



Master Services Agreement

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Master Services Agreement

Operative Provisions:

This Master Services Agreement (“MSA”) comprises the following modules: *

Module A – General Terms

and

Module B - Terms for Unified Security Service (“USS”) including Web Security (“WS”), Cloud Application Security (“CASB”), MFA powered by Entrust (“MFA”), Compliant Email Archive (“CEA”), Autonomous Security Engine (“ASE”), Posture Management (“SPM”) and Security Awareness Training (“SAT”).

[and]

Module C – Terms for Email Security (“EMS”)

and

Module D – Terms for Support Services

and

Module E – Service Level Agreement (“SLA”)

(*Modules B and C may or may not apply depending on the Service(s) purchased)

Acceptance

By clicking “I ACCEPT” when logging in to the TrustLayer USS Portal: (a) for the first time and following acceptance of an Order by TrustLayer the Customer enters a contract with TrustLayer Limited for the selected Service(s) referred to in the relevant Modules from the Effective Date; and (b) on subsequent logins when there has been an update to the terms of the MSA the Customer accepts the variation to the Contract. All new revisions of the MSA prevail and supersede the terms of any previous versions. By clicking “I ACCEPT” you confirm that you have the requisite authority to act and are authorised by and on behalf of the Customer to enter into this binding Contract.

Module A – General Terms

Introduction:

These Terms and Conditions (these “Terms”) constitute a binding contract between TrustLayer and the Customer. These Terms, along with any other policies or documents referenced herein, govern the Customer’s licensing and use of the relevant Service(s).

These Terms apply to such Contract notwithstanding any provision of the respective Modules. These Terms apply to all Free Trials and NFR Licences, save for Clauses 2, 5 and 11.

Subject to your acceptance of these Terms, you may use the Service(s), including the download or install of Software required to deliver the Service(s) subject to the terms of the relevant Modules. If you do not accept these Terms, or the terms of the Modules, you may not use the Service(s) or download, install (or otherwise obtain) Software required to deliver the Service(s). You are deemed to have accepted these Terms, and the terms of the Modules, when you proceed to use the Service(s) or download, install or use Software required to deliver the Service(s).

1. Interpretation:

1.1 Words defined in these Terms shall apply throughout the MSA, and shall have the following meanings:

“Bulk Email Terms and Conditions”	means TrustLayer’s Bulk Email Terms and Conditions applicable to EMS, as amended from time to time, made available to the Customer by TrustLayer online via the Product Help Portal https://help.clouduss.com/ems-knowledge-base/bulk-email-terms-and-conditions
“Business Day”	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
“Change of Control”	shall be as defined in section 1124 of the Corporation Tax Act 2010.

“Confidential Information”	information that is proprietary or confidential disclosed by a party to the other party including commercial or technical know-how, technology, information pertaining to business operations, strategies, customers, pricing and marketing or is either clearly labelled as confidential or identified as Confidential Information.
“Contract”	this contract between TrustLayer and the Customer, including all the Modules;
“Customer”	means all customers purchasing Services from TrustLayer described in the Modules or using our Services by way of a Free Trial or NFR License.
“Customer Data”	the data (including Personal Data) inputted by the Customer, Users, or TrustLayer on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.
“Data Processing Agreement” or “DPA”	means TrustLayer’s Data Processing Agreement, as amended from time to time, made available to Customers by TrustLayer online via its website: https://trustlayer.co.uk/legal-policy/
“Data Protection Legislation”	The GDPR, the UK Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as replaced, amended or updated from time to time in the UK, and all applicable law relating to data protection and the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
“Documentation”	the documents made available to the Customer by TrustLayer online via https://www.trustlayer.co.uk or such other web address notified by TrustLayer to the Customer from time to time which sets out a description of the Services.

“Effective Date”	means the date on which the Customer purchases any Service(s) and/or the date of first use of the Service(s) whichever occurs soonest (excluding trial periods).
“Fair Usage Policy”	means TrustLayer’s Fair Usage Policy applicable to WS and CASB, as amended from time to time, made available to the Customer by TrustLayer online via the Product Help Portal: https://help.clouduss.com/product-web-security/fair-usage-policy
“Free Trial”	a free of charge trial of the USS platform and Services which typically lasts for thirty (30) days.
“GDPR”	means (i) the General Data Protection Regulation (EU) 2016/679 (“EU GDPR”) or (ii) the General Data Protection Regulation (EU) 2016/679 as applicable as part of United Kingdom domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended) (“UK GDPR”), in each case as applicable to the processing of Personal Data.
“Intellectual Property Rights”	patents, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Mailbox”	A mailbox is the storage location of electronic mail messages found on a remote server or downloaded to the user's device. Email client software typically organise messages into separate folders including inbox and sent items.
“Normal Business Hours”	9.00 am to 5.30 pm local time, each Business Day.
“Order”	An email, purchase order or online order for one or more of the Services.
“Personal Data”	has the meaning set out in our Data Processing Agreement.
“Privacy Policy”	means TrustLayer’s Privacy Policy, as amended from time to time, made available to Customers by TrustLayer online via its website: https://www.trustlayer.co.uk/privacy-policy/
“Product Usage Policy”	means TrustLayer’s Product Usage Policy, as amended from time to time, made available to the Customer by TrustLayer online via the Product Help Portal: https://help.clouduss.com/platform-general/understanding-product-usage
“Reseller”	means an authorised reseller of TrustLayer’s Services.
“Services”	the Service(s) provided by TrustLayer to the Customer on these Terms, to include Email Security (EMS), Web Security (WS), Cloud Application Security (CASB), MFA powered by Entrust (MFA), Compliant Email Archive (CEMA), Autonomous Security Engine (ASE), Security Awareness Training (SAT) and Posture Management (SPM), as more particularly described in the Documentation. Other Services may be added by TrustLayer at any time.
“SLA”	TrustLayer's Service Level Agreement for providing support in relation to the Services contained in Module E.
“Software”	means any software forming part of or included in Services.

“Subscription(s)”	the subscriptions purchased by the Customer which enable the Customer to apply the applicable Service(s) to its Users in accordance with these Terms.
“Subscription Fees”	means the fees payable by the Customer to TrustLayer (whether or not through a Reseller) for the applicable Service(s), as notified/invoiced by TrustLayer.
“Term”	means the agreed contract length, as set out in the Order, with effect from the Effective Date.
“TrustLayer”, “us” or “we”	means TrustLayer Limited (Company No. 09091083), the registered office of which is at The Granary 2 Manor Court, Herriard, Basingstoke, Hampshire, RG25 2PH, United Kingdom.
“Users”	those employees, agents and independent contractors of the Customer, who the Customer wishes to be subject to the Services.
“Year”	means a 12-month period from the Effective Date.
“Virus”	any thing or device (including any software, code, file , program, script or agent) 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 program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience.

1.2 In this Contract, clause headings shall not affect its interpretation; a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular; a reference to one gender shall include a reference to the other

genders; a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to writing or written includes e-mail.

2. The Contract:

2.1 Any quotation given by TrustLayer shall be valid for thirty (30) calendar days from the date of the quotation (provided we have not previously withdrawn it) unless a different period is stated in writing on the quotation.

2.2 An Order constitutes an offer by you to license the relevant Service(s) in accordance with these Terms. An Order shall be deemed to be accepted by us, and the Contract shall come into existence, on confirmation of the Order to you or on first use of the Service(s) (whichever is soonest).

3. Use of TrustLayer Services:

3.1 The Service(s) and Software are licensed to you in accordance with this MSA for internal business use by your organisation and you agree not to use the Service(s) / Software / Documentation for any resale purposes (unless you are a legal and authorised Reseller of our Services pursuant to a Reseller agreement executed between the parties or you are a legal and authorised sub-Reseller of our Services pursuant to a Distribution Agreement executed between us and the Distributor), or to provide any service to any third party (whether or not for reward).

