

OmniSight EULA (Use for Third-Parties)

Version 1.1

[DOCUMENT CLASSIFICATION: CONFIDENTIAL]



Nipper OmniSight EULA (Use for Third-Parties)

This End User License Agreement sets out the terms on which Titania licenses the Nipper OmniSight Software to the Licensee for use in providing services to third-parties. This EULA applies where Nipper OmniSight is used to deliver services to third-parties, for example as an assessor, consultant, or managed services provider. Licensees may also use the Software to carry out assessments for their own internal purposes.

1. Definitions

- 1.1. Capitalized terms used in this EULA have the meanings given to them below:

"Access Credentials" means all users IDs and passwords issued to Authorized Users and used in connection with the Software and Services.

"Affiliate" means any Entity that, directly or indirectly, exercises Control over, is Controlled by, or is under common Control with, a specified Entity.

"Agreement" means, collectively, this EULA and any applicable Schedules referenced within it, the Order and any Statement of Work which together form the legal framework for access to, and use of, Titania's proprietary Software solutions and associated Services.

"Applicable Law" means any national, federal, state, county, or local law, ordinance, regulation, rule, code, or order that applies to a Party in connection with its rights, obligations, or activities under this Agreement.

"Assessment" means a discrete execution of the Software initiated by the Licensee to evaluate the Configurations of one or more Devices against one or more Benchmarks, resulting in the generation of a Report.

"Authorized Partner" means an authorized third-party intermediary (whether acting as a reseller, distributor or other channel partner) appointed or engaged by Titania to market, license and/or distribute the Software to its licensees.

"Authorized Users" means employees or contractors authorized by the Licensee to

access and use the Software on its behalf, strictly for their role or engagement. Contractors' access shall be limited to activities directly related to its provision of services to the Licensee.

"Benchmark" means a set of security configuration requirements, controls, rules, or evaluation criteria against which the Software assesses Configurations, and which may consist of Titania-provided standards, Third-Party Security Content, or a combination of both.

"Confidential Information" means each Party's business and technical information in any form, including without limitation, the Software, Licensee Data, business and marketing plans, strategies, sales, product and financial data and projections, processes, techniques, trade secrets, know how, inventions, processes (business, technical, or other), designs, algorithms, source code, customer lists, and the terms of this Agreement. Confidential Information does not include information or data which is: (i) known to the Party receiving the Confidential Information (the "Receiving Party") prior to its receipt from the other Party (the "Disclosing Party") without a limitation or obligation of confidentiality under another agreement; (ii) independently developed by the Receiving Party without use of any Confidential Information; (iii) generally known to the public at the time of disclosure other than as a result of disclosure by the Receiving Party; or (iv) received from a third-party with a legal or contractual right to disclose such information or data.

"Configurations" means configuration data relating to a Device, including running configuration files or equivalent configuration information, whether (i) pre-extracted and provided by the Licensee, or (ii) collected or ingested by the Software, depending on the License Tier purchased. Detailed guidance on supported methods for preparing or making Configurations available is provided in the Documentation.

"Confirmation" means the Licensee's explicit indication that they wish to proceed with the License of the Software as set out in the Order. Confirmation may be provided by the Licensee responding to a Titania representative via email, signing the Order, or sending a purchase order for the License Fees whether directly to Titania or through an Authorized Partner, thereby

signifying acceptance of the terms and conditions as outlined in this Agreement.

"Control", "controls", "controlling", and "controlled" refer to the direct or indirect ability to direct or influence the management and policies of an Entity, either by holding fifty percent (50%) or more of the equity interests or voting rights in such Entity, or by virtue of contractual arrangements or other means.

"Data Processing Schedule" means the schedule to this EULA which sets out the terms that apply if and to the extent that Titania receives and processes Licensee Data that includes personal data, in connection with the provision of the Software or Services - www.titania.com/data-processing-schedule

"Deliverables" means the outputs from the provision of the Technical Services and where relevant the Professional Services, such as the delivery of new or improved product features or functionality for the Software, as defined in the applicable Statement of Work.

"Device" means a networking device, such as a firewall, router or switch that is supported by the Software and is included in the scope of the License granted to the Licensee. Devices can be physical and/or virtual. Details of supported Device types can be found in the Knowledge Base.

"Documentation" means any documentation (whether in hard copy, electronic, or digital form) that Titania makes available to provide guidance and instruction regarding the operation, maintenance, and use of the Software, as may be updated from time to time.

"Effective Date" means the date on which the Software License commences as defined in clause 2.1.

"End Customer" means the Entity that receives or benefits from services provided by the Licensee which may include Outputs generated from the Licensee's use of the Software and Services.

"Entity" means any corporation, company, partnership, limited liability partnership, association, trust, unincorporated organization, federal, state, governmental or public body, political subdivision or other legal entity recognized by law but does not include an individual acting in their personal capacity.

"EULA" means this end user license agreement, which sets out the terms and conditions governing the Licensee's use of the Software, including all applicable rights, obligations, and restrictions.

"Fee" means all amounts payable by the Licensee under this Agreement, including License Fees, Technical Services Fees, Professional Services Fees and any other charges as set out in the Order, and any relevant Statement of Work.

"Force Majeure Event" means any event or circumstance beyond a Party's reasonable control that prevents or delays the performance of its obligations under this Agreement, including but not limited to fire, flood, earthquake, extreme weather, acts of God, war, terrorism, riots, civil disorder, rebellion, revolution, quarantine, pandemic, embargo, or other governmental or regulatory action. Force Majeure Events shall not include circumstances that could reasonably have been anticipated, avoided or mitigated by the affected Party.

"Integration Schedule" means the schedule to this EULA which sets out the terms that apply if and to the extent that Titania provides integration related Professional Services as part of the License Tier purchased by the Licensee as identified in the Order and Product Specification - www.titania.com/nipper-omnisight-integration-schedule

"Intellectual Property Rights" means all current and future intellectual and industrial property rights. This includes, but is not limited to: (i) all patent rights, including those for pending patents and related interests; (ii) copyrights and associated rights around the world for works of authorship, including registrations and applications; (iii) trademarks, service marks, trade dress, and other proprietary trade designs, along with their registrations and applications; (iv) worldwide rights to proprietary know-how, trade secrets, and other confidential information, whether established by law or through contractual obligations of non-disclosure; and (v) any other industrial or intellectual property rights recognized in any jurisdiction.

"Knowledge Base" means Titania's online knowledge repository that provides access to Documentation designed to help Licensees effectively use Titania's Software solutions.

This includes release notes, user guides, device guides, system requirements, troubleshooting information, and frequently asked questions - titania.com/support/knowledge-center

"License" means the rights granted to the Licensee and its Authorized Users to install, load, store, display and use the Software, as described in clause 2.5, in accordance with the parameters and scope of the relevant License Tier as set out in the Order.

