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CODIFIED SECURITY LIMITED'S STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. Definitions
 - 1.1. **"Anti-Bribery Laws"** means any and all statutes, statutory instruments, by-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) which relate to anti-bribery and/or anti-corruption, including (without limitation) the Bribery Act 2010;
 - 1.2. **"Conditions"** means these terms and conditions;
 - 1.3. **"Confidential Information"** means any information (whether written, oral, in electronic form or in any other media) that is disclosed by or on behalf of a party to or otherwise accessed by the other party or its employees, agents and/or subcontractors in connection with the Contract and/or the provision of the Services and that relates (in whole or in part) to the disclosing party or its business, including (without limitation) all tangible and intangible information designated as confidential by any party in writing and all other information which may, by its nature, should be reasonably regarded as confidential including, but not limited to, procedure's, app vulnerabilities, the Customer's passwords and details of Codified Security's methodologies;
 - 1.4. **"Contract"** means the contract formed by these Conditions together with the Order Form, as may be varied from time to time in writing between the parties;
 - 1.5. **"Customer"** means the individual(s) and/or organisation(s) to whom Codified Security is providing Services;
 - 1.6. **"Data Protection Legislation"** means the Data Protection Act 1998 and Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any related or ancillary legislation, (each as modified, amended, extended, consolidated, re-enacted and/or replaced from time to time);
 - 1.7. **"Fees"** means Codified Security's fees for the Services as detailed in the Order Form, and all reasonable expenses incurred by Codified Security in carrying out the Services;
 - 1.8. **"Intellectual Property Rights"** means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, registered trademarks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, rights in formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results,

- reports, component lists, manuals and instructions, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;
- 1.9. "Codified Security" means Codified Security Limited, company registration number 10462859;
 - 1.10. "Order Form" means Codified Security's order form which, unless otherwise agreed by Codified Security in writing, must be signed and returned by the Customer to order Services;
 - 1.11. **"Personal Data"** means personal data (as defined in the Data Protection Act 1998, as modified, amended, extended, consolidated, re-enacted and/or replaced from time to time) to which Codified Security may (by or on behalf of the Customer) be granted access, during the course of the provision of the Services;
 - 1.12. **"Results Reports"** means the results of the Services produced by Codified Security in various formats; and
 - 1.13. **"Services"** means any or all of the mobile app security testing services as described on the website www.codifiedsecurity.com.

General Terms and Conditions applicable to all Services

2. Codified Security Duties:

- 2.1. Codified Security shall perform the Services on behalf of the Customer using reasonable skill and care and in a professional manner.
- 2.2. Where Results Reports are required they shall be produced by Codified Security and sent to the Customer within 24 hours after the app has been submitted.
- 2.3. Codified Security shall, where any of its employees are present on the Customer's premises, use all reasonable endeavors to ensure that such employees comply with such reasonable site rules and procedures as are notified to Codified Security from time to time.

3. The Customer agrees:

- 3.1. To be responsible for all activities which occur under its passwords or account and to maintain the secrecy of those passwords. The Customer may at any time change its passwords by logging in to dashboard.codifiedsecurity.com and changing their settings..
- 3.2. That, should it tell another person of its user names and passwords so that they may log in to the dashboard, this is entirely at the Customer's risk and Codified Security has no liability for any use or misuse of any information to which they may gain access to on the dashboard.codifiedsecurity.com website or for any activities they may carry out.
- 3.3. At all times to co-operate with Codified Security and to provide it promptly with such information and access to mobile app files as is reasonably required by Codified Security.
- 3.4. That, if it does not pay the Fees by the due date for payment, Codified Security may suspend or terminate the Services without further notice.

- 3.5. That (i) Codified Security may identify you as a recipient of services and use your logo in sales presentations, marketing materials and press release, and (ii) to develop a brief customer profile for use by Codified Security on www.codifiedsecurity.com for promotional purposes.

4. **Fees and Payment**

- 4.1. Unless otherwise agreed in writing, the Fees payable for the Services shall be invoiced on or after receipt by Codified Security of the signed Order Form from the Customer. Each invoice will be payable within 30 days of the date on which the invoice is issued.
- 4.2. All payments due under this Contract shall become due immediately upon termination of this Contract despite any other provision herein. All payments due under this Contract shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise except where the Customer is expressly permitted to do so by law or Order of Court.
- 4.3. The parties agree that any Fees paid or payable are non-refundable. Accordingly if the Contract is terminated or the Services are cancelled, Codified Security will be entitled to retain such Fees

