

TERMS AND CONDITIONS

These Terms and Conditions ("**Terms**") govern the use of the software and services ("**Software**") provided by Tarsia Compliance Ltd., a private limited company located at 317 Manor Road, London, England, E15 3AW and is registered with Companies House under number 16614394 ("**Tarsia**"). By purchasing, downloading or using the Software, the customer identified in the relevant Order ("**Customer**") agrees to be bound by this Agreement.

1. DEFINITIONS

1.1 "**Agreement**" means the Terms, the DPA, the DORA Addendum, and the Order, collectively.

1.2 "**DPA**" means the Data Processing Addendum attached to these Terms.

1.3 "**DORA**" means the Digital Operational Resilience Act (EU) 2022/2554 and any related regulatory requirements.

1.4 "**Customer Data**" means all data, information and materials provided by the Customer or processed using the Software.

1.5 "**Effective Date**" means, for each Order, the effective date of that Order: (a) if an Order Form applies, the effective date stated on the Order Form; and (b) if purchased via the website (including Website Checkout or website-initiated Invoice Payment), the date of purchase as shown on the applicable receipt or invoice.

1.6 "**Initial Subscription Term**" means the first Subscription Term specified in the applicable Order.

1.7 "**Invoice Payment**" means a purchase where Tarsia issues an invoice (including invoices initiated via the website), and the Customer pays within the agreed payment term.

1.8 "**Order**" means the Customer's purchase of the Software as (a) confirmed on Tarsia's website and evidenced by the payment receipt, or (b) set out in an Order Form, or (c) confirmed via Invoice Payment initiated through the website or an Order Form. For website purchases (including website-initiated Invoice Payment), the Order consists of the

online order confirmation and associated receipt/invoice and includes the selected plan and Subscription Term. Each Order has its own Effective Date and Subscription Term.

1.9 "**Order Form**" means a written or electronic order document executed by the parties (including via e-signature) that sets out the Software, fees, and commercial terms for a specific Order.

1.10 "**Renewal Term**" means any subsequent renewal period following the Initial Subscription Term.

1.11 "**Software**" means the Tarsia desktop application software, including all updates, modifications and related documentation provided by Tarsia.

1.12 "**Subscription Term**" means the period for which the Customer is subscribed, as specified in the Customer's Order, including the Initial Subscription Term and any Renewal Term.

1.13 "**Terms**" means these Terms and Conditions.

1.14 "**Website Checkout**" means Tarsia's online check-out flow through which the Customer may purchase the Software by paying immediately.

2. GRANT OF LICENSE

2.1 Subject to the Customer's compliance with the Terms and payment of applicable fees, Tarsia grants the Customer a non-exclusive, non-transferable, revocable licence to install and use the Software during the Subscription Term solely for the Customer's internal business purposes related to DORA compliance.

2.2 The licence granted is limited to use within the Customer's organisation only. The Customer may not permit any person outside the Customer's organisation to access or use the Software.

2.3 The Customer's right to use the Software ceases at the end of the Subscription Term unless renewed. Continued use after expiration is not permitted.

2.4 The Customer may install the Software on computer systems owned or controlled by the Customer's organisation, provided such installation is necessary for the licensed use.

2.5 Termination on Refund. If the Customer receives a refund under Clause 9, the licence terminates immediately upon refund and the Customer shall comply with Clause 9.3.

3. SUBSCRIPTION FEES AND PAYMENT

3.1 Subscription fees are set out on Tarsia's website at the time of purchase and at each renewal, unless otherwise agreed in an Order Form. Where an Order Form specifies different fees, the Order Form governs for that Order and for the period it expressly covers.

3.2 The length of each Renewal Term will be equal to the then-current Subscription Term (for example, monthly terms renew monthly and annual terms renew annually). Billing occurs in accordance with that Subscription Term.

3.3 Payment may be made by (a) Website Checkout, (b) Invoice Payment issued via the website or under an Order Form, or (c) any other method Tarsia makes available. Where the Customer selects Invoice Payment, fees are due within thirty (30) days of the invoice date unless otherwise stated in an Order Form. The Customer's choice of payment method does not affect pricing.

3.4 Payments are processed by Tarsia's third-party payment processor(s). Payment card details are submitted directly to the payment processor and are not collected or stored by Tarsia. Refunds are returned to the original payment method via the payment processor's standard process.

3.5 Any undisputed amount not received when due will accrue interest at the statutory interest rate for late commercial payments (being 8% above the Bank of England base rate), calculated on a daily basis from the due date until paid. If an invoice remains unpaid 7 days after the due date, Tarsia may suspend access to the Software following 3 days' prior written notice.

