

AssessNET

Standard Terms and Conditions

PARTIES

These Terms and Conditions (the "Terms") are made between:

- Riskex Limited, a company registered in England and Wales (company number 05174302) whose registered office is at 15 Sheep Lane, Woburn, Milton Keynes MK17 9HD ("Riskex"); and
- The customer identified in the Riskex Order Form (the "Customer").

BACKGROUND

- Riskex provides AssessNET, a cloud-based, modular health and safety management software platform, made available on a software as a service subscription basis.
- The Customer wishes to subscribe to and use the Services.
- These Terms, together with the Riskex Order Form, the Service Level Agreement and any Data Processing Addendum, govern the provision and use of the Services.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following definitions apply:

- "AI Features" means any functionality within the Services that uses artificial intelligence, machine learning or automated processing to assist Users with analysis, content generation, recommendations, automation or workflow enhancement.
- "Agreement" means the Riskex Order Form, these Terms, the Service Level Agreement, any Data Processing Addendum and any Schedules, as amended from time to time in accordance with clause 18.
- "AssessNET" means Riskex's cloud-based health and safety management platform, including associated applications, portals and services.

- "Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- "Charges" means the fees payable by the Customer for the Services as set out in the Riskex Order Form (and, where applicable, any agreed statement of work).
- "Confidential Information" means all information of a confidential nature (whether written, oral, visual or electronic) relating to a party's business, operations, finances, technology, products, clients, suppliers or employees, including the terms of the Agreement.
- "Contract Start Date" means the start date stated in the Riskex Order Form.
- "Customer Data" means all data uploaded to, stored in or generated within AssessNET by or on behalf of the Customer or its Users.
- "Data Protection Laws" means the UK GDPR, the Data Protection Act 2018 and any applicable subordinate legislation, together with any guidance from the ICO.
- "Documentation" means Riskex's user documentation, help centre materials and release notes for the Services, as made available to the Customer from time to time.
- "Initial Term" means the initial subscription period stated in the Riskex Order Form (if none is stated, thirty six (36) months) commencing on the Contract Start Date.
- "Intellectual Property Rights" means all copyright, database rights, design rights, patents, trademarks, trade secrets, know-how and other intellectual property rights, whether registered or unregistered, including applications for registration.
- "Personal Data" has the meaning given in Data Protection Laws.
- "Renewal Term" means each successive period of twelve (12) months following the Initial Term.
- "Riskex Order Form" means the Riskex order form or quotation (including any system generated quotation) accepted by the Customer, which sets out the subscribed modules, licence metrics, Charges and any special terms agreed in writing.
- "Service Level Agreement" or "SLA" means Riskex's service level and support policy for AssessNET applicable to the Customer, as referenced in the Riskex Order Form.
- "Services" means access to and use of AssessNET, together with the support and related services described in the Riskex Order Form and SLA.
- "Term" means the Initial Term and any Renewal Term(s).
- "User" means an individual authorised by the Customer to access and use the Services.

1.2 Interpretation:

- References to clauses are to clauses of these Terms unless stated otherwise.
- Headings are for convenience only and do not affect interpretation.
- A reference to legislation includes any amendment or re-enactment and any subordinate legislation made under it.
- If there is any conflict between documents, the following order of precedence applies (highest first): (a) the Riskex Order Form (including any special terms), (b) any Data Processing Addendum, (c) the SLA, (d) these Terms, (e) Documentation.

2. TERM

2.1 The Agreement starts on the Contract Start Date and continues for the Initial Term.

2.2 After the Initial Term, the Agreement renews automatically for successive Renewal Terms unless either party gives not less than ninety (90) days' written notice to end the Agreement at the end of the Initial Term or the relevant Renewal Term.

3. PROVISION OF SERVICES

3.1 Riskex will provide the Services with reasonable skill and care and in accordance with good industry practice.

3.2 Riskex warrants that the Services will materially conform to the Documentation in all material respects.

3.3 The Customer acknowledges that software is not error-free. Riskex will use reasonable endeavours to correct material defects reported in accordance with the SLA.