"Licensee" means the Entity named on the Order who is licensed to install, load, store, display, and use the Software and receive the Services in accordance with the License set out in this Agreement.

"Licensee Data" means data, files and information provided to, made available to, or generated by the Software by or on behalf of the Licensee, including input files (such as Configurations), but excluding Usage Data and Performance Data.

"License Fee" means the fee due to Titania for the License of the Software and delivery of the Support Services, and Professional Services (to the extent applicable) as specified in the Order.

"License Tier" means a commercial packaging of the Software that determines the licensed scope and available functionality, as specified in the Order and further described in the Product Specifications.

"Licensing Solution" means the license management system used by Titania to activate the Software and to administer, validate and enforce the License, comprising (as applicable to the deployment model) a licensing element embedded within the Software and a licensing management platform, which may be hosted by Titania's third-party licensing provider or deployed within the Licensee's own environment.

"Malicious Code" means any computer viruses, Trojan horses, worms, time bombs, ransomware, spyware, or similar code, designed to disable, damage, disrupt, permit unauthorized access to, erase, destroy, or modify any software, hardware, network, or other technology. For the avoidance of doubt, Malicious Code does not include legitimate security tools or code used for authorized testing purposes.

"Order" means the order form, sales quote, order confirmation or similar ordering document issued by Titania or one of its Authorized Partners, detailing the Software and any associated Services licensed to the Licensee by Titania that incorporates by reference or implication the terms of this EULA.

"Outputs" means any Reports, assessments, audit results, Benchmarks, scores, dashboards, analyses, findings, recommendations, remediation guidance, or other information or materials generated by or derived from the Software or provided by Titania as part of the Services, whether in human readable, machine readable, visual, or exportable form.

"Performance Data" means anonymized and aggregated data collected or generated by the Software or Licensing Solution related to the delivery, use, and performance of the Software.

"Product Specification" means the technical product specifications for the Software published or made available by Titania for the applicable product, License Tier and version, excluding any sales, marketing, roadmap, or promotional materials.

"Professional Services" means any implementation, configuration, integration, deployment, enablement, training, advisory, or other professional services provided by or on behalf of Titania in connection with the Licensee's onboarding, use, or optimization of the Software as described in the Order, the Integration Schedule (if applicable) and/or a Statement of Work.

"Professional Services Fee" means the fees due to Titania as set out in the Statement of Work for the delivery of Professional Services that fall outside of the standard set up and integration services included in the relevant License Tier.

"Project" means a defined scope of work for the provision of Technical Services and/or Professional Services (where applicable), governed by an individually agreed Statement of Work, which details the objectives, Deliverables, timescales, Technical Services Fees, Professional Services Fees and any other specific terms applicable to the project.

"Report" means the Output generated by the Software following an Assessment, summarizing the results of the Assessment

against the applicable Benchmarks, which may include findings, mappings, scores, or other analytical output in the formats supported by the Software.

“Services” mean the Support Services, the Technical Services and Professional Services (if applicable), and any additional services provided by Titania in conjunction with the Software from time to time.

“Software” means Nipper OmniSight, Titania’s proprietary software, designed to deliver organization-wide hardening and compliance assessment capabilities as defined within the Product Specification and License Tier outlined in the Order. The software is updated periodically in accordance with Titania’s Product Lifecycle Policy and the Standard Support Schedule.

“Standard Support Schedule” means the schedule to this EULA which sets out the terms that apply to the provision and receipt of the Support Services - www.titania.com/standard-support-schedule

“Statement of Work” means the technical scoping document executed by the Parties in connection with the provision of Technical Services, Professional Services (where required), or any additional services provided by Titania as may be agreed between the Parties.

“Support Services” means the provision of technical support and Software updates to the Licensee and its Authorized Users in accordance with the relevant support tier selected in the Order and delivered in accordance with the terms set out in the Standard Support Schedule.

“Technical Services” means the provision of technical support and software development services at the specific request of the Licensee that fall outside of the scope of the Support Services. This may include the prioritization, design, development, testing, integration and deployment of new, enhanced, or improved features or functionalities for the Software delivered in advance of the anticipated timescales set out in Titania’s standard product roadmap. The scope and details of each technical services Project shall be set out in the relevant Statement of Work agreed between the Parties.

“Technical Services Fee” means the fees due to Titania for the prioritization and/or delivery of the Technical Services set out in the applicable Statement of Work.

“Term” means the duration of the License as set out in the Order.

“Third-Party Security Content” means any third-party or publicly available security standards, frameworks, benchmarks, guidance, advisories, bulletins, or vulnerability catalogues or databases that the Software references, maps to, tests against, incorporates, or makes available (in whole or in part). This may include, without limitation, the NIST National Vulnerability Database (NVD), the CISA Known Exploited Vulnerabilities (KEV) catalogue, DISA Security Technical Implementation Guides (STIGs), and vendor security advisories, including PSIRT advisories.

“Titania” means Titania Ltd, a company registered in England and Wales (company number 06870498), with its registered office at 167–169 Great Portland Street, London, W1W 5PF, United Kingdom.

“Usage Data” means data generated by the Software or the Licensing Solution relating to the activation, installation, access to and use of the Software, including activation dates, timestamps, license consumption metrics, audit logs, and Device, Assessment or installation counts, which Titania uses to administer licenses, monitor compliance with this Agreement and enforce applicable use and quantity restrictions.

- 1.2. **“Party”** means a party to this Agreement and **“Parties”** shall be construed accordingly. A reference to a Party includes that Party’s personal representatives, successors and permitted assigns.
- 1.3. Any words that follow include, includes, including, in particular, or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any preceding words.
- 1.4. A reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated or replaced from time to time.
- 1.5. Words in the singular include the plural and vice versa.

- 1.6. A reference to writing or written shall include electronic mail.
- 1.7. References to clauses are to clauses of this Agreement unless otherwise stated.
- 1.8. Clause headings are for convenience only and do not affect the interpretation of this Agreement.

2. License Terms

- 2.1. **Commencement of License & Agreement.** Upon receipt of the Confirmation from the Licensee (whether sent directly or via an Authorized Partner), Titania shall issue the Software License and Access Credentials to the Licensee. This Agreement and the License granted under it shall commence on the date specified on the Order (the "**Effective Date**").

- 2.2. **Fixed Term Agreements.** Where an Order states that the License is granted for a fixed period only, the Agreement and the License granted under it shall, unless terminated earlier in accordance with this Agreement, automatically expire at the end of that fixed period.

- 2.3. **Auto-renewal.** Where an Order states that the Agreement is subject to auto-renewal, the Agreement and the License granted under it shall, unless terminated earlier in accordance with this Agreement, automatically renew for successive periods of twelve (12) months unless either party gives the other not less than thirty (30) days' written notice of termination, such notice to take effect at the end of the then-current term.

