



## **CSignum Ltd Services Agreement with you “the Customer”**

The Agreement is between **CSIGNUM LTD**, a limited liability company incorporated in Scotland (No. SC666714) whose Registered Office is at Unit 9b Pyramids Business Park, Bathgate, West Lothian, Scotland EH48 2EH (“**CSignum**”) and you, (“**the Customer**”).

If the Customer wishes to be bound by these Terms and Conditions (“**Terms and Conditions**”), the Customer must accept the Quotation. If the Customer does not agree to be bound by these Terms and Conditions, the Customer cannot order or use any Hardware, Subscription Services or any Professional Services. The Customer must be at least 18 years old to order Subscription Services. The person entering into the Agreement on behalf of the Customer warrants that he/she has the authority of the Customer to enter into the Agreement on the Customer’s behalf.

CSignum’s issue of a Quotation to the Customer constitutes a contractual offer and the Customer’s signing/acceptance of the Agreement and acceptance/signing of a Quotation will conclude the contract between CSignum and the Customer relating to the Subscription Services and Professional Services listed in the Quotation. For the avoidance of doubt, if the Customer issues a Purchase Order to CSignum in response to a Quotation, this will be deemed an acceptance of the Quotation. All Quotations will be deemed to be subject to and include these Terms and Conditions.

The contract (the “**Agreement**”) between the Customer and CSignum will comprise:

1. the Quotation(s);
2. the Terms and Conditions;
3. the Documentation;
4. the Privacy Policy; and
5. the SLA;
6. any Purchase Order issued by the Customer.

If there is any conflict between the terms of a Quotation and these Terms and Conditions, then the terms of the Quotation will prevail.

The elements of the Contract will have precedence as follows:

1. Quotation(s) (in reverse chronological order);
2. the Terms and Conditions;
3. the Documentation;
4. the Privacy Policy;
4. the SLA;
5. any Purchase Order issued by the Customer.

## **PART ONE – SUBSCRIPTION SERVICES.**

### **1. Grant of Licence.**

CSignum grants to the Customer a non-exclusive, royalty based (i.e. the fees specified in the Quotation), non-sublicensable, term licence to Use the Subscription Services for the Customer’s internal business purposes for the Subscription Term, subject to the following conditions:

- 1.1 The Software element of the Subscription Services is located on the Platform. CSignum has full administrative access rights to the Platform. Users may access the Subscription Services but have no right to administer the Platform or receive a copy of the object code or source code to the Software.

- 1.2 Users must have a reasonable speed Internet connection, and Local Equipment that is compatible with the Subscription Services, as set out in the Documentation. None of these things are CSignum's responsibility.
- 1.3 CSignum may periodically Upgrade and Update the Services, in order to provide Users with a greater, evolving user experience. Some of these changes shall occur automatically, while others may require the Customer to schedule and implement the changes. The changes may also mean that Users need to upgrade their Local Equipment in order to make efficient use of the Services. CSignum shall provide the Customer with reasonable notification in advance in this case.
- 1.4 CSignum recognises that the Customer may have legitimate business reasons for not upgrading to a new version of the Hardware or the Software Services as soon as a new version becomes available. However, CSignum will not support old versions indefinitely. When an old version used by the Customer is at end-of-life or at CSignum's discretion, CSignum may no longer support that version and Upgrade you to a new version.
- 1.5 CSignum has all required distribution rights to the Intellectual Property in the Hardware, the Software and the Documentation.
- 1.6 Neither party shall be under any liability to the other in respect of anything which may constitute breach of the Agreement arising by reason of Force Majeure.

## **2. Conditions of Use.**

The Subscription Services provided to the Customer are non-exclusive, non-transferable and are for the Customer's internal business use only. The Customer's right to use the Subscription Services is subject to the following conditions:-

The Customer shall not:

- 2.1 subject to Clause 22.4 of these Terms and Conditions, transfer to any other person any of its rights to use the Subscription Services;
- 2.2 sell, license, rent or lease the Subscription Services except as provided for in the Agreement;
- 2.3 make the Subscription Services available to anyone who is not a User;
- 2.4 create any derivative works based upon the Subscription Services or Documentation;
- 2.5 copy any feature, design or graphic in, or reverse engineer the Hardware or the Software (including without prejudice to the foregoing generality the graphical user interface and/or menu command hierarchy);
- 2.6 access the Subscription Services (i) in order to build a competitive solution or to assist someone else to build a competitive solution; or (ii) if the User is an employee or contractor of a CSignum competitor;
- 2.7 use the Subscription Services in a way that violates any criminal or civil law;
- 2.8 load test the Subscription Services in order to test scalability; or,
- 2.9 exceed any usage limits listed on the applicable Quotation or detailed in the Documentation.

## **3. User Content/Security**

- 3.1 Users provide all (if any) data for use in the Subscription Services, and CSignum is not obliged to modify or add to User Content except as specified in Clause 4 or in terms of a Quotation. The Customer is solely responsible for User Content and the accuracy of User Content other than as specified in a Quotation.
- 3.2 User Content belongs to Users or their licensors, and CSignum makes no claim to any right of ownership in User Content except as specifically provided herein.
- 3.3 CSignum shall keep User Content confidential in accordance with Clause 18 of these Terms and Conditions.
- 3.4 Subject to the terms of Clauses 4 and 23, CSignum shall only be entitled to use User Content strictly as necessary to carry out its obligations under the Agreement, and for no other purpose. However, CSignum:
  - 3.4.1 may observe and report back to the Customer on the Customer's and Users usage of the Subscription Services, and make recommendations for improved usage of the Subscription Services;
  - 3.4.2 may identify trends, patterns and statistics and publish reports for use by third parties on its findings from data aggregated from the User Site(s) provided such reports do not identify the Users and otherwise anonymise the data and comply with the principles of terms of Clause 18 (Confidentiality); and,
  - 3.4.3 shall use reasonable endeavours to ensure that the data centre containing the User Content complies with ISO 27001.
- 3.5 CSignum shall, in providing the Subscription Services, comply with the Privacy Legislation and in accordance with its Privacy Policy and Clause 23 of the Terms and Conditions. For the purposes of the Privacy Legislation (where applicable) CSignum will be a Data Processor and the Customer will be the Data Controller of User Content. This Clause is in addition to, and does not relieve, remove or replace, CSignum's obligations or rights under the Privacy Legislation.

- 3.6 Sharing of login/account details is not permitted unless expressly authorised in writing by CSignum. Users must keep login/account details confidential, and Users should not reveal their username or password to any unauthorised third parties. CSignum accepts no liability for any losses or damages incurred as a result of account details being shared in breach of the terms of the Agreement. It is recommended that Users do not save login/account details in their internet browser.
- 3.7 Passwords must be robust and difficult to break.
- 3.8 Industry Best Practice security recommendations should be implemented at all times, such as (a) maintaining a recognised Cyber Essentials Certification IT systems such as <https://www.cyberessentials.ncsc.gov.uk>; (b) Always implementing strong, robust, difficult to break passwords, that are changed on a regular basis; (c) that Users do not save login/account details in their internet browser; and (d) implementing two factor authentication at each endpoint.
- 3.9 Whereas as part of the Subscription Services, CSignum may host email accounts or other online communications infrastructure or subscription accounts (including the CSignum subscription itself) for Users, CSignum accepts no responsibility and shall not be liable for third parties accessing such email, online communications accounts or subscription accounts by way of breaking or hacking passwords. It is the responsibility of Users to ensure that all email, online communications accounts and subscription accounts are properly protected with robust passwords. The terms of Clause 4 apply to the use of any such email, online communications accounts and subscription accounts.

#### **4. Acceptable Usage Policy**

- 4.1 Without prejudice to the generality of Clause 2.7, when using the Subscription Services; Users should do so in accordance with the following rules:
  - 4.1.1 Users must not use obscene or vulgar language; [user names]
  - 4.1.2 User Sites may not contain any material that is unlawful or otherwise objectionable (including that which may be in breach of rules, regulations or legislation in force in the United Kingdom or any other jurisdiction in which the Customer's User Site can be lawfully accessed. This does not extend to material which may be automatically blocked in certain jurisdictions but that is lawful in the Customer's home country);
  - 4.1.3 User Sites may not infringe the Intellectual Property rights of any third party including, but not limited to, copyright, trademarks, patents and designs;
  - 4.1.4 User Sites may not contain any material that may contain viruses or other software or instructions that may damage or disrupt other software, computer hardware or communications networks; and
  - 4.1.5 User Sites may not be used for unauthorised mass-communications such as "spam" or "junk mail".
- 4.2 CSignum does not screen or pre-approve any User Site or User Content (although Users acknowledge that CSignum may do so if it wishes).
- 4.3 CSignum may edit a User Site to comply with the provisions of sub-Clause 4.1 without prior consultation. In cases of severe breaches of the provisions of sub-Clause 4.1, a User Site may be taken down and the relevant account may be suspended or terminated. The Customer will not be informed in writing of the reasons for such alterations or take downs.
- 4.4 CSignum accepts no responsibility or liability for any infringement of third-party rights by User Sites.
- 4.5 CSignum will not be liable in any way or under any circumstances for any loss or damage that any User may incur as a result of such User Sites, or CSignum exercising its rights under the Agreement, nor for any errors or omissions in User Sites. Use of and reliance upon User Sites is entirely at the Customer's own risk.
- 4.6 The Customer acknowledges that CSignum may retain copies of any and all communications, information, User Content and User Sites sent to CSignum.
- 4.7 Users must comply with the terms of the Privacy Legislation at all times.
- 4.8 Users who are the Customer's employees and consultants and other third parties must enter into the EULA.

#### **5. Intellectual Property**

- 5.1 Subject to the exceptions in Clause 6 of the Agreement, all Content, that is not User Content, and the Database and the Software and the Hardware and the Documentation are the property of CSignum, or CSignum's Affiliates or licensors. By continuing to use the Subscription Services the Customer acknowledges that such material is protected by applicable United Kingdom and international Intellectual Property and other laws.
- 5.2 The Customer may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Subscription Services for internal business/non-commercial purposes only unless otherwise given CSignum's express written permission to do so. Specifically, the Customer agrees that it will not systematically copy

Content from the Subscription Services with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given CSignum's express written permission to do so.

