
CALLSIGN LIMITED (LICENSOR)

and

CUSTOMER (BUYER)

CALLSIGN AGREEMENT

BETWEEN

- (1) **CALLSIGN LIMITED** (the "Licensor") incorporated and registered in England and Wales with company number 07277719 whose registered office is at 2nd Floor, 138 Cheapside, London, EC2V 6BJ, United Kingdom (the "**Licensor**"); and
- (2) the "**Buyer**".

INTRODUCTION

- (A) The Licensor is a provider of the Software (as defined below) and of services relating to such Software.
- (B) The Buyer wishes to receive the Software and certain related services and the Licensor agrees to provide the same, on the terms and conditions of this agreement.

AGREED TERMS

1. Definitions

- 1.1 In this agreement, unless otherwise specified or inconsistent with the context, the following definitions shall apply.

"Affiliates" means in relation to a body corporate, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that body corporate from time to time;

"Applicable Data Protection Legislation" means all applicable legislation for the time being in force pertaining to data protection and privacy laws and regulations applicable to personal data processed under this agreement including, as applicable, the General Data Protection Regulation (Regulation 2016/679) ("**EU GDPR**"), the EU GDPR as it is saved and incorporated into UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**"); the EU e-Privacy Directive (Directive 2002/58/EC), and any and all applicable national legislation implementing or supplementing such legislation in the United Kingdom including the Data Protection Act 2018, the Data (Use and Access) Act 2025 and the Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations);

"Charges" means the Rate Card and such other fees and charges as shall be set out in each Subscription;

"Confidential Information" means in relation to a party and/or a party's Affiliates, information that (a) is by its nature confidential; and/or (b) is designated by that party as confidential, but excludes in all cases any personal data;

"Buyer" means the Party subscribing to the Product under the applicable Subscription;

"Buyer Connected Entities" shall have the meaning set out in clause 7.4;

"Buyer Data" means any data or information in any form or medium provided by or on behalf of the Buyer to the Licensor or which the Licensor generates as part of the Services under this agreement including without limitation any personal data but

excluding any data or information which the Licensor obtains from other third parties in the course of providing the Services;

"Buyer Dependency" means any action(s) to be taken or timeframe(s) to be met by the Buyer or any third party on behalf of the Buyer under this agreement and as may be specified in any Subscription and / or in the Support Handbook;

"DP Regulator" means in the United Kingdom, the Information Commissioner's Office (or such body as may replace it from time to time), and in any other jurisdiction, any regulatory body with the same or similar authority;

"Disclosing Party" has the meaning given to it in clause 14.1;

"Effective Date" means the date the Subscription is accepted on the Marketplace;

"Event of Force Majeure" means an event outside a party's reasonable control, including without limitation: acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; pandemics or public health emergencies; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to obtain a necessary licence or consent;

"Insolvency Event" means any of the following:

- a) the Licensor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 as they fall due; or
- b) a resolution is passed for the administration of the Licensor; or
- c) the presentation of a petition for winding up of the Licensor, which petition is not dismissed within twenty eight (28) days; or
- d) an order is made or a resolution is passed for winding up of the Licensor, save for the purpose of a solvent reconstruction or amalgamation with the resulting entity assuming all the obligations of the entity that has been wound up; or
- e) if a receiver, administrative receiver, administrator, examiner, liquidator, provisional liquidator or similar officer is appointed over all or any part of the assets or undertaking of the Licensor and is not discharged with thirty (30) days of such appointment; or
- f) the Licensor enters into or proposes a "Voluntary Arrangement" as defined within Part 1 of the Insolvency Act 1986 or convenes a meeting of its creditors or makes a composition with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement;
- g) the Licensor goes into liquidation (voluntary or otherwise) other than a genuine solvent reconstruction or amalgamation;
- h) the Licensor ceases, or threatens to cease, to carry on business or trade;
- i) any third party enforces a security interest over all, or substantially all, of the assets of the Licensor; or
- j) any event analogous to paragraphs a) to j) above which occurs in any other jurisdiction to which the Licensor is subject.

