to the CUSTOMER if:
- 12.2.1 the CUSTOMER permanently discontinues use of the INSIGHT4GRC Modules; or
 - 12.2.2 the CUSTOMER ceases to pay any of the Fees; or
 - 12.2.3 a petition is presented for the appointment of an administrator over the CUSTOMER or over any part of its undertaking or assets, or the CUSTOMER shall have a receiver, administrator or administrative receiver appointed over it or over any part of its undertaking or assets or the CUSTOMER becomes the subject of a resolution, petition or order for winding up (otherwise than for the purposes of a bona-fide scheme of

solvent amalgamation or reconstruction where the amalgamated or reconstructed company agrees to adhere to this Agreement) or bankruptcy or makes an assignment or arrangement for the benefit of its creditors or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or ceases or threatens to cease to carry on business or suffers similar circumstances in any jurisdiction in which it carries on business.

- 12.3 Immediately following the termination of this Agreement, RSMUK shall terminate the CUSTOMER's access to the INSIGHT4GRC Modules and the Documentation and within 14 days of the termination of this Agreement the CUSTOMER shall return the Documentation to RSMUK and all copies of any part thereof or, alternatively, erase the Documentation from all of the equipment on which it is stored and shall certify to RSMUK in writing that it has done so.
- 12.4 Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party.
- 12.5 The provisions of Clauses 5, 6.5, 6.6, 7 and from and including 9 to the main end body of the Agreement and any other provisions expected to continue or to come into effect after termination shall survive the termination of this Agreement and shall remain in full force and effect.

13 Copying

- 13.1 The CUSTOMER shall make no copies of or duplicate the INSIGHT4GRC Modules or any part of them by any means or for any purpose.
- 13.2 The CUSTOMER may print additional copies of the Documentation, or otherwise distribute the Documentation, for its internal use and pursuant to Clause 2.5 only.

14 Liability

- 14.1 Notwithstanding anything to the contrary in this Agreement, RSMUK's liability to the CUSTOMER:
 - 14.1.1 for death or personal injury caused by the negligence of RSMUK, its employees, agents or sub-contractors;
 - 14.1.2 for fraud (including without limit fraudulent misrepresentation); and
 - 14.1.3 any loss which by law cannot be excluded or limited,
 shall not be limited (but nothing in this Clause confers any right or remedy upon the CUSTOMER to which it would not otherwise be entitled).
- 14.2 Except as stated in Clause 14.1 above, to the fullest extent permitted by applicable law the maximum aggregate liability of RSMUK under or in connection with this Agreement shall not exceed the higher of (i) the amount equal to fees paid to or invoiced by RSMUK under this Agreement during the twelve (12) months preceding the event or events giving rise to the claim or claims under or in connection with this Agreement, and (ii) £100,000 (one hundred thousand).
- 14.3 Subject to Clause 14.1, and whether or not RSMUK has been advised of the possibility of such loss or damage, RSMUK shall not be liable to the CUSTOMER, whether such losses or damages arise due to negligence, breach of contract, misrepresentation (excluding fraudulent misrepresentation) or for any other reason, in respect of:
 - 14.3.1 the following whether direct or indirect:
 - (a) loss of profits;
 - (b) loss of anticipated savings;
 - (c) loss of revenue;
 - (d) loss of business;
 - (e) business interruption; and/or
 - (f) loss of data (provided however RSMUK have taken a reasonable standard of care and skill to safeguard any data);
 - 14.3.2 any type of indirect loss or damage howsoever caused.
- 14.4 For the avoidance of doubt and without limitation, RSMUK shall not be liable to the CUSTOMER for any loss arising out of, or which could have been avoided but for, any failure by the CUSTOMER to comply with the requirements of Clauses 4, 11 or 12 or other user obligations pursuant to this Agreement.
- 14.5 If RSMUK is prevented or delayed from performing any of its obligations under this Agreement by reason of any act, default or omission of the CUSTOMER and/or its employees, agents or subcontractors, then:
 - 14.5.1 the CUSTOMER shall pay RSMUK, at RSMUK's then standard rate of charges, any additional costs, expenses, liabilities (whether under the terms of this Agreement or otherwise) which RSMUK has

reasonably incurred or sustained as a result of such act or omission or default of the CUSTOMER and or its employees, agents or subcontractors; and

14.5.2 RSMUK shall be deemed not to be in breach of any terms of this Agreement which it might otherwise be in breach of as a result of the said act, default or omission.

14.6 Claims will be made only against RSMUK and not against any other RSM Parties (whether in contract, tort or otherwise) save to the extent that such other RSM Parties perform services pursuant to their own separate letters of engagement. The CUSTOMER agree that any other RSM Parties may rely upon the Contract (Rights of Third Parties) Act 1999 should they need to enforce this clause.

