

END USER LICENSE AGREEMENT

1. Introduction.

This End User License Agreement (EULA) is a binding Legal Agreement between Beyond Encryption Limited, Company Number 08814096 and you, as either an individual user or as a duly authorised officer for, or authorised user within, a business.

In using The Services, you are agreeing to be bound by the Terms of this EULA. If you do not agree to the Terms of this EULA, you are not permitted to use The Services.

In accepting the terms and conditions of usage within this EULA you accept to bound Beyond Encryption's Acceptable Use Policy and Privacy Policy, the latest versions of which can be found at our website www.beyondencryption.com.

The EULA terms apply to all products and services provided to you by Beyond Encryption in whatever manner you might choose to use them.

2. The Services.

This agreement covers the following services, "The Services" provided by Beyond Encryption which may be subscribed to by the user and include, but are not limited to;

- the provision of secure email systems, including Maillock, which enables users, in accordance with compatible software, as published on our website www.beyondencryption.com, to apply encryption to their existing email
 - This is not an alternative email service.
 - The user remains responsible for determining whether the level of security they apply to their email when using the Service is sufficient for the communication and determining whether any other security requirements should be applied or incorporated into their existing infrastructure.
- An Application Programming Interface (API) allowing the email encryption service to be integrated into third party software solutions to provide secure email automation.
- Secondary authentication service provider integration
 - Example: Short Message Service provision (text Messaging)
- Large file transfer
- The provision of metrics and personal data, as per our Privacy Policy, to assist in securing your identity and communications.
- Administrative Console delivered by way of a secure web site.

3. Adapters and Technology

In order to send secure communication using Maillock you need:

- software installed on your device, hereafter referred to as an 'Adapter'. An up to date list of Adapters can be found at www.beyondencryption.com.

The Services will be subject to minimum compatible mobile or computer device specifications and browser or operating system requirements. These requirements, together with information on increased accessibility for The Services through email Add-in and Applications can be found at www.beyondencryption.com. This also includes details of using the Services via a web browser.

You acknowledge and agree that You, as the sender, control the release of your email to the recipient. You acknowledge that The Services have not been developed to meet your individual requirements and it is therefore your responsibility to ensure that the functions available meet your requirements and security levels.

4. License.

The user accepts that this is a non-exclusive, non-transferable license for The Services.

The Services may not be resold without the express prior written agreement from Beyond Encryption.

The user agrees that they, either as, or on behalf of, the contracting party:

- shall nominate at least one administrative user to utilise the administration console, as defined in the published guide available at www.beyondencryption.com, who is deemed to be granted system administration rights by the contracting party.
- accept that Assignment of Administration rights and any actions, instructions and configuration changes therefrom, are deemed to be on behalf of the contracting party.
- accept that Administration users may invite additional users to the user account by way of a simple registration process and that each such user shall adhere to this agreement as well as the Beyond Encryption Privacy Policy and Acceptable Use Policy.
- may download, install and use 'Adapters' on multiple email programs provided that all the email addresses used have been registered on your account and are used by the nominated user alone.

5. Intellectual Property.

You acknowledge that all worldwide intellectual rights in The Services belong to us and are licensed to you (not sold) and that you have no rights in, or to, the Technology other than the right to use such technology in accordance with the Terms and Conditions of usage as outlined in this End User License Agreement (EULA).

6. Customer Obligations.

You understand and agree that you shall only use The Services in a manner that complies with any and all applicable laws and regulations in your jurisdiction. Your use shall be in accordance with all restrictions concerning privacy and intellectual property rights.

- you and your users shall ensure that all of your usage of The Services is in accordance with Beyond Encryption Acceptable Use Policy and this agreement.
- you are responsible for the information technology and computer programs through which you, or any of your users access The Services.
- the Beyond Encryption Acceptable Use Policy sets out in detail the prohibited uses of our Services.
- we reserve the right to disable your or your users' access to the Services without further liability if any users breach any clauses within the Acceptable Use Policy.
- you as the registered account holder will take all reasonable steps to ensure that nobody other than yourself as the registered user, access the Services using your user accounts, created with your username and password.
- as soon as it comes to your attention that somebody has accessed either you or any of your users' accounts, you must notify us as soon as possible.

You may not

- create derivative works based on The Services.
- attempt to copy, modify, duplicate or distribute any aspect of the Technology or The Services
- sell, assign, disclose, or otherwise transfer or make available the Technology or any copies of the Technology in any form to any third parties.

