

Cyber Platform EULA

1 TM EULA

- 1.1 These terms and conditions (the “**TM EULA**”) apply to all use of the online software solutions known as Service Modules (the “**Platform**”).
- 1.2 This TM EULA is legally binding contract between TM and the legal entity identified as the Customer in this SoW.

BACKGROUND:

- (A) TM has developed the Platform which it makes available to customers via the internet on a subscription basis for the purpose of providing access to and use of the Platform.
- (B) TM has agreed to provide, and the Customer has agreed to purchase a Subscription from TM for use of the Service Module(s) as set out in the Service Details section of this SoW in its business operations in accordance with and pursuant to the terms of this TM EULA.

IT IS AGREED:

2 Definitions and interpretation.

- 2.1 For the purpose of this TM EULA and where used elsewhere in the Contract:
 - 2.1.1 “**Add-On Fee**” means the fees payable by the Customer to TM for purchasing an additional Service Module that was previously out of scope in accordance with clause 10.4 in accordance with TM’s then applicable Add-On Fees;
 - 2.1.2 “**Additional Usage Fees**” means the fees payable by the Customer to TM for additional Usage Allowance in respect of either: (a) a request made by the Customer to increase its Usage Allowance for its in-scope Service Modules in accordance with clause 10.4 in the amounts set out in TM’s Usage Allowance; or (b) Usage Allowance exceeded by the Customer for any Service Module;
 - 2.1.3 “**Customer Personal Data**” means any Personal Data which TM Processes in connection with this SoW, in the capacity of a Processor on behalf of the Customer who is Controller;
 - 2.1.4 “**Defect**” means where the relevant Service Module does not comply in all material respects with the applicable description;
 - 2.1.5 “**Due Date**” has the meaning given in clause 11.1;
 - 2.1.6 “**Good Industry Practice**” means the exercise of a degree of skill, care, diligence, prudence and foresight which would reasonably be expected from a person skilled and experienced in providing services similar to the Orbit Risk Services;
 - 2.1.7 “**Platform**” has the meaning given in clause 1.1 of this TM EULA;
 - 2.1.8 “**Platform Customer Data**” means the data submitted and/or inputted to the Platform by the Customer, Users and/or TM on the Customer’s or its Users’ behalf for the purpose of using the Platform or facilitating the Customer’s use of the Platform and Platform Deliverables;

- 2.1.9 **"Platform Deliverables"** the items which are produced, delivered and/or otherwise made available to the Customer as outputs of the Subscription, whether tangible or intangible;
- 2.1.10 **"Platform Fees"** means the Subscription Fees[, Usage Allowance Fees], Add-On Fees, Subscription Upgrade Fees and any other fees payable under and in connection with this TM EULA by the Customer to TM in accordance with clauses 10 (Platform Fees and Optional Add-ons) and 11 (Payment) of this TM EULA, as updated from time to time by TM;
- 2.1.11 **"Service Modules"** means either: (i) the TM Platform Diligence module; and/or (ii) the TM Platform Security (self-assessment) module; and/or (iii) the Platform Security (assessed entities) module; (iv) the TM Platform Intelligence module; and (v) any other Platform software as a services application made available by TM to the Customer and as purchased by the Customer in accordance with this Statement of Work;
- 2.1.12 **"Service Levels"** means the service levels applicable to the Platform (if any) as set out in the Service Level Standards below and updated by TM from time to time;
- 2.1.13 **"Sources"** means TM's third party licensors or other providers of the Services;
- 2.1.14 **"SoW Commencement Date"** means this SoW commencement date as set out in Section 3 (Service Details) above.
- 2.1.15 **"Subscription"** means the subscription purchased by the Customer under this Statement of Work for access to and use of the relevant Service Modules up to the Usage Allowance pursuant to this TM EULA;
- 2.1.16 **"Subscription Fees"** means the fees payable under this TM EULA by the Customer to TM for the Subscription;
- 2.1.17 **"Subscription Term"** has the meaning given to it in section 3 of this Statement of Work[, as further described at clause 14.1;
- 2.1.18 **"Subscription Upgrade"** has the meaning given in clause 10.3;
- 2.1.19 **"Subscription Upgrade Fees"** means the fees to benefit from a Subscription Upgrade as notified by TM to the Customer from time to time in accordance with TM's then applicable Subscription Upgrade Fees;
- 2.1.20 **"TM IPRs"** means Intellectual Property Rights that belong to or are licensed to the Customer in relation to the Platform (and any of the Service Modules made available on the Platform) prior to the SoW Commencement Date and all developments, modifications and/or enhancements of the same;
- 2.1.21 **"Tax"** means any tax, and any duty, contribution, impost, levy or charge in the nature of tax, whether domestic or foreign, and any fine, penalty, surcharge or interest connected therewith and any other payment whatsoever which a person is or may be or become bound to make to any person and which is or purports to be in the nature of taxation or otherwise by reason of any taxation statutes;
- 2.1.22 **"TM Personal Data"** means any Personal Data which TM Processes in connection with this Agreement, in the capacity of a Controller;
- 2.1.23 **"Usage Allowance"** means the usage allowance for each Services Module purchased by the Customer with the Subscription, as detailed in this Statement of Work;
- 2.1.24 **"User(s)"** those named and identified employees, agents and independent contractors of the Customer or any Affiliate of the Customer who are authorised by the Customer to

