

## COMMERCIAL TERMS AND CONDITIONS

### 1. INTERPRETATION

#### 1.1 In these Commercial Terms and Conditions:

**Acknowledgement of Order** means an acknowledgement of the Customer's order issued by the Supplier.

**Administrator User** means an Authorised User with administrative privileges in respect of the Customer's account (as designated by the Supplier).

**Affiliate** means any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with the subject entity. "Control" for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**Agreement to Purchase** means the agreement signed between the Supplier and the Customer setting out, among other things the specific Services purchased, the associated Subscription Fees and the Initial Subscription Term or Renewal Period as applicable

**Authorised Users** means those employees or contractors of the Customer only, who are authorised by the Customer in accordance with clause 2, to use the Services and any ancillary documentation, in respect of whom the Customer has purchased a User Subscription.

**Avatars** means synthetic avatars as presenters in Virtual Presenter Videos based on real-life persons, made available as stock avatars by third party Software in the Services

**Business Day** means 09.00 to 17.00 GMT on any day which is not a Saturday, Sunday, bank or public holiday in England and Wales.

**Commencement Date** means the date at which the Services commence as specifically noted in any Agreement to Purchase or pricing proposal, or in the absence of such date being specified the Effective Date.

**Confidential Information** means in relation to either party, any or all information of a confidential nature (whether in oral, written or electronic form) including trade secrets and information of commercial value known and belonging to that party and concerning its business, suppliers, customers, products or services (including without limitation the Software, Products and their ancillary documentation) and any other information which the recipient knows or is notified or has reason to believe is confidential to the disclosing party.

**Contract** means the contract between the Supplier and the Customer for the supply of the Services in accordance with these T&Cs and any applicable Agreement to Purchase.

**Customer** means the organisation (inclusive of their known subsidiaries and Affiliates) which has purchased User Subscriptions from the Supplier from time to time, as specified in the Agreement to Purchase or otherwise.

**Customer Data** means all content, including text, sound, video image files, logos or branding of any kind provided and uploaded by, or on behalf of, the Customer, its Authorised Users, or (if applicable) the Supplier (or its sub-contractors) through use of the Supplier's platform. Customer Data does not include personal data within the meaning of data protection legislation.

**Customer Equipment** means a functioning hardware system and software facilitating access to a modern internet browser, namely latest versions of Google Chrome, Mozilla Firefox, Safari or MS Edge, as well as anything else specified by the Supplier from time to time.

**Customised Services** means the creation and supply to Customer, by Supplier of eLearning course or other named materials, which conform to the Customer's requirements as documented in the Statement of Work

**Data Processing Agreement (DPA)** means a supplemental agreement between the Supplier and the Customer which sets out the additional terms, requirements and conditions on which the Supplier will process personal data on behalf of the Customer when providing Services under the Contract. The DPA is accessible [here](#).

**Data Protection Laws** means all applicable laws concerning the processing of personal data by the Supplier including without limitation and as applicable, the General Data Protection Regulation EU2016/679 (GDPR)

**Effective Date** means (i) the date of last signature on the Agreement to Purchase, or (ii) the date of the written Acknowledgement of Order as referred in clause 1.2 or the Commencement Date as noted on the pricing proposal (whichever is earlier), at which point the Contract shall come into existence.

**Initial Subscription Term** means the initial subscription term as set out in the Agreement to Purchase or pricing proposal, beginning on the Commencement Date (or such other period as the Supplier may agree in writing with the Customer either in the Agreement to Purchase or otherwise).

**Intellectual Property Rights (IPRs)** means patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted,

renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the right to sue for and recover damages for past infringements.

**Managed Service** means the services provided by the Supplier where the Customer has outsourced the responsibility for operating the Software to the Supplier, as more particularly set out in the Agreement to Purchase or pricing proposal.

**Payment Terms** means the payment terms set out in the Agreement to Purchase and in these T&Cs.

**Professional Services** means any professional services to be provided to the Customer as described in any applicable Agreement to Purchase or pricing proposal.

**Purpose** means the Authorised Users accessing and using the Services in accordance with this Contract and for their benefit and the benefit of the Customer only.

