

Clew Technology Platform Terms of Use

These Platform Terms of Use (“**Terms**”) apply to any order form (“**Order Form**”) incorporating these Terms for which Customer may use the Technology Platform. Corporate Governance Risk operates under the trading name “Clew Software” and all references to “Clew” in these Terms refer to Corporate Governance Risk entity as specified in the applicable Order Form. References to this Agreement mean the Order Form, the Appendices and any executed statements of work between the parties, together with these Terms. Capitalised terms shall have the meanings given to them in the Order Form unless otherwise defined in these Terms.

1. Technology Platform

1.1 Clew will make its platform (“**Technology Platform**”) available to Customer pursuant to this Agreement and grants to the Customer a limited, revocable, non-sublicensable, non-exclusive, non-transferable right during the Term to allow the Customer’s authorized employees and contractors (“**Users**”) to access and use the Technology Platform, subject to any Usage Limitations set forth in the applicable Order Form. The Customer is responsible for all activities conducted under the Users logins on the Technology Platform.

1.2 Clew will maintain a security program materially in accordance with industry standards designed to: (a) ensure the security of data uploaded or made available to the Technology Platform by Customer and output produced for Customer via use of the Technology Platform by Customer (collectively, “**Customer Data**”); and (b) prevent unauthorised access to Customer Data. Clew’s security safeguards include measures for preventing access, modification or disclosure of Customer Data by Clew personnel except: (i) to provide the Technology Platform and prevent or address problems; (ii) as required by applicable law; or (iii) as permitted herein or by Customer. Clew will not materially diminish the protections provided herein.

1.3 The rights granted herein are subject to the following “**Licence Restrictions**”. Customer will not directly or indirectly: (a) reverse engineer, decompile (except to the extent that such actions cannot be restricted under applicable law), modify, create derivative works of or otherwise create or derive the Technology Platform’s source code; (b) breach the security of the Technology Platform or render it unusable for any user; (c) use the Technology Platform or Clew Confidential Information to develop a product or service that competes with Clew; (d) transfer, resell, license, or assign the Technology Platform; or (e) use the Technology Platform in violation of applicable law, to infringe third party rights or outside the scope permitted hereunder. If Clew processes personal data on behalf of Customer when providing any services in connection with this Agreement, the data processing terms found at this [link](#) shall apply. Unless authorised in the Order Form or otherwise by Clew in writing, Customer agrees not to upload to the Technology Platform any special category of personal data that, pursuant to applicable data protection laws, require higher levels of protection due to its sensitive nature.

1.4 Customer: (a) will comply with applicable laws; (b) will provide (in a diligent and timely manner) all cooperation, personnel and materials specified by Clew; (c) is responsible for all use of the Technology Platform under its account (including all permission settings managed through its account) and for ensuring it is authorised to use and make available all Customer Data to the Technology Platform; (d) will use reasonable endeavours to prevent unauthorised access to the Technology Platform and notify Clew promptly of any unauthorised access; and (e) is solely responsible for obtaining and maintaining any equipment, software and ancillary services needed to use the Technology Platform. Open source libraries are provided in connection with the Technology Platform, are made available on request and are licensed pursuant to the terms of the applicable open source licence.

2. Professional Services

2.1 Clew and Customer may enter into statements of work relating to specific professional services to be performed by Clew (“**Professional Services**”). Each statement of work executed by the parties (“**Statement of Work**”) will form a part of and will be subject to the terms of this Agreement. Customer may submit to Clew written requests to change the scope of Professional Services described in a Statement of Work (each such request,

a “**Change Order Request**”). If Clew elects to consider such a Change Order Request, then Clew will promptly notify Customer if it believes that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the Professional Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or Statement of Work, as applicable. Clew will continue to perform Professional Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

3. Updates and Support

3.1 Updates for the Technology Platform (“**Updates**”) will be provided from time to time by Clew and the Customer shall accept and assist with the implementation of the Updates when they are made generally available.

