

RISKAWAY GENERAL TERMS AND CONDITIONS

Adopted on the 4th December 2024

Please read the following legally binding Riskaway General Terms and Conditions (**“Agreement”**) between Riskaway Ltd. (**“Riskaway”**) and the person or entity who has signed a Product Order Form (together with its Affiliates, **“Customer”**) carefully. This agreement shall apply to any order, (evaluation, commercial or otherwise) order acknowledgement, and invoice for any product or support by Riskaway.

Riskaway and Customer may be collectively referred to as the **“Parties”** and/or individually as a **“Party”**.

The Agreement is comprised of the following documents:

- a) This Agreement and its appendices;
- c) The Product Order Form.

RECITALS

WHEREAS, Riskaway is the supplier of the Product(s) described in the applicable order form (the **“Product Order Form”**) that identifies the Product(s) ordered by Customer from Riskaway, applicable fees (if any), any other specifications, requirements and restrictions (if any).

WHEREAS, Customer intends to use the Product(s) for its internal use and for providing service to its clients, and Riskaway has agreed to Customer’s use of the Product(s) in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and (where applicable) payment of Fees described herein, the Parties agree as follows:

1. DEFINITIONS

- 1.1 The defined terms are as set out in Clause 13.

2. PROCESS

- 2.1 Riskaway agrees to provide to Customer and Customer agrees to be provided with the Product(s) as set out in the Product Order Form. The Product Order Form must be in writing and reference this Agreement to be valid. The Product Order Form shall be governed by this Agreement and any contrary or additional terms are deemed null and void and of no effect unless agreed in writing between the Parties prior to acceptance of the Product Order Form.

3. LICENCE GRANT AND RESTRICTIONS

- 3.1 **Licence Grant.** Subject to the terms and conditions of this Agreement and the Product Order Form, Riskaway grants to Customer a non-exclusive, non-transferable, non-sub licensable, licence for the Term to:

- (a) access and use the Product specified in the Product Order Form, for Customer's or its Affiliate's internal business purpose (other than as a stand-alone commercial offering), relating to the processing and review of Customer Data;
- (b) use the Documentation; and
- (c) make a commercially reasonable number of copies of the Documentation, provided that Customer reproduces all of Riskaway's and its suppliers' copyright notices and proprietary legends on each provided to Customer on the original versions thereof.

- 3.2 **Licence Restrictions.** Access to the Product is on a usage basis, and is licensed, not sold. The restrictions in this Agreement represent conditions of Customer's licence. Customer specifically agrees not to sub-licence, rent, sell, lease, distribute or otherwise transfer its right to access the Product or otherwise use or allow others to use the Product for the benefit of any third party (other than Affiliates and/or in the provision of services to Customer clients) and provided that Customer may use and make monetary gain from the Outputs derived from using the Product; use the Product in violation of any law, statute, ordinance or regulation applicable to Customer.

- 3.3 **Third Party Software/ Open Source Software.** Customer acknowledges that the Product may contain or be accompanied by certain Third Party Software including Open Source Software. Open Source Software is copyrighted and licensed under the GPL/LGPL and other Open Source Software licences.

4. FEES, PAYMENT AND TAXES

- 4.1 **Fees.** Fees are stated in the Product Order Form. No refunds will be made except as provided in Clause 6.3. Fees are exclusive of sales and use taxes assessed in the jurisdiction in which Customer or its Affiliates is physically located and utilises the Product(s). Should Customer be required under any law or regulation of any governmental entity or authority outside of the United Kingdom to withhold or deduct any portion of payments due then

Customer and Riskaway shall co-operate in all respects and take all reasonable steps necessary to: (i) lawfully avoid making any such deductions; or (ii) enable Riskaway to obtain a tax credit in respect of the amount withheld.