3.4 Planned maintenance. Riskex may schedule planned maintenance windows which may temporarily reduce or prevent access to the Services. Riskex will provide reasonable advance notice where practicable and will use reasonable endeavours to schedule planned maintenance outside normal UK business hours. Emergency maintenance may be required to address security threats or major incidents and may be performed with shorter notice.

4. SUPPORT

4.1 Support services are provided in accordance with the SLA. Unless otherwise stated in the Riskex Order Form, support is provided during normal UK business hours on Business Days.

4.2 The Customer is responsible for its own IT environment, networks and connectivity required to access the Services. Riskex is not responsible for issues caused by the Customer's systems, third-party networks or internet connectivity.

4.3 If an incident results from (a) the Customer's breach of the Agreement, (b) misuse of the Services, or (c) third-party systems within the Customer's control, Riskex may charge reasonable time and materials for investigation and remediation at its then current professional services rates, subject to prior notice.

4.4 Riskex will conduct annual independent audits of its support processes and publish anonymised summaries to customers upon request, aligned with ISO 9001 requirements.

5. CUSTOMER OBLIGATIONS

5.1 The Customer will:

- ensure that each User complies with the Agreement and that access credentials are kept secure;
- ensure that Customer Data is accurate (so far as the Customer controls it) and lawfully obtained;
- use the Services only for its internal business purposes and in compliance with applicable laws;
- promptly notify Riskex of any unauthorised use or security incident relating to the Customer's use of the Services;
- cooperate reasonably with Riskex in relation to support requests and security investigations.

6. LICENSE AND ACCEPTABLE USE

6.1 During the Term, Riskex grants the Customer a non-exclusive, non-transferable right for its Users to access and use the Services for the Customer's internal business purposes, subject to the Agreement and the licence metrics in the Riskex Order Form (for example, number of Users or modules).

6.2 The Customer must not (and must ensure its Users do not):

- copy, modify, translate, create derivative works from, or reverse engineer the Services or any part of them except to the extent permitted by law;
- access the Services to build or support a competing product or service;
- probe, scan or test the vulnerability of the Services, or breach or circumvent security or authentication measures, except with Riskex's prior written consent;
- introduce malware, ransomware or any harmful code, or use the Services in a way that could materially impair the Services for others;
- upload or process Customer Data that is unlawful, infringes third-party rights, or contains special category data unless expressly permitted and appropriately safeguarded;
- make the Services available to third parties other than Users, except as expressly permitted by the Services (for example, external sharing features) and subject to the Customer remaining responsible for that use.

6.3 Usage and audits. Riskex may monitor usage to support billing, security and service delivery. If the Customer exceeds the licence metrics, Riskex may require the Customer to purchase additional subscriptions or true up Charges for the overuse for the period of overuse.

7. CHARGES AND PAYMENT

7.1 The Customer will pay the Charges in accordance with the Riskex Order Form. Unless otherwise stated, Charges are invoiced annually in advance.

7.2 Invoices are payable within thirty (30) days of invoice date. All Charges are exclusive of VAT, which will be payable in addition.

7.3 If the Customer fails to pay an undisputed invoice when due, Riskex may charge interest on the overdue amount at the statutory rate under the Late Payment of

Commercial Debts (Interest) Act 1998 (or, if not applicable, at 4 percent per annum above the Bank of England base rate), accruing daily from the due date until payment.

7.4 Non payment. If any undisputed amount remains unpaid ten (10) Business Days after Riskex has provided written notice that payment is overdue, Riskex may suspend access to the Services until payment is made, without liability for any resulting unavailability.

7.5 Renewal pricing. At the start of each Renewal Term: (a) any introductory discounts cease; (b) Charges may be adjusted to reflect changes in licence metrics (for example, User numbers); and (c) where no other adjustment applies, Charges may be increased by up to CPI + 5%, provided that any increase above CPI + 3% must be justified in writing with evidence of cost changes (e.g., inflation in hosting or development costs).