3.2 During the Term, Clew shall provide the Customer its standard support services in accordance with the Service Level Agreement appended to these Terms, conditional upon Customer’s compliance with clause 3.1. The Technology Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Clew or by third-party providers, or because of other causes beyond Clew’s reasonable control, but Clew shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

4. Fees

4.1 Customer will pay Clew the fees set forth in the Order Form and any applicable Statements of Work within 30 days of receipt of Clew’s invoice. Except as otherwise specified, fees are: (a) payable in the currency set forth in the Order Form or Statements of Work (as applicable); and (b) non-cancellable, non-pro-ratable for partial months, and non-refundable, except as set forth herein.

4.2 Fees for each year of the Term shall be set out in the Order Form. Unless otherwise specified in a renewal Order Form, fees for each year of the Renewal Term shall be set at Clew’s then-current list price.

4.3 Clew may suspend access to the Technology Platform upon notice if Customer fails to pay any amounts hereunder 5 days or more after their due date. If Customer disputes an invoice received from Clew, Customer must notify Clew in writing within 15 days of receiving the relevant invoice.

4.4 All amounts payable hereunder are exclusive of any sales, use and other taxes or duties (“**Taxes**”). Customer will not withhold Taxes from amounts due to Clew unless required by applicable law, in such circumstances the amount due from Customer shall be increased to an amount which (after making such withholding) leaves an amount equal to the payment which would have originally been due.

5. Proprietary Rights and Confidentiality

5.1 As between the parties, Clew owns the Technology Platform, Derived Data, and Clew’s Confidential Information, and Customer owns Customer Data and Customer’s Confidential Information. Customer grants to Clew, its affiliates and applicable contractors a licence during the Term to host, copy, transmit and display Customer Data, as reasonably necessary for Clew to perform this Agreement. “**Derived Data**” means any data which is derived from the Customer’s use of the Technology Platform or the processing by Clew of Customer Data, which will include: (i) aggregated and anonymised Customer Data, provided that such aggregated and anonymised data does not identify the Customer or any individual and cannot reasonably be re-identified; (ii) statistical data; (iii) any data which is processed and stored as mathematical constructs; and (iv) data regarding web applications utilized in connection with the Technology Platform, configurations, log data, and the performance results for the Technology Platform. Customer may provide Clew with suggestions for new or enhanced features (“**Feedback**”). Clew has the full, unencumbered right, without any obligation to compensate Customer, to exploit such Feedback.

5.2 The Technology Platform integrates with certain third party content and/or technology controlled by or licensed to the Customer. Clew does not endorse or approve any third party content or technology, and makes no representation, warranty or commitment and shall have no liability or

obligation whatsoever in relation to such content and technology or its integration with the Technology Platform.

5.3 Each party will use any information disclosed (whether before or after the Effective Date of this Agreement) directly or indirectly by the other that should reasonably be understood to be confidential ("**Confidential Information**") solely in accordance with this Agreement and, except as permitted hereunder, not disclose the same to any third party without the other's prior written consent, provided that information which: (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosing party's disclosure; (c) was properly disclosed to receiving party, without restriction, by another person with authority to do so; or (d) is independently developed by receiving party without use of or reference to disclosing party's Confidential Information is not Confidential Information. Furthermore, either party may disclose Confidential Information: (a) to its personnel and representatives who need to know it and are legally bound to keep it confidential by obligations consistent with those herein; and (b) as required by law (in which case the receiving party will provide the disclosing party with prior written notification and the opportunity to contest disclosure, and use its reasonable endeavours to minimise disclosure to the extent permitted by applicable law). Neither party will disclose the terms of this Agreement to any third party, except that it may confidentially disclose them to actual or potential lenders, investors or acquirers and Clew may refer to Customer's name and trademarks in its marketing materials and website. Each party agrees to exercise due care in protecting Confidential Information from unauthorised use and disclosure. In the event of a breach of this Section or the Licence Restrictions, the non-breaching party will, notwithstanding anything herein, be entitled to seek injunctive and other equitable relief in any jurisdiction. Each party will promptly notify the other in writing if it becomes aware of any violations of this Section.