- 4.2 **Invoices and Payment.** Fees accrue from the commencement date specified in the Product Order Form (the “**Commencement Date**”). Invoices are issued monthly in arrears, via email. Customer agrees to pay all undisputed amounts within 30 days of receipt of the applicable invoice by direct bank/wire transfer in accordance with the instructions on the invoice, plus any bank charges assessed by Customer’s bank, unless otherwise agreed. In the event Customer disputes the Fees due under a specific invoice, Customer must notify Riskaway of such dispute within ten (10) days of receipt of the invoice, otherwise the invoice will be deemed accepted and payable. Riskaway may impose late charges at a rate equal to two percent (2%) per annum above the official dealing rate of the Bank of England, calculated from the date payment was due until the date payment is made, together with all reasonable collection expenses, including legal fees.
- 4.3 **Lapsed Fees.** If Customer has lapsed in the payment of Fees due hereunder Riskaway may, in addition to its other rights under this Agreement and reserving all other rights and remedies as may be provided by law, suspend Customer’s access to the Product until such time as Customer has paid all outstanding Fees, including any accrued late charges and any Fees incurred during the suspension, at which point Customer’s access to the Product will be re-instated.

5. INTELLECTUAL PROPERTY; OWNERSHIP

- 5.1 **Riskaway Intellectual Property.** Except as expressly set out herein, this Agreement does not grant either Party any rights, implied or otherwise, to the other’s Intellectual Property. Riskaway and/or its Third Party Licensors retain all right, title and interest in and to the Product, and related Documentation, including all enhancements, error correction, new releases, updates, derivations and modifications by Riskaway thereto (collectively, “**Riskaway Intellectual Property**”). Customer agrees to inform Riskaway promptly of any infringement of this Intellectual Property that comes to Customer’s attention.
- 5.2 **Customer Intellectual Property.** Customer retains and/or shall own all right, title and interest in and to Customer Data and the content of any Outputs.

6. WARRANTIES

- 6.1 **Warranty.** Riskaway warrants to Customer that during the Term the Product will perform materially in accordance with the applicable Documentation.
- 6.2 **Exceptions.** The warranties contained in Clause 6.1 of this Agreement shall not apply if:
- (a) Customer’s use of the Product is not materially in accordance with this Agreement;

- (b) Customer fails to follow Riskaway's environmental or operational instructions or procedures in the Documentation and such failure results in the warranty non-conformity; or
- (c) Customer fails to allow Riskaway or its agents to implement corrections or modifications to the Product, and such failure results in the warranty non-conformity.

6.3 Remedies. If during the Term,

- (a) Riskaway is promptly notified in writing upon discovery of an error in any Product, including a detailed description of such alleged error, and
- (b) Riskaway confirms the error and that the Product was not subject to the conditions set out in Clause 6.2,

then, as Riskaway's entire liability and Customer's sole remedy for such breach of warranty, Riskaway shall (at Riskaway's option and sole expense) correct, repair or replace the Product within a reasonable time, or provide or authorise a refund of any pre-paid, unused Fees, in which case the Agreement will terminate.

6.4 Disclaimer. Except for the express warranties set out in this agreement, and to the fullest extent permitted by law, neither Riskaway nor any of its third-party suppliers make any warranties, conditions, undertakings or representations of any kind, either express or implied, statutory or otherwise, in relation to any subject matter of this agreement, including without limitation any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement arising from course of performance, dealing, usage or trade. Riskaway does not warrant that the operation of the offering will be error-free or uninterrupted.

7. CUSTOMER DATA; INDEMNITY

Customer Data.

- 7.1 For any Customer Data uploaded to the Product, Customer grants to Riskaway a limited, non-exclusive, non-transferable licence to access and use Customer Data to the extent necessary to provide Outputs. In furtherance of the foregoing, Customer shall ensure that (subject to Riskaway's compliance with the confidentiality, data protection and other requirements in this Agreement), it is permitted to do so in accordance with applicable laws and regulations including, without limitation, applicable Data Protection Laws.
- 7.2 Any data created as a result of the Product adjusting to the Customer's data to create solutions custom-fit for the needs of the Customer within Customer's private instance of the Product ("**Private Learning**") shall vest with Customer and be considered Customer Confidential Information.