7.6 Disputed invoices. The Customer must notify Riskex in writing of any dispute within ten (10) Business Days of receipt of the relevant invoice, giving reasonable details. The Customer will pay all undisputed amounts on time.

8. INTELLECTUAL PROPERTY

8.1 Riskex (or its licensors) owns all Intellectual Property Rights in the Services, AssessNET, Documentation and any improvements or derivatives, other than Customer Data.

8.2 The Customer retains all Intellectual Property Rights in Customer Data. The Customer grants Riskex a non-exclusive license to host, copy, transmit and process Customer Data to provide the Services and to meet its legal obligations.

8.3 Feedback. If the Customer provides feedback or suggestions, Riskex may use them without restriction or obligation, provided Riskex does not disclose the Customer's Confidential Information.

9. AI AND AUTOMATED FEATURES

9.1 AI Features are provided to assist Users and do not constitute professional advice or legally binding conclusions.

9.2 The Customer is responsible for reviewing and validating any AI generated outputs and remains responsible for decisions, actions and compliance outcomes arising from use of the Services.

9.3 Riskex does not warrant that AI outputs will be accurate, complete, error-free or fit for a particular purpose. The Customer should apply appropriate human review.

9.4 Customer Data will not be used to train or improve any AI models (internal or external) without the Customer's explicit prior written consent. Where consent is given, Riskex will provide details on data anonymisation methods and allow the Customer to opt out at any time. Riskex may use Customer Data to operate and improve AI Features within the Services where necessary to provide the Services, subject to Data Protection Laws and clause 10.

10. SECURITY AND DATA PROTECTION

10.1 Riskex will implement appropriate technical and organisational measures designed to protect Personal Data and Customer Data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

10.2 Data protection roles. The Customer is the controller and Riskex is the processor in respect of Personal Data processed by Riskex on the Customer's behalf, unless stated otherwise in the Riskex Order Form.

10.3 The parties will comply with Data Protection Laws. Riskex will process Personal Data only on documented instructions from the Customer and as set out in the Agreement.

10.4 Sub-processors. Riskex may appoint sub-processors. Riskex remains responsible for their acts and omissions and will ensure appropriate contractual protections are in place. Riskex will make available, on request, a list of material sub-processors and will provide reasonable notice of material changes to that list.

10.5 Security incidents. Riskex will notify the Customer without undue delay after becoming aware of a Personal Data breach affecting the Customer's Personal Data and will provide reasonable assistance to support the Customer's compliance obligations.

10.6 Data Processing Addendum. Where required, Riskex will enter into a data processing addendum with the Customer reflecting Article 28 UK GDPR requirements,

including international transfer safeguards (UK IDTA or UK addendum to EU SCCs, as applicable).

10.7 Riskex currently maintains certification to ISO/IEC 27001 and ISO 9001, with certification issued by a UKAS-accredited certification body. Riskex shall maintain management systems aligned to ISO/IEC 27001 and ISO 9001 and shall use reasonable endeavours to maintain such certifications for the duration of the Agreement. If either certification is suspended, withdrawn, or not renewed, Riskex shall notify the Customer without undue delay and, where appropriate, provide a remediation plan and anticipated timescales. On request, Riskex shall provide copies of its current ISO certificates.

10.8 Riskex will comply with applicable export control laws (e.g., UK Export Control Act 2002) and sanctions regimes. The Customer represents and warrants that it is not a sanctioned entity or located in a sanctioned jurisdiction.

11. CONFIDENTIALITY

11.1 Each party will keep the other party's Confidential Information confidential and will not disclose it except to those of its personnel and professional advisers who need to know it and who are bound by confidentiality obligations.

11.2 Confidentiality does not apply to information that is (a) in the public domain other than due to breach, (b) lawfully received from a third-party, (c) independently developed, or (d) required to be disclosed by law or a competent regulator (provided the disclosing party gives notice where lawful).

11.3 This clause survives termination for five (5) years, except for trade secrets which remain confidential for so long as they remain trade secrets.

