

DATED

SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

between

Cascade Risk Management Ltd

and

Client

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This agreement is dated _____

Parties

- (1) Cascade Risk Management Ltd incorporated and registered in England and Wales with company number 16019399 whose registered office is at 1 Long Street, Tetbury, England, GL8 8AA ("**Cascade**"); and
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the "**Client**").

BACKGROUND

- (A) Cascade has developed certain software applications and platforms which it makes available to subscribers via the internet for the purpose of writing and managing building safety cases.
- (B) The Client wishes to use Cascade's service in its business operations.
- (C) Cascade has agreed to provide and the Client has agreed to take and pay for Cascade's service subject to the terms and conditions of this agreement.

Agreed terms

1. Interpretation

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

Applicable Building: means the building(s) that Subscriptions have been purchased for in accordance with this agreement.

Applicable Data Protection Laws: all Applicable Laws relating to the protection of personal data and the privacy of individuals, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Authorised Consultant: means a Client which has, prior to the entering of this agreement, agreed with Cascade in writing that it shall be using the Services and the Documentation in its business of providing safety case writing services to its customers.

Authorised Customer: means an end customer of the Client with whom the Client is expressly authorised (by Cascade) to grant access to the Services to in relation to the Subscription.

Authorised Users: those employees, or other individuals of the Client who are authorised by the Client to use the Services and the Documentation, as further described in clause 2.3(e), which may also include an Authorised Customer where permitted in accordance with clause 2.2, or as otherwise set out in a Statement of Work.

Building Safety Regulator: the building safety regulator set up under the BSA 2022, or any other body subsequently appointed in its place.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

BSA 2022: has the meaning given to it in clause 6.1.

Consultancy Services: any additional safety case writing (and connected) consultancy services which are agreed to be provided by Cascade to the Client in accordance with clause 5 and the relevant Statement of Work.

Change of Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be interpreted accordingly.

Charges: any charges, fees or costs payable by the Client to Cascade in respect of the Services, save for the Subscription Fees.

Client Personal Data: any personal data which Cascade processes in connection with this agreement on behalf of the Client.

Client Data: the data inputted by the Client, Authorised Users, or Cascade on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.1.

Contract year: a 12 month period commencing on the Effective Date or any anniversary of it.

Documentation: the document(s) and other materials made available to the Client by Cascade either directly, or online via <https://www.cascade-risk.com> or such other web address notified by Cascade to the Client from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this agreement.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies. Whether mandatory or not),

international and national standards, industry schemes and sanctions, which are applicable to the Client relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, or to claim priority from, those rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Initial Subscription Term: has the meaning given to it in clause 16.1.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Platform: the online software applications provided by Cascade as part of the Services, namely the Cascade platform available at via <https://www.cascade-risk.com/> (as updated by Cascade from time to time).

Principal Accounting Person: the entity (individual or organisation) appointed by the Client with the ultimate legal duty for managing fire and structural risks pursuant to the BSA 2022.

Renewal Period: the period described in clause 16.1.

Services: the Subscription Services and, if included in a Statement of Work, any Consultancy Services, any Wraparound Bolt-On Services (and/or any other services stated to be provided by Cascade to the Client).

Statement of Work: an agreed statement of work setting out certain details in relation to the Services, substantially in the form of Schedule 2.

Subscription Fees: the subscription fees payable by the Client to Cascade for the Subscription(s), as set out in paragraph 1 of Schedule 1, or as otherwise stated within a Statement of Work.

Subscription(s): the subscription(s) allocated to the Client pursuant to clause 11.1 per Applicable Building which entitle Authorised Users to access and use the Services and the Documentation in relation to an Applicable Building in accordance with this agreement.

Subscription Services: the subscription services provided by Cascade to the Client under this agreement using the Platform, as more particularly described in the Documentation and/or an applicable Statement of Work.