14.7 Any claim must be formally commenced within two years after the party bringing the claim becomes aware (or ought to have become aware) of the facts which give rise to the action and in any event no later than four years after the cause of action arises. This provision expressly overrides any statutory provision that would otherwise apply.

15 General

15.1 A delay or failure by either party to exercise any right shall not be treated as a waiver of any such right or any other rights. A consent by either party to a breach of any express or implied term of this Agreement shall not constitute a consent to any subsequent breach.

15.2 Unless otherwise provided herein, neither party may transfer or assign any rights or obligations under this Agreement without the prior written consent of the other party. RSMUK may transfer or assign this Agreement to a transferee of all or part of RSMUK's business, but only if such transferee is appropriately authorised and regulated to carry out the relevant business.

15.3 This Agreement supersedes all prior agreements between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made in writing signed by a duly authorised representative of each of the parties.

15.4 The CUSTOMER hereby acknowledges that it has not been induced to enter into this Agreement by any prior representations whether oral or in writing, except as specifically contained, or referred to, in this Agreement and the CUSTOMER hereby waives any claim for breach of any such representations (other than fraudulent misrepresentations) which are not so specifically contained in this Agreement.

15.5 Except for payment of the Fees by the CUSTOMER, neither party shall be liable for delay or failure to perform any of its obligations under this Agreement if such delay or failure results from any circumstances beyond that party's reasonable control, including but not limited to acts of God and government regulations and each party shall be excused performance of such obligation to the extent that such circumstances prevail.

15.6 Any notice to be given under this Agreement shall be delivered by hand or sent by first class post to the address of the other party set out in this Agreement (or such other address as may have been notified) and any such notice shall be deemed to have been served: (if delivered by hand) at the time of delivery; (if sent by post) upon the expiration of 48 hours after posting.

15.7 The headings to the Clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

15.8 This Agreement may be executed in counterpart form. Each party can sign this Agreement (and, subject to applicable law, any other documents relating to this Agreement) either with an electronic signature (whatever form the electronic signature takes) or with a manuscript signature and, if an electronic signature method is used in such instance by a party, it shall be deemed by the parties to be as conclusive of that party's intention to be bound as if signed with a manuscript signature.

15.9 If there is a disagreement or dispute regarding this Agreement, the parties shall in the first instance attempt to resolve this between a representative from RSMUK and a representative from the CUSTOMER. If the matter remains unresolved for a period of 14 days, there shall be a meeting between a director (or equivalent) of RSMUK and a director (or equivalent) of the CUSTOMER within a further 21 days. If the matter remains unresolved at the end of this 35 day period either party shall be entitled to refer the matter to the courts. Notwithstanding the foregoing, nothing in this clause will prevent or prejudice the right of a party to seek urgent injunctive or declaratory relief or other urgent relief in respect of a disagreement or dispute regarding this Agreement.

15.10 Except as otherwise provided by this Agreement, a person who is not a party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. Any right or remedy of a third party which exists or is available outside the Contracts (Rights of Third Parties) Act 1999 is not affected.

15.11 The CUSTOMER acknowledges that RSMUK is under an obligation to apply client identity due diligence measures under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as amended (the "**ML Regulations**"). The CUSTOMER further acknowledges that personal data it has provided (or which it provides) to RSM Entities for the purposes of the ML Regulations will only be processed for the purposes of preventing money laundering or terrorist financing or as otherwise permitted under applicable law or for the purpose

of the provision of the services under this Agreement and will be retained in accordance with the requirements of the ML Regulations. The CUSTOMER acknowledges that, in respect of this Agreement, RSMUK may require updated money laundering and other know your client information in respect of the CUSTOMER from time to time.

- 15.12 If any provision of this Agreement is invalid or unenforceable at law, then such provision shall be severed and the remainder of this Agreement shall continue in full force and effect.
- 15.13 This Agreement and any matters relating to it shall be interpreted under the laws of England and Wales and, subject to Clause 15.9, the parties agree to the exclusive jurisdiction of the English Courts.

Schedule 1

Service Level Agreement

1 Introduction

This Service Level Agreement ("SLA") is between RSM UK Risk Assurance Services LLP ("RSMUK") and the Customer.

2 Contact Information

2.1 Contacts for enquiries concerning this Service Level Agreement:

Please contact your assigned account manager or support.insight4grc@rsmuk.com

2.2 Contacts for issues relating to system support:

Email: support.insight4grc@rsmuk.com

3 Scope of Service Level Agreement

3.1 Service users

This SLA covers the services provided by RSMUK in connection with the licence of the INSIGHT4GRC software modules by RSMUK to the Customer.