access the Platform and to use the relevant Service Modules , as further described at clause 3 (Subscription). For the avoidance of doubt:

- (a) there is no limitation on the number of Users;
- (b) an employee of the Customer excludes employees of all Affiliates of the Customer; and
- (c) the Customer shall be required to obtain TM's consent for access by agents and independent contractors of the Customer;

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

2.1.26 **"Vulnerability"** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly; and

2.1.27 **"Controller"**, **"Processor"**, **"Personal Data"**, **"Data Subject"**, **"Personal Data Breach"** and **"Processing"** shall have the same meanings as in the Applicable Data Protection Laws and **"Processed"**, **"Process"** and **"Processes"** shall be construed in accordance with the definition of **"Processing"**.

2.2 Unless otherwise expressly specified in this TM EULA:

2.2.1 a **"person"** includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking or organisation (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

2.2.2 reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation;

2.2.3 **"includes"** and **"including"** shall be deemed to be followed immediately by the phrase **"without limitation"**;

2.2.4 **"day"** shall mean a period of 24 consecutive hours ending at 12.00 midnight; and

2.2.5 **"clauses"**, **"paragraphs"** or **"schedules"** are to clauses and paragraphs of and schedules to this TM EULA.

3 Subscription

3.1 Subject to the Customer purchasing a Subscription in accordance with the terms of this Contract and the restrictions set out in this clause 3, TM and/or its Affiliates hereby grants to the Customer during the Subscription Term a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Users to access the Platform and to use the relevant Service Modules solely for the Customer's own internal business purposes in the conduct of its normal business affairs. If this Contract is terminated or expires, this right will automatically terminate.

3.2 In relation to the Users, the Customer undertakes that:

- 3.2.1 it shall not allow access to the Subscription (or related user codes and/or passwords), to anyone other than a User;
 - 3.2.2 each User shall keep secure the username and password for access to the Platform, that such password shall be changed no less frequently than the period advised by TM from time to time and that each User shall keep their password confidential and shall not disclose it to any third party;
 - 3.2.3 it shall confirm that the list of current named and identified Users appearing to TM on the Platform is up-to-date and accurate and shall provide such list of current Users to TM within five (5) Business Days of TM's written request.
- 3.3 In relation to the Service Modules accessed as part of the Subscription:
- 3.3.1 the Customer shall permit TM or TM's designated nominee to continuously monitor and check the Customer's use of the Service Modules in order to establish that the Customer's usage does not exceed the Usage Allowance in compliance with this TM EULA. To the extent that TM requires access to the Customer's data processing facilities to monitor compliance with this TM EULA, such review may be conducted no more than once per quarter, at TM's expense, and this right shall be exercised with reasonable prior notice, in such manner as not to substantially interfere with the Customer's normal conduct of business;
 - 3.3.2 if any of the reviews referred to in clause 3.3.1 reveal that the Usage Allowance for any Service Modules has been exceeded, then without prejudice to TM's other rights, the Customer shall pay to TM an amount equal to such underpayment as calculated in accordance with TM's then applicable Additional Usage Fees within ten (10) Business Days of the date of the relevant review.
- 3.4 The Customer shall not access, store, distribute or transmit any Viruses, or any other material during the course of its access to and/or use of the Platform and the relevant Service Modules that:
- 3.4.1 is malicious, unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.4.2 facilitates illegal activity;
 - 3.4.3 depicts sexually explicit images;
 - 3.4.4 promotes unlawful violence;
 - 3.4.5 is discriminatory based on age, race, gender reassignment, sex, religion or belief, sexual orientation, disability; or
 - 3.4.6 is otherwise illegal or causes damage or injury to any person or property.
- 3.5 TM and/or its Affiliates reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's (or any User's) access to any material that breaches the provisions of clause 3.4 above.
- 3.6 The Customer and any User must not attempt to gain unauthorised access to the Platform or any of the Service Modules, or any server, computer or database connected to the Platform or the Service Modules. The Customer must not attack the Platform or the Service Modules via a denial-of-service attack or a distributed denial-of service attack. If the Customer breaches this clause, the Customer's right to use the Platform and the Service Modules will cease immediately.
- 3.7 The Customer shall not except as may be allowed by any applicable law:

- 3.7.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Platform, the Service Modules or the Platform Deliverables (as applicable) in any form or media or by any means except as expressly permitted by the provisions of this Contract;
 - 3.7.2 attempt to decode, reverse engineer, disassemble, decompile, create derivative works from, convert or otherwise reduce to human-perceivable form the Platform, the Service Modules or the Platform Deliverables or any part of them;
 - 3.7.3 access or use the Subscription in order to build a product or service which competes with the Platform, the Service Modules and/or the Platform Deliverables;
 - 3.7.4 use the Subscription to provide services to third parties;
 - 3.7.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Subscription available to any third party except the Users;
 - 3.7.6 attempt to obtain, or assist third parties in obtaining, access to the Orbit Risk Subscription, other than as provided under this clause 3 (Subscription); or
 - 3.7.7 introduce or permit the introduction of a Virus or Vulnerability into TM's network and information systems.
- 3.8 The Customer shall be entitled to disseminate summary ratings and reports directly with clients, suppliers and customers by email or in response to due diligence questionnaires. The Customer shall also be entitled to publish its high-level summary rating publicly, including on its website, in an agreed form provided that any such publication links to the Thomas Murray website and is accompanied with disclaimers and dates on any such static or dynamically updated summary.
- 3.9 The Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription and, in the event of any such unauthorised access or use, promptly notify TM.

4 The Platform and Service Levels

- 4.1 TM shall, during the Subscription Term, provide the Platform and make available the Platform Deliverables to the Customer on and subject to the terms of this Contract.
- 4.2 Access to the Platform shall be established by way of username and password access, given to the Customer upon the signing of this SoW. TM shall use reasonable commercial endeavours to maintain the Platform and the availability of the relevant Service Modules in accordance with the Service Levels, save for during planned maintenance.
- 4.3 In the event that the Platform is not operational due to an incident, TM shall notify the Customer of such and shall remedy such incident as soon as possible after the incident occurring.
- 4.4 TM shall, in accordance with Good Industry Practice, maintain and implement security policies, which include the implementation of firewall technology and intrusion detection software to protect against viruses or security breaches. In the event of a virus, a denial of service attack or an attack or threatened or suspected breach of security against TM's system, TM will (i) take all necessary steps to halt such attack; (ii) immediately notify the Customer; and (iii) provide the Customer with a remediation plan to avert any such future attacks.
- 4.5 Except where the nature of the Service Modules explicitly includes consultancy advice, TM shall not provide any consulting services under this Contract whereby professional advice and recommendations are given on any matter whatsoever.

- 4.6 TM may, from time to time, provide interactive services on the Platform to enable it to provide the required services to the Customer. This could be in the form of real-time chat functions, phone calls or question & answer functions. TM will provide the Customer with clear information about the kind of service offered, if it is moderated and what form of moderation is used (including whether human or technical).
- 4.7 To the extent any of the Service Modules offer peer to peer communications, TM is under no obligation to oversee, monitor, verify or moderate any interactive service provided as part of the Subscription, and TM expressly excludes liability for any loss of damage arising from the use of any interactive service by the Customer or any User in contravention of TM's standards, whether the service is moderated or not.