"Intellectual Property Rights" means all intellectual property rights including, but not limited to, patents, trade secrets, trade marks, service marks, trade names, copyrights and other rights in works of authorship (including rights in computer software), rights in logos and get up, inventions, moral and artists' rights, design rights, trade or business

names, domain names, know-how, database rights and semi-conductor topography rights and all intangible rights and privileges of a similar nature analogous or allied to any of the above in every case whether or not registered or unregistered and all rights or forms of protection of a similar nature in any country;

"Licensor Connected Entities" has the meaning given to it in clause 7.6;

"Licensor Employees" means any employee, worker, officer, agent or any other person whatsoever acting for or on behalf of the Licensor or otherwise under the Licensor's control and direction (including but not limited to sub-contractors, contractors and agency personnel);

"Licensor Software" means the software (including any modifications or improvements thereto) owned by the Licensor and provided to the Buyer as set out in a Subscription (and which shall not include any Third Party Software), including all documentation relating to such software;

"Marketplace" means the marketplace operated by Amazon Web Services, Inc., which is currently located at <https://aws.amazon.com/marketplace/>, as it may be updated or relocated from time to time;

"Marketplace Listing" means the description of Product and other product information listed on the Marketplace and offered by the Licensor, including Support Services and Licensor's policies and procedures incorporated or referenced in the product information

"Open Source Software" means software licensed under terms that meet the Open Source Definition (as such term is defined by the Open Source Initiative);

"Product" means all services, hosting, solutions, platforms, and products identified in an Subscription and that Licensor makes available under or in relation to this Agreement and any related Subscription including the software, technology, and services necessary for Licensor to provide the foregoing. Product availability may vary by region;

"Rate Card" means the table of charges chargeable by the Licensor, as set out in an applicable Subscription;

"Recipient" has the meaning given to it in clause 14.1;

"Security Policy" means the Licensor's security policy as made available by the Licensor from time to time;

"Service Data" means pseudonymised data, de-identified data, aggregated meta data and derived data arising from Buyer Data and which is generated as part of the provision or receipt of the Services used for the purposes of improving Licensor's service delivery model, e.g. by improving the accuracy of its data models, provided that this does not involve the disclosure to third parties of any of Buyer Confidential Information or any personal information;

"Service Levels" means the levels of service required of the Licensor in the performance of the Services as set out in the Support and Maintenance Handbook;

"Services" means the services to be provided by the Licensor as specified in a Subscription (including the Support Services if applicable);

"Software" means the Licensor Software and the Third Party Software;

"Subscription" means a Product subscription for a specific use capacity purchased by Buyer and fulfilled by the Licensor for the licensing and provision of Product;

"Support Services" means the support services (if any) to be provided by the Licensor to the Buyer as further described in a Subscription and / or the Support Handbook;

"Support Handbook" means the description of the Support Services, including the Service Levels, made available by the Licensor in connection with the Services;

"Term" has the meaning given to it in clause 4.1;

"Third Party Software" means software in which the Intellectual Property Rights are owned by a third party (together with any modifications or enhancements) and which is made available to the Buyer as set out in a Subscription (including any Open Source Software), including all documentation relating to such software;

"Working Days" means Monday to Friday (inclusive) but excluding (i) days that are public holidays in England and (ii) the Licensor's annual holiday (being such date as the Licensor may determine from time to time with reasonable advance notice); and

- 1.2 Headings are included in this agreement for ease of reference only and shall not affect the interpretation or construction of this agreement.
- 1.3 A reference to any statute, enactment, ordinance, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, ordinance, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 1.4 References to **"persons"** are to individuals, bodies corporate, firms, other unincorporated associations and governmental or supra-national authorities.
- 1.5 References to **"including"**, **"includes"** and **"in particular"** are illustrative and none of them shall limit the sense of the words preceding them and each of them shall be deemed to incorporate the expression **"without limitation"**.

2. Agreement

- 2.1 Each Subscription is subject to and governed by this Agreement, the applicable Product Listing and any amendments to any of the foregoing as may be agreed upon by the Parties in accordance with this Agreement, which together constitute the entire agreement between Buyer and Licensor (the "Agreement").