3.6 All fees are exclusive of applicable taxes, duties and levies, which shall be the Customer's responsibility.

3.7 If an automatic charge under Website Checkout cannot be processed on the renewal date, Tarsia may suspend access to the Software immediately. For Invoice Payments, overdue handling and suspension follow Clause 3.4.

3.8 This Clause 3 is subject to Clause 14.2.

4. SUBSCRIPTION TERM AND RENEWAL

4.1 The Customer's Subscription Term commences on the Effective Date and continues for the period specified in the Customer's Order.

4.2 Subscriptions renew automatically for successive periods equal to the then-current Subscription Term (for example, monthly terms renew monthly and annual terms renew annually) unless the Customer gives written notice of non-renewal at least thirty (30) days before the end of the current Subscription Term for annual terms, or before the next billing date for monthly terms

4.3 Unless otherwise agreed in a new Order Form executed prior to the renewal effective date, renewal fees will be the then-current fees listed on Tarsia's website for the applicable offering at the time of renewal.

4.4 Any pricing set out in an Order Form applies only to the subscription period(s) expressly identified in that Order Form (for example, the initial Subscription Term and/or one or more specified renewal terms). If multiple Order Forms exist, the most recent Order Form executed prior to the relevant renewal effective date will govern pricing for the upcoming renewal term to the extent it expressly covers that term.

5. SOFTWARE DELIVERY AND UPDATES

5.1 The Software is delivered by download through Tarsia's website or customer portal. The Customer is responsible for installation and configuration.

5.2 Tarsia may provide updates during the Customer's Subscription Term, including updates designed to reflect material changes to DORA requirements. However, Tarsia does not guarantee that such updates will cover all regulatory changes or ensure compliance.

5.3 The Software requires an internet connection for initial installation, licence verification, AI processing services, and receiving updates.

6. USE RESTRICTIONS

6.1 The Customer shall not, and shall not permit any third party to: (a) copy, modify, adapt, alter, translate or create derivative works of the Software; (b) reverse engineer, disassemble, decompile or otherwise attempt to derive the source code of the Software; (c) distribute, license, sublicense, sell, resell, transfer, publicly display, transmit or otherwise make available the Software to any third party; (d) use the Software for any unlawful purpose or in violation of any applicable laws or regulations.

6.2 The Customer acknowledges that the Software incorporates third-party artificial intelligence services for automated contract analysis. Customer Data may be transmitted to such third-party services solely for processing purposes.

7. DATA HANDLING AND PRIVACY

7.1 The Software is designed so that Customer Data is stored and processed locally on the Customer's systems. Tarsia does not access, host, transmit or retain Customer Data, except where the Customer chooses to use AI processing services, in which case Customer Data is transmitted directly from the Customer's systems to the servers of the third-party AI service provider using an API key provided by Tarsia.

7.2 For the purposes of applicable data protection laws, the Customer acts as controller. Tarsia acts as processor solely to the limited extent it facilitates the transmission of Customer Data to third-party AI services when the Customer uses those features, as further described in the DPA.

7.3 Tarsia may engage subprocessors to provide elements of the Software. Tarsia remains responsible for subprocessors' compliance with data protection obligations under the DPA. Tarsia has no liability for any other errors, failures or omissions of such subprocessors.

7.4 The parties' obligations regarding the processing of personal data are governed by the DPA, which is incorporated by reference into this Agreement.

7.5 The Customer is responsible for ensuring lawful use of any personal data processed through the Software and is encouraged to minimise the inclusion of personal data where practicable.

7.6 Tarsia has no responsibility for the storage, backup, security, or recovery of Customer Data. The Customer is solely responsible for maintaining appropriate backups and security measures.

7.7 Both parties shall comply with all applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679.

8. CANCELLATION AND TERMINATION

8.1 Upon expiry of the Subscription Term, the Customer's access to the Software will be automatically disabled and the Customer may not continue to use the Software.

8.2 Tarsia may terminate this Agreement immediately upon written notice if the Customer materially breaches the Terms and fails to remedy such breach within fourteen days of notice.

8.3 The Customer may cancel within thirty (30) days of the Effective Date in accordance with Clause 9 to receive a refund under the money-back guarantee.

9. REFUNDS

9.1 If the Customer is not satisfied with the Software, the Customer may cancel and request a full refund of fees paid for the initial Subscription Term within thirty (30) days of the Effective Date.