Subscription Term: has the meaning given in clause 16.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Support Services Policy: Cascade's policy for providing support in relation to the Services as made available at <https://www.cascade-risk.com> or such other website address as may be notified to the Client from time to time.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability of Client Data / the Services, and the term **Vulnerabilities** shall be interpreted accordingly.

Wraparound Bolt-On Services: an additional support package provided by Cascade to the Client in accordance with a Statement of Work.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular includes the plural and in the plural includes the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision includes all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** excludes fax but not email.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. Subscriptions

- 2.1 Subject to the Client purchasing the Subscriptions in accordance with clause 3.3 and clause 11.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, Cascade hereby grants to the Client a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to access and use the Services and the Documentation during the Subscription Term solely for the Applicable Building(s) and for the Client's internal business operations (unless also permitted to use the Services and Documentation for its Authorised Customers in accordance with clause 2.2).
- 2.2 If the Client is an Authorised Consultant and it has Cascade's prior express written permission, the licence granted to the Client in clause 2.1 is extended to enable the Client to use the Services and the Documentation for its external business operations provided it only does so with an Authorised Customer for the Applicable Building(s).
- 2.3 In relation to the Subscriptions and Authorised Users, the Client undertakes that:
- (a) each Subscription shall only be used for the specified Building to which that Subscription relates, and it will not allow or suffer a Subscription to be used in relation another building;
 - (b) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed any maximum number enforced by Cascade from time to time;
 - (c) it will not allow or suffer a Subscription, or the Services more generally, to be used by anyone other than an Authorised User;
 - (d) each Authorised User shall keep a secure password for their use of the Subscription Services and Documentation and that each Authorised User shall keep their password confidential;

- (e) it shall maintain a written, up to date list of current Authorised Users and Subscriptions and provide such list to Cascade within [5] Business Days of Cascade's written request at any time or times;
- (f) it shall permit Cascade or Cascade's designated auditor to audit the Subscription Services in order to audit compliance with this agreement. Each such audit may be conducted no more than [twice] per annum, at Cascade's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;
- (g) if any of the audits referred to in clause 2.3(f) reveal that any password has been provided to any individual or business who is not an Authorised User, more Authorised Users or that a Subscription has been used for a property other than the relevant Applicable Building then without prejudice to Cascade's other rights, the Client shall promptly disable the passwords or use of that Subscription, Cascade shall not issue any new passwords to any such individual and Cascade may determine this as a material breach and terminate that Subscription in accordance with clause 16.2(b), or otherwise suspend it; and
- (h) if any of the audits referred to in clause 2.3(f) reveal that the Client has underpaid Subscription Fees to Cascade, then without prejudice to Cascade's other rights, the Client shall pay to Cascade an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph 1 of Schedule 1 within 10 Business Days of the date of the relevant audit.

2.4 The Client shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and Cascade reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this clause.

2.5 The Client shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform, the Services and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform or the Services; or
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Subscription Services and/or the Documentation; or
- (c) use the Services and/or Documentation to provide services to third parties unless expressly permitted to do so in accordance with clause 2.2, or as otherwise permitted by Cascade in writing; or
- (d) subject to clause 24.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users unless expressly permitted to do so in accordance with clause 2.2, or as otherwise permitted by Cascade in writing, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or
- (f) introduce or permit the introduction of, any Virus or Vulnerability into the Services or Cascade's network and information systems.

2.6 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Cascade.

2.7 The rights provided under this clause 2 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.

3. Additional Subscriptions

3.1 Subject to clause 3.2 and clause 3.3, the Client may, from time to time during any Subscription Term, purchase an additional Subscription for another building and Cascade shall grant access to the Subscription Services and the Documentation for such building in accordance with the provisions of this agreement.