5. **Confidentiality and Data Protection:**

- 5.1. Each party will be entitled to disclose Confidential Information to its employees, agents and sub-contractors, provided that the same are under a duty of confidentiality no less onerous than as set out in these Conditions. Save as provided in the preceding sentence, neither party will disclose or permit its employees, agents and sub-contractors to disclose any Confidential Information entrusted to it by the other party provided always that this restriction shall not apply to information already in the receiving party's possession, or which comes into the public domain other than by breach of this obligation by the receiving party or its employees, agents and sub-contractors, or which is disclosed to the receiving party by a third party lawfully entitled to disclose the same or which is required to be disclosed pursuant to any law or regulation or by the rules of any stock exchange or by a court of competent jurisdiction.
- 5.2. The Customer warrants to Codified Security that the Customer (a) has all requisite authority and has obtained and will maintain (including, without limitation, by way of incorporating into all materials and processes through which Personal Data is captured) all necessary consents required under the Data Protection Legislation, and (b) has otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to:
- 5.2.1. disclose to Codified Security any Personal Data;
- 5.2.2. allow Codified Security to carry out its obligations under and incidental to the Contract, which may include processing (as defined in the Data Protection Act 1998, as modified, amended, extended, consolidated, re-enacted and/or replaced from time to time) of Personal Data, and such consents shall apply notwithstanding termination or expiry of the Contract for any reason. The Customer shall immediately notify

Codified Security if any of the consents is revoked or changed in any way which impacts on Codified Security's rights or obligations under or in connection with the Contract. The Customer shall, at all times during and after the termination or expiry of the Contract, indemnify, keep indemnified and hold harmless Codified Security, its officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all claims, fines, losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by Codified Security directly or indirectly as a result of any breach of the Customer's obligations under this **clause 5.2**

6. Intellectual Property Rights

- 6.1. For the avoidance of doubt, all Intellectual Property Rights in the materials used by Codified Security to carry out the Services or in any registered or unregistered trade mark, service mark, logo, design, database content or format, copyrighted material, software or data owned by Codified Security or any relevant third party owners remain vested in Codified Security or the relevant third party owners and cannot be used except with prior written permission. Copyright in any Results Reports shall also remain with Codified Security, but the Customer is hereby granted a non-exclusive, non-transferable licence to copy and use the results for its own internal purposes only
- 6.2. Any Intellectual Property Rights which come into existence as a result of the performance by Codified Security of the Services will be the property of Codified Security.

7. Liability:

- 7.1. Nothing in this **clause 7** excludes or limits the liability of Codified Security for:
 - 7.1.1. fraud or fraudulent misrepresentation;
 - 7.1.2. death or personal injury caused by Codified Security (or its employees', agents' or sub-contractors') negligence; or
 - 7.1.3. any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability. Without prejudice to **clauses 7.1.1 to 7.1.3** (inclusive), the following provisions set out the entire financial liability of Codified Security (including any liability for the acts or omissions of its employees, agents and sub-contractors) arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of Codified Security's obligations under the Contract (including without limitation) to the Customer and third parties.

- 7.2. Codified Security shall not be liable for any loss, claims, demands, actions, costs, expenses or liabilities arising from or in connection with any materials and/or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible or defective in any other way.
- 7.3. Codified Security shall not be liable for any loss or damage caused to the Customer except to the extent that such loss or damage is caused by the negligent acts or negligent omissions of or a breach of any contractual duty by Codified Security, its employees, agents or sub-contractors in performing the Services hereunder and in such event Codified Security's maximum aggregate liability arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of Codified Security's obligations under the Contract, shall be limited to the value of the Contract.
- 7.4. Subject to **clause 7.1**, Codified Security shall not be liable to the Customer for any:
- 7.4.1. indirect, consequential and/or special loss or damage;
 - 7.4.2. loss of profit (direct or indirect);
 - 7.4.3. loss of revenue, loss of production or loss of business (in each case whether direct or indirect);
 - 7.4.4. loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);
 - 7.4.5. loss of anticipated saving or loss of margin (in each case whether direct or indirect);
 - 7.4.6. loss of use or value of any data or software (in each case whether direct or indirect);
 - 7.4.7. wasted management, operational or other time (in each case whether direct or indirect);
 - 7.4.8. loss or damage arising out of any failure by the Customer to keep full and up to date back-ups, security copies of any computer program and/or data held or used by or on behalf of the Customer; and/or
 - 7.4.9. liability of the Customer to any third parties (whether direct or indirect), arising out of or in connection with the Contract and/or the provision of the Services, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of Codified Security's obligations under the Contract.
- 7.5. The Customer shall assume all liability and shall at all times indemnify, keep indemnified and hold harmless Codified Security, its officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all liability, losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liability (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by Codified Security directly or indirectly as a result of the Customer's use of the Services for any illegal purpose or for any purpose other than that permitted by the Contract.