3.2 TrustLayer warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this MSA.

3.3 In relation to Users, you undertake that the maximum number of Users that will be subject to the Service(s) / Software shall not exceed the number of Subscriptions you have purchased from time to time. If you exceed the number of Subscriptions purchased, you agree to pay additional Subscription Fees in respect of the additional Subscriptions / Users.

3.4 In respect of EMS and CEA, you undertake that the maximum number of Mailboxes that will be subject to the Service(s) / Software shall not exceed the number of Subscriptions you have purchased from time to time. If you exceed the number of Subscriptions purchased you agree to pay additional Subscription Fees in respect of the additional Mailboxes, backdated to the point of over-usage.

3.5 In the event that a Mailbox is converted to a Shared Mailbox part way through a month you will be invoiced in respect of the entire month. There will be no charge thereafter.

- 3.6 Please note that Disabled Mailboxes are chargeable. If you wish to avoid such charges, you are responsible for converting any Disabled Mailboxes to Shared Mailboxes (subject to clause 3.5 above).
- 3.7 You agree to be bound by the terms of our:
- (a) Product Usage Policy, as amended from time to time, which can be found at: <https://help.clouduss.com/platform-general/understanding-product-usage>;
 - (b) Fair Usage Policy, as amended from time to time, which can be found at: <https://help.clouduss.com/product-web-security/fair-usage-policy>. Our Fair Usage Policy is only applicable to Customers purchasing CASB and WS; and
 - (c) Bulk Email Terms and Conditions, as amended from time to time, which can be found at: <https://help.clouduss.com/ems-knowledge-base/bulk-email-terms-and-conditions>. Our Bulk Email Terms and Conditions are only applicable to Customers purchasing Email Security, and you acknowledge that TrustLayer will process the Personal Data of individuals at the Customer and their end users in accordance with the terms of our Privacy Policy, as amended from time to time, which can be found at: <https://www.trustlayer.co.uk/privacy-policy/>
 - (d) Data Processing Agreement, as amended from time to time, which can be found at: <https://trustlayer.co.uk/legal-policy/>. Our DPA is applicable to all Customers.
- 3.8 You shall:
- (a) provide us with:
 - (i) all necessary co-operation in relation to this MSA; and
 - (ii) all necessary access to such information as may be required by us;in order to provide the Service(s), including but not limited to Customer Data, security access information and configuration services;
 - (b) comply with all applicable laws and regulations with respect to your activities for which the Service(s) / Software / Documentation are provided; and
 - (c) be responsible for set up and maintenance of accounts and Customer Data to ensure accurate usage reporting.

3.9 We shall be free to enter into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this MSA.

3.10 The rights provided under this clause 3 are granted to you only and shall not be considered granted to any subsidiary or holding company of you as the Customer.

4. Restrictions:

4.1 Except as expressly authorised under this MSA, or as permitted by any applicable law (which is incapable of exclusion by agreement between the parties), you undertake:

- (a) not to copy, frame, mirror or republish the Software or Documentation except where such copying is incidental to normal use of the Software nor access the Software in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services or to copy any ideas, features, functions or graphics of the Services or the data contained therein;
- (b) not to rent, sell, lease, sub-license, loan, pledge, translate, merge, transfer, assign, distribute, display, disclose, adapt, vary, modify or otherwise commercially exploit the Software or Documentation;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to attempt to circumvent or disable any restriction or entitlement mechanism that is present or embedded in the Software;
- (e) not to disassemble, decompile, reverse-engineer, create derivative works based on the whole or any part of the Software, nor otherwise attempt to derive any of the Software, source code or Documentation, nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Software with another software program, and provided that the information obtained by you during such activities:

- (i) is used only for the purpose of achieving inter-operability of the Software with another software program; and
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party and no passwords or log-in information is shared with third parties (without prior written consent); and
 - (iii) is not used to create any software which is substantially similar to the Software;
- (f) not to publicly display or publicly perform the Software (without prior written consent);
- (g) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (h) to use all reasonable endeavours to prevent any unauthorised access, or use of, the Software and/or Documentation and in the event of any such unauthorised access or use promptly notify us when you become aware of such unauthorised access or use;
- (i) to supervise and control use of the Software and ensure that the Software is used by your employees, agents and representatives in accordance with the USS terms (contained in Module B) and EMS terms (contained in Module C);
- (j) to include our copyright notice on all entire and partial copies you make of the Software on any medium;
- (k) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your authorised users without prior written consent from us;
- (l) not to send, access, store, distribute or transmit any Viruses, or any material during the course of your use of the Software and Documents that is: (i) unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; (vi) is otherwise illegal or causes damage or injury to any person or property; or (vii) is morally

distasteful, and we reserve the right, without prejudice or liability to our other rights to you, to disable your access to any material that breaches the provisions of this clause;

- (m) not to violate the privacy rights of any person. Do not collect or disclose any information about an identified or identifiable individual protected under Data Protection Legislation without a lawful basis, (including (where necessary) their consent). Do not co-operate or facilitate identity theft;
- (n) not to allow or permit access to any computer or communications system without authorization, including the computers used to provide the Services. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a Virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system or website. Do not attempt to access or otherwise interfere with the accounts of users of the Service or the Service itself;
- (o) not to use the Service in any way which may degrade or negatively influence the goodwill or reputation of TrustLayer, customers, partners or any other third party; and
- (p) to comply with all applicable technology control, applicable laws, rules, export controls, regulations and all Data Protection Legislation.

4.2 We reserve the right to investigate the violation of this clause 4 or misuse of the Services. We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators or other appropriate third parties. Our reporting may include disclosing appropriate Customer and/or User information. We also may co-operate with appropriate law enforcement agencies, regulators or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing same related to alleged violations of the Clause. If you become aware of any violation of this clause, you agree to immediately notify us and provide us with assistance, as requested, to stop or remedy the violation.

5. Fees and payment:

5.1 If the Customer is purchasing the Service(s) through a Reseller:

- 5.1.1 All Subscription Fees must be paid by you in accordance with the payment terms in your agreement with the Reseller.

- 5.1.2 In the event that the Reseller does not pay us the Subscription Fees due in respect of the Service(s) provided to you, we reserve the right to request proof that you have made payment in full to the Reseller in respect of the applicable Subscription Fees.
 - 5.1.3 Failure to provide proof of payment within 14 days after being notified in writing to provide such proof in accordance with clause 5.1.2 above may result in the suspension, or termination, of the Service(s) provided to you.
 - 5.1.4 In the event that we do not have end customer details, and these are not provided by the Reseller within 14 days of our request for them, we reserve the right to suspend, or terminate, the Service(s) provided to you, without any liability.
 - 5.1.5 If you do not pay the Subscription Fees in full in cleared funds to the Reseller by the date specified by us, we reserve the right, by notice to you, to require payment of the Subscription Fees direct to us immediately and to issue an invoice for such fees, on the basis that you have accepted the terms of this MSA and have thereby entered a Contract with us for the Service(s). In relation to such Contract, the minimum subscription Term will be 12 months from the date of our notice above, the Subscription Fees charged will be payable annually in advance and will be either (a) the Subscription Fees agreed by the Reseller with you or (b) our current retail price for such Services, as decided by us in our absolute discretion. Where this sub-clause applies, sub-clauses 5.2.3 and 5.2.4 will also apply.
- 5.2 If the Customer is purchasing directly:
- 5.2.1 Unless otherwise agreed, the Subscription Fees payable by you for the Service(s) shall be the price set out in the quotation and/or our invoice.
 - 5.2.2 Subscription Fees are payable in advance and all invoices must be paid in full within thirty (30) days of the invoice date, free of deduction, set-off or counterclaim. If you are required by any applicable law to withhold any part of any amount payable to us, you shall at the time of payment of our invoice make an additional payment to us equal to the amount of such withholding.
 - 5.2.3 You are responsible for all taxes, charges, levies, assessment and other fees of any kind imposed by governmental or other authority in respect of the purchase or implementation of the Service(s).