- 3.2 If the Client wishes to purchase an additional Subscription, the Client shall notify Cascade in writing. Cascade shall evaluate such request for an additional Subscription and respond to the Client with approval or rejection of the request (such approval not to be unreasonably withheld). Where Cascade approves the request, Cascade shall activate the additional Subscription within 5 Business Days of its approval of the Client's request.
- 3.3 If Cascade approves the Client's request to purchase additional User Subscriptions, the Client shall, within 30 days of the date of Cascade's invoice, pay to Cascade the relevant fees for such additional Subscription(s) as set out in paragraph 2 of Schedule 1 and, if such additional User Subscriptions are purchased by the Client part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by Cascade for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. Subscription Services

- 4.1 Cascade shall, during the Subscription Term, provide the Subscription Services and make available the Documentation to the Client on and subject to the terms of this agreement.
- 4.2 Cascade shall use commercially reasonable endeavours to make the Subscription Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 2000hrs pm to 0600hrs UK time and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that Cascade has used reasonable endeavours to give the Client at least 6 Normal Business Hours' notice in advance.
- 4.3 Cascade will, as part of the Subscription Services:
- (a) provide access to free support and/or videos at no additional cost to the Client; and
 - (b) if the Client has purchased the Wraparound Bolt-On Services, Cascade will provide the Client with the such services during Normal Business Hours in accordance with the terms of such services.

5. Consultancy Services

- 5.1 The Client and Cascade may, from time to time, enter into one or more Statements of Work for consultancy services to be provided by Cascade in addition to the

Subscription Services. Each Statement of Work will refer to and be subject to the terms of this agreement.

- 5.2 [Each Statement of Work shall be agreed in the following manner:
- (a) The Client shall provide Cascade with as much information as Cascade reasonably requests to prepare a draft Statement of Work for the consultancy services requested;
 - (b) following receipt of the information requested from the Client, Cascade shall, as soon as reasonably practicable either:
 - (i) inform the Client that it declines to provide the requested consultancy services; or
 - (ii) provide the Client with a draft Statement of Work.
 - (c) if Cascade provides the Client with a draft Statement of Work pursuant to clause 5.2(b)(ii), Cascade and the Client shall discuss and agree that draft Statement of Work; and
 - (d) both parties shall sign the draft Statement of Work when it is agreed, or otherwise expressly confirm to one another that it is agreed.
- 5.3 In drafting a Statement of Work, Cascade shall calculate the Charges and confirm when and how the relevant milestones will be deemed achieved and any Charges payable throughout that process.
- 5.4 Once a Statement of Work has been agreed and signed by the parties, no amendment shall be made to it except in accordance with clause 19.
- 5.5 Each Statement of Work forms part of this agreement and is not a separate contract. The terms of a Statement of Work only apply to the Services performed under that Statement of Work and not to Services performed under any other Statement of Work or otherwise in accordance with this Agreement.
- 5.6 If there is an inconsistency between any of the provisions of this agreement and the provisions of any Statement of Work, the provisions of the Statement of Work shall prevail (unless the parties expressly state otherwise in the "Special Terms" section of a Statement of Work).
- 5.7 When providing the Consultancy Services, Cascade will provide recommendations in accordance with this agreement, but the Client retains responsibility for acting on these recommendations and implementing the required measures.
- 5.8 The Client acknowledges and agrees that the Client's Principal Accountable Person (PAP) is responsible for the Client's regulatory compliance and this

responsibility cannot, in any way, be delegated to Cascade as part of the Consultancy Services offered.

6. Building safety and responsibilities

- 6.1 The Client acknowledges and agrees that the use of and/or the provision of the Services, Platform and Documentation does not guarantee, certify, warrant or assure that:
- (a) any building safety case certificate produced using the Services, Platform and Documentation; and/or
 - (b) deemed compliance with the Building Safety Act 2022 (**BSA 2022**) or any other regulatory approval,

will be granted by the Building Safety Regulator or any other relevant authority.

