

Third Party Product Terms – Petra Security

1. General Description:

- 1.1 These Third Party Product Terms detail the provision by Klipboard to Customer of the Supplier's identity threat detection and response software and services ("Petra Software").
- 1.2 Third Party Products are provided by third party suppliers and the provisions in these Third Party Product Terms reflect or flow down the terms and basis on which the Petra Software is provided to Klipboard.
- 1.3 Capitalised terms used in these Terms but not defined in herein are defined within the Klipboard Section A Terms and Conditions.
- 1.4 In these Terms, unless the context otherwise requires, the following expressions shall have the following meanings:
 - 1.4.1 "**Customer Data**" means the data inputted by the Customer (including its affiliates, employees and directors) into the Petra Software or otherwise provided to the Supplier as part of the Customer's use of the Petra Software.
 - 1.4.2 "**Reseller**" shall mean Klipboard.
 - 1.4.3 "**Services**" means the Services provided by the Supplier to the Customer including providing the Petra Software and any applicable Support Services.
 - 1.4.4 "**Supplier**" Petra Security Corporation, a company incorporated and registered in the United States of America with registered office situated at 1801 Bush Street, San Francisco, California, 94109.
 - 1.4.5 "**Support Services**" means the related support services (if any) provided by the Supplier to Klipboard to assist the Customer with any technical and advisory support in connection with the Customer's use of the Petra Software.
 - 1.4.6 "**Terms**" mean these Third Party Product Terms.
- 1.5 Klipboard may make changes to these Terms:
 - 1.5.1 at any time following an update in the terms and/or requirements of the Supplier;
 - 1.5.2 at any time following a change in law and/or regulation relating to the use or provision of the Services;
 - 1.5.3 on not less than 30 days' prior notice;and the latest version of these Terms shall govern your access to and use of the Services.

- 1.6 The latest version of these Terms are available at <https://www.kerridgecs.com/page/site/documentation>

2. Licence and access:

- 2.1 Subject to these Terms and on condition of the payment of all Charges, and solely in the manner and to the extent permitted by and provided for in the Customer's Contract, the Customer is granted with a non-sublicensable, non-transferrable, non-exclusive, limited right to remotely access and use the Services for the purposes for which it is provided and subject to any restrictions set out herein or any relevant order form.
- 2.2 Excepts for the right to use the Services as expressly granted in herein, these Terms do not grant the Customer any Intellectual property Rights in respect of the Services and all Intellectual Property Rights in the Services shall vest in, and remain vested in, the Supplier (or its licensors, if applicable).
- 2.3 To the extent that the Customer acquires any Intellectual Property Rights in the Software the Customer will, on the Supplier's written demand, assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier. The Customer shall execute all such documents and do such things as the Supplier may consider necessary to give effect to this clause 2.4 at its own cost.
- 2.4 The Customer shall in no circumstances allow or permit any party other than an authorised user to access the Services using its subscription. Authorised users shall be permitted access only to the extent that they are using the Services for the purposes for which it is provided.

3. Term and Termination:

- 3.1 The Services will be provided for the initial period of 12 months commencing in the date that customer has access to and use of the Services subject to an automatic renewal for successive renewal terms of 12 months.
- 3.2 Customer may terminate the provision of the Services upon written notice to Klipboard at least 45 days' prior to the expiration of the then current term.
- 3.3 Upon termination, the Supplier shall for a period of ninety (90) days immediately following such termination provide the Customer with access to the Customer Data for download whereafter all data may be deleted by the Supplier.

4. Customer's Obligations:

- 4.1 The Customer agrees that all rights set out in these Terms are for the benefit of both Klipboard and of the Supplier

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and that the Supplier may directly enforce any such rights as a third party beneficiary;

4.2 Customer will not:

- (a) Rent, lease, copy, provide access to or sublicense any part of the Services to a third party;
- (b) Use any part of the Services to help develop any products or services that compete with any part of the Services;
- (c) Reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to any part of the Services; and/or
- (d) Modify or create derivatives of any part of the Services provided by the Supplier.

4.3 The Customer grants to the Supplier a perpetual, irrevocable, royalty free, paid-up, sub-licensable, right and license to use, display, reproduce, distribute and otherwise exploit, for any purpose, any and/or all suggestions for improvement, enhancement, recommendations, comments, opinions or other feedback provided by the Customer (whether in oral, electronic or written form) for any part of the Services.

4.4 The Customer shall retain all rights, title and interest in and to Customer Data. Customer grants to the Supplier a non-exclusive, worldwide, royalty-free rights to use the Customer Data to the extent necessary to provide the Services. Customer represents and warrants that (i) it has all rights and authorization to provide the Customer Data and (ii) Customer's provision, use and maintenance of the Customer Data complies with all laws, regulations and third-party rights.

4.5 The Customer acknowledges and agrees that the Supplier may perpetually retain and use aggregated, anonymized information collected by the Services for the Supplier's own purposes. Such data will not be disclosed in any form that identifies the Customer.

5 Supplier's Warranty:

5.1 The Supplier warrants that the Services will be free of material defects but does not warrant the Customer's use of the Service will be error-free.

5.2 The Supplier's sole liability for any breach of this warranty, in the Supplier's sole discretion, shall be (i) to use commercially reasonable efforts to provide the Customer with an error correction or work-around that corrects the non-conformity; or (ii) to allow the Customer to terminate the Services and receive, as its sole remedy, a refund in the amount of all fees paid in advance for the remainder of the term.

5.3 The warranty set forth in this clause 5 shall not apply where the error was caused by misuse, unauthorized modifications or third party hardware, software, or services.

5.4 The Customer acknowledges and agrees that the Supplier may utilize artificial intelligence in providing the Services and that output may be probabilistic or inaccurate and a such no warranties are made by the Supplier in respect of any artificial intelligence output/results.

6 Charges and Payment:

6.1 Klipboard Shall invoice the Customer monthly in arrears for the Charges under the relevant Contract.

6.2 Customer is responsible for checking all invoices and Charges in relation to its use of the Petra Software. Any disputes solely relating to the Charges for the Petra Software must be raised within seven (7) days of date of invoice from Klipboard, and with sufficient information to allow Klipboard to raise any related dispute with the Supplier. Nothing in this clause 6.2 shall entitle the Customer to withhold payment of any invoices. Customer must act reasonably and in good faith in relation to any Petra Software disputes of Charge queries.

7 Limitation of Liability:

7.1 Save for the limited warranty in clause 5, the Services is provided "as is" and the Supplier disclaims all other warranties of any kind, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

7.2 Neither Klipboard nor the Supplier shall be liable, under any legal or equitable theory of law, with respect to any subject matter of these Terms for any (i) indirect, special, incidental, reliance or consequential damages of any kind (including lost profits), even if informed of the possibility of such damages in advance, or (ii) amounts in the aggregate in excess of the fees paid by the Customer for the Services during the immediately preceding six (6) month period (or, if no amounts have been paid, such amount shall be US\$1000.00).

7.3 Neither Klipboard nor the Supplier will have any liability for use of, or reliance on, any output.

7.4 Nothing in these Terms excludes the liability of the Supplier for:

- (a) death or personal injury caused by the Supplier's negligence; or
- (b) fraud or fraudulent misrepresentation.