

Software as a Service (SaaS) Agreement

Last updated - [25/02/2021]

Contents

1.	DATE OF THIS AGREEMENT	2
2.	PARTIES	2
3.	THE PURPOSE OF THIS AGREEMENT	2
4.	DEFINITIONS	3
5.	HOSTED SERVICES	4
6.	MAINTENANCE SERVICES	6
7.	SUPPORT SERVICES	6
8.	CUSTOMER PERSONAL DATA	6
9.	NO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS	6
10.	PAYMENTS (LICENSE)	6
11.	COMPANY'S CONFIDENTIALITY OBLIGATIONS	7
12.	DATA PROTECTION	7
13.	ACKNOWLEDGEMENTS	8
14.	TERMINATION	9
15.	NOTICES	10
16.	SUBCONTRACTING	10
17.	GENERAL	10
18.	INTERPRETATION	10
19.	EXECUTION	11
20.	ACCEPTABLE USE	11
21.	ACCEPTANCE and/or SIGNATURES	13

1. DATE OF THIS AGREEMENT

Click or tap to enter a date.

2. PARTIES

Purple Frog Systems Ltd, a company incorporated in England and Wales registration number 05672331 having its registered office at Quantum House, Hadley Park East, Telford, TF1 6QJ. Hereafter referred to as ("we," "us" or "our" "Company");

and

Click or tap here to enter text. , the "**Customer**". Hereafter referred to as ("you", "Customer").

3. THE PURPOSE OF THIS AGREEMENT

- a. This agreement is created, where appropriate, in clear, direct, and legally compliant language;
- b. The aim is to minimise misinterpretation and provide a platform of understanding and engagement between us and you in the United Kingdom and worldwide;
- c. **Power BI Sentinel**, also referred to as **Sentinel**, is the product licensed under this agreement and hereafter referred to as the "**Product**";
- d. It establishes the Product as a "**Software as a Service**" (SaaS);
- e. The most updated **Power BI Sentinel** Terms of Use (TOU) are a legally binding pre requirement to this SaaS;
- f. This agreement will be the legal basis for which we agree your use of the Product;
- g. It provides clarity in respect of services offered and support provided to ensure your use of the product is in accordance with the agreement;
- h. any other schedule or agreement separately developed, but forming part of the overarching agreement with you, will be legally binding;
- i. Any breaches of them will be dealt with in accordance with the relevant area, document, or section of those documents, applicable at the time;
- j. The relationship between us and you may be facilitated in different ways;
 - i. Where the license agreement is direct with us and you then we shall provide the Support and Services;
 - ii. Where you have an agreement with an Active Partner of ours, for the Product, then the Partner with whom you have an agreement for the Product will be your first line point of contact and manage, provide and be responsible for all support for you;
- k. The license will always be provided by us on condition that all payments have been made;
- l. It confirms the product is managed and maintained on our Hosted Servers and Services within an Azure TM datacentre;
- m. Nothing shall hold us liable for any loss of service or compliance with this agreement in respect of any legal, technical, business, or other cause which could not have been reasonable known to us at the time;

4. DEFINITIONS

- a. "**Account**" means an account enabling a person to access and use the Hosted Services;
- b. "**Agreement**" means this agreement including any additional documentation, and any amendments to this agreement required from time to time;
- c. "**Business Day**" means any working day in England, United Kingdom, herein stated as, Monday to Friday inclusive, other than a public holiday;
- d. "**Business Hours**" means the hours of 09:00 to 17:00 United Kingdom GMT/BST on a Business Day.
- e. "**Charges**" means the following;
 - i. the amounts specified and agreed in the financial Agreement accepted between the Company and Customer within the terms of this Agreement;
 - ii. any further such amounts as may be agreed in writing by the parties from time to time;
- f. "**Company and Customer/Partner Confidential Information**" means;
 - i. Any information disclosed by or on behalf of the Company or Customer/Partner during the Term OR at any time before the termination of this Agreement. Where at the time of disclosure it;
 - ii. was marked as "confidential", "sensitive"; or
 - iii. should have been reasonably understood by the Company or Customer to be such; or
 - iv. the Company or Customer Personal Data;
- g. "**Company or Customer Personal Data**" means any Personal Data that is processed by the Company and/or Customer on behalf of the Company and/or Customer in relation to this Agreement;
- h. "**Customer**" means an entity who has agreed to purchase a License of the Product;
- i. "**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Company and Customer/Partner Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679) and/or Sarbanes–Oxley Act and any other subsequent or current legislation in countries to which this Agreement may be applied. This agreement is based on the laws applicable in England at the time of signature;
- j. "**Documentation**" means, any documentation for the Hosted Services produced by us and delivered or made available by us;
- k. "**Effective Date**" means the date of execution, signing of this Agreement;
- l. "**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, wars, pandemic or other economic disruption);
- m. "**Hosted Services**" means the Product, as specified separately in the Hosted Services section, which will be made available by the Company to a Customer as a service via the internet in accordance with this Agreement;