- 6.2 It is the Client's sole responsibility to ensure that all Client Data and information inputted into the Services, Platform, and Documents either by the Client or by Cascade on behalf of the Client is accurate, complete, and kept up to date at all times. Failure to do so could result in a building safety case certificate or ANY other documentation produced using the Services being deemed non-compliant with the BSA 2022.
- 6.3 Whilst Cascade will maintain and update the Services and Platform, including improvements and bug fixes, Cascade takes no responsibility for the accuracy or completeness of the Client Data or any other content provided or maintained by you.
- 6.4 The Client acknowledges and agrees that the Services and Platform are tools to assist the Client and do not substitute for any legal, regulatory or professional advice or certifications required under applicable law, including but not limited to the BSA 2022.

7. Cascade's obligations

- 7.1 Cascade shall perform the Services substantially in accordance with the Documentation (and any applicable Statement of Work) and with reasonable skill and care.
- 7.2 Cascade's obligations at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Cascade's instructions, or modification or alteration of the Services by any party other than Cascade or Cascade's duly authorised contractors or agents. If the Services do not conform with the terms of clause 7.1, Cascade will, at its expense, use

reasonable commercial endeavours to correct any such non-conformance promptly, or may choose to reperform an element of the Services where it is appropriate to do so. Such correction constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3 Cascade:

(a) does not warrant that:

- (i) the Client's use of the Services will be uninterrupted or error-free; or
- (ii) that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements (including use of any AI applications provided in relation to the Services); or
- (iii) that the use of and/or the provision of the Services, Platform and Documentation will result in:
 - (A) any building safety case certificate produced using the Services, Platform and Documentation; and/or
 - (B) deemed compliance with the Building Safety Act 2022 (**BSA 2022**) or any other regulatory approval,
being granted by the Building Safety Regulator or any other relevant authority; or
- (iv) the Platform or the Services will be free from Vulnerabilities or Viruses; or
- (v) the Platform, Documentation or Services will comply with any Heightened Cybersecurity Requirements.

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4 This agreement shall not prevent Cascade from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

7.5 Cascade warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7.6 Cascade shall follow its archiving procedures for Client Data. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy against Cascade shall be for Cascade to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Cascade. Cascade shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by Cascade to perform services related to Client Data maintenance and back-up).

8. Client's obligations

8.1 The Client shall:

- (a) provide Cascade with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by Cascade;

in order to provide the Services, including but not limited to providing Cascade with (directly or through the Platform) all Client Data, security access information and configuration services;
- (b) without affecting its other obligations under this agreement, comply with all Applicable Laws and regulations with respect to its activities under this agreement, including but not limited to ensuring it is compliant with the BSA 2022;
- (c) carry out all other Client responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Cascade may adjust any agreed timetable or delivery schedule as reasonably necessary and Cascade shall not be liable for any failure to deliver any or all of the Services to the extent caused by Client's delay;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Cascade, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by Cascade from time to time; and

(g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Cascade's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

8.2 The Client shall own all right, title and interest in and to all of the Client Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy, completeness and quality of all such Client Data and the Client acknowledges and agrees that if any Client Data is not true, accurate and complete, this is likely to have a direct impact on the Services, including any building safety case certificate produced using the Services, Platform and Documentation, or any other deliverables produced as part of the Services.

9. Data protection

9.1 For the purposes of this clause 9 the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

9.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

9.3 The parties have determined that, for the purposes of Applicable Data Protection Laws Cascade shall process the personal data set out in Schedule 3 as a processor on behalf of the Client in respect of the processing activities set out in Schedule 3.

9.4 Should the determination in clause 9.3 change, then each party shall work together in good faith to make any changes which are necessary to this clause 9 or Schedule 3.

9.5 By entering into this agreement, the Client consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by Cascade in connection with the processing of Client Personal Data, in accordance with the then-current version of Cascade's privacy policy available at <https://www.cascade-risk.com/privacy-policy> (**Privacy Policy**). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this agreement, the Privacy Policy will take precedence.