- 7.3 Riskaway may retain and utilise on a perpetual basis the results of any usage of the Product to develop the Product, provided that Riskaway ensures no Customer Confidential Information or Personal Data is contained therein and Customer is not identified as the source.
- 7.4 Customer is solely responsible for its use of the Product and the activities of its users, and for the accuracy, integrity, legality, reliability and appropriateness of all Customer Data. Riskaway shall maintain Customer Data in the hosted location specified on the Product Order Form. As Riskaway has no control of Customer Data uploaded to Riskaway, it shall remain strictly Customer's responsibility to ensure that the uploading of such data complies with international data protection laws and regulations governing the international or cross-border data transfer of information. Accordingly, Customer agrees to indemnify Riskaway and its employees, agents, affiliates, officers and directors against any claims arising as a result of Customer's breach thereof.
- 7.5 Riskaway does not provide backup services for customer data, and customer acknowledges and undertakes that it shall be solely responsible for back-up of all customer data, and that Riskaway shall not serve as the primary repository for such data Riskaway will, without notice on termination of this Agreement, delete any Customer Data that may remain in its possession or control in accordance with Clause 9.3(b).
- 7.6 **Customer Security Obligations.** Customer shall be responsible for establishing, monitoring and implementing security practices to control the physical access to and use of the Product and all Customer Data therein in accordance with Customer's own security policies and procedures.
- 7.7 **Disclaimer; Indemnity.** Customer expressly recognises that Riskaway does not create or endorse any customer data processed by or used in conjunction with the product or any associated outputs. Customer assumes sole responsibility for results obtained from the use of the product, and for conclusions drawn from such use, and Riskaway disclaims all liability for any loss or damage caused by errors or omissions in any outputs. Riskaway shall comply with Customer's express instructions with respect to the ownership, custody, processing or disposition of Customer Data by Riskaway and subject to Riskaway's own compliance with its obligations under Clause 11 (**Data Protection**), Customer shall, indemnify Riskaway, its Affiliates and their respective officers, directors and employees, against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) incurred by reason of Riskaway's strict compliance with such Customer instruction.

8. LIMITATION OF LIABILITY

- 8.1 **Limitation of liability.** Subject to the sub-clauses of this clause 8 and customer's payment obligations under clause 4 ("**Fees, Payment and Taxes**"), each party's maximum liability to the other Party for any and all loss and/or damage (in contract, tort (including negligence), breach of statutory duty, or otherwise) for any reason arising out of or in connection with this agreement shall not exceed, in the aggregate, the total amount of all fees paid or payable

to Riskaway in the twelve (12) months preceding the claim (less any amounts previously claimed), except that in respect of a breach by either party of its obligations under (i) clause 7.7 (“**Data Disclaimer; Indemnity**”) or (ii) clause 11 (“**Data Protection**”) such liability shall not exceed in the aggregate for all such breaches three (3) times the total fees paid or payable in the twelve (12) months preceding the claim (less any amounts previously claimed).

8.2 **Exclusion of consequential damages.** To the fullest extent permitted by applicable law and subject to clause 8.3 below, neither Party shall be liable to the other for any consequential or indirect loss or damages in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this agreement, or any loss or damage arising within any of the following categories: loss of profits; loss of revenue; loss of goodwill or reputation; loss of or corruption or damage to data; loss of management time howsoever arising and whether or not a party had been advised in advance of the possibility of such loss, corruption or damage.

8.3 **Exclusions from Limitation of Liability.** Nothing will exclude or limit either Party’s liability for

- (a) death or personal injury due to negligence;
- (b) fraud;
- (c) breach of Clause 10 (“**Confidentiality**”);
- (d) breach of Clause 5 (“**Intellectual Property; Ownership**”); or
- (e) for any other matter in respect of which liability cannot lawfully be limited or excluded.

