

Subscription Agreement

This Subscription Agreement (this “Agreement”) is a legal agreement between the Control Risks entity listed on the Order Form (“Control Risks”) and the customer that executed the Order Form (“Subscriber”). “Order Form” means each mutually agreed upon order on Control Risks’ Order Form that incorporates this Agreement and specifies the Platform, Content (as such terms are defined below) and other products and services to be provided by Control Risks, including the type or quantity of the items, the fees for such items and any additional terms applicable to the use of such items.

Control Risks is a specialist risk consultancy that provides a proprietary, real-time and historical risk monitoring platform at <http://client.controlrisks.com>, as well as Application Programming Interfaces (“APIs”), Software Development Kits (“SDKs”), and other XML data feeds, software plugins, code (in all forms), libraries, protocols, formats, documentation, and other materials, as it may be updated from time to time and made available to Controls Risks’ customers (collectively, the “CORE Platform”). Control Risks is also authorized to resell certain third-party products and services, including the Hyperion platform, related implementation services, and APIs (collectively, the “Hyperion Platform”), operated by Geospark Analytics (“Geospark”). For the remainder of this Agreement, with respect to the Hyperion Platform, the term “licensor” will specifically include Geospark.

This Agreement sets forth the terms and conditions on which Control Risks may make available to Subscriber the CORE Platform and Hyperion Platform (including any component, such as APIs, or additional features thereof), each as expressly identified and described on the applicable Order Form. The term “Platform” as used in the rest of this Agreement and the Order Form means either the Core Platform, the Hyperion Platform, or both, in each case as applicable. Subscriber can access and review this Agreement at the URL for this page or by clicking on the applicable link within the Platform, or as otherwise made available by Control Risks.

PLEASE REVIEW THIS AGREEMENT CAREFULLY. BY EXECUTING AN ORDER FORM, REGISTERING FOR AN ACCOUNT, OR OTHERWISE ACCESSING OR USING THE PLATFORM, SUBSCRIBER AGREES TO BE BOUND BY THIS AGREEMENT. IF SUBSCRIBER DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, SUBSCRIBER MAY NOT ACCESS OR USE THE PLATFORM.

In consideration of Subscriber’s agreement to all the terms and conditions of this Agreement, including the Subscription Fees, the parties hereby agree as follows:

Article 1: Provision of the Platform

Subject to the terms and conditions of this Agreement, Control Risks will provide the Platform to Subscriber as set forth in the applicable Order Form. The Subscriber will have access to all information and other content made available through the Platform or by any other means authorized by Control Risks, including as part of any analysis, reports, and extracts from reports, as well as all portions, copies and derivative works thereof (collectively, the “Content”). The provision of the Platform and applicability of this Agreement shall begin on the “Commencement Date” (as indicated in the applicable Order Form or, if no commencement date is set forth in the Order Form, the date on which Control Risks first makes the Platform available and ready to use by Subscriber as detailed in the Order Form).

Article 2: Permitted Use of Platform and Content

2.1 General.

Subject to the terms and conditions of this Agreement (as conditions to the grants below), Control Risks hereby grants to Subscriber and Subscriber accepts a worldwide, non-exclusive, non-transferable, non-assignable, non-sublicensable right during the Term (defined below) solely to use the Platform to (a) access the Content; and (b) review and analyse such Content. The Subscriber is responsible for configuring its own information technology, computer programs and networks to access the Platform.

2.2 Enterprise License; APIs.

If the Subscriber purchases an enterprise license to the CORE Platform and/or any APIs, as confirmed in the Order Form, then subject to the terms and conditions of this Agreement (as conditions to the grants below), Control Risks further hereby grants to Subscriber and Subscriber accepts a worldwide, non-exclusive, non-transferable, non-assignable, non-sublicensable right during the Term solely to (a) copy and display the Content only to Subscriber’s and its majority owned affiliates’ employees through Subscriber’s owned and controlled application, internal website, documentation, or other platform approved in writing by Control Risks (“Subscriber Application”), as permitted in the applicable Order Form; and (b) modify the Content solely and to the extent as necessary to display it on the Subscriber Application; provided Subscriber:

- (i) only displays the Content on the Subscriber Application exactly as it is displayed on the Platform without altering the wording or meaning of the Content,
- (ii) attributes Control Risks as the source of the Content obtained using the CORE Platform with the reference “Source: Control Risks” immediately subsequent to each publication of the Content or otherwise with attribution approved by Control Risks prior to publication,
- (iii) attributes Geospark as the source of the Content obtained using the Hyperion Platform with the reference “Source: Geospark Analytics” immediately subsequent to each publication of the Content, and
- (iv) (iii) does not remove or alter any proprietary notices or marks on or in the Content.