- 9.6 Without prejudice to the generality of clause 9.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Client Personal Data to Cascade for the duration and purposes of this agreement.
- 9.7 In relation to the Client Personal Data, Schedule 3 sets out the scope, nature and purpose of processing by Cascade, the duration of the processing and the types of personal data and categories of data subject.
- 9.8 Without prejudice to the generality of clause 9.2 Cascade shall, in relation to Client Personal Data:
- (a) process that Client Personal Data only on the documented instructions of the Client, which shall be to process the Client Personal Data for the purposes set out in Schedule 3, unless Cascade is required by Applicable Laws to otherwise process that Client Personal Data. Where Cascade is relying on Applicable Laws as the basis for processing Client Personal Data, Cascade shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Client on important grounds of public interest. Cascade shall inform the Client if, in the opinion of Cascade, the instructions of the Client infringe Applicable Data Protection Laws;
 - (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (c) ensure that any personnel engaged and authorised by Cascade to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - (d) assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to Cascade), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (e) notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;
- (f) at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the agreement unless Cascade is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this clause 9.8(f) Client Personal Data shall be considered deleted where it is put beyond further use by Cascade; and
- (g) maintain records to demonstrate its compliance with this clause 9.

9.9 The Client hereby provides its prior, general authorisation for Cascade to:

- (a) appoint processors to process the Client Personal Data, provided that Cascade:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Cascade in this clause 9;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Cascade; and
 - (iii) shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to Cascade's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify Cascade for any losses, damages, costs (including legal fees) and expenses suffered by Cascade in accommodating the objection;
- (b) transfer Client Personal Data outside of the UK as required for the Purpose, provided that Cascade shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of Cascade, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

9.10 Either party may, at any time on not less than 30 days' notice, revise this clause 9 with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification

scheme or code of conduct (“**Amended Terms**”). Such Amended Terms shall apply when replaced by attachment to this agreement, but only in respect of such matters which are within the scope of the Amended Terms.

10. Third party providers

The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Cascade makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not Cascade. Cascade recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Cascade does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

11. Charges and payment

11.1 The Client shall pay:

- (a) the Subscription Fees to Cascade for the User Subscriptions in accordance with this clause 11 and Schedule 1 and the support fees in accordance with clause 4.3 and Schedule 1;
- (b) (where relevant) any Charges for additional Consultancy Services agreed to be provided by Cascade pursuant to a Statement of Work.

11.2 In respect of the Subscription Fees, the Client shall on the Effective Date provide to Cascade valid, up-to-date and complete credit card details or approved purchase order information acceptable to Cascade and any other relevant valid, up-to-date and complete contact and billing details and, if the Client provides:

- (a) its credit card details to Cascade, the Client hereby authorises Cascade to bill such credit card:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term, together with any due and payable Consultancy Charges (if Consultancy Services are being provided); and

Commented [RB1]: As currently drafted, there are four types of fees payable under this agreement:

1. Subscription fee payable in respect of the user subscriptions. This fee will be paid in advance and will be based on the number of user subscriptions purchased (Paragraph 1, Schedule 1).
2. Fees payable in respect of any additional user subscriptions purchased by the customer during the subscription term (Paragraph 2, Schedule 1).
3. Fees payable in respect of any data stored by the customer in excess of the data storage limit set out in the documentation (Paragraph 3, Schedule 1).
4. Support fees payable in accordance with Clause 4.3.

Please let know if you would like to add or remove any fees payable.

- (ii) subject to clause 16.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
 - (b) its approved purchase order information to Cascade, Cascade shall invoice the Client:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term, together with any due and payable Consultancy Charges (if Consultancy Services are being provided); and
 - (ii) subject to clause 16.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,and the Client shall pay each invoice within 30 days after the date of such invoice.
- 11.3 Cascade shall invoice the Client for the Charges on the schedule set out in the Statement of Work. If no schedule is specified, the Supplier shall invoice the Client at the end of each month for Services performed during that month.
- 11.4 If Cascade has not received payment within 30 days after the due date and without prejudice to any other rights and remedies of Cascade:
- (a) Cascade may, on no less than 5 Business Days' notice to the Client and without liability to the Client, disable the Client's password, account and access to all or part of the Services and Cascade shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% 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.
- 11.5 All amounts and fees stated or referred to in this agreement:
- (a) shall be payable in pounds sterling;
 - (b) are, subject to clause 15.4(b), non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which shall be added to Cascade's invoice(s) at the appropriate rate.
- 11.6 Cascade shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional Subscriptions purchased pursuant to clause 3.3, any