9. TERM; TERMINATION

9.1 **Term.** This Agreement is effective from and shall remain in force

- (a) from the Commencement Date of the Product Order Form until terminated in accordance with Clause 9 of this Agreement; or
- (b) where the Product Order Form specifies a fixed minimum term, the duration specified therein (as applicable, the “**Term**”).

Where the Product Order Form does not specify a fixed minimum Term, this Agreement shall auto-renew for successive twelve (12) month periods unless and until Customer provides written notice of termination at least fifteen (15) Business Days prior to the renewal commencement date.

9.2 **Termination for Breach.** Either Party may terminate this Agreement if:

- (a) the other Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days of receipt of written notice; or

- (b) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within thirty (30) days.

Material breach shall be deemed to include Customer's failure to pay three (3) consecutive, undisputed invoices when due.

9.3 Effect of Termination. Upon termination in accordance with the above:

- (a) the Term and all other rights and licences granted by one Party to the other, or any services provided by Riskaway to Customer, will cease immediately;
- (b) pursuant to Clause 9.4, each Party will destroy or return all Confidential Information of the other Party pursuant to Clause 10 below; and
- (c) all undisputed Fees committed or owed by Customer to Riskaway as at the effective date of termination will become immediately due and payable.

9.4 Following the written notice of termination, Riskaway shall maintain Customer Data and full Customer access to the Product, and Customer may, during the notice period, download and delete any Customer Data or Outputs from the Product. Thereafter, following expiry of the notice period, Riskaway will delete or destroy all copies of Customer Data (including Outputs) without liability or additional notice, unless legally prohibited from doing so. Customer Data (including Outputs) cannot be recovered once deleted or destroyed.

9.5 Discontinuation of the Products. Riskaway may discontinue a Product or material functionality of a Product from time to time, provided that prior to any discontinuation Riskaway will provide at least twelve (12) months' advance notice of such to Customer, except that this notice will not be required if the twelve (12) month notice period (a) would pose a security or intellectual property risk to the Product, (b) be materially economically or technically burdensome, or (c) would cause Riskaway to violate applicable law.

9.6 Survival. The following provisions shall survive any termination of this Agreement: Clause 3.1 ("**Licence Grant**"); Clause 3.2 ("**Licence Restrictions**"); Clause 4 ("**Fees, Payments and Taxes**"); Clause 5 ("**Intellectual Property; Ownership**"); Clause 6.4 ("**Disclaimer**"); Clause 7.7 ("**Data Disclaimer; Indemnity**"); Clause 8 ("**Limitation of Liability**"); Clause 9.3 ("**Effect of Termination**"); Clause 10 ("**Confidentiality**"); Clause 11 ("**Data Protection**"); and Clause 12 ("**General Provisions**").

10. CONFIDENTIALITY

10.1 Each Party will treat the other Party's Confidential Information as confidential (and for the avoidance of doubt all Customer Data shall be deemed Confidential Information). Confidential Information of one Party (the "**Disclosing Party**") may only be used by the other Party (the "**Receiving Party**") for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose ("**Representatives**"), provided that such Representatives are (a) informed of the confidential nature of the

Confidential information and (b) bound by written confidentiality obligations with the Receiving Party which are no less onerous than those in this Clause 10, in advance of any such disclosure. Notwithstanding the foregoing, the Receiving Party shall remain liable for the acts or omissions of its Representatives.

- 10.2 Confidential information will be protected by the Receiving Party using all reasonable skill and care to prevent unauthorised use or disclosure for five (5) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that:
- (a) was known or becomes known to the Receiving Party on a non-confidential basis from a third party, provided that:
 - (i) the Receiving Party has no knowledge that the third party is subject to a confidentiality agreement with the Disclosing Party in respect of the information and
 - (ii) such information is not of a type or character that a reasonable person would have regarded it as confidential;
 - (b) is independently developed by the Receiving Party without violating the Disclosing Party's rights;
 - (c) is or becomes publicly known (other than through disclosure by or through the Receiving Party or one of its Representatives in breach of this Agreement);
 - (d) was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party.