- 5.3 In the event that new inventions, designs or processes evolve in performance of or as a result of the Agreement, the Customer acknowledges that the same shall be the property of CSignum unless otherwise agreed in writing by CSignum. And the Customer hereby assigns all right and title it may have to any such new inventions, designs or processes.
- 5.4 Any trade mark, trade name or logo such as "Powered by CSignum" appearing on or in the Software or the Hardware is the property of CSignum and must not be copied, obscured or removed from the Software or the Hardware.

## **6. User Site Intellectual Property**

- 6.1 The Intellectual Property rights subsisting in the User Content of User Sites belong to the User to which that/those User Site(s) belong(s) unless it is expressly stated otherwise in the Agreement.
- 6.2 Where expressly indicated, certain Content available through User Sites and the Intellectual Property rights subsisting therein belongs to third parties.
- 6.3 The third party Content described in this Clause 6, unless expressly stated to be so, is not covered by any permission granted by Clause 5 of these Terms and Conditions to use Content.
- 6.4 For the avoidance of doubt, the Database (excluding the User Content therein) shall not be considered User Content.

## **7. Third Party Intellectual Property**

- 7.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, copyright and trademarks, in Content belong to the manufacturers or distributors of such Content as may be applicable.
- 7.2 Subject to Clause 5 the Customer may not reproduce, copy, distribute, store or in any other fashion re-use Content unless otherwise indicated on the Subscription Services or the Documentation or unless given express written permission to do so by the relevant manufacturer or supplier.

## **8. Subscription Services Warranties**

- 8.1 CSignum warrants that: (i) the Subscription Services will function substantially as described in the Documentation; and (ii) CSignum owns or otherwise has the right to provide the Subscription Services to the Customer under the Agreement. The remedies set out in this Clause 8 are the Customer's exclusive remedies for breach of either warranty.
- 8.2 Subject to any specific Hardware warranty provisions contained in the Agreement, if the Subscription Services do not function substantially in accordance with the Documentation, CSignum shall, at its option, either (i) modify the Subscription Services to conform to the Documentation; or (ii) provide a workaround solution that will reasonably meet the Customer's requirements. If neither of these options are commercially feasible, either party may terminate the relevant Quotation under the Agreement, in which case CSignum shall refund to the Customer all fees pre-paid to CSignum under the relevant Quotation for unused Subscription Services.
- 8.3 If the normal operation, possession or use of the Subscription Services by the Customer is found to infringe any third party Intellectual Property right or CSignum believes that this is likely, CSignum shall, at its option, either (i) obtain a license from such third party for the benefit of the Customer; (ii) modify the Subscription Services so that they no longer infringe; or (iii) if neither of these options are commercially feasible, terminate the relevant Quotation under the Agreement, in which case CSignum shall refund to the Customer all fees pre-paid to CSignum under the relevant Quotation for unused Subscription Services.
- 8.4 However, CSignum has no warranty obligations for:
  - 8.4.1 the extent that Hardware or the Software has been modified by the Customer or any third party, unless the modification has been approved in writing by CSignum; or,
  - 8.4.2 problems in the Subscription Services caused by any Third-Party Software or hardware which are not part of the Subscription Services.
- 8.5 Except as expressly provided in this Agreement, the Software and Professional Services are provided with no other warranties of any kind, and CSignum disclaims all other warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. CSignum does not warrant that the use of the Subscription Services shall be uninterrupted or error-free.

## **PART TWO – PROFESSIONAL SERVICES.**

### **9. Professional Services Warranties.**

- 9.1 CSignum warrants that (i) the Professional Services shall substantially conform to the applicable Quotation; and (ii) the Professional Services shall be performed with reasonable skill, care and diligence. The remedies set out in this Clause 9 are the Customer's exclusive remedies for breach of either warranty. If the Professional Services do not conform to the Quotation or are not performed with reasonable skill, care and diligence, CSignum shall re-perform the Professional Services to the extent necessary to correct the defective performance.
- 9.2 CSignum shall comply with the terms of the SLA (or as amended in a Quotation) at all times. The terms of Clause 9.1 shall apply to the SLA.

### **10. The Customer's Responsibilities.**

- 10.1 The Customer shall provide CSignum with all information, access, and full good faith cooperation reasonably necessary to enable CSignum to deliver the Professional Services and shall do anything that is identified in the Quotation as the Customer's responsibility. If the Customer fails to do this, CSignum shall be relieved of its obligations to the extent that the obligations are dependent upon the Customer's performance.
- 10.2 The Customer warrants that it has obtained all necessary consents and permissions from all Users to have the Subscription Services and Hardware used as part of any test or activity undertaken by the User required of the User by the Customer. The Customer shall indemnify and hold harmless CSignum, its Affiliates, directors, and employees from any damages finally awarded against CSignum (including, without limitation, reasonable costs and legal fees incurred by CSignum) arising out of any breach of the foregoing warranty.

## **PART THREE – HARDWARE.**

### **11. Hardware**

- 11.1 CSignum will package and load the Hardware and ship the Hardware in the manner and by the route and carrier specified in the Quotation. A packing list in English will be enclosed in all shipments showing the Customer's Purchase Order number and the quantity and description of Hardware shipped. Bills of Lading showing routing, car or truck number, other customary data and the Customer's Purchase Order number shall be dated and be included at the time of each shipment.
- 11.2 All Shipping Dates are estimates only, as per the Quotation. Title and risk of loss shall be Incoterms Ex Works.
- 11.3 The Customer shall provide any offshore transportation required in connection to the provision of the Services, including but not limited to transportation of people and equipment to and from the offshore installation or worksite.
- 11.4 CSignum shall, upon reasonable request by the Customer, provide the Customer with written reports on the status of CSignum's Services under the Agreement.
- 11.5 CSignum may impose upon the Customer reasonable charges for storage for any Work completed by CSignum and not shipped when ready to ship due to the Customer's request, including CSignum's reasonable costs of de-mobilisation, delay, and re-mobilisation. Should Services be delayed by any of the afore-mentioned causes for a period exceeding ninety (90) days, CSignum shall be entitled to terminate the Agreement. CSignum's change Quotations must be processed in not more than thirty (30) calendar days or as otherwise indicated on the Change Order.
- 11.6 Inspection and Testing during Manufacturing. The Customer or the Customer's representatives shall have the right, upon reasonable notice to CSignum (usually thirty (30) days in advance of test) to inspect and witness CSignum's testing of all Hardware at CSignum's site of manufacture. The Customer shall immediately notify CSignum of any deficiencies identified by the Customer, and CSignum shall have a reasonable time within which to rectify such deficiency. The Customer's waiver of inspection constitutes the Customer's acceptance of CSignum's test results verifying that the Hardware conforms to the Documentation and Quotation.
- 11.7 CSignum warrants that for a period of 12 months from delivery the Hardware shall perform substantially in accordance with published specification, current at the time of delivery. Defective Hardware will be replaced during this warranty period. Extended warranty can be negotiated which will bear a monthly fee.
- 11.8 CSignum does not warrant that the functions of the Hardware will meet any particular requirements or that their operation will be entirely error-free or that all program defects are capable of correction or

improvement. All other warranties including any implied warranties of merchantability, satisfactory quality or fitness for purpose or ability to achieve a particular result are excluded.

- 11.9 CSignum itself does not warrant third-party products. Where CSignum supplies third-party hardware, CSignum will pass on to Customer the benefit of any third-party warranty which will usually be supplied by a third-party manufacturer as specified in the documentation provided with the third-party products.
- 11.10 CSignum expressly warrants and guarantees to the Customer for the Warranty Period specified herein that all Hardware sold by CSignum hereunder (a) will be of good quality and workmanship and free, in all material respects, from defects in materials and workmanship under normal operating conditions and proper application in accordance with specifications for operations as described in the Quotation and Documents, (b) will be manufactured utilising new materials, unless otherwise specified or agreed by the Customer, and (c) will be free of all liens and encumbrances and claims of title of third parties. Third-party supplied equipment or hardware/software is warranted only to the extent of the stated warranty by the original manufacturer. CSignum does not warrant the compatibility of its Hardware with the goods of other manufacturers or the Customer's software except to the extent expressly represented in CSignum's published specifications or CSignum's Quotation.
- 11.11 During the Warranty Period, the Customer's sole and exclusive remedy shall be limited to the repair or replacement or reperformance of warranted Hardware, location to be at CSignum's option. In the event CSignum elects to repair, replace such Hardware, the Customer will, at its cost, provide CSignum with any required offshore transportation and logistics for personnel, and equipment as well as unobstructed access to the Hardware, adequate space in the immediate vicinity of the Hardware, and such facilities and systems, including, without limitation, forklifts, cranes and other equipment, as well as utility connects and disconnects, as may be necessary to facilitate performance by CSignum of its obligations under the warranty. At CSignum's option, any such non-conforming Hardware may be returned by the Customer, at the Customer's expense, to CSignum's factory or authorised factory service centre, or repaired in place at the Customer's facility. CSignum shall not be responsible for any charges for labour and/or parts incidental to the removal and re-installation/ remounting of Hardware repaired or replaced under this warranty.
- 11.12 CSignum's "Warranty Period" is (a) 365 days after shipment to the Customer where the Customer is the end-user of the Hardware. The Warranty Period shall not be extended or otherwise modified as a result of the repair or replacement of any non-conforming Hardware or its components. The Customer-supplied and/or the Customer-specified (or the Customer's customer-supplied and/or the Customer's customer-specified) items on systems, assemblies or power units are warranted per original manufacturer's warranty policy only. CSignum's Warranty period for Services is for a period of thirty (30) days after the date the Services are performed.
- 11.13 No Hardware shall be returned without prior authorisation from CSignum. The Customer shall prepay all removal and transportation charges for the return of such Hardware to CSignum's factory or authorised factory service centre. CSignum will not accept any charges for labour and/or parts incidental to the removal and remounting of Hardware repaired or replaced under this warranty. All repair and replacement parts provided under this warranty will assume the identity, for warranty purposes, of the part replaced and the warranty on such replacement parts will expire in accordance with the warranty period above. Warranty coverage on replacement parts shall be for the cost of the part only and labour is excluded. Warranty Period Claims must be submitted within 30 days of failure or be subject to rejection. CSignum's warranties are not transferable/assignable by the first Customer of the Hardware, or end user as the case may be. All warranty claims must be received by CSignum within the warranty period, and CSignum must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.
- 11.14 The foregoing warranty does not cover any Software and the conditions over which CSignum has no control, including, without limitation:
- 11.14.1 items subject to normal wear and tear and expendable items;
  - 11.14.2 incorrect power supply or Hardware damaged or subjected to voltage, humidity, or temperature outside of specified operating conditions and range;
  - 11.14.3 accident, abuse or misuse after shipment from CSignum's factory;
  - 11.14.4 incorrect installation or operation of equipment by the Customer;
  - 11.14.5 products altered, disassembled or repaired by anyone other than CSignum's personnel, CSignum authorised factory service centre personnel or persons so designated in writing by CSignum's Service Department prior to commencement of such alteration, disassembly or repair;
  - 11.14.6 where Customer or its customer has tampered with the Hardware in any way beyond any scope approved in writing by the Supplier or as stated in the Documentation;