**Renewal Period** means rolling terms of 12 months.

**Services** means the services to be provided by the Supplier to the Customer under the Contract which may consist of each of, or a combination of, the following (i) the Professional Services, (ii) the Managed Services, (iii) the Customised Services (iv) the Virtual Presenter Video Services, and/or (v) the subscription services provided by the Supplier to the Customer and making them available for access to Authorised Users via the Supplier's platform or, in the instance of SCORM transfer, the Customer's Learning Management System, using the Customer Equipment. Any such Services shall be set out in the applicable Agreement to Purchase, pricing proposal or, in the case of Customised Services, in the related Statement of Work.

**Service Charges** means the service charges in respect of any Customised Services requested by the Customer, any enhanced support provision (in addition to the Supplier's standard customer support services which do not incur an additional charge), Professional Services or Managed Services. Service Charges (if applicable) will be included in the related pricing proposal or Agreement to Purchase.

**Software** means the MetaCompliance® software applications or software provided on a licensed basis by a third party which is provided under contract by the Supplier as part of the Services.

**Specifications** means a Services description as provided by the Supplier and available [here](#).

**Statement of Work** means an additional schedule to these T&Cs which upon signature shall together with these T&Cs form the Contract between the Customer and Supplier. Each Statement of Work shall be assigned an identifiable service schedule number ("SSN").

**Subscription Fees** means the subscription fees payable by the Customer to the Supplier for the User Subscriptions as set out in these T&Cs and any applicable Agreement to Purchase.

**Subscription Term** means, in respect of each User Subscription, the term beginning on the Commencement Date, and continuing for the Initial Subscription Term, and any Renewal Periods (subject to clause 14.3), unless and until this Contract is terminated in accordance with its terms.

**Supplier** means MetaCompliance Limited (company number NI049166) whose principal office is at 180 Piccadilly, London, W1J 9HF

**Support** means the support services which are provided by the Supplier in relation to each Administrator User, for the relevant Subscription Term, and made available in accordance with the Support Services Policy. Remote access must be provided by the Customer to allow the Supplier access to the Customer Equipment for emergency fixes. Support queries may only be raised by Administrator Users. The Supplier may also provide online support resources for Authorised Users.

**Support Services Policy** means the Supplier's policy available [here](#) for providing support in relation to the Services made available to the Customer by the Supplier on request.

**T&Cs** means these Commercial Terms and Conditions.

**Term** means the term of this Contract as defined in clause 14.1.

**Third Party Material** means materials and content made available as default in the Virtual Presenter Video Services, including Avatars, voices, backgrounds, images, videos, music, fonts and templates.

**TPP** means third party provider of an element of the Software, which may include any of the Sub-processors listed in the DPA or as otherwise notified by the Supplier in a Specification, Agreement to Purchase or otherwise.

**User Subscription(s)** means the subscriptions purchased by the Customer which entitle Authorised Users to access and use the Services in accordance with this Contract.

**Virtual Presenter Video Services** means, the services available for provision to the Customer, where agreed by the Supplier and where the Customer has purchased User Subscriptions in respect of such services, which enable Customer and Authorised Users to create videos via the Software which may use, adapt, contain and incorporate Customer Data and Third Party Material (such as videos being **Virtual Presenter Videos**).

- 1.2 In the absence of a signed Agreement to Purchase noting the Commencement Date, the Customer's order shall be deemed accepted when the Supplier issues a written Acknowledgement of Order to Customer or any reseller (as applicable) at which point the Contract shall come into existence.
- 1.3 These T&Cs were most recently updated on 23rd June 2025. They will apply to new Contracts from the 1<sup>st</sup> July 2025 unless an amendment has been agreed in writing and signed by both parties. Supplier may update these T&Cs in respect of changes required due to ongoing developments of the Software from time to time. In such cases, Supplier shall provide four (4) weeks' prior written notification. If the Customer does not object in writing to legal@metacompliance.com to these changes within such notice period, the amendments shall be deemed accepted at the end of the notice period. If the Customer objects to the changes within the notice period, the contractual relationship will continue in its previous form unless otherwise agreed in writing. The Customer acknowledges and agrees that objection to changes to these T&Cs may result in new features of the Software being unavailable to the Customer for use.
- 1.4 These T&Cs apply to the Contract to the express exclusion of any other terms that the Customer seeks to impose or incorporate regardless of whether such standard terms appear on any order form of Customer or other document and even if Supplier executes a contract without expressly objecting to such conditions.
- 1.5 In the event of any inconsistency or conflict between any provision contained in an applicable Agreement to Purchase and any provision contained in these T&Cs, the provision in the Agreement to Purchase shall take precedence and the provision in these T&Cs shall take precedence over any provision contained in the schedules or appendices or other documents not expressly incorporated herein.