- 5.2.4 If any sum payable to us is not paid by the date on which it is due, then (without prejudice to any other available remedy) interest will accrue on the overdue amount at the statutory rate for the time being in force under the Late Payment of Commercial Debts (Interest) Act 1998 and we reserve the right in our discretion to suspend your rights to use the Service(s) and/or (without prejudice to any claim against the Customer) to terminate the Contract on written notice to the Customer. Where interest on any sum due accrues to us in accordance with this clause, any payment later received will be applied first in payment of the interest due, and secondly in reduction of the indebtedness. If you fail to pay our invoices within our payment terms, we reserve the right to instruct a Debt Collection Agency to recover the sums due and owing from you, together with compensation, the Agency's fees and any other costs and liabilities we have incurred in recovering the debt.
- 5.3 All invoices rendered in respect of additional Subscription Fees payable for over-usage (in accordance with clauses 3.3 and 3.4 above) will be subject to the same payment terms as detailed above in clauses 5.1 and 5.2 (as applicable).
- 5.4 Monthly Billing:
- 5.4.1 Unless otherwise agreed, the Subscription Fees payable by you for the Service(s) shall be the agreed price set out in the agreement and/or our invoice.
- 5.4.2 Monthly Fees are invoiced in arrears on or near the last day of the month and all invoices must be paid in full within thirty (30) days of the invoice date, free of deduction, set-off or counterclaim. If you are required by any applicable law to withhold any part of any amount payable to us, you shall at the time of payment of our invoice make an additional payment to us equal to the amount of such withholding.
- 5.4.3 Monthly Fees are based on actual usage for the preceding month and are billed in line with the Product Usage Policy.
- 5.4.4 Monthly Fees are charged in full for the month of termination.
- 5.4.5 You are responsible for all taxes, charges, levies, assessment and other fees of any kind imposed by governmental or other authority in respect of the purchase or implementation of the Service(s).
- 5.4.6 If any sum payable to us is not paid by the date on which it is due, then (without prejudice to any other available remedy) interest will accrue on the overdue amount at

the statutory rate for the time being in force under the Late Payment of Commercial Debts (Interest) Act 1998 and we reserve the right in our discretion to suspend your rights to use the Service(s) and/or (without prejudice to any claim against the Customer) to terminate the Contract on written notice to the Customer. Where interest on any sum due accrues to us in accordance with this clause, any payment later received will be applied first in payment of the interest due, and secondly in reduction of the indebtedness. If you fail to pay our invoices within our payment terms, we reserve the right to instruct a Debt Collection Agency to recover the sums due and owing from you, together with compensation, the Agency's fees and any other costs and liabilities we have incurred in recovering the debt.

5.5 The Services are sophisticated software products designed to provide protection against a wide range of security risks. To this end it needs to inter-operate with other systems and products in many different configurations. In certain cases, this inter-operation may not be achieved straightaway, for technical reasons relating to the relevant systems and products or their technical/infrastructure environments. We will use our reasonable endeavours to achieve full inter-operation within a reasonable period. For the avoidance of doubt, all invoices are payable in accordance with these Terms even if the use, or full use, of the Service(s) is delayed whilst we do so.

6. Intellectual Property Rights:

6.1 All Intellectual Property Rights (IPR) in and to the Service(s) belong, and shall continue to belong, to TrustLayer. If you do not pay the Subscription Fees when demanded, without prejudice to our other rights and remedies, you will have no right or licence to use our IPR or Services.

6.2 You shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any IPR of TrustLayer and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.

6.3 We make no representation or warranty as to the validity or enforceability of the IPR in the Service(s) nor as to whether the same infringe on any IPR of third parties.

6.4 You shall promptly give notice in writing to us in the event that you become aware of any infringement or suspected infringement of any IPR in or relating to the Service(s).

6.5 You acknowledge that you have no right to have access to the Service(s) / Software in source code form.

7. Confidentiality:

7.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this MSA. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

7.2 Subject to clause 7.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, nor use the other's Confidential Information for any purpose other than the provision and receipt of the Services.

7.3 A party may disclose Confidential Information to its officers, employees, professional advisers, consultants, investors, sub-contractors and contractors engaged by that party ("Representatives") who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this MSA, on the basis that such party takes all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its Representatives in violation of this MSA, informs its Representatives of the confidential nature of information before it is disclosed, and procures that its Representatives comply with the confidentiality obligations of this Clause 7 as if they were the disclosing party. Each party shall be liable for the actions or omissions of its Representatives in relation to the Confidential Information as if they were the actions or omissions of that party.

7.4 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 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 7.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

7.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

- 7.6 You acknowledge that details of the Services, and the results of any performance tests of the Services, constitute our Confidential Information.
- 7.7 We acknowledge that the Customer Data is the Confidential Information of the Customer.
- 7.8 The receiving party agrees that breach of this clause 7 may cause the disclosing party irreparable injury, for which monetary damages would not provide adequate compensation, and that, in addition to any other remedy, the disclosing party may be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 7.9 Upon termination of the Agreement, the receiving party will return copies of all Confidential Information to the disclosing party or provide written confirmation of destruction.
- 7.10 The above provisions of this clause 7 shall survive termination of this Contract for a period of five (5) years thereafter, however arising.

8. Protection and processing of personal data:

- 8.1 Each party agrees to be bound by, and shall comply with, its obligations under the provisions of our Data Protection Agreement (“DPA”) in relation to any Personal Data that it processes under this MSA and the Service(s) provided. The DPA (available at <https://trustlayer.co.uk/legal-policy/>) is incorporated into this Contract by reference as if set out in full herein.
- 8.2 TrustLayer may engage third-party service providers to perform certain obligations under this Agreement. The Company shall remain responsible for the performance of such third parties

9. Limitation of liability and warranties:

- 9.1 The following provisions set out the entire financial liability of TrustLayer (including any liability for the acts or omissions of its employees, agents, sub-contractors, licensors, suppliers and sub-processors) to you in respect of:
- (a) any breach of the Contract howsoever arising; and
 - (b) any representation, misrepresentation (whether innocent or negligent) statement or tortious act or omission (including without limitation negligence) or other legal or equitable claim arising under or in connection with the Contract.
- 9.2 Except as expressly and specifically provided in the Contract, all warranties, conditions and other terms implied by Statute or common law are, to the fullest extent permitted by law, excluded from the Contract. TrustLayer (including any employees, agents, sub-contractors, licensors, suppliers and sub-processors) make no representations, conditions or warranties regarding any third-party

software or third-party service (including any third-party cloud service) with which the Services may inter-operate (including, without limitation, by way of an extension or a third-party integration).

9.3 Nothing in the Contract excludes the liability of TrustLayer:

- (a) for death or personal injury caused by TrustLayer's negligence or the negligence of its personnel, agents or sub-contractors; or
- (b) for fraud or fraudulent misrepresentation.

9.4 Other than in relation to any liability under clause 9.3, subject to clause 9.5, TrustLayer shall not in any circumstances be liable whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (a) loss of profits;
- (b) loss of business;
- (c) depletion of goodwill or similar losses;
- (d) loss of anticipated savings;
- (e) loss of goods;
- (f) loss of use;
- (g) loss, inaccuracy or corruption of data or information;
- (h) cost of procurement of substitute goods or services; or
- (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.5 Other than in relation to any liability under Clause 9.3, TrustLayer's total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance (or non-performance) of the Contract and the Service(s) provided shall in all circumstances be limited to the Subscription Fees actually paid by you to us under the Contract in the twelve (12) months preceding the date on which the claim arose.