A party may disclose Confidential Information where disclosure is required by law or a governmental agency provided that, to the extent lawful so to do, the Receiving Party shall notify the Disclosing Party of the request giving it reasonable opportunity to respond, and cooperate with the Disclosing Party's reasonable, lawful efforts to resist, limit or delay disclosure at the Disclosing Party's expense, and provided that except for making such required disclosure, such information shall otherwise continue to be Confidential Information. On termination of the Agreement, each Party will promptly return or destroy all Confidential Information of the other Party.

- 10.3 Notwithstanding the foregoing, either Riskaway or Customer may disclose such information of the other Party in response to a subpoena, judicial, administrative or arbitral order, provided that the party responding to such an order has given prompt notice to and has cooperated with the other in seeking protection against such disclosure at the other Party's expense.
- 10.4 It is understood and agreed that money damages may not be a sufficient remedy for any breach of this Clause 10 and that either Party shall be entitled to seek specific performance and injunctive or other equitable relief as remedies for any such breach. Neither Riskaway nor Customer will oppose the granting of such relief and each hereby agrees to waive any

requirements for the security or posting of any bond in connection with any such remedy. Such remedies shall not be deemed exclusive for breach of this Clause 10.

- 10.5 Neither Party will make any public statement or issue any public communication regarding any incident described in this Clause 10, without the other Party's prior written consent (not to be unreasonably withheld or delayed), except as strictly required by law or regulation.

11. DATA PROTECTION

- 11.1 The Parties acknowledge that the Offering may be used to process Personal Data regulated by the Data Privacy Laws and the Parties shall comply with the data processing requirements as set out in **Appendix 1**.

12. GENERAL PROVISIONS

12.1 Entire Agreement; Integration.

- (a) This Agreement, together with the Product Order Form, represents the entire agreement between the Parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature.
- (b) No modification of this Agreement shall be effective unless in writing and signed by both Parties.
- (c) In the event of any conflict or inconsistency between this Agreement and the Product Order Form, the latter shall prevail.

- 12.2 **Severability.** The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof.

- 12.3 **Force Majeure.** Neither Party shall be liable for any failure or delay in performing services or any other obligation under this Agreement, nor for damages suffered by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such Party's reasonable control, riots, natural catastrophes, terrorist acts, governmental intervention, refusal of licences by the government or other government agencies, or other acts of god (each, a "**Force Majeure Event**"), and such non-performance, hindrance or delay could not have been avoided by the non-performing Party through commercially reasonable precautions, and cannot be overcome by the non-performing Party through commercially reasonable substitute services, alternate sources, workarounds or other means. During the continuation of a Force Majeure Event, the non-performing Party will use commercially reasonable efforts to overcome the Force Majeure Event, and to the extent it is able continue to perform its obligations under the Agreement.

- 12.4 **Notices.** Any notice shall be delivered by hand or sent by recorded delivery, registered post or registered airmail and satisfactory proof of such delivery must be retained by the sender. All notices shall only become effective on actual receipt.