- n. **"Hosted Services Defect"** means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality, or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:
 - i. any act or omission of the Company, Customer or any person authorised by the Customer to use the Platform or Hosted Services in accordance with the agreement;
 - ii. any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;
 - iii. a failure of the Customer to perform or observe any of its obligations in this Agreement; and/or
 - 1) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware, or software not specified as compatible in the Hosted Services Specification;
 - 2) errors, defects, or changes to any third party software, hardware or services that are beyond the control of the Company;
- o. **"Maintenance Services"** means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;
- p. **"Partner"** means a Customer who has signed a Partnership Agreement to supply the Product directly to a Customer;
- q. **"Platform"** means the platform managed by the Company and used by the Company to deliver the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;
- r. **"Power BI® Licensing"** means an active Microsoft Power BI license, premium or non-premium. The reporting outputs will be dependent upon the license level held by the Customer
- s. **"Schedule"** means any schedule attached to the main body of this Agreement. Or a separate schedule applicable to other Company documentation which is relevant to this Agreement;
- t. **"Services"** means any services that the Company supplies to the Customer, or has an obligation to provide to the Customer, under this Agreement;
- u. **"Support Services"** means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;
- v. **"Supported Web Browser"** means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that we agree in writing shall be supported;
- w. **"Tenant"** is a License to use Power BI Sentinel available for different Enterprise levels;
- x. **"Term"** means the term of this Agreement, any contractual agreements, amendments, changes, negotiations during or other action which affects the time this Agreement is in force;
- y. **"Update"** means a hotfix, patch, or minor version update to any Platform software or the product;
- z. **"Upgrade"** means a major version upgrade of any Platform software;

5. HOSTED SERVICES

- a. The Company shall ensure that the Platform will, on the Effective Date, automatically generate an Account for the Customer;
- b. The Company hereby grants to the Customer a worldwide, non-exclusive License to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the Customer in accordance with the Documentation during the Term;
- c. The License granted by the Company to the Customer is subject to the following limitations:
 - i. the Hosted Services may only be used by the officers, employees, agents, and subcontractors of the Customer;
 - ii. the Hosted Services may only be used with the Power BI Tenant identified in the Hosted Services particulars; and
 - iii. the Hosted Services must not be used at any point in time in excess of the number of USERS and REPORTS permitted by the Enterprise License agreed. This information is available directly at <https://www.powerbisentinel.com/pricing/>;
 - iv. the Company reserves the right to make changes to these Enterprise Licenses, User numbers and Reports permitted;
 - v. The Company will notify the Customer and/or Partner of any changes;
 - vi. the Customer may add or remove concurrent user in accordance with the License granted;
- d. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the License granted by the Company to the Customer is subject to the following prohibitions:
 - i. the Customer must not;
 - 1) sub-license its right to access and use the Hosted Services;
 - 2) permit any unauthorised person to access or use the Hosted Services;
 - 3) use the Hosted Services to provide services to third parties;
 - 4) republish or redistribute any content or material from the Hosted Services;
 - 5) make any alteration to the Platform, except as permitted by the Documentation; and
 - 6) conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of the Company;
 - 7) use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services;
- e. The Customer shall use reasonable endeavours, including reasonable security measures relating to authorised Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an authorised Account;
- f. The Customer must comply the Acceptable Use section, and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an authorised Account comply with the same such conditions;
- g. The Customer must not use the Hosted Services:
 - i. in any way that is unlawful, illegal, fraudulent, or harmful; or
 - ii. in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity;
 - iii. For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code, and source code) of the Platform, either during or after the Term;
- h. The Company shall use all reasonable endeavours to maintain the availability of the Hosted Services to the Customer at the gateway between the public internet and the network of the hosting services Company for the Hosted Services but does not guarantee 100% availability.
- i. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement;
 - i. a Force Majeure Event;