9.6 You acknowledge that the Service(s) and Software have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Service(s)/Software as described by us meet your requirements.

9.7 You acknowledge that we do not warrant that your use of our Service(s) will be uninterrupted or error-free. We are not responsible for any delays, delivery failures, system downtime, failure of security mechanisms, or any other loss or damage resulting from the transfer of data over

communications networks and facilities, including email servers and the Internet, and you acknowledge that the Software and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.8 We use our best efforts to prevent any malware or unlawful content getting past our defences, including by using industry standard anti-malware software which is regularly updated, but we cannot guarantee, and do not warrant, that those efforts will be successful in all cases.

9.9 We shall have no liability, and you shall indemnify us and hold us harmless, for the consequences of any changes made by you, or by any third party who is not acting on our behalf, to the configuration of the Services / Software including any alteration of the default rules that are pre-set by us.

9.10 The MSA sets out the full extent of our obligations and liabilities in respect of the supply of the Service(s) / Software / Documentation. Except as expressly stated in this MSA, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Service(s) / Software / Documentation which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law. The Parties agree that the limitations provided herein are essential and that you would not be permitted to use the Software absent the limitations.

9.11 Except as expressly and specifically provided in this MSA:

(a) you assume sole responsibility for results obtained from the use of the Service(s) / Software / Documentation by you, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the Service(s) / Software / Documentation, or any actions taken by us at your direction; and

(b) the Service(s) / Software / Documentation are provided to you on an "as is" basis.

10. Indemnity:

10.1 You shall defend, indemnify and hold harmless TrustLayer 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 your use of the Service(s) / Software / Documentation, provided that:

(a) we give you prompt notice of any such claim;

- (b) we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
 - (c) you are given sole authority to defend or settle the claim.
- 10.2 We shall defend you against any claim made against you that the Service(s) / Software / Documentation infringes any UK patent effective as of the Effective Date or any copyright or UK registered trade mark and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
- (a) you give us prompt notice of any such claim;
 - (b) you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
 - (c) we are given sole authority to defend or settle the claim.
- 10.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Service(s), replace or modify the Service(s) so that they become non-infringing or, if such remedies are not reasonably available, terminate the Service(s) on two (2) Business Days' notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 10.4 In no event shall TrustLayer, its employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- (a) a modification of the Service(s) / Software / Documentation by anyone other than us; or
 - (b) your use of the Service(s) / Software / Documentation in a manner contrary to the instructions given to you by us; or
 - (c) your use of the Service(s) / Software / Documentation after notice of the alleged or actual infringement from us or any appropriate authority.
- 10.5 The foregoing and clause 9 state your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

11. Term, Renewal and Termination:

- 11.1 The Contract shall start upon the Effective Date and continue for the Term unless and until terminated in accordance with this MSA.
- 11.2 You agree that, for non-monthly billed customers, we have the right to, automatically and without notice, renew (each for a minimum period of twelve (12) months per renewal) and invoice any Subscription Fees upon expiration of the Term or then current renewal term (“Renewal Term”). The renewal start date will begin upon expiration of the previous Term or Renewal Term, and you will be responsible for the payment of all Subscription Fees to activate the renewal. Subscription Fees will be reviewed from time to time and may be subject to change. You will be notified of any price change within sixty (60) days prior to the expiration of your current term. In the event that you do not accept any price change, and the Parties are not able to reach a mutually agreeable adjustment to the Subscription Fees, you have the right to terminate the Contract upon thirty (30) days prior written notice from the expiration of the current term.
- 11.3 Unless terminated earlier in accordance with this MSA, the Contract shall continue until terminated by one party giving to the other notice in writing of at least thirty (30) days prior to expiration of the current term when the Contract will auto renew.
- 11.4 We can terminate the provision of the Service(s) immediately if you: commit a material breach of this MSA and/or become insolvent, cease trading, enter into liquidation or generally become unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986 or any analogous event occurs in any relevant jurisdiction.
- 11.5 Upon termination or expiry of the Contract for any reason: (a) the accrued rights of the parties as at termination or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced; and (b) you shall cease to have any right to access or use the Service(s).
- 11.6 The termination of the Contract shall not of itself give rise to any liability on the part of TrustLayer to pay any compensation to you for loss of profits or goodwill, to reimburse you for any costs relating to or resulting from such termination, or for any other loss or damage.
- 11.7 On termination of the Contract for any reason:
- 11.7.1 all rights granted under this MSA shall immediately terminate and you shall immediately cease all use of the Service(s), Software and/or any Documentation upon expiry of the current Term paid for;

- 11.7.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 11.7.3 We may destroy or otherwise dispose of any of your Customer Data in our possession unless we receive no later than ten (10) days after the effective date of the termination of the Service(s) a request to return that Customer Data to you, unless prevented from doing so by law. You shall pay all reasonable expenses incurred by TrustLayer in disposing of Customer Data; and
- 11.7.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this MSA which existed at or before the date of termination shall not be affected or prejudiced.

12. Product End of Life:

- 12.1 We reserve the right to discontinue or terminate any Service, or part of a Service, at any time by providing sixty (60) days' notice to you in writing (unless you are in material breach of the terms of this agreement whereupon we can terminate the Service with immediate effect).
- 12.2 The notice will provide details regarding the end-of-life process, access/use of the affected Service(s) during the notice period and any options for data migration.
- 12.3 We will make reasonable efforts to allow you to migrate your data to an alternative Service or provider during the notice period. It is your responsibility to ensure any data you wish to migrate is transferred before the termination date. After the end-of-life date, access may not be possible and any data not migrated may be deleted or otherwise disposed of in accordance with our data retention policy.
- 12.4 In the event of ending a Service, we will not be liable for any loss or damages incurred by you (in accordance with Clause 9 above). Your exclusive remedy will be limited to the refund of any pre-paid fees in respect of the terminated Service only, pro-rated for the period it was available. Please note that you have no right to terminate any other Service(s) purchased by you and any such Service(s) will continue for the remainder of your Term and will continue/renew in accordance with the terms of this Agreement.

13. Support:

Standard Support will be provided to you by the Reseller, not us, unless approved in advance on a case-by-case basis. Additional chargeable support services may be delivered to you directly by us. Please see Module D for the Terms of our Support Services.

14. Entire agreement:

This Contract constitutes the entire agreement between the parties concerning its subject matter and supersedes and extinguishes any previous understanding, promises, assurances, warranties, representations or agreement, express or implied, and prevails over any drafts, memoranda, letters or other communications. Each party confirms that it has not relied upon any representation or collateral warranty not recorded in this MSA inducing it to enter into the Contract.

15. Assignment:

15.1 You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

16. No partnership or agency:

16.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, nor authorise either party to make or enter into any commitments for or on behalf of the other party except as expressly provided in the MSA.

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17. Force majeure:

Neither party shall in any circumstances be in breach of the MSA nor liable for delay in performing, or failure to perform, any of its obligations under the MSA if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

18. Waiver:

No failure or delay by a party to exercise any right or remedy provided under the MSA or by law

shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Variation:

No variation of the Contract or MSA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. Severability:

If any term or condition of this MSA is held void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision, or part provision, under this clause shall not affect the validity and enforceability of the rest of this MSA.