- 11.14.7 to the extent that Hardware have been modified by Customer or its customer or any third party, unless the modification has been approved in writing by the Supplier; or,
- 11.14.8 where problems in the Hardware are caused by any third-party software or hardware, by accidental damage or by other matters beyond the Supplier's reasonable control.
- 11.14.9 (Types of failures which are not attributable to defects in materials and/or workmanship and which are not part of CSignum's warranty include, but are not limited to the following conditions caused by anyone other than CSignum:
  - 11.14.9.1 damages due to deterioration during periods of storage by the Customer prior to installation and operation;
  - 11.14.9.2 damage attributable to accident, abuse, or neglect;
  - 11.14.9.3 operating beyond the recommended conditions specified in CSignum's operating and maintenance manuals.
  - 11.14.9.4 repairs by unauthorized service personnel;
  - 11.14.9.5 misalignment, mis-wiring, high vibration; or
  - 11.14.9.6 use of unauthorised hardware, software or other equipment.
- 11.15 CSignum shall not be liable for any clean-up costs and damages caused in whole or in part by any pollution emanating from any Work performed by CSignum including any products, tools or equipment owned by or in the possession and control of CSignum arising out of or in any way related to any Work or services performed by CSignum under the Agreement ,regardless of the negligence, fault or strict liability of CSignum, the Customer or any other party.

## **12. Hardware Leasing**

- 12.1 If the Quotation specifies, CSignum shall deliver the Hardware to the Customer's Premises on the first day of the Subscription Term. It is the responsibility of the Customer to ensure that access and space is available at the Customer's Premises sufficient to allow CSignum to deliver and unload the Hardware, and to ensure that a duly authorised representative of the Customer is present at the delivery of the Hardware.
- 12.2 Depending on the terms of the relevant Quotation, CSignum shall use all reasonable endeavours to either make the Hardware available for collection or deliver the Hardware by the first day of the Subscription Term.
- 12.3 Depending on the terms of the relevant Quotation, acceptance of the Hardware by the Customer's representative upon its delivery or collection shall be conclusive evidence that the Customer has examined the Hardware and has found it to be in good condition, complete and fit in every way for the purpose for which it intends to use it (except for any latent defects not reasonably apparent on inspection).
- 12.4 Depending on the terms of the relevant Quotation, the Customer shall either be responsible for the immediate return of the Hardware to CSignum's Premises upon the termination or expiry of the Subscription Term or CSignum shall collect the Hardware from the Customer's Premises on the last day of the Subscription Term or, where this Agreement is terminated early in accordance with the terms of the Agreement, at such time as is mutually agreed by the parties. It is the responsibility of the Customer to ensure that access and space is available at the Customer's Premises sufficient to allow CSignum to collect and load the Hardware, to ensure that the Hardware is ready to be collected at that time, and to ensure that a duly authorised representative of the Customer is present at the Customer's Premises to allow CSignum to effect collection of the Hardware.
- 12.5 In the event that the Hardware or any part thereof is not returned to CSignum in accordance with the Agreement on its expiry or termination, the Customer shall pay to CSignum in addition to the Fees such amount as is proportionate to the Fees payable under the relevant Quotation, such additional amount to be calculated on a daily basis inclusive of any part day on which the Hardware is returned (the "Extended Fee").
- 12.6 All Fees and Extended Fee amounts are stated exclusive of VAT. VAT shall be payable in addition to those Fees if and as applicable at the current rate from time to time. All such VAT on Fees shall be payable at the same time as the said Fees.
- 12.7 The Deposit shall be security against default by the Customer of payment of any Fees or any loss of or damage caused to the Hardware. The Customer shall pay the Deposit to CSignum on the date of the acceptance of the relevant Quotation. If the Customer does not make payment of any Fees due and payable in accordance with this Clause 12 or causes any loss or damage to the Hardware (in whole or in part), CSignum shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to CSignum any sums deducted from the Deposit within ten Working Days of CSignum's demand for those sums. The Deposit (or balance of the Deposit) shall be refundable within ten Working Days of the end of the Subscription Term.

- 12.8 The Hardware shall at all times remain the property of CSignum and the Customer shall have no right, title, or interest in or to the Hardware except as stated in the Agreement.
- 12.9 Risk of loss, theft, damage or destruction of the Hardware shall pass to the Customer upon it leaving the physical possession or control of CSignum and shall not revert back to CSignum until the Hardware is back in CSignum's possession or control, notwithstanding the expiry of the agreed Subscription Term.
- 12.10 The Customer shall give immediate written notice to CSignum in the event of any loss, accident or damage to the Hardware arising out of or in connection with the Customer's possession or use of the Hardware.
- 12.11 The Customer shall be responsible for arranging insurance cover of the Hardware on a full replacement basis against all usual risks of loss, theft, damage or destruction by fire, theft or accident, and such other risks as CSignum may from time to time nominate in writing. The proceeds of any claim in respect of such insurance shall be held by the Customer on trust for CSignum.
- 12.12 The Customer agrees, during the term of this Agreement and thereafter until the Hardware is returned to CSignum, that it shall:
- 12.12.1 keep the Hardware in its possession and control on the Customer's Premises or the location or locations specified in the relevant Quotation or Quotations, not move or attempt to move any part of the Hardware to any other location without CSignum's prior written consent, and ensure that it is secure against loss, damage and theft;
  - 12.12.2 operate the Hardware in a proper, safe and prudent manner in accordance with the Documentation and for the purpose for which it was designed;
  - 12.12.3 ensure that the Hardware is operated with all due care and attention and is used by properly skilled and trained personnel in accordance with CSignum's relevant instructions;
  - 12.12.4 ensure, so far as is reasonably practicable, that the Hardware is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
  - 12.12.5 keep the Hardware in good working order, fair wear and tear excepted, and make good any damage to the Hardware;
  - 12.12.6 make no alteration to the Hardware and not remove any existing component (or components) from the Hardware without the prior written consent of CSignum;
  - 12.12.7 be responsible for the cost of any Consumable used in the operation of the Hardware, ensure that any Consumable is compatible with the Hardware and that it is approved by CSignum or is in accordance with the Documentation;
  - 12.12.8 not hold itself out as owner of the Hardware, nor charge, encumber, sell, let, lease, hire or otherwise dispose of, part with, or abandon the Hardware, nor permit or suffer the creation of any lien or distress over the Hardware;
  - 12.12.9 ensure that any identification marks, labels or signs on or fixed to the Hardware are not removed, defaced, amended, obscured or otherwise subjected to interference, including those which identify the Hardware as belonging to CSignum or its licensors;
  - 12.12.10 permit CSignum, its employees and agents access to the Hardware and the Customer's Premises or the locations on which it is held for the purpose of inspecting, repairing, servicing and replacing the Hardware as specified in the relevant Quotation;
  - 12.12.11 not, without the previous written consent of CSignum, attach or affix the Hardware to any land or premises so as to cause it to become a permanent or immovable fixture on such land or premises;
  - 12.12.12 where the Hardware is attached or affixed to land or premises, ensure that the Hardware shall be capable of being removed without material injury to such land or building or the Hardware and shall take all necessary steps to prevent ownership of the Hardware from passing to the landlord of such land or building;
  - 12.12.13 repair and make good any damage caused by the affixation of the Hardware to or its removal from any land or building and to indemnify CSignum against all loss, damage or liability that either CSignum or the Customer may incur or sustain as result of such affixation or removal;
  - 12.12.14 ensure that at all times the Hardware is visibly identifiable as CSignum's property [by maintaining a sign to that effect attached to the Hardware];
  - 12.12.15 inform CSignum of any change in its address and inform CSignum, at CSignum's request, of the whereabouts of the Hardware;
  - 12.12.16 ensure that the Hardware is returned in the same condition that it was supplied in (fair wear and tear excepted); and
  - 12.12.17 ensure that use of the Hardware complies with any relevant government or local authority regulations, including any applicable licensing requirements.
- 12.13 In the event that the Hardware suffers a Breakdown, the Customer must immediately stop use of the Hardware and disconnect the Hardware from the power source (where appropriate).

- 12.14 The Customer must immediately inform CSignum of any Hardware Breakdown.
- 12.15 The Customer must not undertake or permit any repair work on the Hardware without the express written permission of CSignum.
- 12.16 Subject to any express agreement to the contrary, all repair work shall be carried out by CSignum or its employees or agents and shall be carried out at the earliest mutually convenient opportunity.
- 12.17 Where the Breakdown is caused by the negligence of the Customer or by the misuse of the Hardware, the cost of repair or replacement of the Hardware shall be borne by the Customer. The Fees shall continue to be payable by the Customer during any period of stoppage.
- 12.18 Where the Breakdown is caused by fair wear and tear or by a fault in the Hardware the cost of repair shall be borne by CSignum, and full allowance for the Fee in respect of the period of stoppage shall be made to the Customer, to be calculated from the day on which CSignum was notified of the Breakdown.

## **PART FOUR – GENERAL**

### **13. Term of Agreement.**

The Agreement starts on the date that both parties sign a Quotation for the relevant services and ends when CSignum no longer is obliged to provide the Customer with Subscription Services or Professional Services under any Quotation.