3. Subscriptions

- 3.1 Each Subscription is a separate agreement between Buyer and Licensor. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (a) any amendment agreed upon by the Parties; (b) this Agreement; and (c) the Product Listing.
- 3.2 Throughout the Term, the Buyer may request, and the Licensor may agree to provide a custom Subscription for the Products or an amendment to an existing Subscription for the Products. The parties shall work together to discuss and agree the terms of each new Subscription or amendment to an existing Subscription for the Products. For the avoidance of doubt, no Subscription or an amendment to an existing Subscription for the Products shall be binding until fully executed by both parties.
- 3.3 The Licensor will not be required to commence provision of any Software or Services, without a duly completed Subscription for or on behalf of the Buyer.

- 3.4 Each Subscription for the Products shall set out a description of the Software and any applicable Services. Any offer of any Product(s) pursuant to this Agreement, and Buyer's purchase of the corresponding Subscription, constitutes each Party's respective acceptance of the terms of this Agreement and their entry into this Agreement.

4. Term

- 4.1 This Agreement will continue in full force and effect until conclusion of the Subscription unless terminated earlier by either Party as provided by this Agreement (the "**Term**").

5. Provision of Services

- 5.1 The Licensor shall use its reasonable endeavours to perform the Services and provide the Software in accordance with any dates specified for such performance in each Subscription. Services which do not have specified dates for completion shall be provided by the Licensor as soon as reasonably practicable or as agreed in writing with the Buyer.

- 5.2 The Buyer shall perform or procure the performance of the Buyer Dependencies in accordance with the dates specified in each Subscription, and otherwise to ensure the Licensor is not delayed from performing its obligations in accordance with this agreement and each Subscription.

- 5.3 Each party shall keep the other fully informed of any delay or likely delay in the performance of its obligation under this agreement or the applicable Subscription.

- 5.4 To the extent that the Buyer's delay or failure to comply with a Buyer Dependency does or may cause the Licensor to miss any timeframe for the performance of an obligation or to not comply with any Service Level, the Licensor shall be entitled to:

- (a) an extension of time equivalent to the delay caused by the failure of the Buyer Dependency;
- (b) treat the Service Level as achieved; and / or
- (c) charge the Buyer its reasonable expenses incurred as a result of the failure of the Buyer Dependency,

in each case as applicable.

6. Service Levels

- 6.1 Service Levels are as detailed in the Support Handbook.

7. Intellectual Property Rights Ownership

- 7.1 All Intellectual Property Rights belonging to a party prior to the signing of this agreement shall remain vested in that party or its Affiliates, as appropriate.

- 7.2 The Licensor shall retain ownership of all Intellectual Property Rights in the Licensor Software (which shall include all modifications or improvements to the Licensor Software including where based on or arising out of any Service Data and all Licensor pre-existing materials). Subject to payment of the Charges, the Licensor grants to the Buyer a limited, non-exclusive, non-transferable, non-sublicensable licence for the duration of

the applicable Subscription term to use the Software and Services for Buyer's internal business operations, and such specific purposes as may be set out in the applicable Subscription (and subject to any further restrictions as may be set out in the Subscription).

7.3 Ownership and licence of data.

- (a) All Intellectual Property Rights in the Buyer Data and the Service Data shall vest in the Buyer upon their creation absolutely and the Licensor shall obtain no rights, title and interest in the Buyer Data and Service Data whatsoever, except as set out in this agreement.
- (b) The Buyer grants the Licensor a licence to use:
 - i. the Buyer Data solely for the purposes of providing the Services under this agreement and/ or any Subscription; and
 - ii. the Service Data solely for the purpose of improving the Services provided under this agreement and / or any Subscription for the benefit of the Buyer and any other customer of the Licensor,

and the foregoing licences shall terminate upon completion of the Services and the Licensor shall promptly delete or return to the Buyer all Buyer Data and Service Data then in its possession or control.

7.4 Subject to clauses 7.5 and 7.7, the Licensor shall indemnify the Buyer and its respective officers, directors, partners, employees, agents, sub-contractors and contractors (the "**Buyer Connected Entities**") against all costs awarded in final settlement of any claims by a third party against the Buyer and the Buyer Connected Entities that the provision of the Licensor Software and / or the Services infringe a third party's Intellectual Property Rights (other than where such claim arises out of any incorporation or use of the Service Data).