5 Data Backup

- 5.1 On a daily basis, TM shall perform backups of all Platform Customer Data and any other information of the Customer provided to TM in relation to the Platform. Backups of Platform Customer Data, including images, shall reside in TM's disaster recovery site .

6 Disaster Recovery

- 6.1 TM shall provide disaster recovery and backup capabilities and facilities through which it will be able to render the Platform to the Customer with minimal disruptions or delays in accordance with the Service Levels.

7 Business Continuity

- 7.1 TM shall, during the Subscription Term and in accordance with Good Industry Practice, maintain detailed and comprehensive contingency plans against events which could affect the ability of TM to perform and provide the Platform in accordance with the Service Levels.

8 TM Obligations

- 8.1 TM warrants that the Platform will be performed substantially in accordance with reasonable skill and care.
- 8.2 Subject to clause 8.4, TM shall at its sole discretion and at its own expense, use all commercially reasonable endeavours to either:
- 8.2.1 correct any Defect in the Platform or relevant Service Module; or
 - 8.2.2 terminate the relevant Subscription and refund to the Customer any amounts paid by the Customer for Subscription it has not received as a direct result of a Defect, within forty-five (45) days of TM receiving written notification of a Defect from the Customer.
- 8.3 Subject to clause 8.4, the remedy set out in clause 8.2 shall be the Customer's sole and exclusive remedy for any Defect.
- 8.4 The warranty at clause 8.1 shall not apply and TM shall not be liable and shall have no obligations under this Contract in respect of any Defect caused by the Customer's use of the Platform contrary to TM's instructions, or modification or alteration of the Platform, the Service Modules and/or the Platform Deliverables by any party other than TM or TM's duly authorised contractors or agents, or for any Defect caused by any other event outside of TM's control.
- 8.5 Notwithstanding the foregoing, TM:
- 8.5.1 does not warrant that:

- (a) the Customer's use of the Platform will be uninterrupted and error-free;
 - (b) the Platform, Service Modules, the Platform Deliverables and/or the information obtained by the Customer therein will meet the Customer's requirements;
- 8.5.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communication networks and facilities, including the internet, and the Customer acknowledges that the Platform may be subject to limitations, delays and other problems inherent in the use of such communication facilities.
- 8.6 TM warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Statement of Work.

9 Customer Obligations

- 9.1 The Customer shall:
- 9.1.1 provide TM with:
 - (a) all necessary co-operation in all matters relating to this Contract; and
 - (b) all necessary access to such information as may be required by TM, in order to provide access to the Platform and make use of the Platform and Platform Deliverables, including but not limited to Platform Customer Data, security access information and configuration services;
 - 9.1.2 appoint an authorised representative in relation to this Contract who shall have the authority to liaise with TM on all matters relating to the Subscription;
 - 9.1.3 without affecting its other obligations under this Contract, comply with all applicable laws and regulations with respect to its activities under this TM EULA;
 - 9.1.4 carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, TM may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 9.1.5 ensure that the Users access the Platform and use the Service Modules and the Platform Deliverables in accordance with the terms of this TM EULA and shall be responsible for any User's breach of this TM EULA;
 - 9.1.6 obtain and shall maintain all necessary licences, consents and permissions necessary for TM, its contractors and agents to perform their obligations under this Contract, including without limitation the Subscription;
 - 9.1.7 ensure that its network and systems comply with the relevant specifications provided by TM from time to time;
 - 9.1.8 notify TM if any User suspects that any third party knows their password; and
 - 9.1.9 be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to TM's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 9.2 The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Platform Customer Data. The Customer shall indemnify TM against any liability arising out of any Platform Customer Data.

10 Platform Fees and Optional Add-ons Charges for the Subscription

- 10.1 In consideration of the provision of the Subscription by TM, the Customer shall pay the Subscription Fees to TM as set out in the this Statement of Work in accordance with clause 11.

Additional Usage Allowance

- 10.2 Subject to clause 10.4 and 10.5, the Customer may, from time to time during the Subscription Term, increase its Usage Allowance for the Subscription or add on additional Service Modules in excess of that set out in the this Statement of Work for the Additional Usage Fees. TM shall grant access to the additional Usage Allowance and/or Service Modules in accordance with the provisions of this TM EULA.