12. WARRANTIES AND DISCLAIMERS

12.1 The Services may include templates, guidance or example content. These are provided for general assistance only. The Customer is responsible for adapting any templates and interpreting any guidance for its own business environment and remains responsible for its compliance with applicable law.

12.2 Except as expressly stated in the Agreement, Riskex gives no warranties, conditions or other terms (express or implied) regarding the Services, including any implied terms of satisfactory quality, fitness for purpose and non-infringement, to the maximum extent permitted by law.

13. INDEMNITY

13.1 Riskex will indemnify the Customer against third-party claims that the Services, when used in accordance with the Agreement, infringe Intellectual Property Rights in any jurisdiction where the Services are used.

13.2 This indemnity does not apply to the extent a claim arises from: (a) Customer Data or materials provided by the Customer, (b) combination of the Services with products or services not provided by Riskex where the infringement would not have occurred otherwise, or (c) use of the Services contrary to the Agreement or Documentation.

13.3 Indemnity process. The Customer must promptly notify Riskex in writing of any claim and allow Riskex sole control of the defence and settlement (provided Riskex will not settle in a way that admits liability for or imposes an obligation on the Customer without the Customer's consent, not to be unreasonably withheld).

13.4 Remedies. If the Services are likely to become the subject of an infringement claim, Riskex may at its option (a) procure the right for the Customer to continue using the Services, (b) modify or replace the affected part to avoid infringement without materially reducing functionality, or (c) terminate the affected Services and refund any prepaid Charges for the unused portion of the then current term.

14. LIMITATION OF LIABILITY

14.1 Nothing in the Agreement limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under law.

14.2 Subject to clause 14.1, Riskex's total aggregate liability arising out of or in connection with the Agreement (whether in contract, tort including negligence, misrepresentation or otherwise) will not exceed the total Charges paid or payable by the Customer in the twelve (12) months immediately preceding the event giving rise to the claim.

14.3 Subject to clause 14.1, neither party will be liable for (a) loss of profits, (b) loss of business, (c) loss of anticipated savings, (d) loss of goodwill, or (e) any indirect or consequential loss.

15. SUSPENSION

15.1 Riskex may suspend access to the Services where reasonably necessary to: (a) address a security threat; (b) comply with a legal or regulatory requirement; (c) respond to misuse of the Services; or (d) enforce clause 7.4 (non payment).

15.2 Riskex will notify the Customer at least twenty-four (24) hours in advance where possible, or immediately after in the case of emergencies, with a detailed explanation of the reason for suspension and will restore access as soon as reasonably practicable once the reason for suspension is resolved.

16. TERMINATION

16.1 Either party may terminate the Agreement immediately by written notice if the other party commits a material breach that is not remedied within sixty (60) days of being notified in writing.

16.2 Either party may terminate immediately by written notice if the other party becomes insolvent or enters into administration, liquidation or similar proceedings.

16.3 Termination for convenience is only available by giving notice in accordance with clause 2.2 (end of term notice).

17. CONSEQUENCES OF TERMINATION AND DATA RETURN

17.1 On termination or expiry: (a) all rights to access and use the Services end; and (b) any outstanding Charges become immediately due and payable.

17.2 Self service export. During the Term the Customer may export Customer Data using the export tools provided within the Services, subject to role permissions and technical limitations described in Documentation.

17.3 Assisted export. Where the Customer requests a managed export or a bespoke data extract, Riskex shall provide reasonable assistance at its then current

professional services rates, or as otherwise agreed in a statement of work. Riskex may require advance payment for such services, taking into account the complexity and volume of the data. Unless otherwise agreed, a typical assisted export requires approximately three (3) days of support effort.

17.4 Deletion. Following termination, Riskex will delete or anonymise Customer Data within sixty (60) days, except to the extent required to retain it by law or for legitimate backup and disaster recovery purposes. Backups will be overwritten in accordance with Riskex's backup retention cycles.