- 2.4. **Implementation.** The License shall commence on the Effective Date specified in the applicable Order, regardless of whether any Integration Services have been completed or the Software has been deployed or integrated. Any delay, suspension, or failure to complete Integration Services shall not affect the commencement or continuation of the License or the Licensee's obligation to pay Fees, without prejudice to any express remedies set out in this Agreement.

- 2.5. **Software License.** The Software is licensed, not sold. In exchange for the payment of the License Fee and subject to the Licensee's continued compliance with the terms of the Agreement, Titania grants the Licensee and its Authorized Users a limited, non-exclusive, non-sublicensable, non-transferable, conditional,

worldwide license to install, load, store, display and use the Software during the Term, subject to the License Tier and specific use and quantity restrictions specified in the Order, this clause 2, and the license tracking and enforcement mechanisms set out in clause 4.

- 2.6. **Permitted Use.** The Licensee may use the Software to provide services to End Customers, including acting as an assessor, consultant, or managed service provider, provided that:

- a) the Software is used only on Devices, Configurations, systems, and environments for which the Licensee has obtained all necessary permissions from the relevant End Customer; and
- b) the Outputs are provided to End Customers solely in connection with the provision of those services.

The Licensee may also use the Software for its own internal business purposes to assess its own Devices, Configurations, systems and environments should it wish to. For the avoidance of doubt, the Licensee shall not provide any End Customer (or any other third-party) with access to the Software itself, nor permit any End Customer (or any other third-party) to use, access, or operate the Software, except as expressly agreed in writing by Titania.

- 2.7. **Outputs.** Subject to the terms of this Agreement, Titania grants the Licensee a limited, non-exclusive, non-transferable, royalty free, fully paid up right to use the Outputs generated from its own Assessments for the Licensee's internal business purposes and to provide the Outputs of any Assessments carried out on behalf of its End Customers to such End Customers as part of the Licensee's own assessment, consultancy, or managed services.

- 2.8. **Output Disclaimer.** The Licensee shall ensure that each End Customer receiving Outputs is informed that the Outputs are subject to the limitations and disclaimers set out in clause 6, including that the Outputs are provided for informational and decision support purposes only and do not constitute professional advice, certification, or a guarantee of compliance, security, or risk mitigation by Titania.

- 2.9. **Professional Judgement.** Where the Licensee applies its own professional judgment or provides advice, recommendations, or services to an End Customer based on or informed by the Outputs, such advice or services are

provided solely by the Licensee in its own capacity and at its own risk. For the avoidance of doubt, Titania does not provide, and shall not be deemed to provide, any professional advice to End Customers and shall have no responsibility or liability for any advice, conclusions, or actions taken by the Licensee or any End Customer in reliance on such advice.

- 2.10. **Restrictions on Use.** The Licensee shall not, nor shall the Licensee authorize or knowingly permit any Authorized User or third-party to: (i) utilize the Software in any manner that contravenes the terms of the License or provisions of this Agreement; (ii) reverse engineer, decompile, disassemble, or otherwise seek to determine the source code, algorithms, file formats, or interface protocols of the Software or any files contained therein; (iii) copy, modify, adapt, translate, resell, distribute, sublicense, or otherwise use the Software other than as expressly authorized by Titania in accordance with this Agreement; (iv) remove or alter any proprietary notices or restrictive legends present on the Software or Documentation; (v) use the Software in violation of any Applicable Laws, or the rights of any third-party; or (vi) introduce any Malicious Code into the Software.

3. Provision of the Software & Services

- 3.1. **Provision of the Software.** On commencement of the License, Titania shall provide the Licensee with the Access Credentials and make the Software available for download. The Licensee may download and install the Software in accordance with the Documentation and instructions provided in the Knowledge Base. For the avoidance of doubt, the ability to download or install the Software does not, in itself, grant the right to use the Software beyond the scope of the License, and all use of the Software remains subject to the applicable use and quantity restrictions set out in the Order and enforced in accordance with clause 4.
- 3.2. **Provision of Support Services.** During the Term, Titania shall provide the Licensee with the Support Services using reasonable care and skill, in accordance with applicable service levels set out in the Standard Support Schedule.
- 3.3. **Documentation.** As part of the provision of the Support Services, Titania shall grant the Licensee access to the Documentation during the Term. The Licensee is permitted to download and print copies of the Documentation and allow its Authorized Users to utilize it exclusively for purposes related to the use of the Software.
- 3.4. **Authorized Users.** The Licensee is responsible for the acts and omissions of all its Authorized Users, including their compliance with the terms of this Agreement and the security and proper use of all Access Credentials. As such, the Licensee shall take all necessary steps to ensure that:
- a) Authorized Users are given appropriate training and guidance regarding the proper use of the Software and Licensee obligations set out in the Agreement; and
 - b) All Access Credentials are kept confidential and secure, are only used properly by Authorized Users, and are not in any circumstances disclosed to any unauthorized parties whether intentionally or otherwise.
- 3.5. **Unauthorized Access.** The Licensee must immediately inform Titania if there is any reason to believe that any Access Credentials have been or are likely to, become known or compromised or that the Software has, or is likely to be, used in an unauthorized way.
- 3.6. **Modifications.** Titania may, in its sole discretion, modify the Software from time to time by adding, deleting, or adapting features to improve the user experience; provided, however, that during the Term, such additions, deletions, or modifications to features: (i) will not materially decrease the overall functionality of the Software; and (ii) will be described by Titania through updates to the Documentation and communications shared with the Licensee as part of the provision of the Support Services.
- 3.7. **Product Enhancement.** Occasionally, Titania may introduce new products, services, or premium features that are subject to additional License Fees or varied legal terms. In such circumstances, these additional features may be offered to the Licensee as add-ons to their License through an amendment to their Order.
- 3.8. **No Contingency for Future Commitments.** Unless otherwise expressly agreed by the Parties in a Statement of Work, the Licensee agrees that the payment of the Fees under this Agreement are not contingent on the delivery of any future Software functionalities, features or any other future commitments.

3.9. **Provision of Professional Services.** Where the Licensee has purchased a License Tier that includes integration with third-party systems, Titania shall provide the baseline Professional Services described in the Integration Schedule to support deployment and integration of the Software. Except as expressly stated in the applicable Order, the OmniSight (Standalone) License Tier does not include Professional Services. Any Professional Services requested by the Licensee that are not described in the Integration Schedule shall be treated in the same manner as Technical Services and shall be subject to clause 3.10.

3.10. **Provision of Technical Services & Additional Professional Services.** During the Term, the Licensee may request Technical Services or Professional Services that are not included under clause 3.9 or the Integration Schedule from Titania. Where Titania agrees to provide such services, both Parties shall collaborate in good faith to define the scope of the Project, identify any key Deliverables, and set out the agreed terms in a written Statement of Work. For the avoidance of doubt, no Technical Services, Professional Services, Project scope, or Deliverables shall be considered agreed or binding on either Party unless expressly set out in a Statement of Work signed by both Parties.