Subscription Upgrades

- 10.3 TM may, from time to time, introduce new features or additional services to its Platform offering which do not form part of the Customer's Subscription ("**Subscription Upgrade**"). TM shall notify the Customer as and when such Subscription Upgrades become available and may from time to time offer free trial and/or demo products in respect of such Subscription Upgrades. TM does not commit to the Customer's continued use of any such free trials and/or demo products, but the Customer may, from time to time during the Subscription Term, elect to purchase a Subscription Upgrade to take the full benefit of any newly available features or additional services.

Process for purchasing additional Usage Allowance, adding on a Service Module or opting for a Subscription Upgrade

- 10.4 If the Customer wishes to purchase additional Usage Allowance, an additional Service Module or a Subscription Upgrade, the Customer shall notify TM in writing and shall submit a written request to TM. TM shall evaluate such request and respond to the Customer with its approval or rejection (such approval not to be unreasonably withheld). In the case of providing its approval of the same, TM shall provide the Customer with a Change Request, which the Customer shall execute and return to TM.
- 10.5 If TM approves the Customer's request, TM shall notify the Customer in writing and the Customer shall pay TM the Additional Usage Fees, Service Module Add-On Fees or Subscription Upgrade Fees (as applicable) in accordance with the payment process set out in clause 11. If such additional Usage Allowance, Service Module add-ons or Subscription Upgrades are purchased by the Customer part way through Subscription Term, such Additional Usage Fees, Service Module Add-On Fees or Subscription Upgrade Fees (as applicable) shall be pro-rated from the date of activation by TM for the remainder of the Subscription Term.
- 10.6 TM shall activate the additional Usage Allowance, Service Module or the Subscription Upgrade (as applicable) within seven (7) days of receiving payment in cleared funds of its invoice in accordance with clause 10.5 and clause 11.
- 10.7 Any Subscription Upgrades or the purchase of Orbit Intelligence Service Module may come with separate terms, in which case TM will give the Customer an opportunity to review and accept those terms. To the extent that any such terms of Change Requests differ from, or contradict, the provisions of this TM EULA, the terms of the applicable Change Request shall prevail.

11 Payment

- 11.1 The Customer shall on the SoW Commencement Date (or on the date of the Customer's receipt of TM's written acceptance of a request for additional Usage Allowance, a Service Module add-on or a Subscription Upgrade (as applicable) in accordance with clause 10.4 above) provide a

valid and approved purchase order acceptable to TM and any other relevant valid, up-to-date and complete contract and billing details. If the Customer provides its approved purchase order information to TM, TM shall invoice the Customer on the SoW Commencement Date (or on the date of a written acceptance of the request, as applicable) for the relevant Platform Fees payable in respect of the Subscription Term and the Customer shall pay each invoice within thirty (30) days after the date of delivery of such invoice (the “Due Date”).

11.2 If TM has not received payment by or on the Due Date, and without prejudice to any other rights and remedies of TM under this Contract:

11.2.1 TM may, without liability to the Customer, suspend the Subscription and Customer's access to any or all of the Service Modules and disable the Customer's account until payment in full is received; and

11.2.2 in respect of any Additional Usage Fees, Add-On Fees or Subscription Upgrade Fees (as applicable), TM may, without liability to the Customer, cancel the request made by the Customer under clause 10.5 until such time as it receives the signed Change Request from the Customer and the Subscription will continue as though such request had not been made.

12 Intellectual Property Rights - Ownership and Restrictions on Use

12.1 Without prejudice to clause 8 (Intellectual Property Rights) of the Cyber Terms of Service, this clause 12 (Intellectual Property Rights – Ownership and Restrictions on Use) shall also apply.

12.2 The Customer agrees and acknowledges that TM and/or its licensors own all Intellectual Property Rights in the TM IPRs. Except as expressly stated herein, this SoW does not grant the Customer any rights to, under or in, any Intellectual Property Rights in TM IPRs or any other rights or licenses in the same.

12.3 TM acknowledges and agrees that the Customer and/or its licensors own all Intellectual Property Rights in the Platform Customer Data. The Customer hereby grants to TM a fully paid up, worldwide, non-exclusive, royalty-free, non-transferable license to use the Platform Customer Data for the Subscription Term for the purpose of providing the Customer with access to and use of the Subscription.