9.2 The guarantee applies only to the Customer's first Order for the Software per legal entity and does not apply to renewals, upgrades, add-ons, or subsequent Orders. The Customer must submit a refund request to Tarsia's support contact specified in the Order within the 30-day period and cooperate in reasonable verification of eligibility.

9.3 Upon refund, this Agreement and the licence in Clause 2 terminate with immediate effect. The Customer must cease all use of the Software and promptly remove or destroy all copies in its possession or control, and certify deletion upon request.

9.4 The guarantee does not apply to: (a) fully delivered professional services or custom development; (b) third-party fees, taxes, duties, or levies; or (c) purchases via resellers, which are subject to the reseller's refund terms.

9.5 Except as set out in this Clause 9, all fees are non-refundable.

10. COMPLIANCE DISCLAIMERS

10.1 The Software is provided as a tool to assist with DORA compliance preparation. The Customer remains solely responsible for ensuring compliance with all applicable laws and regulations, including DORA.

10.2 The Software does not constitute legal, compliance or regulatory advice. The Customer must verify all outputs and submissions generated using the Software before submission to any regulatory authority.

10.3 Tarsia makes no representation or warranty that use of the Software will ensure regulatory compliance or that any submission prepared using the Software will be accepted by regulatory authorities.

10.4 The Customer acknowledges that the Software is an aid only. The Customer is solely responsible for reviewing and validating all outputs of the Software prior to any regulatory submission. The Customer's regulatory obligations do not depend on the Software, and Tarsia shall have no liability for any compliance failures, regulatory penalties or other losses arising from reliance on the Software.

10.5 Any guidance or explanations provided within the Software are of a general informational nature and do not constitute legal, compliance or regulatory advice.

11. WARRANTIES AND LIABILITY

11.1 Tarsia warrants that the Software developed and supplied by Tarsia will materially conform to its published documentation. This warranty does not apply to outputs generated by third-party AI services or to Customer Data. The Customer's sole remedy for breach of this warranty is re-performance or replacement of the Software.

11.2 Save for the express warranty above, the Software is provided "as is" without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

11.3 Tarsia does not guarantee that the Software will be available at all times or that access will be uninterrupted. Scheduled maintenance and updates may temporarily affect availability.

11.4 Tarsia's total liability under or in connection with this Agreement, whether in contract, tort or otherwise, shall not exceed the subscription fees paid by the Customer in the

twelve months preceding the event giving rise to the claim, to the maximum extent permitted by applicable law.

11.5 In no event shall Tarsia be liable for any indirect, incidental, special, consequential or punitive damages, including but not limited to regulatory penalties, compliance failures, loss of profits, business interruption or loss of data.

11.6 Tarsia remains responsible for ensuring that any subprocessors engaged in connection with this Agreement are bound by obligations consistent with applicable data protection laws and the DPA. Tarsia is liable for subprocessors only to the extent required by such laws. Tarsia has no liability for the accuracy, reliability or suitability of outputs generated by third-party AI services or for any other aspect of subprocessor performance outside of data protection obligations.

11.7 The limitations in this Clause 11 shall not apply to liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by law.

12. INTELLECTUAL PROPERTY

12.1 Tarsia retains all right, title and interest in and to the Software, including all intellectual property rights therein. No rights are granted to the Customer other than the limited licence expressly set forth in the Terms.

12.2 To the extent Customer Data is transmitted through the Software to third-party AI services, the Customer grants Tarsia a limited right to process such data solely as necessary to facilitate such transmission on the Customer's behalf.

13. REGULATORY CHANGES

13.1 If changes to DORA or related regulations materially affect the Software's functionality, Tarsia will use reasonable efforts to update the Software. However, Tarsia cannot guarantee that the Software will remain suitable for the Customer's compliance needs following regulatory changes.

14. GENERAL PROVISIONS

14.1 This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

14. In the event of any conflict between an Order Form and the website materials for a given Order, the Order Form controls for that Order and for the period it expressly covers. For website purchases without an Order Form, the online order confirmation and associated receipt constitute the governing Order. Absent an applicable Order Form for a renewal, the then-current website fees apply at renewal.

14.3 Tarsia may make non-material changes to the Terms by providing thirty days' written notice. Other modifications require written agreement signed by both parties.

14.4 If any provision of this Agreement is found to be unenforceable, the remainder shall continue in full force and effect.

14.5 Tarsia may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets. The Customer may not assign this Agreement without Tarsia's prior written consent.