17.5 Accrued rights and survival. Termination does not affect rights accrued before termination. Clauses which by their nature should survive termination will survive, including clauses 8, 9, 10, 11, 12, 13, 14, 17 and 21.

18. CHANGES TO SERVICES AND TERMS

18.1 Riskex may make changes to the Services and Documentation to improve functionality, address security issues, comply with law or reflect product development.

18.2 Riskex may update these Terms where reasonably necessary to reflect legal or regulatory changes, security requirements or product development. Riskex will provide the Customer with reasonable prior notice of changes.

18.3 Material adverse change. If a change to these Terms materially and adversely reduces the Customer's rights or materially increases the Customer's obligations (excluding changes required by law or security), the Customer may terminate by written notice within thirty (30) days of receiving notice of the change. If terminated under this clause, Riskex will refund any prepaid Charges for the unused portion of the then current term.

18.4 For clarity, pricing changes at renewal are governed by clause 7.5.

19. FORCE MAJEURE

19.1 Neither party is liable for failure or delay in performance (except payment obligations) to the extent caused by an event beyond its reasonable control, including fire, flood, storm, earthquake, pandemic, war, terrorism, labour disputes, government action, widespread internet outage, cyber-attacks (unless due to a party's negligence)

or failure of third-party hosting providers (a "Force Majeure Event"). If a Force Majeure Event continues for more than fifteen (15) days, the parties will cooperate reasonably to develop and implement mitigation plans.

19.2 The affected party will promptly notify the other and will use reasonable endeavours to mitigate the effects. If a Force Majeure Event continues for more than thirty (30) days, either party may terminate the affected Services on written notice.

20. NOTICES

20.1 Notices must be in writing and may be delivered by hand, pre-paid first-class post or email to the addresses and contacts set out in the Riskex Order Form (or such other address notified in writing).

20.2 Deemed receipt: (a) hand delivery, on signature of a delivery receipt; (b) post, at 9.00 am on the second Business Day after posting; (c) email, at the time of transmission provided no delivery failure notice is received, and if sent outside 9.00 am to 5.30 pm UK time on a Business Day, on the next Business Day.

20.3 This clause does not apply to service of proceedings or other documents in any legal action.

21. GENERAL

21.1 Compliance. Each party will comply with applicable laws and regulations, including the Bribery Act 2010 and the Modern Slavery Act 2015. Where the Customer is a public authority, the parties will cooperate reasonably with FOIA requests in accordance with the SLA or an agreed process.

21.2 Audit. On reasonable written notice and no more than once in any twelve (12) month period, the Customer may audit Riskex's compliance with the Agreement, limited to information reasonably necessary to verify compliance, and conducted during normal business hours in a way that does not unreasonably disrupt Riskex's business. The Customer will ensure its auditors are bound by confidentiality.

21.3 Subcontracting. Riskex may subcontract elements of the Services provided that it remains responsible for the acts and omissions of its subcontractors.

21.4 Marketing reference. Unless the Customer notifies Riskex in writing that it objects, the Customer authorises Riskex to include the Customer's name and logo in Riskex's marketing materials as a customer reference, in a reasonable and non-disparaging manner.

21.5 Entire agreement and no reliance. The Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. Each party acknowledges that it does not rely on any statement, representation or warranty not set out in the Agreement, except in respect of fraud.

21.6 Assignment. Neither party may assign or transfer the Agreement without the other's prior written consent, not to be unreasonably withheld or delayed, except that either party may assign to an affiliate or as part of a reorganisation, merger or sale of substantially all its assets, provided the assignee agrees to be bound by the Agreement.

21.7 Waiver. A failure or delay to exercise a right is not a waiver of that right.

21.8 Severance. If any provision is illegal, invalid or unenforceable, it will be treated as modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in force.

21.9 Third-party rights. A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

21.10 Annual Review. The parties will review the Agreement annually (or upon material regulatory changes) and negotiate any necessary amendments in good faith.

22. GOVERNING LAW AND JURISDICTION

22.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it will be governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.