2.3 Upload of Subscriber Content.

To the extent Subscriber uploads content, data, information or other material to the CORE Platform (“Subscriber Content”), Subscriber will comply with the Control Risks’ [Content Standards](#) posted at <https://www.controlrisks.com/core-cspp>. Subscriber represents all Subscriber Content is owned by Subscriber or is in the public domain and not subject to any third-party rights or restrictions.

2.4 Restrictions.

The Subscriber shall not use the Platform nor permit any third party to use or benefit, directly or indirectly, from the Platform, except as expressly permitted herein. Specifically, Subscriber will not or attempt to (and will not allow others to): (a) reverse engineer, decompile, disassemble or translate the Platform, or otherwise attempt to derive source code, trade secrets or know-how in or underlying any Platform or any portion thereof; (b) conduct penetration testing on the Platform, or interfere with, modify, disrupt or disable features or functionality of the Platform, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Platform; (c) copy, sell, rent, lease, sublicense, distribute, redistribute, broadcast, publish, syndicate, create derivative works of, assign or otherwise, disclose, transfer or provide access to, in whole or in part, the Platform or Content to any third party except as expressly permitted herein; (d) provide use of the Platform on a service bureau, rental or managed services basis, provide or permit other individuals or entities to create Internet “links” to the Platform or “frame” or “mirror” the Platform on any other server, or wireless or Internet-based device; (e) use the Platform or Content for any illegal, unauthorized or otherwise improper purposes, including without limitation to store or transmit infringing, libellous, or otherwise unlawful or tortious material, to store or transmit malicious code, or to store or transmit material in violation of third-party privacy rights; (f) utilize the Platform to derive or obtain non-public information of individual Platform users, including without limitation a user’s location; (g) interfere with or disrupt the integrity or performance of the Platform or Content contained therein, including by disrupting the ability of any other person to use or enjoy the Platform or Content, or attempt to gain unauthorized access to the Platform, Content or related systems or networks; (h) access the Platform in order to build a similar or competitive product or service; or (i) remove or alter any proprietary notices or marks on or in the Platform or Content.

2.5 Partner Services.

Control Risks has made third-party services and materials available through and on the Platform, including but not limited to, real time alerts sourced from third parties such as +Top Alerts and Dataminr, Inc. (collectively, the “Partner Services”). While available on the Platform, Control Risks has not assessed or determined the truthfulness, accuracy, reliability or completeness of the information or content provided by the Partner Services and has no responsibility for the Partner Services. All Partner Services are subject to the terms and conditions set out in the third party’s terms applicable to such Partner Services. Such terms and conditions are between the Subscriber and the applicable third party, and Control Risks is not party, beneficiary nor obligor under such separate terms and conditions, and Control Risks disclaims all liability for the Partner Services whatsoever.

2.6 Other Linked Websites and Services

The Hyperion Platform may contain links to other third-party services that are not Partner Services (such as social media platforms) and content from those third-party services (each “Third-Party Service”). Control Risks does not control Third-Party Services or the content on Third-Party Services. Subscriber accesses and uses any Third-Party Services, including any links thereto, at its own risk and discretion. Subscriber’s access and use of any Third-Party Service may be subject to terms and conditions provided by the relevant third party, and it is Subscriber’s sole responsibility to ensure that Subscriber is in compliance with any applicable third-party terms and conditions. For the purposes of this Section 2.6, Geospark is not a Third-Party Service. Control Risks reserves the right to suspend Subscriber’s access to the Hyperion Platform or terminate the applicable Order Form and this Agreement if Subscriber fails to comply with this Section 2.6. Subscriber agrees not to use the Platform to conduct surveillance or other law enforcement activities in any manner that may be inconsistent with any person’s reasonable expectation of privacy or in violation of any applicable local laws.