- 12.5 **Rights of Third Parties.** The provisions of this Agreement concerning restrictions on usage of the Product and protection of Intellectual Property Rights are for the benefit of and may be enforced by each of Riskaway, the Riskaway Indemnitees and its Affiliates. Except for the foregoing, or as otherwise expressly set out in the Agreement, this Agreement does not create any rights for any person who is not a party to it and no other person may enforce any of its terms or rely on any exclusion or limitation contained herein.
- 12.6 **Headings.** All headings used herein are for convenience of reference only and shall not in any way affect the interpretation of this Agreement.
- 12.7 **Independent Contractors.** The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.
- 12.8 **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, consent shall not be required for a transfer to an Affiliate of a Party or if a Party undertakes an initial public offering, a sale of all or substantially all of its shares or assigns all or substantially all of its business and assets to another entity that is not a direct competitor of the non-assigning party. Any attempt to assign this Agreement in violation of the foregoing shall be null and void. This Agreement binds the Parties, their respective Affiliates, successors and permitted assigns.
- 12.9 **Governing Law.** Any dispute or claim relating in any way to this Agreement shall be governed and construed in accordance with the laws of England and Wales and the parties consent to the exclusive jurisdiction of the courts of England and Wales.
- 12.10 **Waiver.** Each Party agrees that the failure of the other Party at any time to require performance of any of the provisions herein shall not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

13. DEFINITIONS

- 13.1 **Definitions.** Terms defined shall have the meanings given below. Defined terms may be used in the singular or plural depending on the context.
- (a) **“Affiliate”** means any corporation or other business entity that directly or indirectly controls, is controlled by or is under common control of a Party. Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a corporation or other business entity;
 - (b) **“Business Day”** means a day which is not a Saturday or a Sunday and excluding public holidays (including bank holidays) in the United Kingdom or United States;

- (c) **“Confidential Information”** means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, Intellectual Property or know-how of a Party, and any other information clearly designated by a Party as being confidential to it (whether or not it is marked **“confidential”**), and information which ought reasonably be considered to be confidential, but in all circumstances excludes any Personal Data;
- (d) **“Customer Data”** means any documents, data or Customer Confidential Information that Customer uploads to the Product under this Agreement (which, for the avoidance of doubt, may include information about underlying legal documents, metadata related to those documents, and the results of analysis thereof);
- (e) **“Data Protection Laws”** means all applicable data protection and privacy legislation in force from time to time, including (without limitation): (i) UK the Data Protection Act 2018 (including any regulations issued thereunder); (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003, and when, and to the extent, in force, the General Data Protection Regulation (Regulation (EU) 2016/679) as incorporated as law in the UK (**“UK GDPR”**); (iii) the California Consumer Privacy Act 2018 (**“CCPA”**); and (iv) laws relating to personal data and privacy or of similar purpose or effect in any relevant jurisdiction; in each case as amended, updated, re-enacted or replaced from time to time. The terms **“Data Controller”**, **“Data Processor”**, **“Data Subject”**, **“Personal Data”**, **“Personal Data Breach”** and “processing” shall have the meanings ascribed to them in the UK GDPR;
- (f) **“Documentation”** means user manuals for the Product consisting of the applicable installation guides, service descriptions, technical specifications, and online help files provided by Riskaway or available on Riskaway’s online portal;
- (g) **“Fees”** means all applicable fees as set out in the Product Order Form;
- (h) **“GPL/LGPL”** means the GNU General Public Licence, GNU Lesser General Public Licence.
- (i) **“Intellectual Property”** means patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights, know-how and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition (and **“Intellectual Property Rights”** shall be construed accordingly);
- (j) **“Microsoft Azure”** means Microsoft Azure cloud services provided by Microsoft Corporation and its sub-processors (as detailed at

<https://go.microsoft.com/fwlink/?linkid=2096306> and as may be updated from time to time);