21. Notices:

Any notice given under the MSA shall be in writing and shall be delivered by hand or by commercial courier or by Royal Mail special delivery posted in the United Kingdom or by email. In the case of hand delivery, commercial courier or Royal Mail special delivery, delivery shall be deemed to take place on actual delivery (or on receipt by the sender of a notice that the addressee has "gone away" or refused to take delivery or any notice having similar effect). In respect of ordinary Royal Mail delivery, delivery shall be deemed to take place on the second Business Day after posting or at the time recorded by the delivery service. Email notices shall take effect on transmission (provided a non-delivery message is not generated) or, if this time falls outside Normal Business Hours, when business hours resume. Notices shall be delivered or posted to the addresses of the parties given above, email addresses appearing on a party's website or letter heading, or to any other United Kingdom address or email address notified in substitution on or after the Effective Date.

22. Third Parties:

A person who is not a party to this MSA shall have no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

23. Governing law:

This MSA and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.

23. Jurisdiction:

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with the MSA, the Contract, its subject matter or its formation (including non-contractual disputes or claims).

Module B – Terms for Unified Security Service (USS) including Web Security (WS), Cloud Application Security (CASB), MFA powered by Entrust (MFA), Compliant Email Archive (CEA), Security Posture Management (SPM), Autonomous Security Engine (ASE) and Security Awareness Training (SAT)

PLEASE READ CAREFULLY BEFORE ORDERING SERVICE(S) or DOWNLOADING ANY SOFTWARE:

These terms (“USS Licence Terms”) apply to the use of our Unified Security Service software that you are buying from us (“USS Software”); and any associated Documentation.

We license use of the USS Software and Documentation to you on the basis of these USS Licence Terms. We do not sell the Software or Documentation to you. We remain the owners of the Software and Documentation at all times.

IMPORTANT NOTICES:

BY CLICKING ON THE "ACCEPT" BUTTON OR BY USING THE USS SOFTWARE YOU AGREE TO THESE USS LICENCE TERMS. THE USS LICENCE TERMS INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN MODULE A CLAUSE 9.

IF YOU DO NOT AGREE TO THE USS LICENCE TERMS, BY EXPRESS OR IMPLIED ACCEPTANCE, WE WILL NOT LICENSE THE USS SOFTWARE AND DOCUMENTATION TO YOU AND YOU MUST DISCONTINUE THE ORDERING PROCESS.

THE PERSON WHO CLICKS ON THE “ACCEPT” BUTTON OR USES THE USS SOFTWARE IS EITHER ENTERING INTO THE USS TERMS WITH US ON THEIR OWN BEHALF OR ON BEHALF OF ANOTHER PERSON. IF ON BEHALF OF ANOTHER PERSON, THEY WARRANT THAT THEY HAVE BEEN DULY AUTHORISED TO DO SO.

THE USS LICENCE TERMS WILL APPLY TO YOUR USE OF THE USS SOFTWARE AND THE DOCUMENTATION IN ALL LICENSING OF THE USS SOFTWARE INCLUDING:

- THE ELEMENTS OF THE USS SOFTWARE THAT ARE HOSTED BY US
- THE ELEMENTS OF THE USS SOFTWARE THAT MAY BE INSTALLED ON ANY USER'S LAPTOP OR OTHER DEVICE
- THE ELEMENTS OF THE USS SOFTWARE THAT MAY BE INSTALLED AS A GATEWAY ON THE LICENSEE'S NETWORK

PLEASE NOTE THAT THE USS SOFTWARE IS A PRODUCT DESIGNED TO PROVIDE YOU WITH A PLATFORM INCORPORATING MULTIPLE SECURITY SERVICES. IT INCLUDES MEASURES THAT CAN INTERCEPT AND PREVENT DATA TRANSMISSIONS. IT IS IMPORTANT THAT YOU UNDERSTAND AND GIVE YOUR CONSENT TO SUCH INTERCEPTION WHICH, BUT FOR THIS CONSENT, WOULD BE IN BREACH OF THE COMPUTER MISUSE ACT 1990. BY ENTERING INTO THIS MSA OR BY USING THE USS SOFTWARE, AND SO ACCEPTING THE TERMS OF THIS MODULE, YOU GIVE THIS CONSENT.

IN ORDER TO OPTIMISE OUR SERVICE TO YOU, WE ALSO SHARE ANONYMIZED TELEMETRY INFORMATION (INCLUDING BUT NOT LIMITED TO DETECTION NAMES, FILE HASHES AND DEVICE CONTENT AND UNIQUE RANDOM ID DEVICES), BOTH IN REAL TIME AND PERIODICALLY, WITH OUR SERVICE PROVIDERS.

PLEASE NOTE THAT THE USS SOFTWARE ALLOWS THE ACTIVITIES OF EMPLOYEES AND OTHER USERS TO BE MONITORED. IN SOME JURISDICTIONS THIS MAY BE UNLAWFUL, OR MAY BE UNLAWFUL WITHOUT CONSENT. YOU ARE RESPONSIBLE FOR ENSURING THAT ALL SUCH MONITORING IS LAWFUL IN THE JURISDICTION(S) IN WHICH YOU USE IT.

IN ORDER TO FACILITATE ACCESS TO AND USE OF THE USS SOFTWARE, WE PROVIDE DEFAULT LISTS OF CATEGORIES ("CATEGORIES"). CATEGORIES ARE PROVIDED SOLELY FOR YOUR USE AND WE DO NOT APPROVE OR ENDORSE ANY CONTENT ACCESSED THROUGH ANY CATEGORIES. WE EXPRESSLY DISCLAIM ANY LIABILITY ARISING FROM OR RELATING TO THE USE OF CATEGORIES BY YOU.

1. Grant and scope of licence:

1.1 In consideration of payment by you of the Subscription Fees and you agreeing to abide by the USS Licence Terms, we grant to you a non-exclusive, non-transferable licence to use the USS Software and the Documentation for the Term.

1.2 You may:

- (a) download and install the non-hosted components of our USS Software and use such components for your internal business purposes only and only by the number of Users agreed between you and us, or between you and a Reseller, and in respect of whom you have paid Subscription Fees;
- (b) use the hosted components of the USS Software via the Internet, again for your internal business purposes only and only by the number of Users agreed between you and us, or between you and a Reseller, and in respect of whom you have paid the Subscription Fees;
- (c) provided you comply with the restrictions in Module A clause 4, make one copy of the non-hosted USS Software components for back-up purposes only.

2. Limited warranty:

2.1 We warrant that:

- (a) the USS Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with its description on the TrustLayer website (“the Description”); and
- (b) that the Description correctly describes the operation of the USS Software in all material respects, for a period of thirty (30) days from the date of your first use of the USS Software (“Warranty Period”).

2.2 If, within the Warranty Period, you notify us in writing of any defect or fault in the USS Software as a result of which it fails to perform substantially in accordance with the Documentation, we will, at our sole option, either repair or replace the USS Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the warranties set out in Clause 2.1.

2.3 The warranty does not apply:

- (a) if the defect or fault in the USS Software results from you, or any party other than us or our duly authorised contractors and agents, having altered or modified the USS Software;
- (b) if the defect or fault is caused by use of the USS Software contrary to our instructions; or

(c) if the defect or fault in the USS Software results from you having used the USS Software in breach of the terms of this USS Licence.

2.4 We do not warrant that your use of the USS Software will be uninterrupted or error-free.

2.5 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including email servers and the internet, and you acknowledge that the USS Software and/or Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3. Web Security AV / Gateway Anti-malware (“WS AV”)

3.1 This Clause 3 (“WS AV Terms”) governs use of the Bitdefender software distributed by TrustLayer as an optional add-on to the WS Agent and Gateway software.

3.2 Limited License:

3.2.1 Subject to the WS AV Terms, TrustLayer grants to you a non-transferable, non-sublicensable, non-exclusive license to use the object code form of the software for your own use, but only in accordance with the technical specification documentation generally made available with the software and these WS AV Terms. “Software” shall also include any documentation and any support and maintenance releases of the same software provided to you.