12.4 TM shall retain ownership of all Intellectual Property Rights in the Platform Deliverables, excluding any Platform Customer Data. TM hereby grants the Customer a fully paid-up, worldwide, non-exclusive, royalty free, non-transferable, non-sublicensable licence during the Subscription Term to use and access the Platform Deliverables for the purpose of receiving and using the relevant Service Modules and the Platform Deliverables in its business.

12.5 The Customer agrees to protect (and to ensure that the Users and its employees, agents and consultants protect) any Intellectual Property Rights in, and the confidentiality of, the Platform, Service Modules and Platform Deliverables during and after the Subscription Term, and the Customer further agrees to honour all reasonable requests by TM to protect such rights and confidentiality.

12.6 TM shall be entitled to use the Customer's name and brand logo in connection with providing the Subscription and Platform Deliverables.

13 Limitation of Liabilities

13.1 Except as expressly and specifically provided in this Statement of Work:

- 13.1.1 the Customer assumes sole responsibility for results, information or content obtained from the use of the Subscription and the relevant Service Modules by the Customer, and for conclusions drawn from such use. TM shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided in connection with the Customer's use of the Subscription, the relevant Service Modules or Platform Deliverables or any actions taken by TM at the Customer's direction. TM is not providing any professional advice and/or recommendations on any matters arising out of this SoW;
- 13.1.2 where the Platform or the relevant Service Module contain links to or direct the Customer to other websites, resources or platforms provided by third parties, such links or directions are provided for information only and should not be interpreted by the Customer as TM's approval of such websites, resources and platforms, or any information or content obtained from them. TM has no control over the contents of such websites, resources and platforms and shall have no liability in respect of the same; and
- 13.1.3 the Platform, the Service Modules and the Platform Deliverables are provided to the Customer on an "as is" basis.
- 13.2 TM, its Affiliates, the Sources and any other party involved in providing access to or use of the Subscription shall have no liability to the Customer unless the Customer serves notice within twelve (12) months of the date when the Customer became aware of the circumstances first giving rise to such claim or should reasonably have become so aware.
- 13.3 Except as expressly stated in this TM EULA, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 13.4 Subject to clauses 11.1, 11.2 and 11.3 (Liability) of the Cyber Terms of Service, the total aggregate liability of TM and its Affiliates to the Customer (or any third party claiming under or through the Customer) in contract (including under any indemnity or warranty), tort, breach of statutory duty or otherwise, including any liability for negligence, howsoever caused, arising out of or in connection with this Contract shall in no event exceed the Platform Fees paid by the Customer during the Subscription Term divided by, the number of months in the Subscription Term. The Sources shall have no liability whatsoever to the Customer.
- 13.5 Without prejudice to any of the foregoing, TM shall not be liable for breach of this Contract arising from or in relation to:
 - 13.5.1 the use of the Subscription by the Customer in breach of this SoW;
 - 13.5.2 any alterations to the Platform, or any Service Modules or Platform Deliverable made by anyone other than TM or someone authorised by TM;
 - 13.5.3 any delay or failure in the provision of the Platform or any Service Modules to the Customer caused by anyone other than TM; or
 - 13.5.4 any negligent act or omission by the Customer.
- 13.6 The Customer agrees to indemnify and hold harmless TM, its Affiliates, and its Sources from and against any Losses, arising from or which relates to (i) the Customer's use of the Platform, Service Modules or any Platform Deliverables, other than claims subject to the indemnification given by TM in clause 16 below; (ii) any Platform Customer Data; and/or (iii) any use, by TM in accordance with this Contract, of any logo provided by the Customer.