8. Availability of Services

- 8.1. Codified Security will use reasonable endeavours to ensure that, where applicable, the Services are provided 24 hours a day without interruptions and that the information provided is accurate and up to date. However, from time to time the Customer may experience disruptions or receive inaccurate information mainly due to circumstances beyond the control of Codified Security (including, but not limited to, a lack of availability of the backbone internet infrastructure in the United Kingdom or elsewhere) for which Codified Security excludes all liability. Codified Security may also need to perform maintenance of its hardware and/or software, which may interrupt the provision of the Services.
- 8.2. All license to test with Codified Security expire within 12 months of purchase unless explicitly agreed otherwise with the Customer.

9. Termination:

- 9.1. The Customer may terminate the Services on one month's written notice to Codified Security.
- 9.2. Codified Security reserves the right to immediately suspend the Services or withdraw from the Services without notice if, in its opinion (acting reasonably), information and access to websites required for satisfactory completion of the Services and requested by Codified Security in writing is either not provided or, if provided, is inaccurate or inadequate. The Customer shall be liable for any Fees and expenses incurred by Codified Security up to and including the date of withdrawal.
- 9.3. Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if:
 - 9.3.1. the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within thirty (30) days after being required by written notice from the other party to do so; or
 - 9.3.2. An order is made for the winding up of the other party, the other party passes a resolution for winding up (other than for the purposes of a solvent reconstruction or amalgamation) or a liquidator of the other party is appointed;
 - 9.3.3. an order is made for the appointment of an administrator of the other party or an administrator of the other party is appointed;
 - 9.3.4. the other party enters into a compromise or arrangement with creditors;
 - 9.3.5. the other party has a receiver, administrative receiver or manager appointed over all or any part of its assets or undertaking; or
 - 9.3.6. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
- 9.4. Codified Security may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than ten days after being notified in writing to make such payment.

10. **Bribery**

Each party will comply with all applicable Anti-Bribery Laws and neither party will offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act.

11. **Exclusion of Third Party Rights:** A person who is not a party to the Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12. **Force Majeure:** Codified Security will not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under the Contract and it reserves the right to defer the date of provision of the Services if it is prevented from or delayed in performing its obligations under the Contract due to circumstances beyond its reasonable control including, without limitation, any act of God; governmental actions; war or national emergency; acts of threat of terrorism; protests; riot; civil commotion; fire; explosion; flood; epidemic; lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers; inability or delay in obtaining supplies of adequate or suitable materials; inability to access premises; breakdown or failure of technology or machinery; changes in law which result in the provision of Services as set out in the Contract being or becoming illegal; theft or malicious damage to Codified Security's property (whether physical or intangible); and/or failure of a utility service or transport or telecommunications network provided that, if the event in question continues for a continuous period in excess of thirty (30) days, either party shall be entitled to terminate the Contract immediately by giving notice in writing to the other party.

13. **General:**

13.1. These Conditions together with the Order Form shall constitute the entire agreement between the parties and supersede any previous agreement or understanding and may not be varied except in writing between the parties and signed by their respective authorised signatories. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. Subject to **clause 7.1**, neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract and the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract.

13.2. In the event of any conflict between any of the terms of these documents the following order shall prevail:

(1) the Order Form; and

- (2) these Conditions
- 13.3. If any sum payable under this Agreement is not paid on or before the due date for payment the non-defaulting party will be entitled to charge the defaulting party interest on that sum at 4% per annum above the base lending rate from time to time of Metro Bank plc from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. The parties agree that this represents a substantial remedy for late payment of any sum payable under this Agreement, for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 13.4. Any notice sent under the Contract shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be notified by each party to the other time to time.
- 13.5. Some of the Services may be provided to the Customer by associates or partners of Codified Security. In addition, Codified Security may introduce Customers to third parties where Codified Security is unable to provide the required services. Codified Security excludes all liability where the Customer contracts directly with such third party or with a partner of Codified Security.
- 13.6. A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 13.7. The Customer will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract or to sub-contract any of its obligations under the Contract. Codified Security will be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its right under the Contract.
- 13.8. If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 13.9. Calls between the Customer (or any of its employees, agents, subcontractors) and Codified Security may be recorded for quality and training purposes.
- 13.10. The Contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts, except for enforcement proceedings where the English courts shall have non-exclusive jurisdiction.