



ISecuris LLP Masters Terms & Conditions

Version 1.0.1

ISECURIS

Overview

This ISecuris LLP Master Terms and Conditions (“Agreement”) governs the business relationship between ISecuris LLP (“Company”) and its clients (each a “Client” and together with the Company, the “Parties”, and each, a “Party”). The Agreement will apply where the Parties (i) have signed an Order Form or Statement of Work (“SOW”), which references this Agreement and (ii) have not separately agreed to a master services agreement. This Agreement is effective as of the date of final signature on such Order Form or SOW (“Effective Date”).

1. Definitions

1.1 “Equipment” means any ISecuris LLP products, equipment, or software licensed to Client by the Company that form a part of the Services and are used for the provision of the Services (including without limitation, any portal, or data log collectors).

1.2 “Order Form” means the order form executed by the Parties and made subject to this Agreement which identifies the Services, Fees, other transactional information, and scope of the Services.

1.3 “Purchase Order” means a purchase order or purchase order exemption form, as may be amended in writing by the Parties from time to time and subject to this Agreement.

1.4 “Service Description” means the description of work activities and deliverables, if any, applicable to the Services and included as part of an Order Form or SOW.

1.5 “SOW” means the statement of work executed by the Parties and made subject to this Agreement which identifies and includes the Services, Fees, Service Descriptions, and other transactional information and scope of the Services.

1.6 “Third-Party Products” (TPP) means third-party products, services, equipment, and software licenses sold by the Company to Client which may comprise, may be integrated into, or may be used in connection with the Services, including open-source software.

2. Obligations

2.1 Services. ISecuris LLP will provide Client the services, Equipment, deliverables, or products as described in an Order Form or SOW (collectively, “Services”).

2.2 Client Information. Client will provide ISecuris LLP with the information described in an Order Form or SOW and as ISecuris LLP may otherwise reasonably request. Client acknowledges that ISecuris LLP will rely upon the accuracy and completeness of information provided by Client and that ISecuris LLP's performance is dependent on (i) Client's timely and effective satisfaction of its responsibilities under this Agreement and (ii) Client's timely decisions and approvals.

2.3 Annualised Services. Client must use any annualised Services within each year of the term of the applicable SOW or Order Form. Client cannot credit or use unused annualised Services in subsequent years. Client forfeits any annualised Services not used within such timeframes.

3. Compensation

3.1 Fees. Client will pay ISecuris LLP the fees and other amounts as set forth in the applicable Order Form or SOW and Purchase Order ("Fees"). Travel and expenses are not included in the Fees and will be billed separately as set forth in the applicable Order Form or SOW. ISecuris LLP may increase the Fees specified in any Order Form or SOW by up to six percent (6%) per annum beginning on the second anniversary of the Effective Date as defined in any Order Form or SOW, if applicable.

3.2 Payment Terms. ISecuris LLP will begin invoicing for the Services upon execution of the applicable Order Form or SOW. Client will pay ISecuris LLP's invoices within thirty (30) days following the date of invoice ("Due Date").

3.3 Late Payment. If Client does not pay any amounts due within thirty (30) days of the Due Date, such unpaid amounts will accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, determined and compounded daily from the Due Date until the date paid.

4. Proprietary Rights

4.1 ISecuris LLP IP. ISecuris LLP grants to Client a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to access and use the Services and Equipment during the term of the applicable Order Form or SOW only. All technology and documentation used by ISecuris LLP in connection with performing the Services, including software, portals, data processing systems, report templates, and Equipment, are the sole and exclusive property of ISecuris LLP.

4. Confidentiality

5.1 Confidential Information. "Confidential Information" means any and all non-public, proprietary, or confidential information or documentation disclosed by either Party ("Discloser") to the other Party ("Recipient"), including documents, trade secrets, know-how, and data.