- alter, attempt to reverse compile, disassemble, reverse engineer any part of the Technology.
- remove or alter any proprietary notices or marks on the Technology.
- provide the Technology in whole or in part (including object and source code), in any form to any person without prior written agreement from Beyond Encryption.
- you have no rights to access the Technology in source-code form.
- 'Pass off' yourselves as Beyond Encryption or The Services or as an authorised representative of Beyond Encryption.

7. Personal Information and Privacy.

We are committed to protecting your privacy and we will only use your personal information in accordance with this agreement and our Privacy Policy.

During the registration process we will ask you to provide certain information about you. All personal information that you will provide is listed and governed by Beyond Encryption's Privacy Policy.

You understand and agree that Beyond Encryption may disclose information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to comply with legal process, enforce the terms of this EULA, or protect the rights, property or safety of Beyond Encryption, its users, or the public.

By submitting your personal information to us you are confirming that all the details provided by you are up to date and accurate at that time.

If your personal information changes at any time you should promptly update your individual account information by logging in to the website and updating your account details. We will not be responsible or liable for inaccurate data where you have failed to update changes in your personal information.

You are responsible for maintaining the confidentiality and suitability of the password you use to log into your account. We are not liable for any damage or loss that arises from your failure to protect such password and/or account information.

8. Providing the Services.

Beyond Encryption will provide You with The Services until the contract is cancelled or ended, as per the terms of this Agreement.

If you purchase The Services from us directly or via an Introducer Affiliate, we will provide support and services with all reasonable care and skill. If you have purchased The Services from a Reseller, then your agreement with the Reseller will determine the process of raising concerns regarding service levels or functionality.

We will always make every effort to provide you with The Services and access to our website at all times, however at times there may be delays due to matters beyond our reasonable control.

9. Fees.

Services Purchased Direct from Beyond Encryption

- The fees for the provision of The Services will be charged and billed in accordance with your original proposal and payment agreement based on the number of users registered, user functionality and any committed licence period.
- If you have set up a direct debit payment method with us, you have authorised us to invoice and bill your account in accordance with the completed direct debit instructions.

- If you do not pay the fees within 14 days after the due date and if you do not contact us, we may disable your account and access to all or part of The Services. In these circumstances we are under no obligation to provide any or all of The Services while the invoice(s) concerned remain unpaid.
- If you fail to make payment under this agreement then we may charge you interest, which will accrue on a daily basis, from the due date, on the overdue amount at a rate of 3% per annum above Barclays Bank PLC base rate.
- Non-payment of amounts falling due may lead to account cancellation and deletion of data held by Beyond Encryption in relation to The Services. Such data deletion will be in accordance with regulatory requirements and Beyond Encryption will not be held liable for any loss incurred by any party as a result of such actions.
- If additional support is required, an additional set-up fee may be charged depending on the nature and scope of the work.
- Changes to your account type will be subject to Term and Termination (Section 15) any you may contact salesupport@beyondencryption.com at any time.
- We reserve the right to amend the RRP from time to time, giving 30 days prior written notice and advertised on our website. Any changes to the RRP shall apply from the date confirmed in the notice.

Services Purchased from a Reseller.

- If you purchased The Services from a third-party Reseller your usage fees may be paid to your Reseller.
- If we are informed by the Reseller that you have not paid your fee to them, or the Reseller does not pay their fee to us, then we may disable your account and any or all of The Services offered by Beyond Encryption while the invoices remain unpaid.

10. Warranties and Disclaimer.

We take all reasonable efforts to ensure that our services, our infrastructure and our technology are completely secure. We do not guarantee, represent or warrant that they are and you, as the user, must take responsibility for how you use the technology and services.

We do not warrant or give any assurance that The Services or our means of delivery are compatible with your computer configuration or email provider. It is your responsibility to evaluate and ensure that The Services are the correct solution for your individual circumstances and requirements.

You acknowledge and agree that:

- The Services use 'Encryption Keys', a mathematical method used to safeguard data, to:
 - encrypt/decrypt messages including all attachments but excluding email addresses and message subject headers.
- when sending and receiving secure messages transported using The Services and an Adapter, not all encryption keys pass through the Beyond Encryption infrastructure thereby deriving greater privacy and as such this is the recommended method of usage.
- where a "web browser" is utilised to read or reply to a secure message, all message encryption keys pass through, but not all are stored within, the Beyond Encryption infrastructure. The transient nature of the unstored keys, during a secure read session, may lead you to determine that a lower level of security is derived.
- you will at all times remain the data controller of the data, information, content and attachments of your email. You approve the release of your email to your intended recipient and by doing so, apart from the ability to revoke your secure email, you transfer control of the content of the email to the recipient
- we at no time control the sending or release of your email or assume control over it or its content or the email applications used by you for creating, sending, releasing and storing emails. Beyond Encryption shall not be liable for any release of email by you or any third-party recipient of that email unless such release is due entirely to an act of gross negligence by us.