Article 3: Experts Services (CORE Platform Only)

3.1 Experts.

If so indicated in the applicable Order Form, Control Risks will provide access to consultant(s) (the “Experts”) who will deliver in-depth analysis and/or strategic advisory services catered specifically towards the Subscriber’s requirements (“Experts Services” or “Experts”). Access to Experts Services are governed by and subject to the terms and conditions which are located at www.controlrisks.com/CORE-EX.

3.2 eLearning.

Subscriber may use any Access to Experts hours which it has purchased in the applicable Order Form to access Control Risks proprietary eLearning courses (“eLearning”). The provision of eLearning to Subscriber shall be subject to (a) the terms of this Agreement (and references to “Platform” shall be construed as including eLearning); and (b) the Data Processing Agreement attached as Appendix A (Data Processing Agreement for eLearning).

Article 4: Intellectual Property Rights

4.1 Control Risks IPR.

The Platform and Content are licensed, not sold, and Control Risks and its licensors retain and reserve all rights not expressly granted in this Agreement.

Subscriber acknowledges that Control Risks and its licensors retain all worldwide right, title and interest in and to the Platform, Content, and supporting services including all Intellectual Property Rights therein. “Intellectual Property Rights” means all patents (including all applications therefor), trademarks, trade names, copyrights, trade secrets, design rights, database rights, inventions, technology, know-how, or other intellectual property created or developed in connection with this Agreement, including all improvements, enhancements, and modifications to any of the foregoing and proprietary rights under the laws of the United States, any other applicable jurisdiction or any treaty.

4.2 Subscriber IPR.

Control Risks acknowledges that Subscriber and its licensors retain all worldwide right, title and interest in and to all Subscriber Content provided by the Subscriber through the Platform, including all Intellectual Property Rights therein.

4.3 Protection of IPR.

Neither party will do anything inconsistent with the other party’s ownership of its Intellectual Property Rights, including without limitation, challenging such party’s ownership of its Intellectual Property or the validity of the license restrictions herein.

4.4 Feedback; Performance Data.

Subscriber may provide Control Risks with comments concerning the Platform or Subscriber’s evaluation and use thereof (collectively, “Feedback”). Control Risks shall own all such Feedback and may use it for any and all commercial and non-commercial purposes with no obligation of any kind to Subscriber. Additionally, Control Risks (with respect to the CORE Platform) and Geospark (with respect to the Hyperion Platform) will have the right to collect and analyze data and other information relating to the provision, use, and performance of the Platform and related systems and technologies used to provide the Platform (including Subscriber Content and data derived from Subscriber Content) (collectively, “Performance Data”), provided that Performance Data will not contain any Subscriber Content or identify Subscriber as the source of such data. Control Risks and Geospark may use Performance Data to improve and enhance, or diagnose and correct issues in connection with, the Platform and its respective products and services. Performance Data may be disclosed to a third party solely in aggregate or other de-identified form in connection with Control Risks or Geospark’s business purpose.

Article 5: Confidentiality

5.1 Nondisclosure.

“Confidential Information” means the information provided or made available by one party to the other party which is marked “confidential” or “proprietary” at the time of disclosure by the disclosing party, or by its nature or content would reasonably be considered confidential under the circumstances by the receiving party, including without limitation, information (tangible or intangible) regarding a party’s technology, designs, techniques, research, know-how, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other business and technical information. The Platform, Content, and the Order Form shall be considered, as applicable, Control Risks’ or its licensor’s Confidential Information. Each party agrees that it will (a) not use the other party’s Confidential Information in any way, for its own benefit or the benefit of any third party, except as expressly permitted by, or as required to implement, this Agreement; and (b) not disclose to any third party (except as expressly permitted by this Agreement, required by law or to such party’s attorneys, accountants and other advisors as reasonably necessary or contractors and licensors that are bound by written agreements at least as restrictive as this Agreement) any of the other party’s Confidential Information. Receiving party will secure and protect the confidentiality of the Confidential Information of the disclosing party using precautions that are at least as stringent as it takes to protect its own Confidential Information, but in no case less than reasonable precautions.