- (k) **“Open Source Software”** means Third Party Software that Riskaway utilises in the Software pursuant to a licence that requires, as a condition of use, modification and/or distribution of such software, that the software or other software combined and/or distributed with it be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; (iii) redistributable at no charge; or (iv) redistributable but subject to other limitations;
- (l) **“Outputs”** means any reports, outputs and/or documentation (in each case, in human-readable form) generated by the Product based on the Customer Data uploaded to the Product by Customer.
- (m) **“Product Order Form”** has the meaning set out in the introductory paragraphs;
- (n) **“Product”** means Riskaway’s AI-powered legal assistant named Risky, as identified in the Product Order Form, together with any fixes, updates, or enhancements thereto, but not including any additional modules, products or services that Riskaway may make commercially available from time to time;
- (o) **“Software”** means the Riskaway or its licensor’s proprietary software utilised by Customer through its usage of the Product, together with all enhancements, error corrections, and/or updates which are generally made available by Riskaway as part of the Product. Open Source Software does not form part of the Software and is utilised by Customer and Affiliates directly on the terms of the applicable licences;
- (p) **“Standard Contractual Clauses”** means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection under Directive 95/46/EC, pursuant to the European Commission Decision of 5 February 2010, as may be updated by the European Commission from time to time;
- (q) **“Third Party Licensors”** means the suppliers of the Third Party Software to Riskaway;
- (r) **“Third Party Software”** means: (i) any software or other technology that is licensed to Riskaway from Third Party Licensors which is not proprietary to Riskaway, but which Riskaway has the necessary rights to license to Customer; and (ii) Open Source Software.

13.2 Construction. In this Agreement (except where the context otherwise requires):

- (a) any reference to a clause or schedule is to the relevant clause or schedule of or to this Agreement and any reference to a paragraph is to the relevant paragraph of the clause or schedule in which it appears;
- (b) the index and clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (c) use of the singular shall include the plural and vice versa;

- (d) use of any gender shall include the other gender;
- (e) any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, foundations and trust (in each case whether or not having separate legal personality);
- (f) any phrase introduced by the terms “*including*”, “*include*”, “*in particular*” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (g) any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

APPENDIX 1: DATA PROCESSING ADDENDUM

1. **Definitions.** For the purposes of this Data Processing Addendum (“**DPA**”), the terms used herein shall have the meanings set forth in the Agreement. Any terms not specifically defined by this DPA or the Agreement shall have the meanings given by GDPR.
2. **Nature, Purpose and Scope of Processing**
 1. This DPA applies to the processing of Customer Personal Data under the Agreement.
 2. The Parties agree that Customer is the Data Controller and Riskaway is the Data Processor. The Parties each agree that they shall comply with the Data Protection Laws (as such laws apply to a Data Controller and Data Processor, respectively) in exercising their rights and performing their obligations under this Agreement.
 3. The Data Controller hereby instructs the Data Processor to take such steps in the processing of Personal Data as are reasonably necessary for the performance of the Data Processor’s obligations under the Agreement and agrees that such instructions as provided herein constitute its full and complete instructions as to the means by which Personal Data shall be processed.
 4. The duration of the processing under this DPA shall equal the Term of the Agreement.
3. **Types and Categories of Personal Data**
 1. The categories of Customer Personal Data may include but are not limited to the Data Controller’s clients, employees, contractors, suppliers and professional advisors and any other categories of Personal Data that may be contained in the Customer Data uploaded to the Product.
 2. The types of Personal Data may include, but are not limited to names, phone numbers, addresses, and any other types of Personal Data that may be contained in the Customer Data uploaded to the Product.
4. **Data Processor Obligations**
 1. The Data Processor shall not use Personal Data save for the purposes of providing the Product as instructed herein unless required to do so by applicable law, in which case the Data Processor shall, to the extent legally permissible, inform the Data Controller of that legal requirement before processing.
 2. The Data Processor shall immediately inform the Data Controller if, in the Data Processor’s opinion, an instruction from the Data Controller infringes the Data Protection Laws.

5. Confidentiality and Security

1. The Data Processor shall take reasonable steps to ensure the reliability of any persons authorised to process any Personal Data, and it shall ensure that all such persons have committed themselves to confidentiality.
2. Taking into account the nature, scope, context and purposes of processing, the Data Processor has implemented and will maintain for the Term the appropriate administrative, physical, technical and organisational measures to protect any Personal Data accessed or processed by it against unauthorised or unlawful processing or accidental loss, destruction, damage or disclosure.