## 2. USER SUBSCRIPTIONS

- 2.1 The Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Subscription Term for the Customer's internal business operations on the following terms.
- 2.2 In relation to the Authorised Users, the Customer undertakes that: (a) it shall be responsible for compliance by Authorised Users with these T&Cs, and that the restrictions on the Customer set out within these T&Cs shall, unless the context requires otherwise, equally apply to any such persons; (b) each User Subscription is entirely individual, assigned by name, email address and protected by an individual password; (c) it will not allow any User Subscription to be used or shared by more than one individual Authorised User unless it has been transferred in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services; (d) each Authorised User shall keep his password confidential; (e) it shall maintain an up to date list of current Authorised Users and provide such list to the Supplier within 10 Business Days of the Supplier's written request at any time; (f) it shall permit the Supplier to audit the Services in order to establish the number of User Subscriptions is within the Contract limits. Such audit may be conducted no more than once per quarter, shall be non-intrusive and not interfere with the use of the Services; (g) if any of the audits referred to in clause 2.2(f) reveal that the Customer has underpaid Subscription Fees to the Supplier the Customer shall pay to the Supplier an amount equal to such underpayment (as calculated in accordance with clause 3.2 below) within 30 Business Days of the date of the relevant audit; and (h) if any of the audits referred to in clause 2.2(f) reveal that access has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such access and the Supplier shall not allow access to any such individual.
- 2.3 The Customer shall not, and shall not allow its Authorised Users to, access, upload, store, distribute or transmit any malware, or any material onto the Supplier's platform during the course of their use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes damage or injury to any person or property; and the Supplier reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 2.4 The Customer shall not: (a) other than as permitted by law and these T&Cs, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or its content in any form or media or by any means; nor attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or (b) access all or any part of the Services in order to build a product or service which competes with the Services; or (c) use the Services to provide services to third parties other than Authorised Users; or (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2; or (f) interfere with or disrupt the integrity or performance of

the Services or third party data contained therein; or (g) attempt to gain unauthorised access to the Services or their related systems or networks.

- 2.5 The Customer shall use its best endeavours to prevent any unauthorised access to, or use of, the Services and/or its content and, in the event of any such unauthorised access or use, promptly notify the Supplier.

## 3. ADDITIONAL USER SUBSCRIPTIONS

- 3.1 Subject to clause 3.2, the Customer may, from time to time during the Subscription Term, purchase additional User Subscriptions or additional Services.
- 3.2 The Customer shall, within 30 days of the invoice receipt, pay to the Supplier the relevant fees for such additional Services or User Subscriptions. If additional Services or User Subscriptions are purchased by the Customer part way through the Subscription Term, such fees shall be pro-rated.