7.5 The indemnity set out in clause 7.4 shall not apply to the extent any such claim arises as a result of (i) the provision of Buyer Data or other materials provided or made available to the Licensor in connection with the delivery of the Services or the Software or this agreement by or on behalf of the Buyer; (ii) the modification of any Software by or on behalf of the Buyer; or (iii) the use of the Software or Services in combination with data, software, hardware, equipment, or technology not or authorized by the Licensor in writing or otherwise as permitted under this Agreement or any Work Subscription.

7.6 The Buyer shall indemnify the Licensor and its respective officers, directors, partners, employees, agents, sub-contractors and contractors (the "**Licensor Connected Entities**") against all losses arising from or incurred out of or in relation to any claims or allegations by a third party against the Licensor and the Licensor Connected Entities: (i) related to the Buyer's or any authorised user's violation of this Agreement or any Marketplace terms; or (ii) that any Buyer Data or materials provided by or on behalf of the Buyer under this agreement and/ or any Subscription infringes or is likely to infringe a third party's Intellectual Property Rights.

7.7 In the event of a claim pursuant to clause 7.4 or clause 7.6:

- (a) the party indemnified and claiming under the relevant indemnity ("**Indemnified Party**") shall as soon as reasonably practicable give to the party which has given the indemnity or has the obligation to defend the relevant claim (as the case may be) (the "**Indemnifier**") written notice of the claim against which the Indemnified Party is claiming to be indemnified and all details of the claim from time to time in the knowledge or possession of the Indemnified Party;

- (b) the Indemnifier shall, at its own cost and expense, be entitled to control the defence of the claim and any related proceedings or settlement negotiations, provided that:
 - i. the Indemnifier shall conduct such litigation with due diligence and propriety and in such a way as not to bring the reputation or good name of the Indemnified Party into disrepute. In this regard, it will take into account and action any reasonable comments made by the Indemnified Party in relation to the conduct and/or settlement of the litigation;
 - ii. the Indemnified Party shall use all reasonable endeavours to mitigate any claims;
 - iii. the Indemnifier shall keep the Indemnified Party informed in writing at all times of material developments in the litigation or negotiations;
 - iv. the Indemnifier shall not make any admissions or otherwise take or fail to take any action which would be prejudicial to any Indemnified Party; and
 - v. at the cost and expense of the Indemnifier, the Indemnified Party shall take all reasonable steps to co-operate with the Indemnifier in the defence of such claim, proceedings or negotiations.

8. Charges

- 8.1 AWS will invoice and charge the Buyer on behalf of the Licensor under the terms of the applicable AWS Customer Agreement and any associated AWS Marketplace Terms of Use and the applicable Subscription and this Agreement.

9. Limitations of Liability

- 9.1 Neither party excludes or limits liability to the other party in respect of:
 - (a) death or personal injury caused by its negligence as defined by the Unfair Contract Terms Act 1977;
 - (b) any fraudulent pre-contractual misrepresentations made by it on which the other party can be shown to have relied or other fraud or fraudulent misrepresentations;
 - (c) any other liability arising out of or in connection with this agreement which cannot be excluded or restricted by law;
 - (d) clauses 7.4 or 7.6 (Intellectual Property Rights Ownership), as applicable; or
 - (e) the payment of the Charges due under this Agreement.
- 9.2 Subject to clause 9.1, neither party shall be liable for:
 - (a) any indirect, consequential or special loss; or
 - (b) any loss of profit, loss of business or contracts, lost production or operation time, loss of or corruption to data, loss of goodwill or anticipated savings,

however arising (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise), whether or not such loss was foreseeable or if the party

which would otherwise be liable for such loss was advised of its possibility (and, for the purposes of this clause 9.2, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss).

- 9.3 Subject to clauses 9.1 and 9.2, the Licensor's aggregate liability (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising out of or in connection with this agreement and/ or any Subscription in any Contract Year shall in no event exceed the amount of the Charges paid or payable under the applicable Subscription in 12 months preceding the event giving rise to the damages.

10. Termination

- 10.1 Termination of this agreement shall terminate each Subscription in force on the date of termination.