6. Warranties and Disclaimers

6.1 Clew warrants that (a) the Technology Platform will materially conform with the technical specifications provided by Clew to Customer; and (b) any support services will be provided in a professional and workmanlike manner. As sole and exclusive remedy and Clew's entire liability for any breach of the foregoing warranty, Clew will, at its sole option and expense, as applicable, promptly correct the non-conforming Technology Platform, or re-perform any services that fail to meet this limited warranty.

6.2 Customer warrants that: (i) it has all rights necessary to provide any data (including Customer Data), information or other materials it provides to the Technology Platform or Clew, and to permit Clew to use the same as contemplated herein; (b) it has obtained all consents, permissions and authorizations required under applicable data protection laws for the processing of personal data by Clew in accordance with this Agreement; and (c) its provision to Clew and use by Clew of the Customer Data as permitted by this Agreement will not infringe any third party intellectual property rights.

6.3 Except as set forth herein, the Technology Platform and all related services provided by Clew are provided "as is", and Clew hereby disclaims any and all warranties, express or implied, including warranties of merchantability, title, non-infringement, and fitness for a particular purpose. Without limiting the foregoing, Clew does not warrant that the Technology Platform or any related services provided by Clew will be uninterrupted or error free, nor does it make any warranty as to the results that may be obtained from the use of the Technology Platform.

7. Indemnification

7.1 Clew will defend Customer against any claim brought against it by a third party alleging that use of the Technology Platform infringes its intellectual property rights and will, subject to Section 8, indemnify Customer for damages finally awarded by a court of competent jurisdiction against Customer (or any Clew approved settlement) in connection with such claim. If the use of the Technology Platform has become, or in Clew's opinion is likely to become, subject to any infringement claim, Clew may: (a) procure the right for Customer to continue using the Technology Platform as set forth herein; (b) replace the Technology Platform to make it non-infringing (with

comparable functionality); or (c) terminate this Agreement and provide a pro rata refund of prepaid fees. Clew will have no Liability with respect to any claim to the extent caused by: (i) use of the Technology Platform other than as permitted hereunder; (ii) compliance with designs, guidelines or specifications provided by Customer; (iii) Customer's use of any downloadable component of the Technology Platform other than the latest version made available; (iv) modification of the Technology Platform by any party other than Clew without Clew's written consent; (v) Customer Data or Customer Confidential Information; or (vi) the combination, operation or use of the Technology Platform with other applications, products or services, in each case provided such combination, operation or use causes the infringement. This Section represents Customer's exclusive remedy for any claim related to infringement or misappropriation of intellectual property.

7.2 When a party ("**Indemnifier**") is to indemnify the other ("**Indemnified Party**") then: (a) the Indemnified Party shall promptly notify Indemnifier of the Claim in writing; (b) Indemnifier shall be given exclusive authority to defend and settle such Claim (provided that it may not settle without the Indemnified Party's prior written consent, not to be unreasonably withheld, conditioned or delayed); and (c) the Indemnified Party shall reasonably cooperate with Indemnifier in connection with such Claim.

8. Limitation of Liability

8.1 Nothing in this Agreement excludes or restricts any liability arising under, out of or in connection with this Agreement, whether or not foreseeable or in the contemplation of the parties at any time, in or under contract, tort (including negligence), indemnity, breach of statutory duty, misrepresentation, restitution or otherwise for: (a) anything that cannot be excluded or restricted under applicable law; (b) wilful default; (c) Customer's payment obligations; or (d) any breach of the Licence Restrictions by Customer.

8.2 Subject to clause 8.1, neither party has any liability for any: (a) indirect, special or consequential loss; (b) loss of goodwill; (c) loss of actual or anticipated profits (d) lost sales or business; (e) work stoppage; (f) computer failure or malfunction; (g) damage to equipment; or (h) lost content or data.

8.3 Subject to clause 8.1, the total aggregate liability of a party for all claims shall not exceed the amounts paid by Customer under the applicable Order Form in the 12 months preceding the incident or claim, less any amounts already paid or payable by that party to the other party (including by way of damages, settlement or otherwise) in connection with any previous incidents or claims.