5.2 Exceptions.

The obligations under Section 5.1 will not apply to information that is proven by the receiving party (a) to have been known to receiving party prior to its receipt from disclosing party from a source other than one having an obligation of confidentiality to disclosing party; (b) to have become publicly known, except through a breach of this Agreement by receiving party; or (c) to have been entirely independently developed by receiving party without use of or reference to the disclosing party’s Confidential Information. Either party may disclose the other party’s Confidential Information pursuant to the requirements of a governmental agency or applicable law, and, to the extent permitted, it will give the disclosing party reasonable prior written notice sufficient to permit it to contest such disclosure.

Article 6: Data Protection

6.1 Regulations.

Each party undertakes to the other that it will at all times comply with all applicable laws, regulations, and other rules having equivalent force, relating to the use and processing of personal data, such as the EU General Data Protection Regulation 2016/679 (“GDPR”), and any legislation in force in EU member states from time to time which implements GDPR (collectively, “Relevant Legislation”).

6.2 Processing.

In relation to personal data, the parties shall, in addition to the general obligations under this Article 6, and without prejudice to any other provisions of this Agreement: (i) process such personal data in accordance with the terms of the Relevant Legislation; (ii) comply with the rights of the individuals to whom Content relates as set out in the Relevant Legislation; and (iii) transfer such personal data in accordance with the provisions of the Relevant Legislation.

6.3 Measures.

Each party warrants that it has in place and undertakes to maintain throughout the duration of this Agreement appropriate technical and organizational measures against the accidental, unauthorized access or unlawful processing, destruction, loss, damage or disclosure of personal data and adequate security programs and procedures to ensure that unauthorized persons do not have access to any equipment used to process or store personal data.

6.4 Control Risks Standards.

Control Risks adheres to and applies reasonable standards of data security to the Platform and Content. Control Risks shall not use any personal data it receives from Subscriber in connection with this Agreement other than for the purpose of providing the Platform and Content, monitoring quality, measuring usage statistics providing training and providing marketing information, subject to the terms of this Agreement, instructions from Subscriber, consent of the relevant data subject, or as required by applicable data protection laws. Control Risks’ will otherwise collect and use personal data as set forth in its [Privacy Policy](https://www.controlrisks.com/core-cspp) posted at <https://www.controlrisks.com/core-cspp> and Geospark will otherwise collect and use personal data as set forth in its [Privacy Policy](https://knowledge.geospark.io/website-privacy-policy) posted at <https://knowledge.geospark.io/website-privacy-policy>.

Article 7: Payment

7.1 Subscription Fees.

All fees specified in the Order Form ("Subscription Fees") are calculated on the basis of the information provided by the Subscriber and will be payable in advance of the Commencement Date and thereafter in advance of each date on which this Agreement is renewed as indicated on the Order Form ("Renewal Date"). Control Risks shall have no obligation to provide access to the Platform or Content until the relevant Subscription Fees have been paid in full.

7.2 Taxes.

Subscription Fees shall be due and payable within thirty (30) days of the date of the Control Risks invoice. All Subscription Fees exclude any and all taxes and similar fees now in force, enacted or imposed in the future on the transaction, delivery of the Platform or the delivery of the Content, including any sales, use or value added taxes, goods and services tax, consumption tax, customs duties or similar charges, but excluding withholding taxes and taxes solely based on Control Risks' net income, and Subscriber shall be responsible for payment of all such taxes, duties and charges, and any related penalties and interest arising from the payment of such amounts.

Article 8: Term and Termination

8.1 Term.

The terms and conditions of this Agreement shall apply to the applicable Order Form for the "Initial Term" indicated in the Order Form and for all Renewal Terms (collectively, the "Term"). At the end of the Initial Term, the applicable Order Form will automatically renew for subsequent twelve (12) month periods (each, a "Renewal Term"), unless written notice of non-renewal is given by either party at least sixty (60) days prior to the then-current term. Control Risks may increase the Subscription Fees for any Renewal Term, but not by more than five and one half per cent (5.5%) over the previous term, unless the Subscriber received a discount in such prior term.

8.2 Termination.

Either party may terminate any and all Order Forms, with immediate effect upon written notice to the other party if the other party (a) commits any continuing or material breach of any of the provisions of this Agreement, or (b) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. If in its sole discretion Control Risks chooses to discontinue offering the Platform for all subscribers, Control Risks shall be entitled to terminate all applicable Order Forms with respect to that Platform by giving 30 days' written notice to the Subscriber.