support fees payable pursuant to clause 4.3 and/or the excess storage fees payable pursuant to **Error! Bookmark not defined.Error! Reference source not found.** at the start of each Renewal Period upon 90 days' prior notice to the Client and Schedule 1 shall be deemed to have been amended accordingly.

- 11.7 Cascade may increase any Charges on an annual basis with effect from each anniversary of the relevant Statement of Work. Cascade shall give the Client not less than 90 days' prior notice of each increase in the any Charges.

12. Proprietary rights

- 12.1 The Client acknowledges and agrees that Cascade and/or its licensors own all Intellectual Property Rights in the Services and the Documentation, including any deliverables (but excluding any Client Data included within them). Except as expressly stated herein, this agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 12.2 Cascade confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 12.3 Cascade acknowledges and agrees that the Client owns all Intellectual Property Rights in the Client Data and provides a licence to use the Client Data to provide the Services.

13. Confidentiality

- 13.1 Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with the Services, including but not limited to:

- (a) the existence and terms of this agreement or any agreement entered into in connection with this agreement;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and

- (c) any information developed by the parties in the course of carrying out this agreement.

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

13.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- (d) the parties agree in writing is not confidential or may be disclosed; or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

13.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement; or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11.

13.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

13.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party

as much notice of the disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.5, it takes into account the reasonable requests of the other party in relation to the content of the disclosure.

- 13.6 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 13.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 13.8 On termination or expiry of this agreement, each party shall:
- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 16 (Termination).
- 13.9 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 13.10 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

13.11 The above provisions of this clause 13 shall survive for a period of five years from termination or expiry of this agreement.

14. Indemnity

14.1 The Client shall defend, indemnify and hold harmless Cascade against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation, provided that:

- (a) the Client is given prompt notice of any such claim;
- (b) Cascade provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
- (c) the Client is given sole authority to defend or settle the claim.

14.2 Cascade shall defend the Client, its officers, directors and employees against any claim that the Client's use of the Services or Documentation in accordance with this agreement infringes any third party United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or other intellectual property right, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

- (a) Cascade is given prompt notice of any such claim;
- (b) the Client does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Cascade in the defence and settlement of such claim, at Cascade's expense; and
- (c) Cascade is given sole authority to defend or settle the claim.

14.3 In the defence or settlement of any claim, Cascade may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.

14.4 In no event shall Cascade, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than Cascade; or
- (b) the Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by Cascade; or

- (c) the Client's use of the Services or Documentation after notice of the alleged or actual infringement from Cascade or any appropriate authority; or
- (d) the Client Data; or
- (e) the Client's breach of this agreement.

14.5 The foregoing, and clause 15.4(b) states, the Client's sole and exclusive rights and remedies, and Cascade's (including Cascade's employees', agents' and sub-contractors') entire obligations and liability, for infringement or alleged infringement of any third party patent, copyright, trade mark or database right by Cascade.

15. Limitation of liability

WARNING: you are strongly advised to read this clause.

15.1 The following definitions apply in this clause 13:

- (a) liability: every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise; and
- (b) default: any act or omission resulting in one party incurring liability to the other.

15.2 Except as expressly and specifically provided in this agreement:

- (a) the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use, including deliverables such as a safety case. Cascade shall have no liability for any damage caused by errors or omissions in any Client Data, information, instructions or scripts provided to Cascade by the Client in connection with the Services, or any actions taken by Cascade at the Client's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Services and the Documentation are provided to the Client on an "as is" basis.