9. Term and Termination

9.1 This Agreement begins on the Effective Date of the Order Form and continues for the Initial Subscription Term, as specified in the Order Form ("**Initial Subscription Term**"). Thereafter, this Agreement shall automatically renew for successive terms equal to the length of its Initial Subscription Term or such other period as is mutually agreed in writing ("**Renewal Term**"), unless terminated in accordance with this Agreement. The Initial Subscription Term and any Renewal Term shall together be the "**Term**" of this Agreement.

9.2 Either party may terminate this Agreement on written notice to the other party on at least 30 days' notice, to take effect no earlier than the end of the Initial Subscription Term or then-current Renewal Term (as applicable). Each party may further terminate this Agreement upon written notice to the other party if: (a) the other party commits any material breach of this Agreement and fails to remedy such breach within 30 days after written notice of such breach; or (b) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party becomes the subject of insolvency or similar proceedings that are not dismissed within 60 days.

9.3 Upon expiry or termination of this Agreement: (a) the Customer will immediately discontinue use of the Technology Platform and; (b) Clew will return or destroy all copies of the Customer Data in its possession and control, and certify destruction (if applicable) to Customer within 40 days of termination. All rights and obligations will immediately terminate, except that accrued payment obligations and any terms that by their nature should

survive such termination will survive, including the Licence Restrictions and terms and conditions relating to proprietary rights and confidentiality, disclaimers, indemnification, limitations of liability, termination and the general provisions below.

10. General

10.1 Customer agrees that Customer's use of the Technology Platform will comply with applicable export control and trade sanctions laws, rules and regulations (collectively, "**Export Control Laws**"). Customer represents and warrants that no content created or submitted by Customer is or will be subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. Customer agrees that it will not use the Technology Platform to disclose, transfer, download, export or re-export, directly or indirectly, any content to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which Licensee may be subject. Customer acknowledges that the Technology Platform may not be available in all jurisdictions and that Customer is solely responsible for (i) complying with the Export Control Laws and (ii) monitoring them for any modifications.

10.2 Neither party shall have Liability to the extent caused by events beyond its reasonable control, including war or terrorist activity, riot, civil commotion, malicious damage, pandemics or epidemics, strike, lock-outs, or other industrial disputes, natural disaster, act of god, pandemic, cyber-attacks, power outage, failure of third party or customer software, hardware or network, any change in law, fire, flood, adverse weather conditions, or default of suppliers or sub-contractors, and other than set out herein has no obligation to take any action to prevent or mitigate such events.

10.3 Neither party may assign or transfer this Agreement without the other's prior written consent unless such assignment is to a successor to substantially all of its assets or business related to this Agreement or an affiliate.

10.4 No amendment to this Agreement, nor waiver of any rights hereunder, is effective unless mutually agreed. Failure or delay by either party to enforce this Agreement will not be deemed a waiver of future enforcement.

10.5 Nothing herein establishes any partnership, agency, employment or joint venture between the parties. Neither party has authority to bind the other, and nothing herein gives rise or is intended to give rise to any rights of any kind to any third parties (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

10.6 If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such provision will be enforced as nearly as possible in accordance with the intention of the parties, while the remainder of this Agreement remains in full force. "Including" means "including without limitation".

10.7 This Agreement comprises the entire agreement between the parties with respect to its subject matter, supersedes all other proposals, statements, materials and agreements (oral and written) and all statements, representations and warranties on which each party relies are incorporated into this Agreement. Neither party has a remedy for any statement, representation (including misrepresentation) or warranty (whether negligent or innocent) of any person not expressly set out herein and each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such statement, representation or warranty. No terms contained in any purchase order or other document issued by Customer form part of any contract between the parties.

10.8 This Agreement, together with any dispute arising out of or in connection with it or its subject matter, is governed by the laws of England. Each party irrevocably agrees that the courts of London, England, have exclusive jurisdiction to settle any dispute under this Agreement.

10.9 Any notice hereunder will be given using the details in the latest effective Order Form and in writing by personal delivery, certified mail, return receipt requested or email provided no automated bounceback is received.

10.10 In the event of a conflict or inconsistency among the following documents, the order of precedence will be, in descending order (a) any Statement of Work; (b) any Order Form; and (c) these Terms.

Appendix

[Link to Service Level Agreement](#)