14.6 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14.7 All notices under this Agreement shall be in writing and delivered by email to the addresses specified in the Order (or as otherwise notified in writing). Notices are deemed received on the date of successful transmission.

DATA PROCESSING ADDENDUM

This Data Processing Agreement ("**DPA**") forms part of this Agreement and applies when Personal Data is processed through the Software.

1. DEFINITIONS

1.1 "**Controller**", "**Processor**", "**Subprocessor**", "**Data Subject**", "**Personal Data**", "**Processing**" and "**Supervisory Authority**" have the meanings given in the GDPR.

1.2 "**GDPR**" means Regulation (EU) 2016/679 and, where applicable, the UK GDPR.

1.3 "**Security Incident**" means any breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

2. DATA PROCESSING DETAILS

2.1 **Subject matter:** Use of AI processing services through the Software for automated contract analysis.

2.2 **Duration:** For the duration of this Agreement.

2.3 **Nature and purpose:** Transmission of Customer Data to third-party AI services via API for contract analysis and data extraction.

2.4 **Categories of Personal Data:** Contract-related information that may contain personal data of employees, contractors, or counterparties.

2.5 **Categories of Data Subjects:** Natural persons whose personal data may appear in contracts or documents processed through the Software.

3. ROLES AND RESPONSIBILITIES

3.1 Customer acts as Controller. Tarsia acts as Processor solely for the purpose of facilitating transmission of Personal Data to third-party AI services.

3.2 Tarsia processes Personal Data only on documented instructions from Customer, including instructions to transmit data to AI services when Customer uses those features.

3.3 Customer is responsible for ensuring it has lawful basis for processing and for providing any required notices to Data Subjects.

4. TARSIA'S PROCESSOR OBLIGATIONS

4.1 **Confidentiality:** Tarsia ensures that persons authorised to process Personal Data are subject to confidentiality obligations.

4.2 **Security:** Tarsia implements appropriate measures within its control for API transmissions, including secure API key management and use of encrypted endpoints. Customer acknowledges that transmission security is also dependent on the AI service provider's infrastructure.

4.3 **No Data Storage:** Tarsia does not store, retain, or otherwise process Personal Data beyond facilitating its transmission via API.

4.4 **Data Subject Rights:** Tarsia will, to the extent technically possible, assist Customer in responding to Data Subject requests by providing information about data transmissions.

4.5 **Security Incidents:** Tarsia will notify Customer without undue delay of any Security Incident affecting the API transmission process of which it becomes aware.

4.6 **Data Return/Deletion:** As Tarsia does not store Personal Data, there is no data to return or delete upon termination.

5. SUBPROCESSORS

5.1 Customer authorises Tarsia to engage the AI service provider as a subprocessor for data processing.

5.2 Tarsia ensures its contract with the AI service provider includes data protection obligations substantially equivalent to those in the DPA.

5.3 If Tarsia changes AI service providers, it will provide Customer thirty (30) days' written notice and ensure the replacement service provides substantially equivalent functionality.

5.4 Tarsia remains liable for the AI service provider's compliance with data protection obligations to the extent required by GDPR.

6. INTERNATIONAL TRANSFERS

6.1 Tarsia only engages AI service providers that process Personal Data within the UK/EEA. No international transfers outside the UK/EEA occur.

6.2 Tarsia commits to only selecting AI service providers that maintain their data processing infrastructure within the UK/EEA.

7. AUDITS

7.1 Customer may conduct audits of Tarsia's compliance with the DPA by requesting relevant documentation about Tarsia's AI service provider contract and transmission security measures, provided Customer gives at least thirty (30) days' written notice.

7.2 Such audits shall be conducted remotely and proportionately, taking into account Tarsia's limited role in data processing. Audits may be conducted no more than once per calendar year unless required by a supervisory authority.

8. LIABILITY

8.1 Each party's liability under the DPA is subject to the limitation and exclusion provisions in this Agreement.

8.2 Tarsia's liability for AI service provider acts/omissions is limited to ensuring appropriate contractual safeguards are in place.

9. TERM AND TERMINATION

9.1 The DPA remains in effect for the duration of this Agreement.

9.2 Upon termination, Tarsia's processing obligations cease, and no Personal Data return is required as Tarsia does not store Personal Data.

9.3 Clauses relating to liability, audits, and confidentiality survive termination.

Subprocessor	Address	Description of processing	Processing locations	DPA
Mistral AI with incorporation number: 952 418 325	15 rue des Halles, 75001 Paris, France	Optional AI services to extract Customer contract data for use in the Software	EEA	https://mistral.ai/terms#data-processing-addendum

DORA ADDENDUM

This DORA Addendum forms part of the Agreement and governs the use of ICT Services by customers subject to DORA.