14 Commencement, term and termination

- 14.1 This Contract shall commence on the SoW Commencement Date and continue for the Subscription Term set out in the Service Details section of this Statement of Work, unless terminated earlier in accordance with the provisions of this Contract.
- 14.2 The Parties agree that the Platform Fees shall be increased at the beginning of any Renewal Term in accordance with clause 7.8 (Payment) of the Cyber Terms of Service.
- 14.3 TM may terminate this Contract immediately by notice to the Customer if the Customer undergoes a Change of Control.
- 14.4 Without limiting TM's other rights and remedies (including the right to terminate this Contract in accordance with the Agreement and/or for convenience under Section 3 (Service Details) above), TM may terminate this Contract if the Customer (or a User) commits any breach (material or otherwise) of any one or more of the following clauses: 3 (Subscription); 9 (Customer Obligations) and clause 12 (Intellectual Property Rights – Ownership and Restrictions on Use) of this TM EULA.
- 14.5 Upon termination or expiry of this Contract:
- 14.5.1 all licences granted under this SoW shall immediately terminate and the Customer will no longer have any right to access or use the Platform, the Service Modules and/or the Platform Deliverables;
 - 14.5.2 TM shall have the right to restrict or otherwise render inaccessible the Platform, the Service Modules and any Platform Deliverables;
 - 14.5.3 notwithstanding any other provision to the contrary, on termination of this Contract (howsoever arising), all payments payable to TM, being those that have accrued prior to termination as well as all sums remaining unpaid for the Subscription ordered under this SoW plus related taxes and expenses, shall remain due and shall become immediately due and payable by the Customer;
 - 14.5.4 each party shall as soon as reasonably practicable return or destroy (as directed in writing by the other party), all data, information, software, and other materials provided to it by the other party in connection with this Contract including all documents containing or based on the other party's Confidential Information.
- 14.6 If a party is required by any law, regulation, or government or regulatory body to retain any documents that it would otherwise be required to return or destroy under clause 14.5.4 it shall notify the other party in writing of that retention, giving details of the documents or materials that it must retain.

15 Third Party Credits

- 15.1 The Customer agrees to include on all print and electronic materials produced by the Customer that include any third party licensed Platform Deliverables, a credit to the Sources of such components, to the extent that such Source is identified in the Service or otherwise identified by TM; provided, however, that the foregoing shall not be construed to modify the terms of clause 12 of this SoW.
- 15.2 Nothing in this Contract is intended to create or should be construed as creating a fiduciary relationship between the Parties nor does it create any actual or apparent agency, partnership or relationship. The Customer understands and agrees that neither TM nor its Sources has consented to or will consent to being named an "expert" under applicable securities or other laws.

- 15.3 The Customer acknowledges and agrees that the Platform Deliverables will contain additional disclaimers and limitations of liability, and that such additional disclaimers and limitations are hereby expressly incorporated into the terms of this Contract.

16 Indemnity

- 16.1 The Customer shall defend, indemnify and hold harmless TM against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with a breach of this SoW, the Applicable Data Protection Laws or the Customer's use of the Platform, the relevant Service Modules and/or the Platform Deliverables. TM shall ensure that:
- 16.1.1 the Customer is given prompt written notice of any such claim;
 - 16.1.2 the Customer has sole control of the defence or settlement of such claim; and
 - 16.1.3 TM provides reasonable cooperation to the Customer in the defence and settlement of such claim, at the Customer's expense.
- 16.2 Subject to clause 16.4, TM shall indemnify the Customer, its officers, directors and employees with respect to direct damages incurred by the Customer, including reasonable attorneys' fees, as a result of any claim against the Customer that the relevant Service Module as furnished by TM and used by the Customer in accordance with this TM EULA infringes upon any copyright or proprietary right of any third party, provided that:
- 16.2.1 TM is given prompt written notice thereof;
 - 16.2.2 TM has sole control of the defence or settlement of such claim; and
 - 16.2.3 the Customer provides reasonable cooperation to TM in the defence and settlement of such claim, at TM's expense.
- 16.3 In the event of such claim, TM shall have the right to procure the right for the Customer to continue using the Platform, replace or modify the relevant Service Modules so that they become non-infringing or, if such remedies are not reasonably available, terminate this Contract with respect to the allegedly infringing Service Module by giving written notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer and by refunding to the Customer the prorated share of any prepaid charges relating to such infringing Service Module.
- 16.4 TM will have no liability under the indemnity in clause 16.2 to the extent that the alleged infringement is based on:
- 16.4.1 the Customer's use of the Services Modules or the Platform Deliverables outside the scope of this Agreement or contrary to TM's instructions;
 - 16.4.2 a modification of the Platform, the Service Modules or the Platform Deliverables by anyone other than TM;
 - 16.4.3 the Customer's use of the Platform, Service Modules or Platform Deliverables after notice of the alleged or actual infringement claim from TM or any appropriate authority; or
 - 16.4.4 the Customer's continued use of the relevant Service Modules after the Subscription for such Service Module or the Platform (as applicable) ends or this Contract has been terminated.
- 16.5 The foregoing and clause 13 shall be the Customer's sole and exclusive rights and remedies in respect of all TM's entire obligations and liability for Losses resulting from the allegation by a third

party that the use by the Customer in accordance with the terms of this SoW of the Platform or any Service Module infringes such third party's Intellectual Property Rights.