## 4. SERVICES

- 4.1 The Supplier shall, during the Subscription Term deliver the Support and the Services to the Customer on and subject to these T&Cs.
- 4.2 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services on Business Days in accordance with the Supplier's Support Services Policy.
- 4.3 For any customised and enhanced services required by the Customer, the Supplier shall charge the Customer additional Service Charges in accordance with any pricing proposal or Agreement to Purchase provided.
- 4.4 The Supplier may, from time to time at its discretion, generally upgrade and improve the Services and Software as it sees fit and the Customer acknowledges that such upgrades and improvements may affect its use of the Services. Any specific upgrades requested by the Customer are chargeable by the Supplier in accordance with any pricing proposal or Agreement to Purchase provided.
- 4.5 The Supplier will provide hosting service and store all Customer Data and any personal data on behalf of the Customer in the cloud. The hosting is an intrinsic part of the Services offered by the Supplier, subcontracted to Microsoft Azure.
- 4.6 It is acknowledged by Customer that the Software provided pursuant to the Services and terms of the Contract, may contain artificial intelligence functionality ("AI") including, without limitation, generative AI (please see Specifications which detail whether such products subscribed for pursuant to this Contract includes such). The Customer acknowledges and agrees that AI is not guaranteed to achieve the desired or any specific outcome in all circumstances and that AI can be expected to generate incorrect or undesirable results from time to time. This is not a failure of the Software but a characteristic of AI, the model and algorithms used and the training data applied. Customer hereby acknowledges and agrees that the AI used in any Software is provided by Supplier on an "as is" basis without any guarantee or commitment in respect of the output material, methods by which the AI was trained, the explainability of the AI or material generated or used by such AI. Without prejudice to the Customer's ownership of Customer Data, to the extent permitted under applicable law, Supplier expressly disclaims all warranties and Customer receives no warranties or conditions of any kind, whether express or implied, including, but not limited to, those of legality, reliability, integrity, accuracy, merchantability, satisfactory quality and fitness for a particular purpose, with respect to the AI. Supplier makes no warranties or representations that the AI or content generated by it will meet Customer requirements and/or that the AI or content generated by it will be uninterrupted, timely or error-free nor in respect to the results that may be obtained from the use of the AI.
- 4.7 Supplier excludes liability to the greatest extent possible in law for any undesirable consequences arising from the operation, incorrect operation or non-operation of AI in the Software. The Customer accepts and agrees that its use of the AI in the Software must be undertaken in a lawful, ethical, non-discriminatory manner and in particular will not be used to deliberately cause harm or offence and will be operated in a fair and unbiased manner to prevent discrimination on the basis of race, gender, age, or other protected characteristics. The Customer accepts that where there is potential to cause harm or offence, its use of the AI in the Software must be subject to human oversight and not permitted to operate autonomously. The Customer is hereby recommended to verify the accuracy, appropriateness and lawfulness of outputs generated by the AI in any Software, including (without limitation) for potential hallucinations. The Customer acknowledges that it has and will exercise appropriate skill, knowledge and judgment in its review and verification of such output.
- 4.8 The Supplier reserves the right to collect, process, and use such data derived from the Customer's use of the Services. Such data may be used for the Supplier's internal purposes, including, but not limited to, analytics, research, product improvement, and the development of new features. The Customer agrees to provide the Supplier's processing notice (as available [here](#)) to all data subjects whose personal data may be processed in such activities in accordance with this clause (personal data and data subjects being as defined in applicable Data Protection Laws). The Supplier will ensure that data used for the purposes of analytics is anonymised in such a way that it cannot be traced back to any individual or specific entity. The Customer acknowledges and agrees that the Supplier may use data to improve the Services, develop new products and features, identify and

report trends, and enhance the overall user experience without any remuneration or recognition of the Customer.

- 4.9 Supplier may offer beta services to Customer at no additional charge. Such beta services (a) are at the Customer's option and are for evaluation purposes only; (b) shall not be considered as a subscription service and do not therefore benefit from any support services from the Supplier; and (c) may be subject to additional terms. The Customer acknowledges and agrees that beta services (a) may be unpredictable and lead to erroneous results; (b) are experimental and have not been fully tested; (c) may not meet the Customer's requirements; (d) may not result in uninterrupted or error free use; (e) are provided for the purpose of evaluating and testing and for providing feedback to Supplier; (f) are considered Confidential Information. The Supplier reserves the right to discontinue the beta services at any time and, the use of the beta services will automatically terminate at such time that the Supplier makes the beta services generally available. The Customer shall: (a) inform its Authorised Users regarding the nature of beta services being provided and (b) promptly report any errors, defects, or other deficiencies in any beta services to the Supplier. Notwithstanding any other provision of these T&Cs, all beta services are provided "as is" without warranties of any kind. Customer hereby waives any and all claims, now known or later discovered, that Customer may have against Supplier (including its Affiliates, subcontractors or any other third party involved in delivery of the beta services) arising out of or in connection with the beta services.