8.3 Effect of Termination.

Immediately upon the effective date of termination of an Order Form (a) all licenses granted herein in connection with such Order Form shall terminate and Control Risks will immediately cease providing the Platform and access to the applicable Content; (b) Subscriber shall permanently delete all Content in all forms and types of media, and copies thereof, provided in connection with such Order Form in Subscriber's possession; (c) unless Subscriber has terminated due to Control Risks' breach, any and all payment obligations of Subscriber under such Order Form will immediately become due; (d) if Control Risks has terminated the Order Form because it chooses to discontinue offering the Platform for all subscribers, it will make a pro-rata refund of the Subscription Fees paid pursuant to the applicable Order Form; and (e) within thirty (30) calendar days after such termination, each party will return or destroy all Confidential Information of the other party provided in connection with such Order Form in its possession and will not make or retain any copies of such Confidential Information, except as required to comply with any applicable legal or accounting record keeping requirement. The applicability of Sections 2.4, 4, 5, 7, 8, 9, 10, 11, 12 and 13 shall survive expiration or termination of an Order Form for any reason. Neither party will be liable to the other for any damages resulting solely from termination of an Order Form as permitted under this Agreement.

Article 9: Representations and Warranties

9.1 Mutual Representations and Warranties.

Each party represents and warrants that (a) it has full right, power, and authority to enter into the applicable Order Form and to perform its obligations and duties under the Order Form and this Agreement, and (b) that the performance of such obligations and duties does not conflict with or result in a breach of any other agreement of such party or any judgment, order, or decree by which such party is bound.

9.2 Content Disclaimer.

Control Risks has made reasonable commercial efforts to ensure the accuracy of all information which it delivers to the Subscriber as part of the Platform; however, the information includes reasonable judgments in the circumstances prevailing at the time, and should not be construed as advice on a particular course of action or a definitive or binding statement as to facts or circumstances. Control Risks is not responsible for errors or omissions which result from or arise out of Subscriber Content or information provided by the Subscriber's vendors, service providers and agents.

9.3 General Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1, THE PLATFORM, CONTENT, AND ANY RELATED SERVICES ARE PROVIDED SOLELY "AS IS", "AS AVAILABLE" WITH ALL FAULTS, AND SUBSCRIBER'S USE OF THE PLATFORM, CONTENT, AND RELATED SERVICES IS AT ITS SOLE RISK.

CONTROL RISKS AND ITS LICENSORS DO NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT. CONTROL RISKS AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICES, PLATFORM, CONTENT OR

ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR SECURE, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN. CONTROL RISKS AND ITS LICENSORS DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM OR CONTENT.

THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND SUBSCRIBER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE COMMENCEMENT DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE).

Article 10: Indemnity

10.1 Claims Against Subscriber.

Control Risks will defend, at its own expense, any claim, suit or action brought against Subscriber by a third party to the extent that such claim, suit or action arises from an allegation that the Platform or Content, when used as expressly permitted by this Agreement, infringes the Intellectual Property Rights of such third party (each, a "Subscriber Claim"), and Control Risks will indemnify and hold Subscriber harmless from and against liability, loss, damages and expenses (including reasonable attorney's fees) incurred by Subscriber to the extent arising from such Subscriber Claim. If Control Risks receives prompt notice of a Subscriber Claim that, in Control Risks' reasonable opinion, is likely to result in an adverse ruling, then Control Risks may (a) obtain a right for Subscriber to continue using the Platform or Content at issue; (b) modify the Platform or such Content to make it non-infringing; (c) replace such Platform or Content with a non-infringing version; or (d) provide a reasonable depreciated or pro rata refund of Subscription Fees paid for the allegedly infringing Platform or Content.

10.2 Limitations.

Notwithstanding the foregoing, Control Risks will have no obligation under Section 10.1 or otherwise with respect to any infringement claim based upon: (a) any use of the Platform or Content not expressly permitted under this Agreement; (b) any use of the Platform or Content in combination with products, equipment, software, or data not made available by Control Risks if such infringement would have been avoided without the combination with such other products, equipment, software or data; or (c) any modification of the Platform or Content by any person other than Control Risks or its authorized agents or subcontractors. Control Risks will have no obligation under Section 10.1 or otherwise with respect to any claim based upon the use by Subscriber of the Platform or any Content to the extent such claim is not based on the Platform or Content itself. Section 10.1 states Control Risks' entire liability and Subscriber's sole and exclusive remedy for all third party claims.