### **14. Payments.**

- 14.1 The Customer shall pay the fees listed in, and in accordance with, the relevant Quotation.
- 14.2 If the Customer initially purchases Subscription Services for a term, and subsequently orders additional Services, the purchase price for the additional Services shall be pro-rated so that the added subscriptions terminate on the same day as the initial Subscription Term (unless specified otherwise in the relevant Quotation).
- 14.3 The fees for the Initial Subscription Term (stated in the first Quotation) will be as specified in the first Quotation. CSignum reserves the right to change fees from time to time and any such changes may affect the Customer's recurring fees after the Initial Subscription Term. Increases in price will be reflected in the Customer's recurring fees for the Services.
- 14.4 The Fees in a Quotation shall be valid for thirty (30) days from the date of the Quotation or upon CSignum's prior notification of a price change to the Customer, whichever occurs first. The Fees do not include freight charges, customs dues or similar taxation. CSignum shall prepay transportation charges and the Customer shall reimburse CSignum for such charges within thirty (30) days of the Customer's receipt of CSignum's invoice. All transportation charges shall be stated separately from other charges in the Quotation.
- 14.5 The Fees quoted in a Quotation do not include any government, municipal, local or other taxes levied on the Services, or on the Agreement by any jurisdiction either inside or outside the United Kingdom. Such taxes, where CSignum is required by law to collect them, whether designated as VAT or sales tax, gross receipts tax, occupation tax, etc., will be billed to the Customer based on the law in effect at the time of delivery unless the Customer furnishes CSignum with a proper tax exemption certificate. The Customer shall reimburse CSignum for any government, or local property taxes respecting the Services, imposed, assessed, billed or becoming due and payable by CSignum on or after the date the Services or its component parts are located on the Customer's Premises or the premises of any subcontractor. .
- 14.6 If the Customer is required by law to deduct or withhold taxes from a payment to CSignum, then the Customer may make those deductions or withholdings (or both), provided that no tax agreement applies which exempts from or reduces any such deductions or withholdings. In the event that a tax agreement applies granting an exemption from or reduction of such deductions or withholdings, CSignum will provide the Customer with any statements, certificate or documentation that may be required for the purpose of applying the exemption or reduction granted pursuant to the provisions of the applicable tax agreement, and the Customer will refrain from making any deductions or withholdings, in accordance to the terms thereof.
- 14.7 Unless otherwise specified otherwise in a Quotation, payment for Hardware shall be due as follows:
  - 14.7.1 (i) Twenty Percent (20%) of Purchase Order - Net within 10 days of placement of Purchase Order and (ii) Eighty Percent (80%) prior to shipment of the Hardware to the Customer's facilities. Partial shipments will be invoiced as shipped. the Customer agrees that CSignum specifically retains a

security interest under applicable laws in all the Hardware and all proceeds thereof to secure payment of all amounts due from the Customer to CSignum.

- 14.8 Payment for rental Hardware and associated Services shall be paid 30 days in advance, based on a genuine pre-estimate of contract value to be agreed between the parties.
- 14.9 Any payment not made when due shall be subject to a charge of one and one-half percent (1.5%) finance charge per month or the highest allowed finance charge, whichever is less, on the unpaid balance and, if collected by or through a third party debt collector, the Customer shall also pay CSignum the lesser of fifteen percent (15%) thereof or the maximum amount allowed by law, as CSignum's reasonable solicitors and debt recovery fees, and shall also pay other costs of collection. If at any time the Customer does not make timely payments or CSignum determines that the financial condition of the Customer does not justify the terms of payment established, CSignum shall have the right to suspend the provision of Services and may, at CSignum's sole option, require full or partial payment in advance or shall have the right to cancel any Quotation and/or the Agreement and shall be reimbursed for CSignum's reasonable and proper cancellation charges.
- 14.10 Pro rata or milestone payments shall become immediately due and payable upon CSignum's completion of milestone criteria and/or delivery without set off and without further act or deed of CSignum. CSignum reserves the right to grant, deny or stop advancing credit at any time in its sole discretion. CSignum's credit policies are subject to change at any time without notice. the Customer hereby consents to CSignum giving or obtaining credit information to or from third parties.

## **15. Termination and Suspension.**

- 15.1 Either party may terminate rights granted to the other under a particular Quotation at any time after expiry of the Subscription Term and provided all outstanding fees have been paid to the party providing the services by providing 30 days' prior written notice to the other party.
- 15.2 Either party may terminate the Agreement, or any rights granted under a particular Quotation with immediate effect if:
- 15.2.1 the other party commits a material breach of any term of the Agreement or any Quotation which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
  - 15.2.2 the other party is unable to pay its debts and/or ceases to trade and/or suffers an Insolvency Event.
- 15.3 Sections 2.4, 2.5, 3.3, 4, 5, 6, 7, 8, 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24 and 25 shall continue after the Agreement ends.
- 15.4 If CSignum terminates a Quotation under the Agreement because of non-payment by the Customer, all unpaid fees for the remainder of the Subscription Term immediately fall due for payment.
- 15.5 Upon termination of the Agreement or any Quotation for any reason:
- 15.5.1 (except in the case of termination due to the Customer's material breach of the Agreement), the Customer will be given restricted access to the Subscription Services for a period of ten days in which to recover their User Content. CSignum can provide a User Content recovery service to the Customer, should they wish to use it. CSignum reserves the right to charge for this service; and
  - 15.5.2 each party shall immediately pay to the other all of that party's unpaid invoices and interest at the rate specified in the relevant Quotation, for any services for which no invoice has been raised and any work in progress. Each party shall invoice the other and the invoice shall be payable immediately on receipt.
- 15.6 Termination of the Agreement or any Quotation shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages (subject to the limitations contained herein) in respect of any breach of the Agreement or any Quotation that existed at or before the date of termination.
- 15.7 CSignum may retain User Content in backup media for an additional period of up to one year after the date of termination of the Agreement, or longer if required by law, provided it makes no further use of such User Content (except as provided for herein or as is required by law), keeps the User Content confidential in accordance with Clause 18, and supplies the Customer with a copy of the most recent back-up of the User Content within 30 days of the Customer's request (at the Customer's cost).

## 16. Warranty Disclaimer.

- 16.1 Except as expressly provided in the Agreement, the Subscription Services, Software and Professional Services are provided with no other warranties of any kind, and CSignum disclaims all other warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. CSignum does not warrant that the use of the Subscription Services shall be uninterrupted or error-free.
- 16.2 The Customer and Users use the Subscription Services at their own risk.

## 17. Limitation of Liability.

- 17.1 Neither party shall be liable under the Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort/delict, strict liability or any other theory), even if the other party has been informed of this possibility. The Customer assumes all responsibility for the selection of the Subscription Services, Software and Documentation necessary to achieve the Customer's intended results, and for the use and results of the Subscription Services or work product. Each party's total liability for any direct loss, cost, claim or damages of any kind related to the Agreement or the relevant Quotation shall not exceed the amount of the fees paid or payable by the relevant party under such relevant Quotation during the period of 12 months before the event giving rise to such loss, cost, claim or damages. However, there is no limitation on direct loss, claim or damages arising as a result of an infringement of either party's Intellectual Property rights by the other party, or a breach of Clause 18 or Clause 23 of the Terms and Conditions by the other party.
- 17.2 CSignum's liability under the Agreement (except where provided otherwise in the Agreement to a lesser extent) shall be limited to the amount of professional indemnity insurance underwritten in the name of CSignum which shall be £1,000,000.

## 18. Confidentiality

- 18.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement and any Quotation. A party's Confidential Information shall not be deemed to include information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "**Receiver**"), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.
- 18.2 Subject to Clauses 18.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party (other than to a consultant or a Sub-contractor for the purposes of the Agreement and which consultant or Sub-contractor shall have entered into undertakings of confidentiality in relation to the Confidential Information on terms no less onerous than those contained in this Clause 18), or use the other's Confidential Information for any purpose other than to carry out its obligations under the Agreement.
- 18.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.
- 18.4 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 a competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 18.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 18.5 No party shall make, or permit any person to make, any public announcement concerning the 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.
- 18.6 This Clause 18 shall survive termination of the Agreement or any Quotation, howsoever arising.

## **19. Indemnification by CSignum.**

- 19.1 CSignum shall indemnify and hold harmless the Customer its clients, its Affiliates, directors and employees from any damages finally awarded against the Customer (including, without limitation, reasonable costs and legal fees incurred by the Customer) arising out of any third party suit, claim or other legal action alleging that the use of the Subscription Services or Documentation by the Customer (other than User Content – see Clauses 4 and 20) infringes the Intellectual Property of any third party, (“**Legal Action**”).
- 19.2 However, CSignum shall have no indemnification obligations for any Legal Action arising out of: (i) a combination of the Subscription Services and/or Software with software or products not supplied, or approved in writing by CSignum; (ii) any repair, adjustment, modification or alteration to the Subscription Services by the Customer or any third party, unless approved in writing by CSignum; or (iii) any refusal by the Customer to install and use a non-infringing version of the Subscription Services offered by CSignum under Clause 8.3(ii). Clause 8.3(ii) and this Clause 19 states the entire liability of CSignum with respect to any Intellectual Property infringement by the Subscription Services or Software or Documentation.
- 19.3 The Customer shall give written notice to CSignum of any Legal Action no later than 30 days after first receiving notice of a Legal Action, and shall give copies to CSignum of all communications, notices and/or other actions relating to the Legal Action. The Customer shall give CSignum the sole control of the defence of any Legal Action, shall act in accordance with the reasonable instructions of CSignum and shall give CSignum such assistance as CSignum reasonably requests to defend or settle such claim. CSignum shall conduct its defence at all times in a manner that is not adverse to the Customer’s interests. The Customer may employ its own counsel to assist it with respect to any such claim. The Customer shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with CSignum or its counsel, or because CSignum fails to assume control of the defence. The Customer shall not settle or compromise any Legal Action without CSignum’s express written consent. CSignum shall be relieved of its indemnification obligation under Clause 19 if the Customer materially fails to comply with Clause 19.3.