15.3 Nothing in this agreement excludes the liability of Cascade:

- (a) for death or personal injury caused by Cascade's negligence; or
- (b) for fraud or fraudulent misrepresentation.

15.4 Subject to clause 15.2 and clause 15.3:

- (a) Cascade shall have no liability for any:
 - (i) loss of profits,
 - (ii) loss of business,
 - (iii) wasted expenditure,
 - (iv) depletion of goodwill and/or similar losses,
 - (v) loss or corruption of data or information, or
 - (vi) any special, indirect or consequential loss, costs, damages, charges or expenses; and
- (b) Cascade's total aggregate liability to the Client (including in respect of the indemnity at clause 14.2), in respect of all defaults shall not exceed the cap. If defaults committed in more than one Contract Year give rise to a single claim or a series of connected claims, Cascade's total liability for those claims shall not exceed the single highest annual cap for those Contract Years.
- (c) In clause 13.4(b), the cap is the total Subscription Fees and Charges (if applicable) paid in the Contract Year in which the defaults occurred.

15.5 Nothing in this agreement excludes the liability of the Client for any breach, infringement or misappropriation of Cascade's Intellectual Property Rights.

16. Term and termination

16.1 This agreement shall, unless otherwise terminated as provided in this clause **16**, commence on the Effective Date and shall continue for 12 calendar months (being the **Initial Subscription Term**) and, thereafter, this agreement shall be automatically renewed for successive periods of 12 calendar months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period, unless any Statements of Work are yet to be completed, in which case this agreement shall terminate on the termination or expiry of all Statements of Work entered into before the date on which it is given, unless Cascade has given express permission otherwise in writing; or
- (b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

16.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay their debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **or** (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2(c) to clause 16.2(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- (n) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

16.3 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate and the Client shall immediately cease all use of the Services and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) Cascade may destroy or otherwise dispose of any of the Client Data in its possession unless Cascade receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data. Cascade shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination); and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages

in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

17. Force majeure

Neither party shall be in breach of this agreement or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this agreement by giving not less than 30 days' written notice to the affected party.

18. Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement prevail.

19. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. Waiver

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

21. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. Severance

- 22.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

22.2 If any provision or part-provision of this agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. Entire agreement

23.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

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

23.4 Nothing in this clause shall limit or exclude any liability for fraud.

24. Assignment

24.1 The Client shall not, without the prior written consent of Cascade, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

24.2 Cascade may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement, provided that it gives prior written notice of such dealing to the Client.

25. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

26. Third party rights

- 26.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 26.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

27. Counterparts

- 27.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 27.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart.
- 27.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

28. Notices

- 28.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (i) Party 1: info@cascaderisk.com
 - (ii) Party 2: [ADDRESS].
- 28.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

28.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

30. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This has been entered into on the date stated at the beginning of it.

Schedule 1 Subscription Fees

1. Subscription Fees

Subject to clause 11.6 or to any alternative Subscription Fees stated in an applicable Statement of Work, the Subscription Fees shall amount to a total of £5000 (plus VAT) per Applicable Building for a 12 month period, which shall include a maximum of 100 User Subscriptions.

2. Additional Subscription Fees

Subject to clause 11.6 or to any alternative Additional Subscription fees stated in an applicable Statement of Work, Additional Subscriptions may be purchased for another building by the Client in accordance with clause 3 at £5000 (plus VAT) per Subscription .

3. Support Fees

Cascade's standard support services are free

The fees for any Wraparound Bolt-On Services to be purchased are as agreed in the Statement of Work.

Schedule 2 Statement of Work

This Statement of Work Number [NUMBER] is dated [DATE] and made between:

- (1) Cascade Risk Management Ltd incorporated and registered in England and Wales with company number 16019399 whose registered office is at 1 Long Street, Tetbury, England, GL8 8AA (“**Cascade**”); and
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the “**Client**”).

Background

This Statement of Work is issued under and subject to all the terms of the Software as a Service Agreement dated [DATE] between Cascade and the Client (**Agreement**) and constitutes a Statement of Work for the purposes of the Agreement.