6. Subprocessing

1. Save as expressed herein, the Data Processor shall not without the prior written consent of Customer, engage any subprocessors for the processing of Personal Data under this Agreement.
2. The Data Controller hereby consents to and authorises Microsoft Azure and the Data Processor's Affiliates to act as subprocessors for the Data Processor in the provision of the Product, respectively on data protection terms materially equivalent to those contained herein. The Data Processor shall be fully liable for any breach by the subprocessors of any of the data protection obligations hereunder.

7. Cross-Border Transfers

1. Save as expressed herein, if Personal Data originates in the UK or the European Economic Area (the "**EEA**"), the Data Processor will not transfer such Personal Data outside the EEA without the prior written consent of Customer and not without procuring provision of adequate safeguards (as defined by the UK ICO from time to time) in accordance with the Data Protection Laws.
2. Customer Data will be hosted in the Microsoft Azure Region specified in the Product Order Form.
3. With respect to the UK's exit from the EU if on expiry of transitional arrangements, the UK has not been deemed an 'adequate' country which permits the transfer of Personal Data, including any Customer Data, from the EEA to the UK and vice-versa. Further, any transfer of Personal Data to third countries from the UK shall be in accordance with UK ICO the Standard Contractual Clauses will come into effect and be incorporated hereto from the date of the first relevant transfer. Any processing of Personal Data under the UK ICO Standard Contractual Clauses will reflect the subject matter, purpose and scope of Personal Data processed under this DPA and be subject to the technical and organisational measures provided for by the Data Processor.

8. Data Subject Requests and Assistance

1. The Data Processor shall notify Customer within three (3) Business Days if it receives: (a) A request from a Data Subject to have access to that person's Personal Data; or (b) A complaint or request relating to the Customer's obligations under the Data Protection Laws; or (c) Any other communication relating directly or indirectly to the Processing of any Personal Data in connection with this Agreement.
2. Taking into account the nature of processing and the information available to the Data Processor, the Data Processor will provide reasonable support to the Data Controller in (i) in complying with any legally mandated request for access to or correction of any Personal Data by a data subject under Chapter III GDPR; (ii) in responding to requests or demands made to the Data Controller by any court or governmental authority responsible for enforcing privacy or data protection laws; and (iii) in its preparation of a Data Protection Impact Assessment.

9. Personal Data Breach

1. In the event that the Data Processor suffers or becomes aware of a Personal Data Breach it will inform the Data Controller within twenty-four (24) hours of becoming aware of the same and take reasonable steps to mitigate the effects and to minimise any damages resulting from such breach.
2. To the extent reasonably possible, the notification to the Data Controller shall include: (i) a description of the nature of the incident, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the name and contact details of the Data Processor's data protection officer or another contact point where more information can be obtained; (iii) a description of the likely consequences of the incident; and (iv) a description of the measures taken or proposed to be taken by the Data Processor to address the incident including, where appropriate, measures to mitigate its possible adverse effects.

10. Audit

1. On the Data Controller's written request, and subject to appropriate confidentiality obligations, the Data Processor will make available to the Data Controller Information reasonably requested by the Data Controller with regards to the Data Processor's processing of Personal Data under this DPA. The Data Controller agrees to exercise any right it may have to conduct an audit or inspection under GDPR (or the EU Model Clauses if they apply) in the first instance by requesting the foregoing information.
2. In the event that the foregoing does not confirm the Data Processor's compliance with the obligations laid down herein or an onsite inspection is required by a supervisory authority, then the Data Processor will, subject to appropriate security

and confidentiality arrangements, allow for and contribute to such inspection, and the Data Controller shall bear any costs associated with such audit.

11. **Data Return and Destruction.** On termination of the Agreement, the Data Processor shall delete or return to Customer (in accordance with Customer's written instructions) all Personal Data) in its and/or its subprocessors' possession or control.