## 5. DEVELOPMENT OF CUSTOMISED SERVICES

- 5.1 If the Services include the provision of Customised Services then the following provisions shall apply.
- 5.2 If not already agreed and documented in the Statement of Work, the parties shall develop and agree the Specification of the Services. Supplier shall have no obligation to produce the Customised Services until the Specification within the Statement of Work is agreed and documented.
- 5.3 In the case of any conflict between these T&Cs and the agreed Statement of Work, the Statement of Work shall take precedence.

## 6. SUPPLIER'S OBLIGATIONS

- 6.1 The Supplier warrants that the Services (including delivery of any Professional Services or Managed Service) shall be performed with reasonable skill and care and that the Software shall operate materially as described in the Specifications.
- 6.2 If the Services or Software fail to conform materially with the above warranty (a **Service Defect**), the Customer shall notify the Supplier promptly with full details (the **Warranty Claim**). The Customer shall cooperate in good faith with the Supplier in the process of investigating and seeking to remedy the Service Defect.
- 6.3 Once the Supplier has validated the Warranty Claim, it shall (at its option):
- (a) fix the Service Defect;
  - (b) create a workaround for the Service Defect that has no material impact on the operation or quality of the Service or Software; or
  - (c) terminate the Contract on written notice to the Customer, refunding to the Customer all Subscription Fees paid up to the date of termination minus a pro rata sum for the fees paid up to the date when the Warranty Claim was notified to the Supplier.
- 6.4 A Warranty Claim shall be invalidated to the extent that the Service Defect is caused by use, configuration or modification of the Service or Software by Customer (or an unauthorised third party) other than in accordance with the Specifications provided by the Supplier.
- 6.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

## 7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall: (a) at its cost, provide the Supplier with all necessary co-operation in relation to this Contract, and all necessary data and access to information as may be required by the Supplier, its agents or contractors, in order to render the Services, including but not limited to applicable specifications, data management decisions, approvals, security access information and configuration services; (b) comply with all applicable laws and regulations with respect to its activities under the Contract and in connection with the Services (including, without limitation, regarding its usage of AI in the Software, the material and prompts it inputs into the AI in the Software (including, regarding the legality, reliability, integrity, accuracy and quality of the input material) and usage of any material generated by such AI); (c) carry out all other Customer responsibilities set out in these T&Cs in a timely and efficient manner. In the event of any delays, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary; (d) ensure that the Authorised Users use the Services in accordance with these T&Cs and shall be responsible for any Authorised User's breach of the Contract; (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under the Contract, including without limitation the Services; (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; (g) be solely responsible for procuring, maintaining and securing its network connections and telecommunications links, and maintaining appropriate Customer Equipment; (h) provide a single main

point of contact who can address questions or issues relating to the Services, provide timely feedback and review any changes to the Services; and (i) be solely responsible at its own cost for generating Customer Data required to utilise the Services and for uploading all such content and data onto the Supplier's platform.

## 8. CHARGES AND PAYMENT

- 8.1 The Customer shall pay the Subscription Fees (and any Service Charges, or other charges specified or agreed) to the Supplier in accordance with these Payment Terms. Invoices are payable within 30 days of invoice issue date, unless otherwise agreed in writing by the Supplier. If the Supplier has not received payment for any Subscription Fees in accordance with these T&Cs, and any Services Charges within 10 days after the due date, without prejudice to any other rights and remedies of the Supplier: (a) the Supplier may (subject to giving 5 day's written notice), without liability to the Customer, disable the Customer's and any Authorised Users' passwords, accounts and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) the Customer shall pay the interest on the overdue amounts in accordance with the prevailing statutory rate in the UK. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Customer shall pay the interest together with the overdue amount.
- 8.2 All amounts and fees stated or referred to in the Contract: (a) shall be payable in the currency detailed in the pricing proposal or Agreement to Purchase; (b) are non-cancellable and non-refundable (except as otherwise provided in these T&Cs); (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate where applicable.
- 8.3 Professional Service days must be utilised within the first 12 months from the Commencement Date (as indicated on the Agreement to Purchase). Professional Service days not utilised within such timeframe will be considered rendered and non-refundable.
- 8.4 Supplier reserves the right to increase Subscription Fees or Service Charges at any time, provided however that any increase will not go into effect until the end of the then current term (Initial Subscription Term or Renewal Period, as applicable).
- 8.5 Any on-site support required by the Customer and agreed by the Supplier will be chargeable at the Supplier's then prevailing standard daily rates in accordance with the Supplier's Support Services Policy.