4. License Tracking, Usage & Performance Data

4.1. **Licensing Solution.** Titania uses a Licensing Solution to activate the Software and to administer, validate and enforce the License granted under this Agreement. Upon installation, the Software is activated using an activation code and interacts with the Licensing Solution to verify the Licensee's entitlements.

4.2. **Usage Data.** Titania may collect, use and retain Usage Data for the purposes of license administration, compliance monitoring, audit, enforcement and related operational activities. Usage Data does not constitute Licensee Data and is mandatory for all deployments of the Software.

4.3. **License Tracking.** The Software uses technical measures to track and validate usage against the applicable License metrics specified in the Order, which may be based on the number of Devices or Assessments processed. Where the License is measured by reference to:

a) **Devices**, each time the Software is used to assess a Device, the Software generates a hashed, non-reversible identifier derived from that Device and uses the Licensing Solution to confirm whether the usage falls within the applicable License limits. Where a Device has not previously been scanned under the applicable License, the Licensing Solution records the usage and allocates one of the available Device based License entitlements. Subsequent scans of the same Device do not count again against those limits.

b) **Assessments**, each execution of an Assessment is recorded by the Licensing Solution. In this scenario, Device identifiers are not stored for the purpose of License tracking.

4.4. **Usage Data - Standard Deployment.** Where the Licensee deploys the Software using Titania's standard deployment model, the licensing management platform forming part of the Licensing Solution is hosted by Titania's third-party licensing provider. In this case, Usage Data is transmitted automatically by the Software to the hosted licensing platform in accordance with the Documentation.

4.5. **Usage Data - Air-Gapped Deployment.** Where the Licensee deploys the Software in an air-gapped environment, the licensing management platform forming part of the Licensing Solution is deployed and operated within the Licensee's own environment. In such cases, Usage Data is generated by the Software and transmitted locally in real time to the licensing management platform. The Licensee shall, on a periodic basis and in accordance with the Documentation, provide the usage file generated by the licensing management platform and upload this into the Licensing Solution. Following the upload of the usage file the Licensee will receive a response file from the Licensing Solution which it must input into the licensing management platform. In such cases, Usage Data is generated and retained locally and is not transmitted externally in real time.

4.6. **Certification of Compliance.** Upon Titania's written request, but no more than once in any twelve (12) month period for standard deployments and every three (3) month period for air-gapped deployments, the Licensee shall provide Titania with a written certification confirming its compliance with the terms of the

License, including any applicable use and quantity restrictions specified in the Order.

- 4.7. **Verification of Compliance.** If Titania has a reasonable basis to believe that the Licensee may be using the Software in breach of this Agreement, including any applicable use or quantity restrictions, Titania may, upon reasonable prior written notice, request additional information as is necessary to verify the Licensee's compliance. Such verification is intended as an assurance measure, and will be conducted:

- a) remotely, for example through written responses, supporting documentation, or a virtual meeting, rather than via on-site access;
- b) during normal business hours, and carried out in a manner intended to minimise disruption to the Licensee's operations; and
- c) in a manner that does not require access to the Licensee's confidential business information unrelated to the Software or to the Licensee's general financial records.

- 4.8. **Over-Usage.** If Usage Data, any compliance certification or verification process reveals that the Licensee has exceeded any permitted use or quantity limits or is otherwise using the Software in breach of this Agreement, the Licensee shall promptly remedy such noncompliance, including (where applicable) by paying all additional Fees owed to Titania for the period of over-usage.

- 4.9. **Performance Data.** Titania may collect and use Performance Data for the purposes of operating, maintaining, analyzing and improving the Software and Services. Performance Data shall be anonymized and aggregated and shall not identify the Licensee or any individual user. Where required by Applicable Law or Titania policy, the Licensee may be given the option to enable or disable the collection of Performance Data.

5. Fees & Payment Terms

- 5.1. **Fees.** The License Fees shall be as set out in the relevant Order. Where applicable, any Technical Services Fees will be detailed in the applicable Statement of Work. All Fees are non-refundable except as expressly set out in this Agreement or required by Applicable Law, and unless

otherwise agreed, are due for payment 30 days from the date of the invoice.

- 5.2. **Renewal Fees.** Where an Agreement is subject to auto-renewal, the Fees payable for each renewal term shall be those specified in the applicable renewal quotation, unless otherwise agreed in writing between the Parties.

- 5.3. **Direct Payment.** Where the Licensee has purchased its License from Titania directly, unless otherwise agreed in the Order:

- a) **Payment of Fees.** Titania shall invoice the Licensee for (i) all License Fees on commencement of the License and, where applicable, on commencement of each renewal term, in accordance with the payment terms set out in the Order; and (ii) all Technical Services Fees in accordance with the relevant payment or delivery milestones set out in the Statement of Work.
- b) **Taxes.** All Fees are exclusive of any sales, use, value added or similar taxes, duties or levies imposed by any governmental authority. Where applicable, such taxes, duties or levies shall be charged in addition to the Fees and paid by the Licensee, other than taxes based on Titania's net income.
- c) **Withholding Taxes.** The Licensee shall not withhold or deduct any tax other than as required by Applicable Law. If the Licensee is required by Applicable Law to withhold or deduct any tax from a payment due to Titania under this Agreement, the Licensee shall:
 - o promptly notify Titania in writing of any anticipated requirement to withhold or deduct tax, including the legal basis for the withholding and the country in which it applies;
 - o apply all available reductions or exemptions under any applicable double taxation treaty;
 - o where reasonably required to claim the benefit of such treaty, promptly request from Titania any information or documentation necessary to support the claim;
 - o remit the withheld or deducted amount to the appropriate taxing authority in accordance with Applicable Law, and ensure that Titania receives payment net of any withholding or deduction that is

required by law and cannot be reduced or avoided; and

- o provide Titania, within a reasonable time, with an official receipt or tax certificate issued by the relevant taxing authority evidencing the amount withheld and paid.
- d) **Set-Off.** Except as otherwise expressly provided in this Agreement, Licensee shall not be entitled by reason of any set-off, counterclaim, or other similar deduction to withhold payment of any Fee or amount due to Titania.
- e) **Payment Disputes.** If the Licensee disputes an invoice in good faith, it shall notify Titania in writing prior to the due date, setting out the basis of the dispute. The Parties shall work together in good faith to resolve the dispute promptly. The Licensee shall pay any undisputed amounts when due.
- f) **Late Payment.** Except in cases where a valid dispute is raised in accordance with clause 5.3(e):
 - o any undisputed amounts not paid when due may accrue interest from the due date until paid at the lower of 1.5% per month or the maximum rate permitted by Applicable Law.
 - o Titania shall be entitled to suspend or terminate the Licensee's access to the Software, in whole or in part, if any Fee payments from the Licensee are more than fifteen (15) days overdue.
 - o Titania shall be entitled to recover all reasonable collection costs, including attorneys' fees, expenses, and other related charges, when trying to collect Fee payments from Licensee that are more than thirty (30) days overdue.