10.3 Claims Against Control Risks.

Subscriber will defend, at its own expense, any claim, suit or action against Control Risks brought by a third party to the extent that such claim, suit or action arises from (a) Subscriber Content's infringement of any third party's Intellectual Property Right, or (b) Subscriber's use of the Platform or Content other than as expressly permitted by this Agreement, (each, a "Control Risks Claim"), and Subscriber will indemnify and hold Control Risks harmless from and against liability, loss, damages and expenses (including reasonable attorney's fees) incurred by Control Risks that is specifically attributable to such Control Risks Claim or those costs and damages agreed to in a monetary settlement of such Control Risks Claim.

10.4 Procedure.

The foregoing obligations are conditioned on the party seeking indemnification (a) promptly notifying the other party in writing of such claim; (b) giving the other party sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at other party's request and expense, assisting in such defense. Neither party may make any public announcement of any claim, defense or settlement without the other party's prior written approval.

Article 11: Limitation of Liability

11.1 Limitation.

EXCEPT AS SET FORTH IN SECTION 11.2, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (a) ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOST PROFITS, COST OF REPLACEMENT OF GOODS OR SERVICES, INCREASED COSTS OF DOING BUSINESS, LOSS OF TECHNOLOGY, GOODWILL, RIGHTS OR SERVICES, LOSS OF DATA OR ANTICIPATED SAVINGS, OR INTERRUPTION OR LOSS OF BUSINESS OR USE OF SERVICES IN CONNECTION WITH AN ORDER FORM; OR (b) DAMAGES ARISING UNDER THIS AGREEMENT THAT EXCEED ONE MILLION US DOLLARS (\$1,000,000 USD).

11.2 Exclusions.

Section 11.1 will not apply to (a) breaches of confidentiality obligations, (b) infringement or misappropriation of the other party's intellectual property rights, including without limitation, breaches by Subscriber of Section 2.4, or (c) either party's liability in the case of fraud or willful misconduct, or for personal bodily injury or death caused by its negligence.

11.3

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article 12: Miscellaneous

12.1 Compliance with Laws.

Each party will comply with all applicable foreign, federal, state, and local laws, rules and regulations, including without limitation, U.S. export laws and import and use laws of the country where Platform and Content are delivered or used, and all applicable laws relating to bribery or corruption. Under these laws, the Platform and Content may not be sold, leased, downloaded, moved, exported, re-exported, or transferred across borders without a license, or approval from the relevant government authority, to any country embargoed by the U.S. Government (currently Cuba, Iran, North Korea, Northern Sudan and Syria); or to any restricted or denied end-user including, but not limited to, any person or entity prohibited by the U.S. Office of Foreign Assets Control; or for any restricted end-use. Subscriber will maintain throughout the Term all rights and licenses that are required with respect to the Subscriber Application. If Control Risks reasonably believes that Subscriber is using the Platform or Content in violation of this Section 12.1, Control Risks may immediately terminate Subscriber's access to the Platform, the applicable Order Form, and this Agreement.

12.2 Assignment.

The Order Form may not be assigned without the prior written approval of Control Risks, such approval not to be unreasonably withheld, except that Subscriber may assign the Order Form to a successor or acquirer of all or substantially all of its assets.

12.3 Third Party Rights.

There shall be no third party beneficiaries to this Agreement. A person who is not a party to this Agreement has no right under applicable law or statute to enforce or enjoy the benefit of any term of this Agreement.

12.4 Force Majeure.

Except for Subscriber's obligation to make payments to Control Risks, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet. Control Risks shall notify the Subscriber of any circumstance likely to cause such failure or delay as soon as reasonably practicable.

12.5 Governing Law, Jurisdiction, Venue and Language.

The construction and performance of this Agreement shall be governed by the following (without regard to any such jurisdiction's choice or conflict of laws principles). The law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, shall be governed by the location of the Subscriber's registered office. For disputes arising in the following Regions, the jurisdiction and venue in the corresponding row shall apply, without regard to choice of law principles of the applicable jurisdiction:

Region	Governing Law and Courts with Exclusive Jurisdiction
North America, Latin America or South America:	New York law and New York Courts
Europe, the Middle East and Africa:	Law of England and Wales and English Courts
Japan:	Japan law and Tokyo Courts
Asia/Pacific (excluding China):	Singapore Law and Singapore Courts
China:	Hong Kong Law and Hong Kong Courts

- (a) This Agreement will be interpreted and construed in accordance with the English language
- (b) The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated.
- (c) Notwithstanding anything to the contrary, Subscriber and Control Risks may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect its Intellectual Property Rights or Confidential Information, whether in aid of, pending, or independently of the resolution of any dispute pursuant this Section 12.5.