## **20. Indemnification by the Customer**

- 20.1 The Customer shall indemnify and hold harmless CSignum, its Affiliates, directors, and employees from any damages finally awarded against CSignum (including, without limitation, reasonable costs and legal fees incurred by CSignum) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) in connection with the User Content, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the User Content (“**Legal Claim**”).
- 20.2 CSignum shall give written notice to the Customer of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim and shall give copies to the Customer of all communications, notices and/or other actions relating to the Legal Claim. CSignum shall give the Customer the sole control of the defence of any Legal Claim, shall act in accordance with the reasonable instructions of the Customer and shall give the Customer such assistance as the Customer reasonably requests to defend or settle such claim. The Customer shall conduct its defence at all times in a manner which is not adverse to CSignum’s interests. CSignum may employ its own counsel to assist it with respect to any such claim. CSignum shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with the Customer or its counsel, or because the Customer fails to assume control of the defence. CSignum shall not settle or compromise any Legal Claim without the Customer’s express written consent. The Customer shall be relieved of its indemnification obligation under Clause 20 if CSignum materially fails to comply with Clause 20.2.

## **21. Publicity.**

- 21.1 CSignum may list the Customer as a customer and use the Customer’s logo on CSignum’s website, on publicly available Customer lists, and in media releases with the Customer’s consent, such consent not to be unreasonably withheld.

## **22. Miscellaneous.**

- 22.1 The Agreement represents the entire express agreement of the parties, and supersedes any prior or current agreements or understandings, whether written or oral. If there is a conflict between the Agreement and a Quotation, the Quotation shall prevail.

- 22.2 The Agreement may not be changed or any part waived except by written agreement between the parties.
- 22.3 The Agreement shall be governed by the laws of Scotland. The parties consent to the exercise of exclusive jurisdiction of the Scottish courts.
- 22.4 Neither party shall assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of the other party.
- 22.5 The language of the Agreement shall be English.
- 22.6 The time zone of the Agreement shall be Greenwich Mean Time.

### **23. Data Processing.**

- 23.1 Both parties will comply with all applicable requirements of the Privacy Legislation. This Clause 23 is in addition to, and does not relieve, remove or replace a party's obligations or rights under the Privacy Legislation.
- 23.2 The provisions of the Agreement shall apply to the processing of the Personal Data carried out for the Customer by CSignum, and to all Personal Data held by CSignum in relation to all such processing whether such Personal Data is held at the date of the Agreement or received afterwards.
- 23.3 The Agreement shall continue in full force and effect for so long as CSignum is processing Personal Data on behalf of the Customer.
- 23.4 CSignum is only to process the Personal Data received from the Customer:
  - 23.4.1 for the purposes of the Agreement and not for any other purpose;
  - 23.4.2 to the extent and in such a manner as is necessary for those purposes; and
  - 23.4.3 strictly in accordance with the Agreement or otherwise with the express written authorisation and instructions of the Customer (which may be specific instructions or instructions of a general nature or as otherwise notified by the Customer to CSignum).
- 23.5 Schedule 1 sets out the scope, nature and purpose of processing by CSignum, the duration of processing and the types of Personal Data and categories of data subject.
- 23.6 All instructions given by the Customer to CSignum shall be made in writing and shall at all times be in compliance with the Privacy Legislation and other applicable laws. CSignum shall act only on such written instructions from the Customer unless CSignum is required by law to do otherwise (as per Article 29 of the UK GDPR).
- 23.7 CSignum shall promptly assist the Customer (where the Customer cannot do this itself via the Subscription Services) in complying with a legitimate data subject request to amend, transfer, delete, or otherwise dispose of Personal Data. Where permitted to do so by law, CSignum may charge a reasonable fee for providing such assistance.
- 23.8 Both Parties shall comply at all times with the Privacy Legislation and other applicable laws and shall not perform their obligations under the Agreement or any other agreement or arrangement between themselves in such way as to cause either party to breach any of its applicable obligations under the Privacy Legislation.
- 23.9 The Customer hereby warrants, represents, and undertakes that the Personal Data shall comply with the Privacy Legislation in all respects including, but not limited to, its collection, holding, and processing.
- 23.10 CSignum agrees to comply with any reasonable measures required by the Customer to ensure that its obligations under the Agreement are satisfactorily performed in accordance with any and all applicable legislation from time to time in force (including, but not limited to, the UK GDPR) and any best practice guidance issued by the ICO.
- 23.11 CSignum shall provide all reasonable assistance (at the Customer's cost) to the Customer in complying with its obligations under the Privacy Legislation with respect to the security of processing, the notification of Personal Data breaches, the conduct of data protection impact assessments, and in dealings with the ICO.
- 23.12 When processing the Personal Data on behalf of the Customer, CSignum shall:
  - 23.12.1 not process the Personal Data outside the European Economic Area (all EU member states, plus Iceland, Liechtenstein, and Norway) ("EEA") other than the United Kingdom (which shall be permitted) without the prior written consent of the Customer and, where the Customer consents to such a transfer to a country that is outside of the EEA, to comply with the obligations of Data Processors under the provisions applicable to transfers of Personal Data to third countries set out in Chapter 5 of the UK GDPR by providing an adequate level of protection to any Personal Data that is transferred and providing appropriate safeguards in relation to the transfer;
  - 23.12.2 not transfer any of the Personal Data to any third party without entering into a suitable agreement, as set out in Clause 23.21;

- 23.12.3 process the Personal Data only to the extent, and in such manner, as is necessary in order to comply with its obligations to the Customer or as may be required by law (in which case, CSignum shall inform the Customer of the legal requirement in question before processing the Personal Data for that purpose unless prohibited from doing so by law);
- 23.12.4 implement appropriate technical and organisational measures, and take all steps necessary to protect the Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure;
- 23.12.5 make available to the Customer any and all such information as is reasonably required and necessary to demonstrate CSignum's compliance with the Privacy Legislation; and
- 23.12.6 inform the Customer immediately if it is asked to do anything that infringes the UK GDPR or the Privacy Legislation.
- 23.13 CSignum shall, at the Customer's cost, assist the Customer in complying with its obligations under the Privacy Legislation. In particular, the following shall apply to data subject access requests, complaints, and data breaches.
- 23.14 CSignum shall notify the Customer without undue delay if it receives:
  - 23.14.1 a subject access request from a data subject; or
  - 23.14.2 any other complaint or request relating to the processing of the Personal Data.
- 23.15 CSignum shall, at the Customer's cost, cooperate fully with the Customer and assist as required in relation to any subject access request, complaint, or other request, including by:
  - 23.15.1 providing the Customer with full details of the complaint or request;
  - 23.15.2 providing the necessary information and assistance in order to comply with a subject access request;
  - 23.15.3 providing the Customer with any Personal Data it holds in relation to a data subject (within the timescales required by the Customer); and
  - 23.15.4 providing the Customer with any other information requested by the Customer.
- 23.16 CSignum shall notify the Customer immediately if it becomes aware of any form of Personal Data breach, including any unauthorised or unlawful processing, loss of, damage to, or destruction of any of the Personal Data.
- 23.17 The Customer shall be liable for, and shall indemnify (and keep indemnified) CSignum in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, CSignum and any Sub-Processor arising directly or in connection with:
  - 23.17.1 any non-compliance by the Customer with the Privacy Legislation or other applicable legislation;
  - 23.17.2 any Personal Data processing carried out by CSignum or Sub-Processor in accordance with instructions given by the Customer that infringe the Privacy Legislation or other applicable legislation; or
  - 23.17.3 any breach by the Customer of its obligations under the Agreement, except to the extent that CSignum or a Sub-Processor is liable under sub-Clause 23.18.
- 23.18 CSignum shall be liable for, and shall indemnify (and keep indemnified) the Customer in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Customer arising directly or in connection with CSignum's Personal Data processing activities that are subject to the Agreement:
  - 23.18.1 only to the extent that the same results from CSignum's or a Sub-Processor's breach of the Agreement; and
  - 23.18.2 not to the extent that the same is or are contributed to by any breach of the Agreement by the Customer.
- 23.19 The Customer shall not be entitled to claim back from CSignum or a Sub-Processor any sums paid in compensation by the Customer in respect of any damage to the extent that the Customer is liable to indemnify CSignum or Sub-Processor under sub-Clause 23.17.
- 23.20 Nothing in the Agreement (and in particular, this Clause 23) shall relieve either party of, or otherwise affect, the liability of either party to any data subject, or for any other breach of that party's direct obligations under the Privacy Legislation. Furthermore, CSignum hereby acknowledges that it shall remain subject to the authority of the ICO and shall co-operate fully therewith, as required, and that failure to comply with its obligations as a Data Processor under the UK GDPR may render it subject to the fines, penalties, and compensation requirements set out in the Privacy Legislation.
- 23.21 In the event that CSignum appoints a Sub-Processor, CSignum shall:

- 23.21.1 enter into a Sub-Processing Agreement with the Sub-Processor which shall impose upon the Sub-Processor the same or similar obligations as are imposed upon CSignum by the Agreement;
- 23.21.2 ensure that the Sub-Processor complies fully with its obligations under the Sub-Processing Agreement and the Privacy Legislation; and
- 23.21.3 remain fully liable to the Customer for performance of the Sub-Processor's obligations to the extent the Sub-Processor fails to fulfil their data protection obligations.

23.22 Except as provided otherwise herein, CSignum shall, at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by applicable law to store the Personal Data (and for these purposes the term "delete" shall mean to put such data beyond use).

23.23 CSignum shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 23 and immediately inform the Customer if, in the opinion of CSignum, its instruction infringes the DPA or UK GDPR or applicable laws.

## **24. Feedback and Modifications**

24.1 The Customer hereby acknowledges that upon submitting Feedback to CSignum, the Customer automatically grants to CSignum a worldwide, perpetual, irrevocable, royalty free licence to use that Feedback in any way CSignum deems appropriate including, but not limited to:

24.1.1 The use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of the Feedback; and

24.1.2 The creation, use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of any derivative works based upon the Feedback.

24.2 CSignum's use of the Feedback shall not bestow any rights or interests upon the Customer whatsoever.

24.3 The Customer hereby acknowledges that any modifications made to the Software or the Hardware or the Platform at the request or suggestion of the Customer will belong to and be the Intellectual Property of CSignum.

## **25. Change Orders.**

25.1 If the Customer wishes to amend the scope of a Quotation, the parties will use all reasonable endeavours to agree to a Change Order. Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, work programme or other matter. The Change Order will become effective upon the execution of the Change Order by both parties and will include a specified period of time (as agreed upon by the parties) within which CSignum will implement the changes and any increase in price.