5.4. Payment via an Authorized Partner. Where the Licensee has purchased its License via an Authorized Partner, unless otherwise agreed in the Order:

- a) **Payment of Fees.** The Authorized Partner is responsible for setting payment terms, issuing invoices, and receiving payments from the Licensee. The Licensee must pay all Fees for the use of the Software and receipt of the Services directly to the appropriate

Authorized Partner, in line with the agreed payment terms.

- b) **Discharge of Obligations.** The Parties acknowledge and agree that the Licensee's authorization to use the Software is contingent upon the Authorized Partner's payment of all applicable Fees to Titania. Any payments remitted by the Authorized Partner to Titania on behalf of the Licensee shall constitute a valid fulfillment of the Licensee's payment obligations to Titania for those amounts.
- c) **Right to Suspend.** Regardless of any payments made to an Authorized Partner, Titania reserves the right to suspend or terminate the Licensee's access to the Software, in whole or in part, should Titania fail to receive the corresponding Fee payment from the Authorized Partner and such Fee payments are more than fifteen (15) days overdue.
- d) **Notice of Suspension.** In the event of non-payment by an Authorized Partner, Titania will make reasonable efforts to provide the Licensee with at least 7 days' notice before suspending access to the Software and/or Services, to allow the Licensee the opportunity to resolve the payment issue with the Authorized Partner.
- e) **Direct Payment Option.** To avoid or lift a suspension caused by an Authorized Partner's default, Titania may, at its sole discretion, allow the Licensee to pay the outstanding Fees directly to Titania. Any such payment shall not relieve the Licensee of its obligations to the Authorized Partner under its separate agreement with them, nor shall Titania be liable for any double payment the Licensee may incur as a result.
- f) **No Liability.** Titania shall have no liability to the Licensee for any loss of data, service interruption, or business impact resulting from a suspension or termination due to the Authorized Partner's failure to remit payment.
- g) **Precedence.** Nothing in any agreement between the Licensee and an Authorized Partner shall limit or

override Titania's rights under this Agreement.

6. Warranties & Disclaimers

6.1. **Authority.** Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations under it, and that this Agreement constitutes a legal, valid and binding obligation of that Party.

6.2. **Compliance with Laws & Ethical Standards.** Each Party shall comply with all Applicable Laws in connection with this Agreement. In particular, each Party agrees that it will not:

- a) engage in bribery or corruption, including any conduct that would breach the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act 1977, or equivalent anti bribery or anti-corruption laws;
- b) engage in, facilitate, or knowingly support tax evasion or the facilitation of tax evasion;
- c) engage in any form of modern slavery or human trafficking, or any practices that would breach Applicable Laws relating to ethical trading; or
- d) do, or omit to do, anything that would cause the other Party to breach any Applicable Law.

6.3. **Limited Warranty.** Titania warrants that, during the Term, the Software will materially conform to the applicable Product Specifications when used in accordance with this Agreement. For the purposes of this warranty, a material non-conformity means a failure that prevents or significantly impairs the core functionality of the Software as described in the Product Specifications. This limited warranty does not apply to the extent that any failure to conform arises from:

- a) the Licensee's use of an older or unsupported version of the Software, or the Licensee's failure to implement Updates when they are made available in accordance with Titania's Product Lifecycle Policy and Standard Support Schedule;
- b) the Licensee's failure to use the Software in accordance with this Agreement or any applicable instructions or requirements referenced in it;
- c) the Licensee's failure to complete any required set-up, onboarding, or

integration activities, or to meet its responsibilities set out in the Documentation, the Integration Schedule (if applicable) or a Statement of Work; or

- d) the Licensee's failure to provide required access, data, credentials, systems, or reasonable cooperation necessary for the Software to operate as intended.

6.4. **Warranty Remedy.** If the Software does not materially conform to the Product Specifications in breach of the limited warranty set out in clause 6.3, the Licensee shall notify Titania in writing, providing reasonable detail of the alleged non-conformity. Titania shall, using commercially reasonable efforts and within a reasonable period after receipt of such notice, investigate the alleged non-conformity and, where applicable repair or replace the non-conforming Software at no additional charge, including through the provision of Support Services. If Titania is unable to remedy a material non-conformity within such reasonable period, either Party may terminate the affected Order by providing no less than fourteen (14) days written notice. In such circumstances, Titania shall provide a pro rata refund of any Fees paid in advance for the unused portion of the Term.

6.5. **Product Lifecycle.** The Licensee acknowledges that Titania manages the availability, support and maintenance of the Software in accordance with its Product Lifecycle Policy, as incorporated into the Standard Support Schedule. Once a version of the Software reaches end of sale or end of life, Titania may limit or cease support, maintenance, updates, bug fixes and security patches for that version, and the limited warranty shall no longer apply.

6.6. **Upgrades.** Titania strongly recommends that the Licensee implements all applicable minor and maintenance updates and upgrades to the latest available major version of the Software in accordance with the Product Lifecycle Policy. Failure to do so may affect the availability of Support Services and the applicability of the limited warranty.

6.7. **Support Clarification.** For the avoidance of doubt, the provision of Support Services is not a guarantee that all errors or issues will be resolved, nor does the existence of a support ticket constitute or indicate a breach of the limited warranty set out in clause 6.3.

6.8. Titania Warranties. Subject to the limitations, disclaimers, and exclusive remedies set out in this Agreement, Titania shall:

- a) use commercially reasonable efforts to ensure that the Software does not contain any Malicious Code; and
- b) ensure the Services are performed in a professional and competent manner, in accordance with generally accepted industry standards.

6.9. Outputs and Security Assessment Disclaimer.

The Software and any Outputs are provided for informational and decision support purposes only. The Outputs are generated based on the information, Configurations, data, and parameters made available to the Software at the time of the assessment and Titania's interpretation of applicable Benchmarks. The Outputs do not constitute, and must not be relied upon as, legal, regulatory, compliance, security, audit, or professional advice, nor do they constitute a certification or guarantee that any Device, system, environment, Configuration, or organization complies with any law, regulation, standard, or security requirement or is free from vulnerabilities, risks, or security incidents.

6.10. Non-Reliance & Professional Judgment. The Licensee acknowledges and agrees that it remains solely responsible for reviewing, validating, and assessing the Outputs and for determining the appropriateness of any actions taken in reliance on them. The Licensee is responsible for applying its own professional judgment and, where appropriate, obtaining independent legal, regulatory, security, or other professional advice before acting on any Output.