- ii. a fault or failure of the internet or any public telecommunications network;
- iii. a fault or failure of the Customer's computer systems or networks;
- iv. any breach by the Customer of this Agreement; or
- v. scheduled maintenance carried out in accordance with this Agreement;
- vi. a fault or failure of the Microsoft platform;

6. MAINTENANCE SERVICES

- a. The Company shall, at its earliest opportunity, give to the Customer notification of:
 - i. an Upgrade to the Platform;
 - ii. any security Update to the Platform;

7. SUPPORT SERVICES

- a. The Company shall provide and respond within agreed timescales, the Support Services and Customer helpdesk to the Customer directly licensed by the Company as defined by this agreement;
- b. Where the Customer is managed through the Partner Programme the Partner shall manage the Support Services;
- c. the Customer must not use the helpdesk for any other purpose;
- d. Where a Customer has an authorised Login to our Portal Service section of the Site, they shall have an SLA;
- e. The latest published version of the Terms of Use shall contain the details of the Service Level Agreement (SLA), covering those who have a valid Customer Product Tenant with the Company;

8. CUSTOMER PERSONAL DATA

- a. The Customer grants to the Company the right to sub-license these rights to its hosting, connectivity, and telecommunications service Companies, subject to any express restrictions elsewhere in this Agreement;
- b. The Customer warrants to the Company that the Customer Personal Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law;

9. NO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- a. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Company to the Customer, or from the Customer to the Company;

10. PAYMENTS (LICENSE)

- a. Where a Customer is directly managed by the Company, they shall:
 - i. make Payments to the Company by debit card, credit card, direct debit or other electronic payment system operated by the Company at the time, (using such payment details as are notified by the Company to the Customer at the time);
 - ii. the Company shall issue receipts for the Charges to the Customer from the inception date and thereafter at the (auto) renewal date;
- b. Where the Customer is managed by the Partner Programme then any invoicing will be managed by the Partner;
- c. In both cases, the Customer must make the Payments to secure activation and continuance of license by the Company;

- d. If the Customer does not pay any amounts properly due to the Company, or a Partner, under this Agreement, the Company may:
 - i. Delay the activation of a new license until payment has been received in full;
 - ii. Or suspend any existing license, from the renewal date, until payment has been received in full.

11. COMPANY'S CONFIDENTIALITY OBLIGATIONS

- a. The Company must;
 - i. Keep the Customer Confidential Information strictly confidential;
 - ii. not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality approved in writing by the Customer OR no less onerous than those contained in this Agreement;
 - iii. use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Company uses to protect the Company's own confidential information of a similar nature, being at least a reasonable degree of care;
 - iv. act in good faith at all times in relation to the Customer Confidential Information.
- b. the Company may disclose the Customer Confidential Information to the;
 - i. Company's officers, employees, professional advisers, insurers, agents, contractors and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information;
 - ii. To the Partner managing the Customers agreement;
- c. This imposes no obligations upon the Company with respect to Customer Confidential Information that:
 - i. is known to the Company before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
 - ii. is or becomes publicly known through no act or default of the Company; or
 - iii. is obtained by the Company from a third party in circumstances where the Company has no reason to believe that there has been a breach of an obligation of confidentiality;
- d. The restrictions do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Company on any recognised stock exchange;
- e. The provisions shall continue in force indefinitely following the termination of this Agreement where legislation so requires. Where no such requirement exists at the end of Term, they will cease to have effect.