- any messages you may receive via The Services are provided and controlled by the sending party and subject to the provisions described in section 12 (Storage and Message Availability).
- Beyond Encryption will not accept responsibility for maintaining message access beyond the terms noted in this License agreement.

11. Data Management.

Each party shall comply with its respective obligations under the provisions of the Data Protection Legislation and references to “data processor”, “data controller” and “personal data” shall have the meanings defined in the Data Protection Legislation. Under Article 28 of GDPR, in the use and provision of The Services, it is accepted by both parties, on entering this agreement, that you are acting as Data Controller and we are acting as Data Processor on your behalf.

We will

- always process personal data in accordance with your instruction.
- comply with all our obligations under data protection legislation.
- ensure that any processing carried out by us will be restricted to processing the data to provide The Services.
- take appropriate technical and organisational measures to keep your personal data secure and assist you with your obligation to do the same.
- assist you with any data subject access requests (to the extent that we are able).
- assist you with any consultations in relation to data impact assessments.
- we shall only process personal data to the extent to provide the services we agreed with you and shall not retain any personal data longer than necessary for the processing and as outlined in our Data Protection Policy and Privacy Policy.
- not intentionally transfer any personal or identifiable data outside the European Economic Area (EEA).
- on termination of this agreement, remove and archive your data as stated by our terms of data retention (Data Protection Policy) and only release your data either via a Subject Access Request (SAR) or request by law enforcement agencies.
- we will report any data breaches to you in accordance with applicable Data Protection Legislation.

It is your responsibility to notify us immediately if you receive any complaint, notice or communication which is related directly or indirectly to the processing of personal data under this agreement and provide us with full operation in relation to any such complaint, notice or communication.

If you have purchased The Services as part of a discounted rate through either a Network or Introducer Affiliate, we may share your usage data of The Services upon request by the Network or Introducer Affiliate with any data meeting the requirements as outlined under GDPR.

12. Storage and Message Availability.

Messages and associated attachments that are managed and processed by The Services are encrypted and stored as a binary large object (BLOB) in a storage location as selected by the sender, hereafter referred to as “The Store”.

The default storage location will be provisioned by Beyond Encryption, within a Microsoft Azure environment, which will apply for Free and Paid for account types.

The user may select their own alternative store from the list of options available within the system.

The length of time messages and attachments remain accessible is outlined in the following table;

Account Type	Message Location	Sent Message Longevity (days from date of send)	Received Message Longevity*
Free - Basic	BE Azure BLOB	14	Subject to sender control
Paid For	BE Azure BLOB	365	Subject to sender control
	Sender selected Store	Controlled by sender	Subject to sender control

By accepting the terms of this license agreement, you acknowledge that you are responsible for selecting an appropriate Store and that you make arrangements to save your unencrypted email messages in an alternative location using the functionality provided.

A menu of "Store" location options and guidance regarding their usage is available on the Beyond Encryption website www.beyondencryption.com and may be subject to change. Alternative "nonstandard" storage integrations may be accommodated but will be subject to investigation, specification and integration. Any such work will be scaled and undertaken on a Time and Materials basis.

Under Data Protection Legislation you may request to be "forgotten or erased" which will result in all data held by Beyond Encryption being removed as per Beyond Encryption data retention policy. (Privacy Policy).

The use of The Beyond Encryption Services platform will be subject to Microsoft Azure Terms and Conditions which may be found at <https://azure.microsoft.com>. and may be subject to change.

13. Limitation of Liability.

We have no responsibility to pay you compensation for any data or information that is lost, corrupted, intercepted, forwarded and/or read by the recipient or a third party.

We do not in any way exclude or limit our liability for

- death or injury caused by our negligence.
- fraud or fraudulent misrepresentation.

Subject to these areas the extent to which we are liable to you is limited as follows:

- if you purchased The Services from us; the lower of one hundred thousand pounds (£100,000) or the amount you have paid for the service in that 12-month period.
- If you purchased The Services from a third-party Reseller, two hundred and fifty pounds, £250, as your principle remedy for any defect shall be against the Reseller from whom you purchased The Services.

We shall not in any way be liable to you for:

- loss of profits.
- loss of business.
- depletion of goodwill or similar losses.
- loss of anticipated savings.
- loss of goods.
- loss of use of The Services.
- loss or corruption of data or information or
- any special, indirect, consequential; or pure economic loss, costs, damages, charges etc

Neither party in this agreement will be liable to the other for any indirect, special or consequential loss or damage.