## 9. PROPRIETARY RIGHTS

- 9.1 The Customer acknowledges and agrees that the Supplier and/or third parties own the Intellectual Property Rights (IPRs) in the Services, Software and its content. Except as expressly stated herein, these T&Cs do not grant the Customer any rights to IPRs in respect of the Services, Software or its/their content or output.
- 9.2 The Customer shall, and represents that it does, own all rights, title and interest in all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and the means by which it acquired such Customer Data.
- 9.3 The Supplier shall use reasonable endeavours to maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.
- 9.4 The Supplier shall not modify, disclose or access Customer Data except: (a) as required by law; (b) as expressly permitted by the Customer; (c) to contact the Customer or Authorised Users; (d) to provide the Services; (e) to address technical problems or issues with the Services; or (f) at the Customer's request when providing Support.
- 9.5 In the event of any loss of or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use its reasonable endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier (or its hosting provider, as appropriate according to the nature of the Customer Data which has been lost or damaged).
- 9.6 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under the Contract the Customer shall be the controller and the Supplier shall be a processor ("controller" and "processor" having the meanings given to them in the Data Protection Laws) and the parties shall be deemed to have entered into the Data Processing Agreement (DPA) as available [here](#), unless a separate DPA signed by the parties is in place.

## 10. CONFIDENTIALITY

Each party shall maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information (or permit any third party to do so) other than as strictly necessary for the performance of its rights and obligations under the Contract. The provisions of this clause shall not apply to any information which: (a) is or comes into the public domain without breach of this agreement; or (b) was in the possession of the receiving party prior to receipt from the disclosing party without an obligation of confidence; or (c) was obtained from a third party free to divulge such information; or (d) is required to be disclosed by law or by any legal, regulatory or administrative body.



## 11. COMPLIANCE WITH LAWS

- 11.1 Each party shall comply with laws and regulations (including export control obligations) applicable to its obligations under the contract, and the other party has a duty to cooperate in good faith and using its reasonable endeavours in support of such compliance.

## 12. INDEMNITY

- 12.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with: (a) its and/or the Authorised Users' actual or alleged infringement of third party Intellectual Property Rights in the Customer Data provided to Supplier for use in delivery of the Services, including in any phishing simulation templates uploaded or created by the Customer, and sent via the Software; (b) Personal Data (as defined in the Data Protection Laws) provided by the Customer to Supplier; and (c) any culpable breach of the obligations outlined in Clause 2 of these T&Cs which can be demonstrated to have caused the Supplier harm. This is provided that (a) the Customer is given prompt notice of any such claim; and (b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of IPR or Personal Data claim, at the Customer's expense.
- 12.2 The Supplier shall, subject to clause 12.4 and 12.5 defend the Customer against any claim that the Software itself or any Third Party Material infringes any UK or EU patent effective as of the Commencement Date and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that: (a) the Supplier is given prompt notice of any such claim; (b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and (c) the Supplier is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim which is the subject of the indemnity in clause 12.2 the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract subject to repayment of the balance of any Subscription Fees paid in advance for the remaining Subscription Term (Initial Subscription Term or Renewal Period, as applicable).
- 12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Services by anyone other than the Supplier; or (b) the Customer's use of the Services in a manner contrary to the Purpose and Specification given to the Customer by the Supplier, which, for the avoidance of doubt, includes any Third Party acceptable use policy; or (c) the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or (d) the use of any trade mark or copyright was referred to within the Software as being at the Customer's own risk of use; or (e) the presence, providence, usage of or content generated by any AI in the Software.
- 12.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any IPRs. The Customer agrees that it shall otherwise use the Services and Software at its own risk and hold the Supplier harmless from any claim in respect of a third party IPR infringement that may be brought against the Customer.