12. DATA PROTECTION

- a. The Company and Customer and where relevant the Partner shall;
 - i. comply with the Data Protection Laws, GDPR Regulations and/or any other such legislation affecting specific areas or coming into force after this agreement is activated, with respect to the processing of the Personal and Organisational Data;
 - ii. ensure that persons authorised to process the Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - iii. each implement appropriate technical and organisational measures to ensure an appropriate level of security of Data;

- b. Any engagement of a third party to manage data shall be in accordance with legislation, insurance, and authority and/or security clearance, to access that data with the knowledge and agreement of the Company and Customer;
- c. The Company shall;
 - i. not engage any third party to process the Customer Personal Data without the consent of the Customer. The Company shall ensure that each third party processor is subject to the same OR equivalent legal obligations as those imposed on the Company;
- d. insofar as possible and considering the nature of the processing, in conjunction with a Partner where relevant;
 - i. take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws;
 - ii. assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws;
- e. The Company and/or Partner shall;
 - i. report any Personal Data breach relating to the Customer Personal Data to the Customer following the either becoming aware of the breach;
 - ii. make available to the Customer all information necessary to demonstrate the compliance of the Company and/or Partner with its obligations under Data Protection Laws;
 - iii. at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data;
- f. If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

13. ACKNOWLEDGEMENTS

- a. The Customer acknowledges that;
 - i. complex software is never wholly free from defects, errors, and bugs; and subject to the other provisions of this Agreement, the Company gives no warranty or representation that the Hosted Services will be wholly free from defects, errors, and bugs;
 - ii. the Company, subject to other provisions of this Agreement, and its own certificated security measures, cannot give any warranty or representation that the Hosted Services will not be subject of unauthorised security issues;
 - iii. the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services; and the Company does not warrant or represent that the Hosted Services will be compatible with any other software or systems;
 - iv. the Company will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, the Company does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person;
- b. Limitations and exclusions of liability. Nothing in this Agreement will:

- i. limit or exclude any liability for death or personal injury resulting from negligence;
- ii. limit or exclude any liability for fraud or fraudulent misrepresentation;
- iii. limit any liabilities in any way that is not permitted under applicable law; or
- iv. exclude any liabilities that may not be excluded under applicable law;
- c. The limitations and exclusions of liability set out elsewhere in this Agreement; and
- d. govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement;
- e. The Company shall not be liable to the Customer in respect of;
 - i. any losses arising out of a Force Majeure Event;
 - ii. any loss of profits or anticipated savings;
 - iii. any loss of revenue or income;
 - iv. any loss of use or production;
 - v. any loss of business, contracts, or opportunities;
 - vi. any loss or corruption of any data, database, or software;
 - vii. any special, indirect, or consequential loss or damage;
 - viii. any failings by the Partner operating the Customer agreement;
 - ix. Force Majeure Event:
 - 1) If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event;
 - x. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:
 - 1) promptly notify the other; and
 - 2) inform the other of the period for which it is estimated that such failure or delay will continue;
- f. A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

14. TERMINATION

- a. The Company, where providing a direct licensing agreement with the Customer, or through a Partner agreement, may terminate this Agreement immediately by giving written notice of termination to the other party if;
 - i. the other party being the Customer or Partner;
 - ii. is dissolved;
 - iii. ceases to conduct all (or substantially all) of its business;
 - iv. is or becomes unable to pay its debts as they fall due;
 - v. is or becomes insolvent or is declared insolvent; or
 - vi. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - vii. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - viii. an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or
 - ix. if that other party is an individual:

- x. that other party dies;
 - xi. as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - xii. that other party is the subject of a bankruptcy petition or order;
- b. Effects of termination
- i. Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the provisions of this Agreement, specified within, shall survive, and continue to have effect;
 - ii. Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party;

15. NOTICES

- a. Any notice from one party to the other party under this Agreement must be given in writing using the relevant contact details;

16. SUBCONTRACTING

- a. Subject to any express restrictions elsewhere in this Agreement, the Company may subcontract any of its obligations under this Agreement;
- b. The Company shall remain responsible to the Customer for the performance of any subcontracted obligations;

17. GENERAL

- a. No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach;
- b. If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted);
- c. This Agreement may not be varied except by a written document signed by or on behalf of each of the parties;
- d. No party, to this agreement, may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement;
- e. This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation, or settlement under or relating to this Agreement are not subject to the consent of any third party;
- f. Unless specified elsewhere within this agreement, it shall constitute the entirety between the parties, and shall supersede all previous agreements, arrangements, and understandings between the parties in respect of this subject matter;
- g. This Agreement shall be governed by and construed in accordance with English law.
- h. The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement;