25.2 Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party. CSignum reserves the right to postpone effecting material changes in the scope of Professional Services until such time as the parties agree to and execute the corresponding Change Order.

## **26. Bribery and Corruption**

The parties shall comply at all times with the provisions of the United Kingdom Anti-terrorism, Crime and Security Act 2001, and the United Kingdom Bribery Act 2010 and where applicable, the United States Foreign Corrupt Practices Act and all other relevant laws in the relevant jurisdiction relating to Bribery and Corruption.

## **27. Export Control**

27.1 The parties acknowledge that they are required to comply with all relevant export/import control regulations and requirements. Each party shall supply and/or export the equipment or goods or services to be supplied by it in terms of the Agreement in compliance with any UN Security Council Resolution and/or any other regulation, whether international, national or domestic, and whether enforceable or not. The parties or relevant party (as the case may be) shall apply for an export or supply licence. Any supply or export made under the Agreement will be subject to the granting of the appropriate supply or export licence. In the event that any required export authorisation is denied, CSignum will be relieved of any further obligation relative to the supply of the relevant Services subject to such denial without liability of any kind relative to the Customer or any other party. CSignum will not comply with boycott related requests except to the extent permitted by any applicable law and then only at CSignum's entire discretion of which it shall be sole judge.

27.2 The Customer further certifies that the Services:

26.2.1 are not intended to be used for any purpose prohibited by the Export Regulations, including, without limitation, terrorism, nuclear related activities or chemical/ biological weapons or missiles;

26.2.2 are not intended to be released, shipped or re-exported, either directly or indirectly, to any other

destination to which the United States or the UK and European Union on has embargoes, restrictions, prohibited exports and/or re-exports of Services to countries as designated in the Export Regulations, and

- 26.2.3 are not intended to be released, shipped or re- exported, either directly or indirectly, to any persons identified on any sanctioned parties lists published by a UK or US Government Agency, including but not limited to, the lists published by the U.S. Department of Commerce, Bureau of Industry and Security; US Department of Treasury, Office of Foreign Asset Control and US State Department.

## 28. Entire Agreement

The Agreement and each Quotation comprises the entire express Agreement between the Parties and supersedes all previous agreements between the Parties. The Agreement can only be altered or amended by either a Quotation or a Change Order.

## PART FIVE – DEFINITIONS.

### 29. Glossary.

- 29.1 **“Affiliate”** means an entity which controls, is controlled by, or is under common control with, a party, and control means the ability to vote 50% or more of the voting securities of any entity or otherwise having the ability to influence and direct the policies and direction of an entity;
- 29.2 **“Breakdown”** means any failure or stoppage in the proper mechanical functions of the Hardware;
- 29.3 **“Change Order”** means a written statement signed by the parties recording any (a) change in the details of an Quotation, or (b) change in the assumptions upon which the Quotation is based (including, but not limited to, changes in an agreed starting date for a Subscription or Professional Services or suspension of the services by the Customer or (c) any changes in the fees, costs and/or time lines;
- 29.4 **“Confidential Information”** means any information that is proprietary or confidential which either party directly or indirectly discloses, or makes available, to the other, including but not limited to, the existence and terms of the Agreement, all confidential or proprietary information relating to the business, affairs, operations, processes, product information, know-how, technical information, designs, trade secrets or software and/or Intellectual Property of the party disclosing such information;
- 29.5 **“Consumable”** means any battery, fuel, CO2 Cannister or other power source which is required for the proper functioning of the Hardware;
- 29.6 **“Content”** means any text, graphics, images, audio, video, software, data compilations including, but not limited to, text, graphics, logos, icons, sound clips, video clips, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of the Subscription Services or the Platform or the Hardware which for the avoidance of doubt shall include all Subsea Data; BUT excluding User Content;
- 29.7 **“Database”** means the database stored on the Platform which contains inter alia User Content;
- 29.8 **“Data Controller”, “Data Processor”, “Personal Data” “processing” and “data subject”** shall have the meanings ascribed to them in the UK GDPR (Data Controller shall have the same meaning as “Controller” and Data Processor shall have the same meaning as “Processor” under the UK GDPR);
- 29.9 **“Deposit”** means a deposit in the amount specified in the relevant Quotation as referred to in Clause 12;
- 29.10 **“DPA”** means the Data Protection Act 2018 and any modification, amendment or re-enactment thereof;
- 29.11 **“Documentation”** means user documentation provided electronically by CSignum for use with the Subscription Services, as periodically updated;
- 29.12 **“EULA”** means the End User Licence Agreement in the form set out in PART SIX of the Agreement;
- 29.13 **“Feedback”** means all comments, suggestions, requests, requirements, improvements, feedback, or other input the Customer and Users provide regarding any products or services owned or supplied by CSignum or its Affiliates;
- 29.14 **“Fees”** means the sums of money payable by the Customer to CSignum for the Services in terms of the relevant Quotation;
- 29.15 **“Force Majeure”**, means circumstances beyond the control of CSignum which shall include (but shall not be limited to) acts of God, perils of the sea or air, disease, epidemic or pandemic (whether naturally occurring or man-made), fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; inability to supply the Subscription Services and or the Professional Services, materials, breakdown of Local Equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either

of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer);

- 29.16 **"GDPR"** means the General Data Protection Regulation (Regulation (EU) 2016/679);
- 29.17 **"Hardware"** means the physical hardware technology used to capture data and transmit it to the Platform as detailed in the Documentation and listed in a Quotation;
- 29.18 **"ICO"** means the UK's supervisory authority, the Information Commissioner's Office or where appropriate the equivalent in the relevant territory;
- 29.19 **"Industry Best Practice"** means the standard of care, attention, diligence, expertise, knowledge, methods and practice expected of a competent and experienced professional in the IT and Cyber Security profession;
- 29.20 **"Initial Subscription Term"** means the first Subscription Term specified in the first Quotation;
- 29.21 **"Insolvency Event"** means the other party (a) enters liquidation, or a winding up petition is presented against the company; (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets; (c) proposes to make any arrangements with its creditors or passes a resolution to place the company into liquidation; or (d) suffers an event which, under the law of a different country, is equivalent to any of the previously specified acts or events;
- 29.22 **"Intellectual Property"** means patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending or applied for);
- 29.23 **"Local Equipment"** means the Customer or User's own on-premise equipment including hardware and software environment which is used in connection with the Software Services, which comprise of, but is not limited to - server computers (whether virtual or not), Desktop PC's, Laptops or any other portable device, storage systems and relative hardware, firmware, operating software, operating system software, networking software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure, internet connection, broadband availability and infrastructure, routers, Printers, associated peripheral devices or accessories whether fixed or portable;
- 29.24 **"Platform"** means the hardware and software environment in which the software element of the Subscription Services operates, which comprises one or more server computers (whether virtual or not), mirroring/duplicating/back-up and storage systems and relative hardware operating software, virtual machine software (where relevant), operating system software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure;
- 29.25 **"Premises"** means the premises from time to time of either CSignum or the Customer as the case may be and as may be specified in a Quotation;
- 29.26 **"Privacy Legislation"** means the retained EU law version of the GDPR (the **"UK GDPR"**), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the DPA, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), Investigatory Powers Act 2016 and the On Line Safety Act 2023 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the United Kingdom's Information Commissioner (as amended or replaced from time to time);
- 29.27 **"Privacy Policy"** means CSignum's policy relating to User Content and compliance with (amongst others) the Privacy Legislation from time to time, the current version of which is located here <https://www.CSignalum.com/privacy-policy.html>;
- 29.28 **"Professional Services"** means the installation, set-up, training, consulting, development and other professional services identified on a Quotation but does not include the Subscription Services;
- 29.29 **"Quotation"** means a document created by CSignum and accepted by the Customer, setting out the Fees, Subscription Term and Services;
- 29.30 **"Services"** means the Professional Services and the Subscription Services as the case may be;
- 29.31 **"Shared Personal Data"** means the personal data and special category personal data to be shared between CSignum and the Customer under these Terms and Conditions;
- 29.32 **"SLA"** means a Service Level Agreement in the form set out in PART FIVE of the Agreement;
- 29.33 **"Software"** means the CSignum© proprietary operating software and the Third-Party Software written in object and source code residing on and used for operating the Platform and the Subscription Services and embedded in the Hardware as Updated and Upgraded from time to time;

- 29.34 “**Sub-Processor**” means a sub-processor appointed by CSignum to process the Personal Data;
- 29.35 “**Sub-Processing Agreement**” means an agreement between CSignum and a Sub-Processor governing the Personal Data processing carried out by the Sub-Processor, as described in Clause 23;
- 29.36 “**Subscription Services**” means the Hardware and the Software hosted Customer experience solutions identified in a Quotation, and any modifications periodically made by CSignum, but does not include the Professional Services;
- 29.37 “**Subscription Term**” means the period of time during which CSignum is required to provide the Customer with the Services as specified in the relevant Quotation;
- 29.38 “**Subsea Data**” means all software programs, configurations, content, logs, files, folders, text documents, images, audio clips and information collected by, generated by, processed or stored within the Hardware;
- 29.39 “**Third-Party Software**” means software other than the Software which belongs to third parties and in relation to which CSignum has the right to grant sub-licenses;
- 29.40 “**Update**” means any update, update rollup, service pack, feature pack, critical update, security update, or hotfix that is used to improve or to fix a software or Hardware product;
- 29.41 “**Upgrade**” means improved Hardware or a software package that replaces an installed version of a product with a newer version of the same product, typically leaving existing customer data and preferences intact while replacing the existing software with the newer version;
- 29.42 “**User**” means the Customer and any of its employees or permitted contractors, or a person to whom the Customer has outsourced services, that has permission to access the Subscription Services as a named user and is not employed by CSignum and acting in the course of their employment;
- 29.43 “**User Content**” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of a User Site or the Subscription Services and has been uploaded by a User or on behalf of a User by an authorised party, for the avoidance of doubt and without prejudice to the foregoing generality, User Content shall be deemed to include all data stored in, or transmitted from any Hardware to a User Site, that forms part of the Services;
- 29.44 “**User Site**” means a partition/tenancy/instance on the Platform created by CSignum for the Customer and/or User or Users accessing the Subscription Services which shall contain User Content and shall be hosted on the Platform;
- 29.45 “**Working Day**” means any day (1) which is neither a Saturday or a Sunday or a public holiday in any part of the United Kingdom and (2) upon which the Bank of Scotland is open for business.