3.2.2 You are not allowed to create derivate technologies or to use to offer services derived from the software.

3.3 Application Software:

You may install and use the software, on as many computers as necessary with the limitation imposed by the total number of licensed Users. You may make one additional copy for back-up purpose.

3.4 Restrictions:

3.4.1 You shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, and then only with prior written notice to the respective owners;); (b) distribute, sell, sublicense, rent, lease or use the software (or any portion thereof) for time sharing, hosting, provision of services or like purposes; (c) remove any product identification, proprietary, copyright or other notices contained in the software; (d) modify or create a derivative work of any part of the

software; or (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the software. You may not permit third parties to benefit from the use or functionality of software, except as and only to the extent explicitly permitted by the licensing terms, governing use of the third party software.

3.5 Ownership:

3.5.1 Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, TrustLayer and its suppliers have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the software and all copies, modifications and derivative works thereof. You acknowledge that you are obtaining only a limited license right to the software and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to you under these WS AV Terms or otherwise. You acknowledge that Bitdefender has a substantial interest in the software and that Bitdefender is a third-party beneficiary to these WS AV Terms, with the understanding that rights, titles and interest in and to certain third-party software identified are owned by their respective owners.

3.5.2 If requested, you shall certify in writing the number of TrustLayer Agents and/or Gateway(s) you are using. You agree that no more than once annually your use of the software may be audited by TrustLayer or Bitdefender (or an independent auditor working on such party’s behalf) during normal business hours upon reasonable advance written notice for the purpose of verifying your compliance with these WS AV Terms.

3.6 Confidentiality:

You acknowledge that, you may obtain information relating to the software or Bitdefender, including, but not limited to, any code, technology, know-how, ideas, algorithms, testing procedures, structure, interfaces, specifications, documentation, bugs, problem reports, analysis and performance information, and other technical, business, product, and data. You shall not disclose such confidential information to any third party or use it for any purpose other than the use of the software as licensed under these WS AV Terms.

3.7 Warranty Disclaimer:

THE SOFTWARE IS PROVIDED “AS IS” AND NO WARRANTIES ARE MADE TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR ANY SERVICES AND TRUSTLAYER DISCLAIMS ON ITS OWN BEHALF AND THAT OF ITS LICENSORS, INCLUDING BITDEFENDER, ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.8 Limitation of Damages and Remedies:

3.8.1 IN NO EVENT SHALL TRUSTLAYER OR ITS LICENSORS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SOFTWARE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL LIABILITY OWING TO YOU, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE FEES PAID BY YOU WITH RESPECT TO THE SOFTWARE. NEITHER TRUSTLAYER NOR ITS LICENSORS SHALL BE LIABLE FOR LOSS OR INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SYSTEM DOWNTIME, FAILURE OF SECURITY MECHANISMS, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, REGARDLESS OF LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.8.2 THE PARTIES AGREE THAT THE LIMITATIONS OF THIS SECTION ARE ESSENTIAL AND THAT YOU WOULD NOT BE PERMITTED TO USE THE SOFTWARE ABSENT THE TERMS OF THIS SECTION. THIS SECTION SHALL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THESE WS AV TERMS SHALL BE FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

3.8.3 THIS SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THIS SOFTWARE IS NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

3.9 Export Compliance

You acknowledge that the software may be subject to export restrictions by the United States government and import restrictions by certain foreign governments. You shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the software or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv)

otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You agree to the foregoing and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The software is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

3.10 Government Users:

The software is commercial computer software. If the user or licensee of the software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by these WS AV Terms in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The software was developed fully at private expense. All other use is prohibited.

3.11 Termination and Survival:

Upon any termination of these WS AV Terms, you shall immediately cease use of the software and remove all software from your systems. The terms set forth in the sections entitled Restrictions, Ownership, Confidentiality, Warranty Disclaimer, Limitation of Damages and Remedies shall survive any termination of these WS AV Terms.

4. Fair Usage – Web and CASB

4.1 Web Security and CASB (Inline Mode) are licensed by number of users.

4.2 Below, the following terms are used:

Distinct user log entries: Number of unique usernames seen in log entries during a month.

Distinct device log entries: Number of unique MAC addresses seen in log entries without usernames during a month.

Distinct re-occurring device log entries: The subset of the unique MAC addresses that have been logged on at least 3 different days during a month.

Distinct guest device log entries: The subset of the unique MAC addresses that have been logged on up to 2 different days during a month.

4.3 Fixed policy:

The number of distinct usernames must not exceed the number of purchased licenses during a month.

4.4 Fair usage policy 1:

(a) The number of distinct re-occurring device log entries during a month must not add up to more than twice the number of licenses purchased.

(b) This means that 1) On average, each user is allowed to have 2 devices using the service, and 2) Guest devices logging in at most twice during a month will not contribute to the calculation.

4.5 Fair usage policy 2 (“Guest logins”):

The number of distinct guest device log entries during a month must not add up to more than 5 times the number of licenses purchased. This means that on average, every license allows for 5 monthly guests.

Module C – Terms for Email Security (EMS)

PLEASE READ CAREFULLY BEFORE ORDERING SERVICE(S) or DOWNLOADING ANY SOFTWARE:

These terms (“EMS Terms”) apply to the use of our EMS software that you are buying from us (“EMS Software”); and any associated Documentation.

IMPORTANT NOTICES:

BY CLICKING ON THE “ACCEPT” BUTTON OR BY USING THE EMS SOFTWARE, YOU AGREE TO THESE EMS TERMS. THE EMS TERMS INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN MODULE A CLAUSE 9.

IF YOU NOT AGREE TO THESE EMS TERMS, BY EXPRESS OR IMPLIED ACCEPTANCE, WE WILL NOT LICENSE THE EMS SOFTWARE AND DOCUMENTATION TO YOU AND YOU MUST DISCONTINUE THE ORDERING PROCESS.

THE PERSON WHO CLICKS ON THE “ACCEPT” BUTTON OR USES THE EMS SOFTWARE IS EITHER ENTERING INTO THIS LICENSE WITH US ON THEIR OWN BEHALF OR ON BEHALF OF ANOTHER PERSON. IF ON BEHALF OF ANOTHER PERSON, THEY WARRANT THAT THEY HAVE BEEN DULY AUTHORISED TO DO SO.

PLEASE NOTE THAT THE EMS SOFTWARE IS A PRODUCT DESIGNED TO PROVIDE YOU WITH EMAIL SECURITY. IT INCLUDES MEASURES THAT CAN INTERCEPT AND PREVENT EMAIL AND DATA TRANSMISSIONS. IT IS IMPORTANT THAT YOU UNDERSTAND AND GIVE YOUR CONSENT TO SUCH INTERCEPTION WHICH, BUT FOR THIS CONSENT, WOULD BE IN BREACH OF THE COMPUTER MISUSE ACT 1990. BY CLICKING ON THE “ACCEPT” BUTTON OR BY USING THE EMS SOFTWARE AND SO ACCEPTING THE TERMS OF THIS MODULE, YOU GIVE THIS CONSENT.

IN ORDER TO OPTIMISE OUR SERVICE TO YOU, WE ALSO SHARE ANONYMIZED TELEMETRY INFORMATION (INCLUDING BUT NOT LIMITED TO DETECTION NAMES, FILE HASHES AND DEVICE CONTENT AND UNIQUE RANDOM ID DEVICES), BOTH IN REAL TIME AND PERIODICALLY, WITH OUR SERVICE PROVIDERS.

PLEASE NOTE THAT THE EMS SOFTWARE ALLOWS THE ACTIVITIES OF EMPLOYEES AND OTHER USERS TO BE MONITORED. IN SOME JURISDICTIONS THIS MAY BE UNLAWFUL, OR MAY BE UNLAWFUL WITHOUT CONSENT. YOU ARE RESPONSIBLE FOR ENSURING THAT ALL SUCH MONITORING IS LAWFUL IN THE JURISDICTION(S) IN WHICH YOU USE IT.