6.11. Remediation Guidance. Any remediation guidance, recommendations, prioritization, or suggested actions included in the Outputs or otherwise provided by Titania are indicative only and are not guaranteed to remediate vulnerabilities, eliminate risk, ensure compliance, or prevent security incidents. The implementation, effectiveness, and outcome of any remediation actions remain the sole responsibility of the Licensee.

6.12. Third-Party Security Content. Where the Outputs reference, map to, or assess alignment with Third-Party Security Content, such references are provided for convenience and informational purposes only. In particular:

- a) Titania does not warrant that the Software or Outputs reflect the most current version of any Third-Party Security Content, or that such Third-Party Security Content will remain unchanged, applicable, or authoritative over time;
- b) where the Software provides functionality that allows the Licensee to upload, configure, or manage Third-Party Security Content, the Licensee is responsible for ensuring that such Third-Party Security Content is current, complete, and appropriate for its intended use; and
- c) the accuracy, timeliness, and relevance of any Outputs that rely on Third-Party Security Content depend on the version and content of the Third-Party Security Content made available to the Software.

6.13. Configurability and Licensee Responsibility.

The Software may allow the Licensee to configure, customise, or select elements of its operation and Outputs, including the selection or application of Benchmarks, scoring methodologies, weightings, thresholds, mappings, report formats, or evaluation criteria. Where such configurability is used, the Licensee acknowledges and agrees that:

- a) it is solely responsible for determining the appropriateness of its chosen configuration and for any conclusions, assessments, decisions, or actions taken in reliance on the resulting Outputs; and
- b) Titania does not recommend, endorse, or validate any configuration, methodology, or approach selected by the Licensee, and shall not be responsible for any interpretation or use of the Outputs arising from Licensee-configured settings.

6.14. Disclaimer. Except as expressly stated in clauses 6.3 and 6.8, the Software, Services, Outputs, and any related Documentation are provided "as is" and "as available". To the maximum extent permitted by Applicable Law, Titania disclaims all warranties, conditions, and other terms of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or that the Software, Services, or Outputs will be uninterrupted, error free, secure, or achieve any particular result.

6.15. **Mandatory Law.** Nothing in this Agreement excludes or limits any warranty, condition, right or remedy that cannot be excluded or limited under Applicable Law.

6.16. **Exclusive Remedies.** Except as expressly stated in this Agreement, the Licensee's sole and exclusive remedies, and Titania's entire liability, for any breach of the limited warranty are as set out in this Agreement.

7. Intellectual Property & Data Rights

7.1. **Ownership.** The Software, the Documentation and all Intellectual Property Rights in and to them, including all modifications, enhancements, updates, fixes, releases, derivative works and new versions, are and shall remain the sole and exclusive property of Titania and/or its licensors. Nothing in this Agreement transfers to the Licensee any ownership interest in the Software, Documentation or any other Intellectual Property Rights.

7.2. **Reservation of Rights.** Except for the limited license expressly granted under this Agreement, no license or other right is granted to the Licensee, whether by implication, estoppel or otherwise. The Licensee shall not knowingly contest or challenge Titania's proprietary rights in the Software, Documentation or related materials.

7.3. **Licensee Data.** As between the Parties, the Licensee retains all right, title, and interest in and to the Licensee Data. Except as expressly provided in this Agreement, nothing grants Titania any ownership interest in the Licensee Data.

7.4. **Use of Licensee Data.** The Licensee acknowledges that Licensee Data is ordinarily retained within the Software which is installed within the Licensee's own systems and environments and is not accessed or processed by Titania as part of the normal operation of the Software. In connection with the provision of Support Services, the Licensee may elect to provide Titania with limited Licensee Data, including diagnostic information such as logs, error messages, or other technical data reasonably required to diagnose and resolve support issues. Such data may, in limited cases, include personal data (for example, IP addresses).

7.5. **Personal Data Processing.** To the extent that any Licensee Data provided in connection with Support Services includes personal data, Titania shall process that personal data solely for the purpose of providing the Support Services and in accordance with the terms set out in the Data Processing Schedule.

7.6. **Deliverables.** Unless otherwise expressly agreed in a Statement of Work, Titania shall own all right, title and interest, including all Intellectual Property Rights, in and to all Deliverables and other work product created by Titania in the course of providing the Technical Services, Professional Services or delivering a Project. Upon full payment of the applicable Technical Services Fees, Professional Services Fees or, the relevant Deliverables shall be deemed to form part of the Software and included within the scope of the License granted under this Agreement.

7.7. **Feedback.** If the Licensee or its Authorized Users provide any suggestions, ideas, enhancement requests or other feedback relating to the Software or Services, Titania may use, incorporate and exploit such feedback without restriction and without obligation to the Licensee, provided that such use does not disclose the Licensee's Confidential Information.

7.8. **U.S. Government Rights.** Where the Software is acquired by or on behalf of the U.S. Government, the Software constitutes "commercial computer software" and "commercial computer software documentation" as defined in applicable U.S. Federal Acquisition Regulations (including FAR 2.101), and the U.S. Government's rights in the Software are limited to those expressly granted under this Agreement. Additional terms applicable to U.S. Government customers may also be set out in a separate rider.

8. Indemnification

8.1. **Indemnity by Titania.** Titania shall defend, indemnify, and hold harmless the Licensee from and against any third-party claim brought against the Licensee alleging that the use of the Software in accordance with this Agreement infringes, misappropriates, or violates a third-party's Intellectual Property Rights.

8.2. **Exclusions.** Titania shall have no obligation under clause 8.1 to the extent that the claim arises from:

- a) use of the Software by the Licensee in combination with hardware, software, or services not provided by Titania;
- b) use of the Software in breach of this Agreement or Applicable Law; or
- c) modification of the Software by a party other than Titania.

8.3. **Infringement Claims.** If Titania reasonably determines that the Software is likely to be the subject of a claim alleging infringement, misappropriation or violation of a third-party's Intellectual Property Rights, Titania may, at its option and expense:

- a) procure for the Licensee the right to continue using the Software;
- b) replace or modify the affected Software so that it becomes non infringing while retaining substantially equivalent functionality; or
- c) terminate the affected Order and provide a pro rata refund of any Fees paid in advance for the unused portion of the Term.

8.4. **Sole Remedy.** This clause 8 states the Licensee's sole and exclusive remedy for third-party Intellectual Property infringement claims.

8.5. **Procedure for Handling Indemnified Claims.** The Licensee shall:

- a) give Titania prompt written notice of any claim for which indemnification is sought under clause 8.1, provided that failure to give prompt notice shall not relieve Titania of its obligations under this clause 8 except to the extent Titania is materially prejudiced by such failure;
- b) provide Titania with reasonable cooperation and assistance (at Titania's expense) in the defense and settlement of the claim, including access to relevant information and personnel; and
- c) take commercially reasonable steps to mitigate any losses or costs arising from the claim.