18. INTERPRETATION

- a. In this Agreement, a reference to a statute or statutory provision includes a reference to;
- b. that statute or statutory provision as modified, consolidated, and/or re-enacted from time to time; and;
- c. any subordinate legislation made under that statute or statutory provision;
- d. The Clause headings do not affect the interpretation of this Agreement;
- e. In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things;

19. EXECUTION

- a. By signing up through the portal it will be taken as accepting this Agreement and the Terms of Use (TOU) in force at that date;
- b. by signing this Agreement all parties have accepted all sections, clauses, conditions, exclusions, and specific responsibilities provided within it for the service;
- c. the persons signing, through either of the above options, this agreement does so as the legal authority of the Company and Customer.

20. ACCEPTABLE USE

a. General usage rules

- i. the use of the website at powerbisentinel.com, subdomains, and the services available on that website or subdomains (the "Services"); and
- ii. Any successor websites, domains or subdomains or related online services
- iii. the transmission, storage, and processing of content by you, or by any person on your behalf, using the Services ("Content");
- iv. References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to Purple Frog Systems Ltd. (and "we" and "our" should be construed accordingly);
- v. By using the Services, you agree to the rules set out in this Policy;
- vi. You must be at least 18 years of age in order to purchase the Services;
- vii. You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services;
- viii. You must not use the Services:
 - 1) in any way that is unlawful, illegal, fraudulent, deceptive, or harmful; or
 - 2) in connection with any unlawful, illegal, fraudulent, deceptive, or harmful purpose or activity;
- ix. You must ensure that all Content complies with the provisions of this Policy;

b. Unlawful Content

- i. Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law);
- ii. Content must not:
 - 1) be libellous or maliciously false;
 - 2) be obscene or indecent;
 - 3) infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
 - 4) infringe any right of confidence, right of privacy or right under data protection legislation;
 - 5) constitute negligent advice or contain any negligent statement;

- 6) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - 7) be in contempt of any court, or in breach of any court order;
 - 8) constitute a breach of racial or religious hatred or discrimination legislation;
 - 9) be blasphemous;
 - 10) constitute a breach of official secrets legislation; or
 - 11) constitute a breach of any contractual obligation owed to any person;
- iii. You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint;
- c. Graphic material**
- i. Content must be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children over 12 years of age;
 - ii. Content must not depict violence in an explicit, graphic, or gratuitous manner;
 - iii. Content must not be pornographic or sexually explicit;
- d. Factual accuracy**
- i. Content must not be untrue, false, inaccurate, or misleading;
 - ii. Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion;
- e. Etiquette**
- i. Content must be appropriate, civil, and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet;
 - ii. Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory, or inflammatory;
 - iii. Content must not be liable to cause annoyance, inconvenience, or needless anxiety;
 - iv. You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people;
 - v. You must not use the Services for the purpose of deliberately upsetting or offending others.
 - vi. You must not unnecessarily flood the Services with material relating to a particular subject or subject area, whether alone or in conjunction with others;
 - vii. You must ensure that Content does not duplicate other content available through the Services;
 - viii. You must ensure that Content is appropriately categorised;
 - ix. You should use appropriate and informative titles for all Content;
 - x. You must at all times be courteous and polite to other users of the Services;
- f. Marketing and spam**
- i. You must not use the Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service, or commercial offering;
 - ii. Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications;
 - iii. You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Services or that you find using the Services;
 - iv. You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes, or programs;

- v. You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses;
- g. Regulated businesses**
 - i. It is the Customers responsibility to self-regulate any content uploaded to the Power BI Sentinel Software as a Service;
- h. Monitoring**
 - ii. You acknowledge that we may actively monitor the Content and the use of the Services;
- i. Data mining**
 - i. You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services;
- j. Hyperlinks**
 - i. You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy;
- k. Harmful software**
 - i. The Content must not contain or consist of, and you must not promote, distribute, or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications, or technologies;
 - ii. The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer;

21. ACCEPTANCE and/or SIGNATURES

- a. By accessing the product, you accept and agree to comply with the Terms of Use and SaaS;
- b. Where discussions with the Company determine a requirement to sign an agreement with the Company or Partner to use Power BI Sentinel, you agree to the Terms of Use and specific signed SaaS agreement.