1. Grant and scope of licence:

- 1.1 In consideration of payment by you of the Subscription Fees and you agreeing to abide by the EMS Terms, we grant to you a non-exclusive, non-transferable licence to use the EMS Software and the Documentation for the Term.

Module D – Terms for Support Services

1. Standard Support (Level 1):

- 1.1 Standard Support (Level 1 Support) is provided online via the TrustLayer website. Online Customer support for TrustLayer services is available Monday to Friday, 8.00 am to 5.00pm UK time (“Standard Support Hours”).
- 1.2 You can open a support ticket at: <https://www.TrustLayer.co.uk/support/>. You will receive a case number by email which you can use to track the progress of your issue through to resolution.
- 1.3 Full details, and a Knowledge Base, are available at: <https://www.TrustLayer.co.uk/support/>.

2. Extended Support Levels:

2.1 Level 2 Support

2.1.1 Level 2 Support is available Monday to Friday, 8.00am to 5.00pm UK time. In addition to Online Support, Live Chat via the TrustLayer website is also available to customers that purchase Level 2 Support. Simply click the “Chat Now” button to connect to one of our technical support engineers.

2.1.2 Level 2 Support also includes telephone support Monday to Friday, 8.00am to 5.00pm UK time. To contact our Support Team please call:

From UK: 0845 230 9590 (select option 2)

Outside UK: +44 (0)845 230 9590 (select option 2)

2.2 Level 3 Support

Level 3 Support includes 24x7 telephone support. Customers that purchase Level 3 support have 24-hour access to our technical support engineers. Outside Level 2 telephone support hours customers should call the 24x7 telephone number provided when Level 3 Support was purchased.

3. Out of hours Emergency Support:

Level 1 and Level 2 Support customers can send an emergency support email to:

support@TrustLayer.co.uk outside of Standard Support Hours and someone will contact you as soon as possible. Please note, this service is restricted to Priority 1 Issues only (see #4 “Issue Levels”). Normal support channels should be used for non-critical requests. Please see below for details of how TrustLayer classifies the support tickets received.

4. Issue Levels:

The following table provides a description of the different issue categories, based on their severity and impact, that TrustLayer uses to assign a priority to individual support cases.

Category	Description
Priority 1 (Critical)	Infrastructure outage, service disruption, system not available and no workaround exists.
Priority 2 Degraded (High)	The service is usable but degraded. Significant reduction experienced in system performance or unavailability of a specific function. Failure of one or more system functions making use of the systems difficult (e.g., service still running and operational, but not at full capacity).
Priority 3 General (Medium)	A problem, which is outside of the expected operation of the service but causes only minor inconvenience to the customer, requests for information, service requests or feature requests.

5. Response times

5.1 TrustLayer will use commercially reasonable efforts to respond within the timescales below following the submission of a support request.

Severity Level	Hours (GMT)	Standard Support Target Response
Priority 1 (Critical)	8 AM – 12 AM*	< 4 Business Hours email only
Priority 2 Degraded (High)	8 AM – 12 AM*	< 6 Business Hours email only
Priority 3 General (Medium)	8 AM – 12 AM*	Next Business Day (NBD) email only

*Monday to Friday

1.2 Please note that the Customer is responsible for notifying TrustLayer support as soon as possible in the event of a critical or high service issue.

1.3 The USS platform status can be viewed by visiting <https://status.clouduss.com> which also offers the facility to subscribe to alerts and notifications. This page also details any scheduled maintenance which may affect the platform.

Module E – Service Level Agreement (SLA)

1. Introduction:

- 1.1 We are committed to providing top quality service levels in respect of all TrustLayer Services, to all Customers.
- 1.2 This service level agreement (“SLA”) defines the framework for measuring the service levels offered to Customers and what they can expect from TrustLayer in respect of the reliability of the Service(s) provided, and our response times. Appendix 1 to 4 form part of this SLA and shall have effect as if set out in full in the body of this SLA. Any reference to this SLA includes Appendices 1 to 4.
- 1.3 This SLA only applies to Customers (defined as end users) and does not apply to any third parties including resellers or distributors.

2. Related documents:

- 2.1 This SLA is subject to the Terms of the MSA and the applicable Modules, together with our current privacy policy which can be found at <https://www.trustlayer.co.uk/privacy-policy/>
- 2.2 We reserve the right to amend any of these documents at any time without notice.

3. Eligibility:

- 3.1 Customers who subscribe to our Service(s) are subject to this SLA. This SLA only applies to Customers who have active accounts.
- 3.2 This SLA does not apply:
 - to trial or evaluation Customers;
 - where you have used the cloud service for a period of thirty (30) days or less;
 - where you are not up to date on payment of your Subscription Fees for the Service(s) at the time of a Claimed Outage;
 - where you have not paid your Subscription Fees for the Service(s) when due two (2) or more times in the previous twelve (12) calendar months;
 - where you have failed to report the unavailability in accordance with the procedure detailed below;
 - where the cloud service is incorrectly configured by you;
 - where you provide incorrect or inaccurate information to us;

- where your applications, equipment or internet connection has failed;
- where the Service(s) are not available due to system administration, commands or file transfers performed by you;
- where you are misusing the Service(s) or are otherwise in violation of the MSA;
- where there are problems with your, or a third party's, hardware or software, or problems caused by third parties who gain access to the cloud services using your accounts or equipment;
- where there is a network unavailability outside of our controlled systems (servers, hardware, and associated software) that are responsible for delivering the cloud service;
- where there are problems with your routing infrastructure (eg identity provider or secure web proxy of a third party);
- for hosted email security, where an account is not configured to use two or more co-location sites (clusters);
- where you have acted as an open relay or open proxy, or have been using the Service(s) to send spam or viruses, or are otherwise misusing the Service(s);
- where the failure of meeting the terms of this SLA is based upon reasons beyond our reasonable control;
- where there has been a violation by you, your personnel or anyone engaged by you of the Computer Misuse Act; or
- when we are performing scheduled or routine maintenance of the Service(s), where you have been notified of the maintenance no less than five (5) Business Days in advance, or as otherwise set out below.

3.3 Please note that the administration portals are excluded from this SLA, and are not considered part of the core functionality of the Service(s).

4. Service Details:

4.1 The Services covered under this SLA are listed below:

- Email Security Service ("EMS")
- Web Security Service ("WS")
- Cloud Application Security ("CASB")
- Security Posture Management ("SPM")
- Multi-Factor Authentication powered by Entrust ("MFA")

Known all together as "the Services".

4.2 Scheduled downtime: If downtime is scheduled, for example for scheduled maintenance, then notices will be emailed to the technical contact set up in the account profile at least five (5) Business Days in advance.

5. Service Standards:

The service availability for the Services listed in clause 4.1 above is 99.999% (unless otherwise stated in the appendices to this MSA).

6. Service Credits:

6.1 The following terms and definitions are used:

“Claimed Outage” means the period, measured in minutes, during which you claim a loss of service and/or the level of performance has failed to meet the monthly uptime commitment.

“Excluded Minutes” means the period of any outage that is attributed to one or more of the SLA Credit Exclusions (detailed in clause 3.2 and 3.3) during a Measurement Period.

“Measurement Period” means the month in which the Claimed Outage occurred.

“Verified Outage” means a Claimed Outage for a service that has been verified by us.