8.6. **Control of the Claim.** Titania shall have the right to control and direct the investigation, defense, and settlement of any indemnity claim; however, the Licensee may elect to participate in the defense with counsel of its own choosing at its own expense.

8.7. **Settlement.** Titania shall not settle any claim in a manner that admits liability on behalf of the Licensee or imposes any non-monetary obligation on the Licensee without the Licensee's prior written consent (not to be unreasonably withheld, conditioned, or delayed). Subject to the provisions of this clause 8, where applicable, Titania shall pay any damages and costs finally awarded against the Licensee by a court of competent jurisdiction or agreed in a settlement approved by Titania.

9. Confidentiality

9.1. **Confidentiality Obligations.** Each Party (the "**Receiving Party**") agrees that it shall, with respect to any Confidential Information of the other Party (the "**Disclosing Party**"):

- a) use such Confidential Information solely as necessary to perform its obligations and exercise its rights under this Agreement;
- b) protect such Confidential Information against unauthorized use or disclosure using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care; and
- c) restrict disclosure of such Confidential Information to its employees, contractors, and professional advisors who have a need to know such Confidential Information for purposes consistent with this Agreement and who are bound by similar confidentiality obligations.

9.2. **Prohibited Disclosure.** Except as expressly permitted under this Agreement or with the prior written consent of the Disclosing Party, the Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third-party.

9.3. **Responsibility for Representatives.** The Receiving Party shall be responsible for any breach of this clause 9 by its employees, contractors, or other representatives to whom it discloses Confidential Information, and shall ensure that such persons are informed of the confidential nature of the Confidential Information.

9.4. **Compelled Disclosure.** If the Receiving Party is required by Applicable Law, regulation, or legal process to disclose any Confidential

Information of the Disclosing Party, the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with prompt written notice of such requirement and cooperate, at the Disclosing Party's expense, in seeking a protective order or other appropriate remedy. If disclosure is required notwithstanding such efforts, the Receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose and shall use commercially reasonable efforts to ensure that confidential treatment is afforded to the disclosed information.

- 9.5. **Equitable Relief.** Each Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages may be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity, without the requirement to post a bond or other security.
- 9.6. **Survival.** The obligations under this clause 9 shall survive the termination or expiration of this Agreement for so long as the Confidential Information remains confidential.

10. Limitation of Liability

- 10.1. **Excluded Losses.** Except as set out in clauses 10.3, 10.4 and 10.5 and to the extent not prohibited by Applicable Law, neither Party shall be liable to the other for any indirect, incidental, special, or consequential loss, or for loss of profits, loss of revenue, loss of business opportunity, or loss of goodwill arising out of or in connection with this Agreement.
- 10.2. **General Liability Cap.** Except as set out in clauses 10.3, 10.4 and 10.5, each Party's total aggregate liability arising out of or in connection with this Agreement shall not exceed the total Fees paid or payable under the applicable Order in the twelve (12) month period immediately preceding the event giving rise to the claim.
- 10.3. **Higher Risk Matters.** The limitations in clauses 10.1 and 10.2 shall not apply to liability arising from:
- a) a Party's breach of its confidentiality obligations under clause 9;

- b) a Party's breach of its obligations under the Data Processing Schedule (if applicable);
- c) Titania's obligations under the Intellectual Property Infringement Indemnity in clause 8.1.

Liability arising from higher-risk matters covered by this clause 10.3 shall be capped at one million United States dollars (USD \$1,000,000) per annum.

- 10.4. **License Misuse.** Nothing in this Agreement shall exclude or limit the Licensee's liability arising from misuse of the Software, including:

- a) use in excess of licensed quantities;
- b) circumvention or attempted circumvention of License controls;
- c) use in breach of the License scope or restrictions set out in this Agreement.

Such liability shall be uncapped and shall include all losses (whether direct or indirect) arising as a result of such misuse.

- 10.5. **Uncapped Liabilities.** Nothing in this Agreement shall exclude or limit liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) a Party's gross negligence or willful misconduct; or
- d) any liability that cannot be excluded or limited under Applicable Law.

- 10.6. **Equitable Relief.** Nothing in this Agreement shall limit either Party's right to seek injunctive or other equitable relief.

11. Term & Termination

- 11.1. **Term.** This Agreement and the License granted under it shall commence on the Effective Date in accordance with clause 2.1 shall continue until expiry in accordance with clause 2.2 or 2.3 (as applicable), unless terminated earlier in accordance with this Agreement.
- 11.2. **Termination for Cause.** Without prejudice to any other rights or remedies, either Party may terminate this Agreement by written notice if the other Party:
- a) commits a material breach of this Agreement which is not capable of remedy; or
 - b) commits a material breach which is capable of remedy and fails to remedy

that breach within thirty (30) days of receipt of written notice requiring it to do so; or

- c) does or omits to do anything which causes, or would reasonably be expected to cause, the terminating Party to be in breach of Applicable Laws, including where the ongoing provision of the Software or Services would breach international trade laws, export controls, import controls, economic sanctions, or other regulatory requirements as set out in clause 12.

11.3. Suspension. Without limiting clauses 5.3.f), 5.4.c), or clause 12, Titania may, on written notice (which may be given electronically), suspend access to the Software and/or Services, in whole or in part, if Titania reasonably believes that:

- a) the Licensee is in breach of this Agreement; or
- b) continued provision of the Software or Services may result in a breach of Applicable Laws.

Any suspension shall continue for such period as Titania reasonably determines is necessary to address the relevant breach, non-payment, or regulatory risk.

11.4. Insolvency. Either Party may terminate this Agreement or an affected Order with immediate effect by written notice if the other Party:

- a) becomes insolvent or is unable to pay its debts as they fall due;
- b) enters into liquidation, administration, receivership, or any analogous insolvency proceedings;
- c) makes an assignment for the benefit of its creditors; or
- d) ceases or threatens to cease carrying on business.

11.5. Effect of Expiry or Termination. Upon expiry or termination of this Agreement or any Order for any reason:

- a) all rights granted to the Licensee under the expired or terminated Agreement or Order shall immediately cease;
- b) the Licensee shall promptly cease all access to and use of the Software under the expired or terminated Agreement;
- c) any outstanding Fees payable as at the date of expiry or termination shall

become immediately due and payable; and

- d) the Licensee shall, where applicable, return or permanently delete any copies of the Software and Documentation in its possession or control.

11.6. No Refunds. Except as expressly set out in this Agreement (including clauses 6.4, 8.3 or where the Agreement is terminated following a breach by Titania in accordance with clause 11.2), all Fees paid or payable are non-refundable, including where this Agreement or any Order is suspended or terminated under this clause 11, to the extent permitted by Applicable Law.