The Services under this Statement of Work will start on [DATE] and, unless terminated earlier in accordance with the Agreement, terminate on [[DATE] **OR** when the Services are completed].

1. Services

[SERVICES TO BE PROVIDED:

- (a) [Subscription Services [IF YOU WANTED TO INCLUDE DETAILS IN THE SOW INCLUDING ANY DELIVERABLES]
- (b) [Consultancy Services: DESCRIPTION INCLUDING ANY DELIVERABLES]
- (c) [Wraparound Bolt-On Services: DESCRIPTION]

2. The Applicable Buildings

[IF NOT ALREADY COVERED ABOVE]

3. Categories of Authorised Users

[NOTE THE GENERAL CATEGORIES (OR SPECIFIC POSITIONS/NAMES IF KNOWN) AND SPECIFY IF THIS INCLUDES “AUTHORISED CUSTOMERS” (WHERE THE CLIENT IS A CONSULTANCY)]

4. Performance dates [FOR ANY SERVICE LISTED ABOVE]

[DATES]

Please note that Cascade will use all reasonable endeavours to meet the above dates but time is not of the essence.

5. Charges and invoicing

5.1 In full consideration for Cascade's performance of the relevant Services, the Client shall pay the Charges described in this section.

The total Charges for the [Consultancy Services OR Wraparound Bolt-On Services OR [PART OF THE CONSULTANCY SERVICES CHARGED ON A FIXED PRICE BASIS]] are £[AMOUNT].

5.2 Invoicing schedule:

Cascade shall invoice the Client for the Charges on the following schedule:

(a) [SPECIFY].

5.3 Third party materials and services:

(a) The following materials and services procured from third parties can be invoiced to the Client in addition to the Charges: [DETAILS].

6. [Licences, consents and permissions]

[DETAILS OF ANY LICENCES, CONSENTS AND PERMISSIONS NEEDED FOR THE CONSULTANCY SERVICES AND WHICH PARTY IS RESPONSIBLE FOR OBTAINING THEM.]

7. Special terms

7.1 [ANY ADDITIONAL TERMS THAT APPLY SUCH AS ANY DIFFERING RENEWAL DATES]

8. When the specified Services will be deemed complete

[IF NOT ALREADY COVERED ABOVE]

This Statement of Work has been entered into on the date stated at the beginning of it.

Signed by [NAME]	
for and on behalf of Cascade Risk Management Ltd	[TITLE]
Signed by [NAME]	
for and on behalf of [NAME OF CUSTOMER]	[TITLE]

Schedule 3 Data protection

The following sets out the details of Cascade's processing of Client Personal Data:

Scope. All Services to be provided by will include processing of Client Personal Data, including the Subscription Services, Consultancy Services and Wraparound Bolt-On Services.

Nature. Each of the Services will involve the collection and storage of Personal Data, both via the Platform as well as direct with Cascade. Client Personal Data will be processed via the Platform when producing a safety case. Personal data may be accessed by approved service providers only where required to host the service or to provide technical support, maintenance or incident resolution.

Purpose of processing. The purpose of the processing is to provide the Services, including producing any deliverables from such services. Cascade may also process Client Personal Data for direct marketing purposes and store Client Personal Data for compliance and/or in accordance with any laws and regulations.

Duration of processing. The duration that Services are being supplied to the Client. Client Personal Data may also be stored for direct marketing for as long as is compliant with Data Protection Laws. For compliance with laws and regulations, Cascade may also need to store Client Personal Data for a longer period.

Types of personal data. Names, role, contact details (such as email addresses)

Categories of data subject. Employees or other Authorised Users of the Client and (where applicable) employees or other workers for Authorised Customers.

Signed by [NAME OF
DIRECTOR] for and on
behalf of Cascade Risk
Management Ltd

.....

Director

Signed by [NAME OF
DIRECTOR] for and on
behalf of [NAME OF
CLIENT]

.....

Director