Article 13: Entire Agreement

The Order Form, this Agreement and any other documents referred to herein, sets out the entire agreement and understanding of the parties and supersedes all prior oral and written agreements, negotiations, understandings or arrangements between the parties relating to the subject matter of this Agreement, including any terms on purchase orders and payment documents, which shall have no legal effect on the transaction contemplated herein.

Appendix A (Data Processing Agreement for eLearning)

Processing

- I. The Parties acknowledge that for the purposes of the Relevant Legislation, consent, controller, personal data, processing and processor have the meanings as defined in the GDPR.
- II. Without prejudice to the generality of this Appendix, Control Risks will ensure that it has all necessary appropriate consents and notices in place to enable any lawful transfer of the personal data for the duration and purposes of this Agreement. For the purpose of Section III (c) of this Appendix, the Subscriber warrants that any personal data that it provided to Control Risks, or which it requests Control Risks to process, for the purposes of the provision of the Platform, has been collected and is being disclosed in accordance with the provisions of any Relevant Legislation and that, where required by Relevant Legislation, consent to the processing by and / or transfer of such personal data to Control Risks, and by Control Risks to reputable third parties, has been obtained.
- III. Without prejudice to the generality of Section 6.1 of this Agreement, Control Risks shall, in relation to any personal data processed in connection with the performance of its obligations under this Agreement:
 - (a) process the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by European Union or the national law of an EU member state to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) respect the conditions for engaging another processor referred to in paragraphs 2 and 4 of Article 28 (processor) of GDPR and for these purposes any sub-processors listed in the Annex to this Agreement shall be considered "Authorized Sub-processors";
 - (d) taking into account the nature of the processing, assist the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR;
 - (e) assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR taking into account the nature of the processing and the information available to the processor;
 - (f) at the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies unless European Union law or the national law of an EU member state to which the processor is subject requires storage of the personal data; and
 - (g) make available to the controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 (processor) of GDPR and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller (in each case at the controllers cost).
- IV. The Subscriber consents to Control Risks as processor of personal data under this Agreement.

Annex 1

Authorized Sub-processors

The following sub-processors processing personal data controlled by the Licensee as listed below shall be considered Authorized Sub-processors:

Company Name	Address	Purpose	Processing Location(s)
MINTRA Group Limited	Offshore House, Claymore Drive, Aberdeen, AB23 8GD	Providing learning management system	Scotland
MINTRA's Sub-processors			
Rackspace Limited	8 Millington Road, Hyde Park Hayes, Middlesex UB3 4AZ	Hosting of data	United Kingdom
Dominus Software Marek	Dominiak Wal Miedzeszynski 42F 04-987 Warszawa, Polska	Hosting of data	Poland
New Verve Consulting	Suite 2.05 Titan Enterprise Centre 1 Aurora Avenue, Clydebank Glasgow G81 1BF	Hosting of data	Scotland

Details of data processing

The Parties have agreed that Control Risks will be acting as a processor of data on behalf of the Subscriber. In accordance with Section 6 and Appendix A and as required by the GDPR, the Parties have set out the following details relating to the proposed processing:

- subject matter and duration of the processing: The subject matter and duration of the processing of the relevant personal data are set out in this Agreement in the Order Form. The data are processed for the duration of the provision of the relevant services described in this Agreement in the Order Form and for a reasonable period thereafter including in connection with any follow up to those services.
- nature and purpose of the processing: The nature and purpose of the processing of relevant personal data are: (i) the provision of access to the Platform provided by Control Risks and eLearning Courses hosted on the Platform and (ii) the provision of maintenance and support services necessary to access and use the Platform;
- type of personal data to be processed: The data will include some or all of the following: name, email, job title, work phone, location, technical information, such as IP address and log files; and
- categories of data subjects: The data subjects will or may include personnel of Subscriber.