11.7. Survival. Any provisions of this Agreement which by their nature are intended to survive expiry or termination shall survive, including without limitation clauses relating to: (i) intellectual property rights; (ii) confidentiality; (iii) warranties and disclaimers; (iv) indemnities; (v) limitation of liability; and (vi) governing law and jurisdiction.

12. International Trade, Sanctions & Export Controls

12.1. Without limiting clause 6.2, each Party shall comply with all Applicable Laws relating to international trade, export controls, import controls, economic sanctions, and regulatory requirements in connection with this Agreement, including those of the United Kingdom, the United States, the European Union, and any other jurisdiction having authority over the Parties or the activities contemplated by this Agreement.

12.2. The Licensee represents and warrants that it is not, and is not acting on behalf of, any person or entity that is subject to sanctions or restrictive measures under Applicable Laws, nor located in, organised under the laws of, or ordinarily resident in any jurisdiction subject to comprehensive sanctions or trade embargoes.

12.3. The Licensee shall not, and shall not permit any third-party to, access, use, export, re-export, transfer, or otherwise make available the Software or any Outputs in breach of Applicable Laws relating to international trade, export controls, or sanctions, including by or for the benefit of any sanctioned, restricted, or prohibited person, entity, or jurisdiction.

12.4. The Licensee acknowledges that Titania may be required to conduct customer, partner, and

transaction-level compliance checks and agrees to provide such information, confirmations, and reasonable cooperation as Titania may request for these purposes.

12.5. Where required by Applicable Laws or local regulatory requirements, Titania may require that the Software be purchased, licensed, supplied, accessed, or deployed only through an Authorized Partner located in the relevant jurisdiction, or may restrict or decline direct supply.

12.6. If Titania reasonably suspects or determines that use of the Software, continued performance of this Agreement, or fulfillment of any Order may result in a breach of Applicable Laws, Titania may immediately suspend access to the Software and/or Services, restrict performance, or terminate this Agreement and/or the affected Order in accordance with clause 11.

12.7. Any suspension or termination under this clause shall not give rise to any liability on the part of Titania, and the Licensee shall not be entitled to any refund, credit, or compensation in respect of fees paid or payable for the affected period, to the extent permitted by Applicable Law.

13. Force Majeure

13.1. Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent that such delay or failure is the result of a Force Majeure Event. In such circumstances, the affected Party shall be entitled to a reasonable and proportionate extension of time for performing such obligations.

13.2. If a Force Majeure Event occurs, the affected Party must:

- a) promptly notify the other Party in writing, specifying the nature, extent and expected duration of the Force Majeure Event and the anticipated impact on that Party's ability to perform its obligations under this Agreement;
- b) make commercially reasonable efforts to mitigate the effects of the Force Majeure Event to enable that Party resume performance of its obligations as soon as reasonably practicable; and

- c) provide such updates and information to the other Party as may reasonably be expected in the circumstances.

13.3. Should the Force Majeure Event persist for more than thirty (30) days, either Party may terminate this Agreement with immediate effect by written notice, without liability except for obligations accrued prior to termination.

14. Dispute Resolution

14.1. If a dispute arises out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, or termination (a "**Dispute**"), either Party may give written notice to the other Party setting out the nature and details of the Dispute.

14.2. Following service of a Dispute notice, the Parties shall use reasonable efforts to resolve the Dispute in good faith through discussions between authorised representatives of each Party.

14.3. Nothing in this clause 14 shall prevent either Party from seeking urgent injunctive or equitable relief at any time, nor shall it prevent either Party from commencing proceedings in accordance with clause 15 if the Dispute has not been resolved within a reasonable period.

15. Governing Law and Jurisdiction

15.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to its conflict of laws principles.

15.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

16. Notices

16.1. Unless otherwise specified in this Agreement, all notices and other communications between the Parties (other than routine operational communications) required or permitted under

this Agreement or Applicable Law must be in writing, and may be given by:

- a) personal delivery,
- b) registered or certified mail (postage prepaid, return receipt requested),
- c) a nationally or internationally recognised courier service or,
- d) by email to the relevant email address specified in the applicable Order (or such other address or email address as a Party may notify to the other in writing from time to time).

Any notice to Titania must also be copied to legal@titania.com.

16.2. Notices shall be deemed received: if delivered by hand, at the time of delivery; if sent by courier, at the time recorded by the courier as delivered; if sent by registered or certified mail, on the fifth (5th) Business Day after posting; or, if sent by email, at the time of transmission, provided that the sending Party does not receive an automated message indicating that the email was not delivered.

16.3. This clause does not apply to the service of legal proceedings or other documents in any legal action or proceeding.

17. General Provisions

17.1. **Relationship of the Parties.** The Parties are independent contractors. Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, fiduciary, or employment relationship between the Parties.

17.2. **Assignment.** Neither Party may assign, novate, or otherwise transfer this Agreement or any of its rights or obligations under it without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement without consent upon written notice to the other Party: (a) to any of its Affiliates; or (b) in connection with a merger, consolidation, change of control, or sale of all or substantially all its assets. Any attempted assignment in breach of this clause shall be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

17.3. **Publicity.** During the Term, Titania may identify the Licensee as a customer of Titania and a

user of the Software, including by using the Licensee's name, trademarks, service marks, and logos in customer lists, presentations, websites, and other general marketing materials, unless the Licensee notifies Titania in writing that it does not wish to be identified in this way. Any such notice shall take effect within a reasonable period following receipt.

17.4. **Testimonials & Case Studies.** From time to time, Titania may ask the Licensee to provide references, testimonials, endorsements, quotes, or case studies. Any such use will be subject to the Licensee's prior approval; such consent not to be unreasonably withheld or delayed. All use of the Licensee's name and branding will follow the Licensee's reasonable brand usage guidelines as provided to Titania from time to time.

17.5. **Amendments.** No amendment to or modification of this Agreement shall be effective unless made in writing and signed by authorised representatives of both Parties.

17.6. **Waiver.** No failure or delay by either Party to exercise any right or remedy under this Agreement shall constitute a waiver of that or any other right or remedy. Any waiver must be in writing and signed by the Party granting it. A waiver of any right or remedy shall not operate as a waiver of any subsequent breach.

17.7. **Entire Agreement & Reliance.** This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, or understandings, whether written or oral. Each Party acknowledges that it has not relied on any representation, warranty, or assurance not expressly set out in this Agreement, except in the case of fraud.

17.8. **Severability.** If any provision of this Agreement is held by a court or other competent authority to be invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it enforceable, or, if not possible, severed, and the remaining provisions shall continue in full force and effect.

17.9. **Conflict and Order of Precedence.** In the event of any conflict between the terms of this Agreement and any other document incorporated into it, the following order of precedence shall apply: (a) this EULA; (b) the

Order; (c) any Statement of Work; and (d) any other schedules or supplementary documentation referenced in this Agreement. Any variation to this EULA must be expressly

identified in the relevant Order or Statement of Work.