## PART SIX – SLA

### 1. Service Level Agreement (SLA)

This SLA is designed to ensure that CSignum meets the needs of its Customers and it outlines what levels of service can be expected.

CSignum shall use reasonable endeavours to provide the helpdesk support services. CSignum gives no guarantee as to the time any given issue may take to resolve save that it hereby undertakes to use reasonable endeavours to resolve issues as quickly as is reasonably possible given the nature and extent of the issue/problem.

CSignum will use reasonable endeavours to replace all defective Hardware within an agreed timescale from receipt of a helpdesk support request.

### 2. Support provided under the Agreement shall include:

#### 2.1 Help Desk facilities.

- 2.1.1 Due to the close working relationship required during the proof of concept, CSignum will appoint a dedicated account manager who will be the first and primary point of contact for all communications.
- 2.1.2 For Software and Hardware issues, the Customer can email [help@CSignum.com](mailto:help@CSignum.com) to contact the CSignum Help Desk which is available during normal business hours (Contracted Hours as defined below)
- 2.1.3 The Customer Contact must submit sufficient material and information to enable CSignum support staff to duplicate the problem. A support technician will be assigned and will attempt to solve a problem immediately, or as soon thereafter as possible. When appropriate, the support technician will give an estimate of how long it will take to resolve. The technician will do their best to keep the Customer advised on the progress of problem resolution.

- 2.1.4 The help desk includes an on-line Support facility: The Customer shall ensure the availability at its expense of compatible Local Equipment including software, hardware, communications infrastructure and provide adequate broadband facilities for on-line problem resolution. CSignum will work with the Customer's hardware supplier where necessary to ensure that remote support facilities are setup according to requirements.
- 2.1.5 The help desk is strictly not a training facility. Its objective is to troubleshoot and resolve Software Operational Issues.
- 2.1.6 The help desk is not a hardware or Local Equipment IT support facility. CSignum does not support or warrant the Customer's Local Equipment, or any other system or service that the Customer subscribes to. Its sole purpose is to support the CSignum Software only. Anything else is strictly the Customer's responsibility.
- 2.1.7 Additional Service Levels: additional service levels shall be as follows:
  - 2.1.7.1 CSignum will maintain a help desk staffed by skilled, trained professionals.
  - 2.1.7.2 The help desk is equipped with a purpose designed management system that allows Customer/User calls to be logged, tracked, traced and reported.
  - 2.1.7.3 All requests are logged and prioritised, against this priority CSignum will respond to Customer/User requests.
  - 2.1.7.4 During "Contracted Hours", CSignum will log all Customer/User calls to the Helpdesk.
  - 2.1.7.5 "**Contracted Hours**" are Monday to Friday- 9am to 5pm Monday to Friday GMT.
  - 2.1.7.6 A restricted service is provided on public holidays.
- 2.2 Help Desk Procedures:
  - 2.2.1 Answer the support case, received via email:
    - 2.2.1.1 Update the Case database
    - 2.2.1.2 Agree case priority
    - 2.2.1.3 Give the user a case reference if necessary
  - 2.2.2 Take action on the case:
    - 2.2.2.1 Confirm that this is a CSignum problem
    - 2.2.2.2 Interrogate the Help Desk database
    - 2.2.2.3 Use reasonable endeavours to resolve the problem reported by Customer/User
    - 2.2.2.4 Report to Customer if problem cannot be resolved
    - 2.2.2.5 Pass to a third party if not an CSignum problem
    - 2.2.2.6 Inform Customer of progress
  - 2.2.3 Close the case:
    - 2.2.3.1 Inform Customer of resolution
    - 2.2.3.2 Update the Help Desk System Database
    - 2.2.3.3 Performance Analysis / reporting
    - 2.2.3.4 Review/Update the Help Desk Database
    - 2.2.3.5 Review Service Level
  - 2.2.4 Correction of critical errors or assistance to overcome problems.
  - 2.2.5 CSignum may, at its sole discretion, correct errors by "patch" or by version update or by repair or replacement of Hardware.
  - 2.2.6 Provision of Information on availability of new versions of Software or Hardware.
  - 2.2.7 Provision Consultancy advice (chargeable at agreed rates may apply where appropriate) on Software or Hardware development,
  - 2.2.8 enhancements and modifications, together with estimates for the same.
  - 2.2.9 Provide Installations and re-installations of Software as are required and reasonable to support use Software.

## **PART SEVEN – EULA**

This agreement is between **CSIGNUM LTD**, a limited liability company incorporated in Scotland (No. SC666714) whose Registered Office is at Unit 9b Pyramids Business Park, Bathgate, West Lothian, Scotland EH48 2EH ("**CSignum**") and you, ("**the User**"). This is a Click to Agree Contract from within the Software if the User wishes to be bound by these Terms and Conditions. If the User does not agree to be bound by these Terms and Conditions, the User cannot USE the Software.

The contract (“**Agreement**”) between the User and CSignum will comprise:

1. these Terms and Conditions (“**Terms and Conditions**”); and
2. the Privacy Policy; and
3. the Documentation.

## **PART ONE – SUBSCRIPTION SERVICES.**

### **1. Access to the Software.**

CSignum grants to the User a non-exclusive, royalty based, non-sublicensable licence to Use the Software and the Hardware for the User’s personal business use for the duration of this Agreement, subject to the following conditions:

- 1.1. The Software is located on the Platform. CSignum has full administrative access rights to the Platform. Users may access the Software but have no right to administer the Platform or receive a copy of the object code or source code to the Software.

### **2. Conditions of Use.**

The rights to use the Software and the Hardware provided to the User are non-exclusive, non-transferable and are for the User’s personal business use only. The User’s right to use the Software and Hardware is subject to the following conditions:

The User shall not:

- 2.1. Transfer to any other person any of its rights to use the Software or the Hardware;
- 2.2. Sell, license, rent or lease the Software or the Hardware;
- 2.3. Make the Software or Hardware available to anyone who is not a User;
- 2.4. Create any derivative works based upon the Software or the Hardware or the Documentation;
- 2.5. Copy any feature, design or graphic in, or reverse engineer the Hardware or the Software (including without prejudice to the foregoing generality the graphical user interface and menu command hierarchy);
- 2.6. Access the Software (i) in order to build a competitive solution or to assist someone else to build a competitive solution; or (ii) if the User is an employee or contractor of a CSignum competitor;
- 2.7. Use the Software or the Hardware in a way that violates any criminal or civil law;
- 2.8. Load test the Software in order to test scalability; or,
- 2.9. Exceed any specified usage limits listed the Documentation.

### **3. User Content/Security**

- 3.1. Users provide all (if any) data for use in the Software, and CSignum is not obliged to modify or add to User Content except as specified in Clause 4 or in a relevant Quotation. The User is solely responsible for User Content and the accuracy of User Content other than as specified in a Quotation.
- 3.2. User Content belongs to the User or its licensors, and CSignum makes no claim to any right of ownership in it.
- 3.3. CSignum shall keep User Content confidential in accordance with Clause 10 of this Agreement.
- 3.4. Subject to the terms of Clause 4, CSignum shall only be entitled to use User Content strictly as necessary to carry out its obligations under this Agreement, and for no other purpose. However, CSignum:
  - 3.4.1. may observe and report back to the User on the User’s usage of the Software, and make recommendations for improved usage of the Software;
  - 3.4.2. may identify trends, patterns and statistics and publish reports for use by third parties on its findings from data aggregated from the User Site(s) provided such reports do not identify the Users and otherwise anonymise the data and comply with the principles of terms of Clause 10 (Confidentiality);
- 3.5. The parties shall comply with the principles of the Privacy Legislation and in accordance with the Privacy Policy.
- 3.6. Sharing of accounts is not permitted unless expressly authorised in writing by CSignum. Users must keep account details confidential and Users should not reveal their username or password to any unauthorised third parties. CSignum accepts no liability for any losses or damages incurred as a result of account details being shared in breach of the terms of this Agreement. It is recommended that Users do not save account details in their internet browser.
- 3.7. Passwords must be strong, robust, robust and difficult to break and changed on a regular basis.
- 3.8. Whereas as part of the Subscription Services, CSignum may host email accounts or other online communications infrastructure or subscription accounts (including the CSignum subscription itself) for Users, CSignum accepts no responsibility and shall not be liable for third parties accessing such email,

online communications accounts or subscription accounts by way of breaking or hacking passwords. It is the responsibility of Users to ensure that all email, online communications accounts and subscription accounts are properly protected with robust passwords. The terms of Clause 4 apply to the use of any such email, online communications accounts and subscription accounts.

#### **4. Acceptable Usage Policy**

- 4.1. Without prejudice to the generality of Clause 2.7, when using the Software; Users should do so in accordance with the following rules:
  - 4.1.1. Users must not use obscene or vulgar language;
  - 4.1.2. User Sites may not contain any material that is unlawful or otherwise objectionable (including that which may be in breach of rules, regulations or legislation in force in the United Kingdom or any other jurisdiction in which the User's User Site can be lawfully accessed. This does not extend to material which may be automatically blocked in certain jurisdictions but that is lawful in the User's home country);
  - 4.1.3. User Sites may not infringe the Intellectual Property rights of any third party including, but not limited to, copyright, trademarks, patents and designs;
  - 4.1.4. User Sites may not contain any material that may contain viruses or other software or instructions that may damage or disrupt other software, computer hardware or communications networks;
  - 4.1.5. User Sites may not be used for unauthorised mass-communications such as "spam" or "junk mail"; and
- 4.2. CSignum does not screen or pre-approve any User Site or User Content (although Users acknowledge that CSignum may do so if it wishes).
- 4.3. CSignum may edit a User Site to comply with the provisions of sub-Clause 4.1 without prior consultation. In cases of severe breaches of the provisions of sub-Clause 4.1, a User Site may be taken down and the relevant account may be suspended or terminated. The User will not be informed in writing of the reasons for such alterations or take downs.
- 4.4. CSignum accepts no responsibility or liability for any infringement of third-party rights by User Sites.
- 4.5. CSignum will not be liable in any way or under any circumstances for any loss or damage that any User may incur as a result of such User Sites, or CSignum exercising its rights under this Agreement, nor for any errors or omissions in User Sites. Use of and reliance upon User Sites is entirely at the User's own risk.
- 4.6. The User acknowledges that CSignum may retain copies of any and all communications, information, User Content and User Sites sent to CSignum.