## 13. LIMITATION OF LIABILITY

- 13.1 This clause 13 sets out the entire financial liability of one party to the other for any breach of the Contract or for any other legal default (including, for the avoidance of doubt, negligence) arising in connection with the Contract.
- 13.2 Except as provided expressly in these T&Cs: (i) all warranties and other terms implied by law or statute are excluded to the fullest extent permitted by applicable law; and (ii) Customer assumes sole responsibility for the results obtained by it from use of the Services and Software and from any conclusions of such use.
- 13.3 Subject to the indemnities provided by each Party, each party's total aggregate liability howsoever caused under or in connection with the Contract, inclusive of known subsidiaries and Affiliates, shall be limited in aggregate for the term of the Contract to the total Subscription Fees paid or payable for the User Subscriptions during the 12 month period prior to the first event giving rise to any such liability.
- 13.4 Subject to the next provision, neither party shall be liable under or in connection with this Contract for any indirect, special or consequential losses, nor for loss of profit, goodwill or business opportunity, or wasted expenditure.
- 13.5 Nothing in these T&Cs shall limit either party's liability for death or personal injury caused by its negligence, wilful misconduct, fraud or any other liability that may not be limited according to applicable law.

## 14. TERM AND TERMINATION

- 14.1 The Contract shall come into force on the Commencement Date and shall (unless terminated earlier in accordance with these T&Cs) continue in full force and effect until the end of the Subscription Term.
- 14.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract if: (a) the other party commits a material breach of the Contract and (if such a breach is

remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or (b) the other party ceases or threatens to cease to trade, or become insolvent, has a receiver or administrator appointed over the whole or any part of its assets or business, makes any arrangements with its creditors, or an order or resolution is made for its dissolution or liquidation, or takes or suffers any similar or analogous procedure, event or action in any jurisdiction.

- 14.3 The Subscription Term shall automatically renew after the Initial Subscription Term and over each Renewal Period unless and until either party gives notice to the other in writing (including by email) that it does not wish the Contract to continue beyond the then current Renewal Period. Such notice shall not expire earlier than the end of the Initial Subscription Term or subsequent Renewal Period. In order to prevent the automatic renewal of the Services, three months' notice of termination for convenience must be provided in advance of the anniversary of the Subscription Term in writing to the Supplier by email to: [finance@metacompliance.com](mailto:finance@metacompliance.com) and in accordance with clause 16.8 below.
- 14.4 On expiry or termination of the Contract for any reason: (a) all licences granted under the Contract in respect of User Subscriptions shall immediately terminate, even if the Subscription Term is defined as "perpetual" in, or if no expiration date is specified in the Agreement to Purchase; (b) each party shall make no further use of any Confidential Information belonging to the other party; and (c) the accrued rights of the parties as at expiry or termination, or the continuation after expiry or termination of any provision expressly stated to survive (including, without limitation, clauses 1, 9, 10, 12.1, 133, 14.4 and 16) or implicitly surviving termination, shall not be affected or prejudiced; and (d) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession within 90 days following expiration or termination of the Contract.