- 10.2 Either party may terminate this agreement on immediate written notice if there are no current Subscriptions.

- 10.3 Termination for Cause

- (a) Without prejudice to any other rights or remedies it may have, either party may on giving no less than thirty (30) days written notice to the other party, terminate this agreement in whole:

- i. if the other party commits a material breach in respect of this agreement which:

(i) is not capable of remedy; or

(ii) is capable of remedy but is not remedied within such thirty (30) day period (in which case the agreement shall terminate upon the expiry of the thirty (30) days' notice without further notice being required);

- ii. if the other party undergoes an Insolvency Event (unless prevented from terminating in accordance with Applicable Law); or

- iii. pursuant to clause 18.5.

- 10.4 Accrued Rights

Termination of this agreement however and whenever occurring shall not prejudice or affect any right of action or remedy which shall have accrued to any party up to and including the date of such termination.

- 10.5 Survival of Terms

The provisions of clauses 7, 9, 11, this 10.5, 14, and 21 and any other clauses which by their nature continue shall survive termination or expiry of this agreement, however and whenever occurring.

11. Consequences of Termination

- 11.1 Within 90 days after the date of termination or expiry of this agreement and/ or any Subscription (or upon request by the Buyer at any other time) the Licensor shall:

- (a) if requested to do so, return to the Buyer all of the Buyer's Confidential Information and the Buyer Data (including all copies and extracts) and all other property of the Buyer (whether tangible or intangible) in its possession or control; and
- (b) if requested to do so, destroy or permanently erase (if technically possible) all documents and all records (in any media) created by it or on its behalf that use, concern or are based on any of the Buyer's Confidential Information and/ or the Buyer Data;

but excluding in either case (i) data required for the defence of actual or anticipated disputes, and/or (ii) any data incidentally contained in emails or in archived files, which shall in any event remain subject to the obligations of confidentiality set out herein).

12. General Obligations and Compliance

General Obligations of the Licensor

12.1 The Licensor warrants that:

- (a) the Licensor is a company duly incorporated, validly existing and in good standing under the laws of England and Wales and that this agreement is executed by duly authorised representatives of the Licensor;
- (b) the Licensor Employees are appropriately experienced, trained and capable of performing the Services in accordance with this agreement and the applicable Subscription(s); and
- (c) as at the date of this agreement, the Licensor is not subject to any Insolvency Event.

12.2 The Licensor shall ensure that:

- (a) the performance of its obligations under this agreement shall comply with all Applicable Law; and
- (b) it has, and shall continue to have for the duration of this agreement, full capacity and authority and all necessary governmental, administrative and regulatory authorisations, licences, permits and consents and all necessary Intellectual Property Rights to enter into and to perform this agreement and to supply the Software and the Services..

General Obligations of the Buyer

12.3 The Buyer warrants that:

- (a) the Buyer is a company duly incorporated, validly existing and in good standing under the laws of England and Wales and that this agreement is executed by duly authorised representatives of the Buyer;
- (b) the Buyer has, and shall continue to have for the duration of this agreement, full capacity and authority and all necessary governmental, administrative and regulatory authorisations, licences, permits and consents and all necessary Intellectual Property Rights to enter into and to perform its obligations under this agreement;

- (c) the Buyer has the right to provide to the Licensor the information and materials it provides under this agreement, and to allow the Licensor to incorporate those into the Services as may be required;
 - (d) there are no material outstanding litigation, arbitration or other disputed matters to which the Buyer is a party which may have a material adverse effect upon the Buyer's ability to receive and implement the Software, or the Services or to fulfil the Buyer's liabilities, responsibilities and obligations including all Buyer Dependencies pursuant to this agreement; and
 - (e) as at the date of this agreement, the Buyer is not subject to any Insolvency Event.
- 12.4 The Buyer acknowledges and agrees that it is responsible for complying with all applicable law in the operation of its business, and the Licensor's provision of the Software and / or the Services, in accordance with this agreement does not place any responsibility on the Licensor for Buyer's compliance with any applicable laws.
- 12.5 The Licensor shall be relieved, to the extent so affected, of the performance of any obligations that may be affected by the Buyer's failure to promptly provide any required consents to the Licensor.
- 12.6 EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS CLAUSE 12, THE SOFTWARE AND SERVICES ARE ALL PROVIDED "AS IS" AND THE LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THE LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND SERVICES, OR RESULTS OF THE USE THEREOF, WILL MEET BUYER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