#### **5. Intellectual Property**

- 5.1. Subject to the exceptions in Clause 6 of this Agreement, all Content, that is not User Content, and the Database and the Software and the Documentation are the property of CSignum, or CSignum's Affiliates or licensors. By continuing to use the Software the User acknowledges that such material is protected by applicable United Kingdom and international Intellectual Property and other laws.
- 5.2. The User may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Software for internal business/non-commercial purposes only unless otherwise given CSignum's express written permission to do so. Specifically, the User agrees that it will not systematically copy Content from the Software with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given CSignum's express written permission to do so.
- 2.3 In the event that new inventions, designs or processes evolve in performance of or as a result of the Agreement, the Customer acknowledges that the same shall be the property of CSignum unless otherwise agreed in writing by CSignum. And the Customer hereby assigns all right and title it may have to any such new inventions, designs or processes.
- 2.4 Any trade mark, trade name or logo such as "Powered by CSignum" appearing on or in the Software or the Hardware is the property of CSignum and must not be copied, obscured or removed from the Software or the Hardware.

#### **6. User Site Intellectual Property**

- 6.1. The Intellectual Property rights subsisting in the User Content of User Sites belong to the User to which that/those User Site(s) belong(s) unless it is expressly stated otherwise.

- 6.2. Where expressly indicated, certain Content available through User Sites and the Intellectual Property rights subsisting therein belongs to other parties.
- 6.3. The third party Content described in this Clause 6, unless expressly stated to be so, is not covered by any permission granted by Clause 5 of these Terms and Conditions to use Content.
- 6.4. For the avoidance of doubt, the Database (excluding the User Content therein) shall not be considered User Content.

## **7. Third Party Intellectual Property**

- 7.1. Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in Content belong to the manufacturers or distributors of such products as may be applicable.
- 7.2. Subject to Clause 5 the User may not reproduce, copy, distribute, store or in any other fashion re-use Content unless otherwise indicated on the Software or the Documentation or unless given express written permission to do so by the relevant manufacturer or supplier.

## **8. Warranty Disclaimer.**

- 8.1. Except as expressly provided in this Agreement, the Software and Professional Services are provided with no other warranties of any kind, and CSignum disclaims all other warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. CSignum does not warrant that the use of the Subscription Services shall be uninterrupted or error-free.
- 2.5 Users use the Subscription Services at their own risk.

## **9. Limitation of Liability**

- 9.1. Neither party shall be liable under this Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort/delict, strict liability or any other theory), even if the other party has been informed of this possibility. Each party's total liability for any direct loss, cost, claim or damages of any kind related to this Agreement or the relevant Quotation shall not exceed the sum of £10,000. However, there is no limitation on direct loss, claim or damages arising as a result of an infringement of either party's Intellectual Property rights by the other party, or a breach of the Privacy Legislation by the other party.
- 9.2. CSignum's liability under this Agreement (except where provided otherwise in the Agreement to a lesser extent) shall be limited to the amount of professional indemnity insurance underwritten in the name of CSignum which shall be £1,000,000.

## **10. Confidentiality**

- 10.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.
- 10.2. Subject to Clauses 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party (other than to a consultant or a Sub-contractor for the purposes of this Agreement and which consultant or Sub-contractor shall have entered into undertakings of confidentiality in relation to the Confidential Information on terms no less onerous than those contained in this Clause 10), or use the other's Confidential Information for any purpose other than to carry out its obligations under this Agreement.
- 10.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 10.4. 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 a competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party

as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 10.5. 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.
- 10.6. This Clause 10 shall survive termination of this Agreement or any Quotation, howsoever arising.

## 11. Indemnification by the User

- 11.1. The User shall indemnify and hold harmless CSignum, its Affiliates, directors, and employees from any damages finally awarded against CSignum (including, without limitation, reasonable costs and legal fees incurred by CSignum) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) in connection with the User Content, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the User Content ("Legal Claim").
- 11.2. CSignum shall give written notice to the User of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim and shall give copies to the User of all communications, notices and/or other actions relating to the Legal Claim. CSignum shall give the User the sole control of the defence of any Legal Claim, shall act in accordance with the reasonable instructions of the User and shall give the User such assistance as the User reasonably requests to defend or settle such claim. The User shall conduct its defence at all times in a manner which is not averse to CSignum's interests. CSignum may employ its own counsel to assist it with respect to any such claim. CSignum shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with the User or its counsel, or because the User fails to assume control of the defence. CSignum shall not settle or compromise any Legal Claim without the User's express written consent.

## 12. Law

- 12.1. This Agreement shall be governed by the laws of Scotland. The parties consent to the exercise of exclusive jurisdiction of the Scottish Courts.

## 13. Feedback and Modifications

- 13.1. The User hereby acknowledges that upon submitting Feedback to CSignum, the User automatically grants to CSignum a worldwide, perpetual, irrevocable, royalty free licence to use that Feedback in any way CSignum deems appropriate including, but not limited to:
  - 13.1.1. The use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of the Feedback; and
  - 13.1.2. The creation, use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of any derivative works based upon the Feedback.
- 13.2. CSignum's use of the Feedback shall not bestow any rights or interests upon the User whatsoever.
- 13.3. The User hereby acknowledges that any modifications made to the Software at the request or suggestion of the User will belong to and be the Intellectual Property of CSignum.

## PART TWO – DEFINITIONS.

### 14. Glossary.

- 14.1. "**Affiliate**" means an entity which controls, is controlled by, or is under common control with, a party, and **control** means the ability to vote 50% or more of the voting securities of any entity or otherwise having the ability to influence and direct the policies and direction of an entity;
- 14.2. "**Content**" means any text, graphics, images, audio, video, software, data compilations including, but not limited to, text, graphics, logos, icons, sound clips, video clips, data compilations, page layout,

underlying code and software and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of the Software or the Platform which for the avoidance of doubt shall include all Subsea Data; BUT excluding User Content;

- 14.3. **“Database”** means the database stored on the Platform which contains *inter alia* User Content;
- 14.4. **“DPA”** means the Data Protection Act 2018 and any modification, amendment or re-enactment thereof;
- 14.5. **“Documentation”** means user documentation provided electronically by CSignum for use with the Software, as periodically updated;
- 14.6. **“Feedback”** means all comments, suggestions, requests, requirements, improvements, feedback, or other input the User provides regarding any products or Services owned or supplied by CSignum, its Affiliates and licensees;
- 14.7. **“GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679);
- 14.8. **“Hardware”** means the physical hardware technology used to capture data and transmit it to the Platform as detailed in the Documentation and listed in a Quotation;
- 14.9. **“Intellectual Property”** means patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending or applied for);
- 14.10. **“Platform”** means the hardware and software environment in which the software element of the Software operates, which comprises one or more server computers (whether virtual or not), mirroring/duplicating/back-up and storage systems and relative hardware operating software, virtual machine software (where relevant), operating system software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure;
- 14.11. **“Privacy Legislation”** means the GDPR, (where applicable in relation to the storage retention and processing of EU personal data), the retained EU law version of the GDPR (the **“UK GDPR”**), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018,, the DPA, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), Investigatory Powers Act 2016 and the On Line Safety Act 2023 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the United Kingdom’s Information Commissioner (as amended or replaced from time to time);
- 2.6 **“Privacy Policy”** means CSignum’s policy relating to User Content and compliance with (amongst others) the Privacy Legislation from time to time, the current version of which is located here <https://www.CSignum.com/privacy-policy.html>;
- 2.7 **“Software”** means the CSignum™ proprietary operating software and the Third Party Software written in object and source code residing on and used for operating the Platform and the Software and embedded in the Hardware as Updated and Upgraded from time to time;
- 2.8 **“Subsea Data”** means all software programs, configurations, content, logs, files, folders, text documents, images, audio clips and information collected by, generated by, processed or stored within the Hardware;
- 2.9 **“Third Party Software”** means software other than the Software which belongs to third parties and in relation to which CSignum has the right to grant sub-licenses;
- 14.12. **“Update”** means any update, update rollup, service pack, feature pack, critical update, security update, or hotfix that is used to improve or to fix a software product;
- 14.13. **“Upgrade”** means a software package that replaces an installed version of a product with a newer version of the same product, typically leaving existing customer data and preferences intact while replacing the existing software with the newer version;
- 2.10 **“User”** means you or your employer known otherwise as the Customer and any of its employees or permitted contractors, a person to whom the Customer has outsourced services, that has permission to access the Subscription Services as a named user and is not employed by CSignum and acting in the course of their employment;
- 14.14. **“User Content”** means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of a User Site or the Software and has been uploaded by a User or on behalf of a User by an authorised party; for the avoidance of doubt and without prejudice to the foregoing generality, User Content shall be deemed to include all data stored in, or transmitted from any Hardware to a User Site, that forms part of the Services;;

- 14.15. **“User Site”** means a partition/tenancy on the Platform created by CSignum for a User or Users accessing the Software which shall contain User Content and shall be hosted on the Platform;

## **SCHEDULE 1**

### **Processing, Personal Data and Data Subjects**

#### **3. Processing by CSignum**

- 3.1 Scope: CSignum shall process Personal Data in order to provide the Subscription Services and Professional Services, as set out in this Agreement.
- 3.2 Nature: the data Processor shall process Personal Data in order to comply with these Terms and Conditions and each Quotation.
- 3.3 Purpose of Processing: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.
- 3.4 Duration of the Processing: The Subscription Term.
- 3.5 Types of Personal Data: name, email address, IP address, residential address/post code, gender, age.
- 3.6 Categories of Data Subject: Users, employees and contractors of either Party.

#### **4. Rights and Obligations of Data Controller**

- 4.1 The rights and obligations of the Data Controller set out in this Agreement and the Privacy Legislation.