3.2 Hardware and software supported

The system is hosted on a server at the RSMUK Data Centre, located in the UK south, or another third party data centre to be decided by RSMUK at its sole discretion, but in accordance with this Agreement.

3.3 Service times

Service	Service Times
4Performance	24/7
4Action	24/7
4Learning	24/7
4Policies	24/7
4Risk	24/7
4Questionnaires	24/7

For applications hosted by RSMUK, standard software updates will normally be undertaken outside of Working Hours. RSMUK will endeavour to provide the Customer with at least 24 hours of notice ahead of any planned updates.

If there is an urgent need to carry out maintenance and/or housekeeping inside Working Hours, RSMUK will make best efforts to seek authorisation in advance with the key Customer contact and agree a timetable for deployment.

3.4 Service Desk Hours

The RSMUK Service Desk is operational during the following hours:

Day	Time
Monday – Friday (Excluding English bank & public holidays)	09.00 – 17.00 London time (i.e. the Working Hours)
Saturday	N/A
Sunday	N/A

3.5 Reporting Service Problems

During the RSMUK Service Desk operational hours, service requests or incidents should be made by the support contacts to the RSMUK Service Desk via email to support.insight4grc@rsmuk.com, via any Self Service portal that may be made available.

In the case of a business critical issue, RSMUK recommends contacting the RSMUK Service Desk by telephone.

3.6 Support Contacts

The Customer will nominate no more than 3 individuals who will be responsible for collating queries from users and contacting the RSMUK Service Desk.

3.7 Target Response Times

The RSMUK Service Desk will acknowledge all duly submitted service requests or incidents within 2 Working Hours.

3.8 Target Resolution Times

Incident Type	Definition	Target Resolution Time
Priority 1 - Highest	The whole application is unavailable, preventing the Customer continuing core application activities	5 Working Hours
Priority 2	Incidents which do not prevent the Customer continuing core application activities	7 days
Non-incident	General enquiries	na

Should the progress of an incident be deemed to be inadequate by either the Customer or the RSMUK Service Desk then the incident issue can be escalated to the RSMUK Digital Service Delivery Manager (see paragraph 2.1 of this Schedule for contact details).

4 Service Availability Targets

Service	Availability target
Software service provision	99.8%
Software support service provision (via telephone)	95% of calls to the RSMUK Service Desk to be initially responded to within 2 Working Hours. Calls must be made direct to the service desk number specified in paragraph 2.2 of this Schedule.
Software support service provision (via email and Self Service portal)	95% of emails / portal submissions to the RSMUK Service Desk to be initially responded to within 2 Working Hours.

Availability will be measured as the actual time for which the services can be used as a percentage of the standard hours of operation (i.e. the Working Hours) in paragraph 3.4 above.

The RSMUK Service Desk percentages achieved under this paragraph 4 will be calculated, using each calendar month as the period for calculation.

5 Escalation Procedures

The RSMUK Service Desk will normally control the first level of escalation.

The main levels of escalation will be initiated as below.

Escalation Level	To Be Applied	Within RSMUK	Within Customer
First	Escalated to First level on RSMUK Service Desk	Service Desk Supervisor	System Administrator
Second	At the discretion of the managers at First Level	Digital Service Delivery Manager	
Third	At the discretion of the managers at Second Level	RSMUK Director/Partner	

The Customer acknowledges that the escalation procedure may also require RSMUK to contact external support suppliers, depending on the nature of the problem.

6 Security

The RSMUK National Technology Faculty is ISO/IEC 27001 Information Security Management certified by BSI under certificate number IS 601285.

All Customer data is to be treated by the RSMUK National Technology Faculty as client confidential in accordance with RSMUK's ISO 27001 certification requirements and handling processes.

7 Data Backup and Recovery

For applications hosted by RSMUK, the application databases will be stored on the SQL Server cluster and follow standard procedures for data recovery (including overnight back-up).

8 Staff and Security

User access to the Customer records within the system is controlled by a predetermined set of security roles.

Any user from RSMUK found guilty of attempting to violate the security of the system may be subject to disciplinary procedures.

9 Reporting Mechanisms

A report will be produced by the National Technology Faculty Manager on each occasion when users have suffered an unplanned loss of service.

The report will describe:

- the fault, what caused it and its consequences
- action taken to correct it at the time
- improvements required to avoid the recurrence of the problem
- changes required to mitigate the impact of the fault should it recur

10 SLA Review Procedures

Changes to this SLA must be agreed, and an updated version of the SLA signed, by all signatories.