13. Acceptable Use; Restrictions on Sensitive Information

- 13.1 Buyer will not intentionally use the Product, component or SaaS Service to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or illegal activity; (c) interfere with or disrupt the integrity or performance of the Product, component or data contained therein or on Licensor's system or network or circumvent the security features of the Product; or (d) perform penetration testing, vulnerability testing or other security testing on the Product, component or Licensor's systems or networks or otherwise attempt to gain unauthorized access to the Product or Licensor's systems or networks.
- 13.2 Buyer will not use the SaaS Services to store or process Highly Sensitive Information unless Licensor specifically purchases a SaaS Service Subscription designed to be used with Highly Sensitive Information. "Highly Sensitive Information" means, for purposes of this Agreement: (1) "special categories of personal data," "sensitive personal information," or "Sensitive Personal Data," as defined under applicable Data Protection Law, including European Union Regulation 2016/679, Article 9(1) or any successor legislation; (2) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("HIPAA"); or (3) other information subject to additional protections or regulation under specific laws such as the Children's Online Privacy Protection Act or Gramm-Leach-

Bliley Act (or related rules or regulations). Licensor shall have no responsibility for Highly Sensitive Information where the SaaS Service is not approved by Licensor to be used with Highly Sensitive Information.

- 13.3 Licensor may suspend Buyer's or a User's right to access or use any portion or all of the SaaS Service immediately upon notice to Buyer (a) if Licensor, after reasonable due diligence given the nature and severity of the issue, reasonably determines that: (i) Buyer or a User's use of the SaaS Service poses a material risk to the security or operation of Licensor's systems, the SaaS Service or the systems or data of any other customer, or (ii) Buyer or a User's use of the SaaS Service violates Section 13.1 or is illegal or fraudulent; (b) if Buyer fails to pay any undisputed amounts within 30 days after notice of past due amounts; or (c) if Buyer uses a SaaS Service Subscription to store or process Highly Sensitive Information if such SaaS Service is not approved by Licensor to be used with Highly Sensitive Information. To the extent reasonably practicable, Licensor will limit the suspension of the SaaS Service pursuant to subsection (a) as needed to mitigate the applicable risk. Licensor will promptly restore the SaaS Service to Buyer upon resolution of the issue and/or payment of the outstanding amounts (as applicable).

14. Insurance

- 14.1 Each Party will obtain and maintain appropriate insurance necessary for implementing and performing under this Agreement in accordance with applicable Law and in accordance with the requirements of this Section 14.
- 14.2 The Licensor shall, to the extent permitted by the insurance conditions, provide to the Buyer upon written request, but no more than once in any 12-month period, details of any of the insurance cover that it is obliged to have and maintain under clause 14.1.

15. Confidentiality

- 15.1 The Buyer and the Licensor shall each:
- (a) keep all Confidential Information given by one party (the "**Disclosing Party**") to the other party (the "**Recipient**") or otherwise obtained by the Recipient confidential; and
 - (b) not (except as expressly permitted) disclose the Confidential Information to any third parties, make copies of material containing the Confidential Information or otherwise use the Confidential Information.
- 15.2 Subject to clauses 15.3 and 15.4, the Recipient may only use, disclose and copy the Disclosing Party's Confidential Information to the extent necessary:
- (a) to comply with its obligations under this agreement; and
 - (b) to enable the Recipient to exercise its rights under this agreement (including to receive and use the Software and Services).
- 15.3 The Licensor may disclose the Buyer's Confidential Information to:
- (a) the Licensor Employees and / or professional advisers, on a 'need to know' basis and then only for the purpose identified in clause 15.2;
 - (b) any actual or potential investor in the Licensor's business (provided that such disclosure includes only the terms of this agreement and does not include any Buyer Data); and