6.2 In the event of Service Unavailability, where we do not meet the monthly uptime percentage commitments for any calendar month detailed in clause 5 and the relevant appendices to this MSA, you will be eligible to receive Service Credits calculated and applied as follows:

6.2.1 following a claim submitted by you in accordance with clause 7 below, where we have verified the claim, we will credit your account with one (1) day’s Service Credit for each two (2) full hours period of Service Unavailability (“Service Credits”);

6.2.2 The issuance of Service Credits is subject to a maximum credit of five (5) days in any one calendar month.

6.3 Service Credits will be issued for all Services impacted by the Verified Outage as detailed in your claim. One claim cannot result in multiple Service Credits for different Services.

7. Procedure to claim Service Credits:

7.1 In order to receive a Service Credit under this SLA, you must follow the procedures described below:

7.1.1 A Claimed Outage must be reported to our Technical Support Team within seven (7) calendar days following the end of the Claimed Outage; and

- 7.1.2 The report must include Service name(s), dates and times of the Claimed Outage, error messages received (if any), test reporting (if any), contact information and a full description of the interruption.
- 7.2 We will review the Claimed Outage against Verified Outage(s) within a reasonable time following receipt of the claim, using all information reasonably available in order to calculate the outage length, including analysis of service data immediately prior to the Claimed Outage. You will work with us, if requested, to verify the accuracy of the reports and information provided to us so we, acting reasonably, may confirm that the Claimed Outage occurred. An SLA Credit will be issued if the claim is determined to be valid by us. Our determination of the validity of claims is final. Your failure to provide the credit request and/or the information required above will disqualify you from receiving a Service Credit.
- 7.3 You agree to continue to make pay the Subscription Fees in full for Services while a Claimed Outage is being reviewed or a SLA Credit is being determined.
- 7.4 The SLA Credit will be applied against future charges only. SLA Credits may not be used to reduce the payments due in any term below zero.
8. **Remedies:**
The issuance of SLA Credits are your sole and exclusive remedy for any failure by us to satisfy the requirements set forth in this SLA.
9. **Amendment:**
We reserve the right to amend or cancel this SLA from time to time, in its sole discretion, with or without notice.

Appendix 1 - Email Security Service (“EMS”)

1. Definitions:

The following terms are used:

“Availability” or “Available” is defined as the delivery of email messages to and from your mail server.

“Known Virus” is defined as a virus which has already been identified and a virus definition has been made available by one of the anti-virus services whose technology is used within our EMS, at least thirty (30) minutes before the time the email was processed by the EMS.

“Service Unavailability” is defined as the inability of the EMS to receive and process email substantially in accordance with the published online documentation and measured during any given calendar month.

2. Availability:

Our EMS will be Available 99.999% of the time.

3. Virus Detection:

3.1 We will protect you from infection by 100% of all Known Viruses contained inside email that has passed through the EMS. This excludes links (URLs) inside email messages that take you to a website where viruses can be downloaded.

3.2 In the event that one or more Known Viruses in any calendar month passes through the EMS undetected and infects your systems, following a request submitted by you in accordance with the procedure detailed above in clause 7 of the SLA, we will credit you with one (1) day’s Service Credit, subject to you providing evidence acceptable to us that the EMS failed to detect the Known Virus within seven (7) Business Days of the Virus infection, and the claim being approved.

3.3 The Virus Detection SLA for EMS will not apply if: (a) the virus was contained inside an email that could not be analysed by the EMS, such as encrypted email or a password protected file; (b) the Virus infection occurred because an email which had been identified as containing a Virus was released by us on your request, or released by you through the administration portal; or (c) there is deliberate self-infection by you.

4. SPAM Detection:

4.1 Certain SPAM will be detected at a rate of 99.9% or above during each calendar month.

4.2 The SPAM detection rates do not apply to emails using a non-English or non-European language or emails sent to invalid mailboxes.

4.3 In the event that certain SPAM detection rates drop below 99.9% in any one (1) calendar month, following a request submitted by the Customer in accordance with the procedure detailed above in Clause 7 of the SLA, TrustLayer will credit the Customer with one (1) day's Service Credit if the claim is approved.

Appendix 2 - Web Security Service (“WS”)

1. Definitions:

The following terms are used:

“Availability” or “Available” is defined as the ability to request, process and receive web content.

“Known Virus” is defined as a virus which has already been identified and a virus definition has been made available by one of the anti-virus services whose technology is used within our WS, at least thirty (30) minutes before the time the web request was processed by the WS.

“Service Unavailability” is defined as the inability of the WS to request, process and receive web content substantially in accordance with the published online documentation for the WS, and measured during any given calendar month.

2. Availability:

Our WS will be Available 99.999% of the time.

3. Virus Detection:

3.1 For Customers subscribing to the optional additional Gateway Anti-virus module we will protect you from infection by 100% of all Known Viruses contained inside web content that has passed through our WS Agent and our Cloud Gateway deployed as part of the WS.

3.2 In the event that one or more Known Viruses in any calendar month passes through the WS undetected and infects your systems, following a request submitted by you in accordance with the procedure detailed above in clause 7 of the SLA, we will credit you with one (1) day’s Service Credit, subject to you providing evidence acceptable to us that the WS failed to detect the Known Virus within seven (7) Business Days of the Virus infection and the claim being approved.

3.3 The Virus Detection SLA for WS will not apply if: (a) the virus was contained inside web content that could not be analysed by the WS - for example but not limited to a feature not being correctly deployed or configured that would have given the WS access to HTTPS encrypted content; (b) the Virus infection occurred because of a bypass rule configured by you; or (c) there is deliberate self-infection by you.

Appendix 3 – Cloud Application Security (“CASB”)

1. Definitions:

The following terms are used:

“Availability” or “Available” is defined as the ability to request, process and receive cloud application content.

“Known Virus” is defined as a virus which has already been identified and a virus definition has been made available by one of the anti-virus services whose technology is used within our CASB, at least thirty (30) minutes before the time the web request was processed by the CASB.

“Service Unavailability” is defined as the inability of the CASB to request, process and receive cloud application content substantially in accordance with the published online documentation for the CASB, and measured during any given calendar month.

2. Availability:

Our CASB will be Available 99.999% of the time.

3. Virus Detection:

3.1 For Customers subscribing to the optional additional Gateway Anti-virus module we will protect you from infection by 100% of all Known Viruses contained inside cloud application content that has passed through our Cloud Gateway deployed as part of the CASB.

3.2 In the event that one or more Known Viruses in any calendar month passes through the CASB undetected and infects your systems, following a request submitted by you in accordance with the procedure detailed above in clause 7 of the SLA, we will credit you with one (1) day’s Service Credit, subject to you providing evidence acceptable to us that the CASB failed to detect the Known Virus within seven (7) Business Days of the Virus infection and the claim being approved.

3.3 The Virus Detection SLA for CASB will not apply if: (a) the virus was contained inside cloud application content that could not be analysed by the CASB – for example but not limited to a feature not being correctly deployed or configured that would have given the CASB access to HTTPS encrypted content; (b) the Virus infection occurred because of a bypass rule configured by you; or (c) there is deliberate self-infection by you.

Appendix 4 – Multi-factor Authentication powered by Entrust (“MFA”)

1. Definitions:

The following terms are used:

“Availability” or “Available” is defined as the ability to use the service to authenticate user identity in order to gain access to protected services, systems and applications.

“Service Unavailability” is defined as a state during which authorized users are unable to use the Cloud Components to authenticate user identity in order to gain access to protected services, systems and applications. Service Unavailability does not include any unavailability that results from: (a) suspension or termination of the Service pursuant to the terms of the Agreement, (b) factors outside of our reasonable control, including without limitation, any force majeure event, internet accessibility problem beyond our ISP environment, network, software, equipment or other technology, (c) the licensed software hosted by you, and (d) any maintenance window for scheduled routine system maintenance.

2. Availability:

Our MFA powered by Entrust service will be Available at least 99.9% during each calendar month.