17 Changes

- 17.1 TM may change the terms of this TM EULA from time to time and shall promptly notify the Customer of any changes.
- 17.2 In the event that TM makes a change to the terms of this TM EULA which is a material detriment to the Customer:
 - 17.2.1 TM shall provide the Customer with reasonable notice in writing by email; and
 - 17.2.2 the Customer shall be entitled to terminate this SoW by providing at least fourteen (14) days' written notice of such termination to TM from the date that such change was notified by TM.
- 17.3 The Customer's continued use of the Platform and/or Service Modules after any changes have been made available shall constitute acceptance by and on behalf of the Customer of the amended TM EULA.
- 17.4 The Customer acknowledges that details of the Service Modules and the Platform Deliverables and the results of any performance tests of the Platform or the Service Modules, constitute TM's Confidential Information. TM acknowledges that the Platform Customer Data is the Confidential Information of the Customer.
- 17.5 Subject always to TM's obligations under this clause 17 and the Data Processing Agreement, TM shall have the right to create, use and disclose any summaries, findings, analysis, benchmarks, patents, trends, knowledge, metadata, risk grades or other insights derived from the Orbit Risk Services, Orbit Risk Deliverables and responses received by the Customer under this Contract by:
 - 17.5.1 aggregating any such responses and Orbit Risk Customer Data the Customer supplies with other data in a de-identified and fully and properly anonymised manner; and/or
 - 17.5.2 comprising anonymous learnings, benchmarking against other market data, logs and data regarding use of TM's Platform, the the Service Modules, Platform Deliverables, provided that such insights data contain only fully and properly anonymised, aggregated data that do not identify the Customer, any Customer Personal Data or any original Platform Customer Data. The Parties agree that such insights data shall belong to TM and TM may use it for any lawful purpose during and after this Contract including, without limitation, disclosing such insights data to clients of TM's monitoring programmes, developing, providing, operating, maintaining and improving its Platform and the Service Modules and Platform Deliverables and to create and distribute reports and other materials.

18 Announcements

- 18.1 No party shall make, or permit any person to make, any public announcement concerning this Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

Schedule 1 - Service Level Contacts

The parties have established the below service level standards to provide a basis for smooth day-to-day operations. While the parties intend to adhere to the procedures, specifications and deadlines set forth, in the event that in a given circumstance they are not or cannot be followed, the parties agree to take reasonable steps to avoid problems or losses. The Parties agree that the Agreement and terms of this TM EULA will take precedence when in conflict with the Service Level Standards.

Requirement	Standard	TM Service
Central Contacts	Relationship Contact	Rob Smith Head of SaaS Sales +44 20 8600 2310 rsmith@thomasmurray.com
	Operations contact – work hours	Albert Kwok Director, Head of Technology Operations +44 20 8600 2357 akwok@thomasmurray.com
	Operations contact – after hours for critical problems	Albert Kwok (details above) & Yuri Kruglov, CTO +44 20 8600 2301 ykruglov@thomasmurray.com
	Security Contact	Albert Kwok Director, Head of Technology Operations +44 20 8600 2357 akwok@thomasmurray.com
Help Desk	UK business days/ business hours	See Operations contact – business hours from 09:00–18:00 GMT UK business days only.
Inquiries	Response within 4 hours of inquiry. If additional time is required, TM will provide an estimated completion time within 24 hours of inquiry.	Response within 4 hours of receipt during normal UK business days /hours to inquiries submitted via WLSsupport@thomasmurray.com
Communication Methods	Phone for urgent matters. Email for less urgent matters.	Phone – see numbers above. Email to WLSsupport@thomasmurray.com