- (c) any other person with the prior written consent of the Buyer (and such consent may be subject to such conditions as the Buyer reasonably requires).
- 15.4 Nothing in this agreement prohibits the use or disclosure of any Confidential Information by either party to the extent that the:
 - (a) information has been placed in the public domain otherwise than due to a default of the party;
 - (b) disclosure is expressly required by Applicable Law, but the party must use its best efforts to minimise any such disclosure;
 - (c) information has been independently developed by the party without reference to the Confidential Information of the other party; or
 - (d) other party has approved in writing the particular use or disclosure of the Confidential Information.
- 15.5 The parties acknowledge that each party will be entitled to equitable relief against the other (in addition to any other rights available under this agreement or at law) if any party breaches any of its obligations under this clause 15.
- 15.6 The obligations with respect to Confidential Information disclosed under this agreement will survive termination and expiry of this agreement and will continue for as long as the information remains confidential.

16. Data Protection

- 16.1 Each party shall:
 - (a) at all times during the term of this agreement, comply with the Applicable Data Protection Legislation; and
 - (b) to the extent applicable under the Applicable Data Protection Legislation, obtain and maintain all appropriate registrations required in order to allow that party to perform its obligations under this agreement, or ensure that it shall have satisfied itself that it has legitimate business interests within the provisions of the Applicable Data Protection Legislation to use, collect and process any personal data.
- 16.2 In this clause 16, the terms "**personal data**", "**process**" and "**processor**" shall have the meanings given in the Applicable Data Protection Legislation. The parties acknowledge that the types of personal data processed pursuant to this agreement (including the subject matter, duration, nature and purpose of the processing and the categories of data subject) shall be set out in the appropriate Subscription. In relation to all personal data provided or made available to the Licensor by or on behalf of the Buyer, the Licensor:
 - (a) acknowledges that, as between the parties, it acts only as a processor;
 - (b) shall only process such personal data in accordance with this agreement and the Buyer's instructions issued from time to time;
 - (c) shall immediately inform the Buyer if, in the Licensor's opinion, any instructions given to it by the Buyer in relation to the processing of such personal data under this agreement infringe any Applicable Data Protection Legislation;

- (d) shall implement and operate, and shall procure that any sub-processor implements and operates, appropriate technical and organisational measures to ensure:
 - (i) the protection of the rights of the relevant data subjects; and
 - (ii) a level of security appropriate to the risks that are presented by any processing of such personal data, in particular protection from accidental loss or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by the Licensor pursuant to this agreement;
- (e) shall take reasonable steps to ensure the reliability of its personnel who have access to any such personal data and ensure that such personal data shall only be accessible by its personnel to the extent they need to know or require access for the purpose of properly performing their duties in relation to this agreement and who, where relevant, understand the confidentiality of such personal data (and who are contractually bound to maintain its confidentiality);
- (f) may engage any sub-processor(s) provided that the Licensor shall ensure there are adequate contractual or other assurances in place to enable each party to comply with the requirements of the Applicable Data Protection Legislation (and such measures shall where applicable be specified in the Subscription) in respect to any transfers of personal data. On request the Licensor can provide to the Buyer a list of sub-processors engaged in the Services;
- (g) shall notify the Buyer without undue delay of any breach of the provisions of this clause 15 and provide assistance to the Buyer in respect of any such breach;
- (h) shall provide timely cooperation and assistance to the Buyer in ensuring compliance with:
 - (i) the Buyer's obligations to respond to any complaint or request from any applicable data protection authority or data subjects seeking to exercise their rights under any Applicable Data Protection Legislation, including by promptly notifying the Buyer of each subject access request the Licensor receives;
 - (ii) the Buyer's obligations set out under Articles 32 – 36 of the GDPR to:
 - a) ensure the security of the processing;
 - b) notify the relevant supervisory authority and any data subjects, where relevant, of any personal data breach;
 - c) carry out any data protection impact assessments ("**DPIA**") on the impact of the processing on the protection of personal data; and
 - d) consult the DP Regulator prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by the Buyer to mitigate the risk; and
- (i) shall make available to the Buyer all information reasonably required by the Buyer to demonstrate the Licensor's compliance with its obligations set out in this clause 15 and allow and participate in any data protection audits and inspections conducted by the Buyer or another auditor mandated by the Buyer.