## 15. VIRTUAL PRESENTER VIDEO SERVICES

- 15.1 This clause 15 shall apply to all Customers who have purchased Authorised User Subscriptions for Virtual Video Presenter Services.
- 15.2 Use of Customer Data by TPP: The Customer hereby authorises Supplier to grant the TPP a worldwide, royalty-free, fully paid-up, and sublicensable license to display, host, copy, use, process, edit, modify and reproduce (in any form) Customer Data and any other material as input by or on behalf of the Customer for or into the Virtual Video Presenter Services (including, without limitation, any constituent personal data) for the limited purpose of providing and maintaining the Virtual Presenter Video Services (including, without limitation, producing and providing Virtual Presenter Videos) to Customer. For the avoidance of doubt, the TPP is not permitted by the Supplier to use the Customer Data to train any AI model or algorithm nor process Personal Data provided by or on behalf of the Customer other than as specified in the DPA. Customer confirms that it shall not and will not provide any data as described in article 9 of the GDPR for this purpose. Customer Data and any other material as input by or on behalf of the Customer for or into the Virtual Presenter Video Services (including, without limitation, any constituent personal data) used by the TPP will be deleted within 48 hours (or less) of the Virtual Presenter Video being provided to the Customer for use as part of the Services.
- 15.3 License to Customer: Subject to the full payment of undisputed fees and compliance with the requirements of Clause 15 of these T&Cs, upon creation of a Virtual Presenter Video, TPP or Supplier (as relevant) grants to Customer (directly or via a flow down of contractual terms within the contract between the TPP and the Supplier), a limited, revocable, non-exclusive, worldwide, royalty-free licence for the Customer and its Authorised Users (only) to use the Virtual Presenter Video(s) and the Third Party Material in the Virtual Presenter Video during the Subscription Term. If any of the provisions of the Contract, including this clause 15, is violated, the license provided in relation to the relevant Third Party Materials in the relevant Virtual Presenter Video(s) may be revoked.
- 15.4 Acceptable Use Policy: Customer warrants that (1) All Authorised Users must be at least thirteen (13) years old, and if Authorised Users are between thirteen (13) and eighteen (18) years old then Customer will ensure that a parent or guardian has consented to Authorised User's access to and use of these Services; and (2) at all times Customer and its Authorised Users will use the Software and Services and only provide Customer Data and any other material as input by or on behalf of the Customer for or into the Virtual Presenter Services (including, without limitation, any constituent personal data) in compliance with the acceptable use policy available at <https://www.colossyan.com/acceptable-use> as it may be updated by TPP from time to time ("Acceptable Use Policy").
- 15.5 Monitoring: Supplier and TPP reserve the right to monitor and review Virtual Presenter Video(s) to ascertain compliance with clause 15.4. Should Customer violate obligations outlined in clause 15.4, Supplier shall have the right to remove the offending Virtual Presenter Video without prior notice, terminate or suspend Customer's access to the Services and/or reporting such activities to law enforcement authorities.
- 15.6 Customer is solely responsible for compliance with laws and regulations applicable to Customer's and Authorised User's use of the Software and Services. To the extent Customer is subject to the US Health Insurance Portability and Accountability Act of 1996, and its implementing regulations (HIPAA), Customer warrants that it will not use the Services to store or transmit any "protected health information" as defined by HIPAA.

**16. GENERAL**

- 16.1** The Supplier shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations, or from carrying on its business, by events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for more than 3 (three) months, the Customer may terminate the Contract by giving 4 (four) weeks' notice to the Supplier.
- 16.2** A waiver of any right or remedy is only effective if it is in writing and shall not be deemed a waiver or any subsequent breach or default.
- 16.3** If any provision of these T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the Contract.
- 16.4** These T&Cs and the applicable Agreement to Purchase constitute the entire agreement between the parties and supersede and extinguish all previous understandings between them, whether written or oral, relating to the Contract.
- 16.5** Neither Party may assign any of its rights or delegate any of its obligations hereunder, in each case either voluntarily, involuntarily, by action of law or otherwise, without the prior written consent of the other party, such consent shall not be unreasonably withheld; provided however, that a Party may assign its right or delegate its obligations, in whole or in part, without such consent to (i) its affiliate(s), or (ii) an entity that acquires all or substantially all of the business or assets of that Party, whether by merger, reorganisation, acquisition, sale, or otherwise. Any purported assignment or delegation in violation of this clause will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. The Contract remains binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- 16.6** Nothing in these T&Cs is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 16.7** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. No one other than a party to the Contract shall have any right to enforce any of its terms.
- 16.8** Any notice given in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified in writing, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or sent by email to the other party's email address as set out in the applicable Agreement to Purchase. The Supplier's address for service is Third Floor Old City Factory 100 Patrick Street, Londonderry BT48 7EL, Northern Ireland.
- 16.9** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 16.10** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until it has attempted to settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
- 16.11** The Agreement to Purchase may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute the same agreement.
- 16.12** Subject to clause 1.3, no variation of these T&Cs or the Agreement to Purchase shall be effective unless it is in writing and signed by authorised representatives of each of the parties.

Archived Terms and Conditions are available [HERE](#)