14. Third Party Providers.

You acknowledge that Beyond Encryption may enable you to correspond with and purchase the Services from third parties via third party websites, and you do so entirely at your own risk. Beyond Encryption does not filter or moderate your communications but simply apply an additional level of security to your existing email facility.

We do not endorse or approve any third-party website and are not responsible for any contract or transaction between you and any third party using Beyond Encryption services.

15. Term and Termination.

If you purchased the Services directly from Beyond Encryption, following completion of the initial 14-day trial, this agreement shall be for a minimum initial period of 12 months (the "initial term"). Upon expiry of the initial term, this agreement shall automatically continue, and a 90-day notice period is required to end the contract. Subject to the terms of their agreement users will have the opportunity to downgrade their account or end their subscription. Any change of account will immediately be subject to the terms applicable to the new account type as defined in Section 12 Storage and Message Availability.

We may terminate this agreement with immediate effect by giving you 60 calendar days written notice, refunding any advance payment that has been made, if

- you do not pay us within 14 days after the due date as set out in your payment agreement with us.
- you breach the contract in any other material way, and you do not correct or fix the situation within 30 days of us asking you in writing.
- you go into liquidation or a receiver or an administrator is appointed over your assets or you become insolvent or cease trading; or
- you suspend or cease or threaten to suspend or cease, carrying on all or substantial part of your business.
- you are affected by a matter beyond your reasonable control which affects your use of the services for longer than 30 days.

You may terminate this agreement with immediate effect if

- we breach this agreement in any material way, and we do not correct or fix the situation within 14 days of you asking us.
- we go into liquidation or a receiver or an administrator is appointed over our assets or we become insolvent and cease trading.
- we are affected by a matter beyond our control, but which affects your use of the services for longer than 14 days.
- we change this agreement to your material disadvantage.

In these circumstances we will refund to you the proportion of any fees that you have paid in advance of your agreed termination date.

If you purchased the Services from a Reseller, then

- this agreement shall commence on the date on which you first install the Services and accept these terms and shall terminate automatically on the date on which your agreement with the Reseller for the provision of the Services ends

If you have received the Services as a result of a Third-Party relationship The Service terms may be reviewed at the end of the initial contract term in the event of a material change.

16. Force Majeure.

Sometimes we may not be able to do what we have agreed in this EULA because of something beyond our reasonable control, which may include lock outs, industrial action by third parties, civil commotion, riot, terrorist attack, fire, explosion, other natural disaster, compliance with any law or government instruction or other competent authority or failure of public or private telecommunications networks. This is not an exhaustive list but for any of these examples or others within the same category we do not accept responsibility for not providing the services.

If such an event does occur and lasts longer than 30 days, termination of the contract could occur from either party without notice.

17. Communication.

Any notice or communication in connection with this EULA must be in writing and delivered by any of the following:

- sent to us by email to an email address provided for this purpose.
- delivered by hand or prepaid next working day registered delivery service.

Any notice or communication shall be deemed to have been received;

- if sent and received using The Services.
- If delivery confirmation is obtained from the recipient including time and authorised signature at the correct address.

18. Waiver and Severance.

If any aspect of this EULA is invalid, illegal or unenforceable the parties shall negotiate in good faith to resolve any issues so that any changes made are legal, valid and enforceable and achieves the intended commercial result of the original provision.

19. General.

This Agreement, together with our Privacy Policy, Acceptable Use Policy and any other contractual arrangements connected with the provision of The Services constitute an agreement between you and Beyond Encryption. This EULA supersedes and replaces all previous iterations of this document, arrangements, promises, assurances, warranties, representations and understandings between us whether written or oral.

You acknowledge that in agreeing to the terms of this EULA you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in either this agreement or our Privacy Policy or Acceptable Use Policy.

We may transfer our rights and obligations under this contract to another organisation, but this will not affect your rights or our obligations under this agreement. We will always notify you in writing or posting on our website if this happens. You may only transfer your rights and your obligations under this agreement to another person if we agree in writing.

This agreement is between You and Beyond Encryption. No other person shall have any rights to enforce any of its terms. Each of the paragraphs of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under this license agreement or if we do not enforce our rights against you or if we delay in doing so that will not mean that we have waived our rights against you.

20. Confidentiality.

Each party undertake that it shall not at anytime disclose, to any person any confidential information concerning the business affairs, customers, clients or suppliers unless required by law or any government or regulatory authority or for each party to perform its obligations under this License Agreement.

21. Governing Law and Jurisdiction.

Both parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or including non-contractual disputes or claims.