17. Publicity

- 17.1 The Buyer shall use commercially reasonable efforts to promote and market the Software and Services provided by the Licensor within their network. The Buyer shall at all times identify the Licensor as providing the Software and Services, which include but are not limited to intelligence-drive authentication, behavioural biometrics technology, device, location and telecommunications recognition. The Buyer also grants the Licensor the right to disclose that the Licensor is a vendor of Buyer including the right to display the Buyer's logo and general details of the Services provided to the Buyer on the Licensor's website and in any promotional, marketing, sales, or advertising programs.
- 17.2 A party shall not acquire any proprietary right, licence or interest in any of the items of the other party referred to in clause 17.1.
- 17.3 Within a reasonable period after the Effective Date, the parties shall use their reasonable endeavours to agree the content and timing of a joint press release.

18. Security

- 18.1 Each party shall comply with their respective obligations under the Security Policy. For the avoidance of doubt, the Licensor shall comply with its obligations under the Security Policy in respect of its handling and processing of Buyer Data.

19. General provisions

- 19.1 Sub-contracting. The Licensor may appoint sub-contractors for the provision or performance of any or all of its obligations under this agreement. The Licensor shall remain liable for such obligations and responsibilities under this agreement.
- 19.2 Relationship of the parties. Nothing in this agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Buyer and the Licensor and neither party shall have any authority to act on behalf of the other nor to bind the other in any way, except as expressly permitted by the provisions of this agreement.
- 19.3 Severability. If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of any such severance, the parties shall negotiate in good faith with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.
- 19.4 Variations. No variation or alteration of this agreement shall be effective unless in writing and signed by an authorised representative of each of the parties.
- 19.5 Force Majeure. No party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to an Event of Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Event of Force Majeure. An Event of Force Majeure affecting the Buyer shall not relieve the Buyer of its obligation to pay the Charges. If any Event of Force Majeure affecting the Licensor subsists for a period of six (6) months or more, the Buyer

may terminate this agreement on written notice with immediate effect without any cost or liability whatsoever.

- 19.6 Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.7 Suspension. Licensor may suspend use of the Product without terminating this Agreement during any period of breach by the Buyer or Microsoft. The Licensor will give Buyer reasonable notice before suspending the Product. Suspension will only be to the extent reasonably necessary.
- 19.8 Entire agreement. This agreement constitutes the entire understanding between the parties relating to the subject matter of this agreement and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings (whether in either case oral or written) with respect hereto, except in respect of any fraudulent misrepresentation made by a party.
- 19.9 Except in respect of any fraudulent misrepresentation made by a party, the parties acknowledge that they have not relied on any representations, writings, negotiations or understandings, whether express or implied, (other than as set out in this agreement) in entering into this agreement.

20. Prevention of Corruption

20.1 Each party shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- (b) have and maintain in place throughout the Term its own policies and procedures, to ensure compliance with the Relevant Requirements, and enforce them as they deem appropriate;
- (c) promptly report to the other party any request or demand received by a party in connection with the performance of this agreement and/ or any Subscription to offer, promise or give any undue financial or other advantage of any kind; and
- (d) promptly notify the other party if it or any person engaged by it is prosecuted, charged or convicted of any offence under the Relevant Requirements or any violation (suspected or actual) of any policies or procedures under this clause.

20.2 Each party represents and warrants that:

- (a) it nor its officers or employees have been convicted of any offence under the Relevant Requirements; and
- (b) as at the date of this agreement, no charges relating to bribery or corruption have been brought against it or any person engaged by it.

21. Notices

21.1 Any notice under this agreement shall be given or made by post in a first class prepaid letter, courier or by hand, addressed to the other party at its registered address (or such other address as it may have notified from time to time) and, if that letter is not returned as being undelivered, that notice shall be deemed to have been given or made:

- (a) for a letter, at 9.00 a.m. on the third Working Day after the date of posting; or
- (b) upon delivery if served by hand or by courier.

22. Governing law and jurisdiction

22.1 This agreement shall be governed by and construed in accordance with English law.

22.2 The parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any dispute or disagreement arising out of or in connection with this agreement.