1. DEFINITIONS

Unless otherwise defined in this DORA Addendum, capitalised terms have the meanings given in the Agreement. The following additional definitions apply:

1.1 "**Critical ICT Services**" means ICT Services supporting a 'critical or important function' as defined in article 3(22) DORA;

1.2 "**ICT Incident**" means 'ICT related incident' as defined in article 3(8) DORA;

1.3 "**ICT Services**" means the Software and related services that qualify as 'ICT services' as defined in article 3(21) DORA;

2. GENERAL PROVISIONS

2.1 This DORA Addendum supplements and modifies the Agreement as set out herein. In the event of conflict between this DORA Addendum and the Agreement, the stricter requirements shall prevail.

2.2 References to the Customer include any affiliates of the Customer to which Tarsia provides ICT Services under the Agreement.

2.3 The Customer acknowledges that the Software is not a Critical ICT Service, as the Customer's regulatory obligations under DORA do not depend on the Software.

3. ICT SERVICES AND SERVICE LOCATIONS

3.1 The ICT Services are described in the Terms. The Software is designed to assist DORA register submission only. At no time does the Customer's compliance with DORA depend on the Software.

3.2 The Software operates locally on the Customer's systems. Tarsia has no infrastructure or servers storing Customer Data.

3.3 The Software is fully functional without subcontractors. AI processing services provide one method for contract analysis, but the Software maintains full operational capability through alternative functions in the event of any subcontractor service disruption.

3.4 Changes to the ICT Services will be managed in accordance with the Terms, provided such changes do not materially impair the functionality, quality, performance, security, or scope of the ICT Services.

4. SUBCONTRACTING

4.1 Tarsia's subcontractors are the same as the subprocessors detailed in the sub-processor list referenced in the DPA.

4.2 Tarsia ensures that subcontractors implement and maintain appropriate security and operational resilience standards consistent with Tarsia's obligations under this DORA Addendum.

4.3 Tarsia remains responsible for ensuring subcontractors' compliance with security and resilience requirements, though Tarsia has no responsibility for the operational capabilities or output quality of subcontractor services.

4.4 Material changes to subcontracting arrangements will be notified to the Customer in accordance with the DPA.

5. INFORMATION SECURITY

5.1 Tarsia applies appropriate information security standards within its control, including:

- Secure API key management for AI service transmissions;
- Use of encrypted endpoints for data transmission;
- Implementation of appropriate security measures for the Software.

5.2 The Customer acknowledges that the security of Customer Data stored locally remains the Customer's responsibility. Tarsia has no access to, or control over, Customer Data stored on the Customer's systems.

5.3 Tarsia ensures that subcontractors implement appropriate security and resilience measures consistent with Tarsia's obligations under this DORA Addendum.

6. BUSINESS CONTINGENCY

6.1 The Software is designed to maintain full operational continuity without dependence on subcontractors. Alternative functionality ensures continued operation in the event of any subcontractor service disruption.

6.2 Given that the Software operates locally on the Customer's systems and maintains operational continuity independent of subcontractors, the Customer's use of the Software is not impacted by subcontractor service interruptions.

6.3 Customer Data accessibility and recovery remains the Customer's responsibility as all data is stored locally on the Customer's systems.

7. ICT INCIDENT ASSISTANCE

7.1 Tarsia shall promptly report any ICT Incidents related to the ICT Services to the Customer in writing.

7.2 Tarsia will provide reasonable assistance and information regarding any ICT Incidents at no additional cost, within the scope of Tarsia's involvement in the provision of ICT Services.

8. COOPERATION WITH COMPETENT AUTHORITIES

8.1 Tarsia will provide reasonable cooperation with the Customer's competent authorities and resolution authorities regarding matters concerning the ICT Services, subject to applicable legal requirements and confidentiality obligations.

9. MONITORING AND AUDIT RIGHTS

9.1 The Customer may conduct audits of Tarsia's compliance with this DORA Addendum and applicable obligations by requesting relevant documentation about:

- Tarsia's subcontractor arrangements and security standards;

- Security measures implemented for API transmissions;
- Compliance with data protection obligations under the DPA.

9.2 Audit requests shall be made with at least thirty (30) days' written notice and may be conducted no more than once per calendar year unless required by a supervisory authority.

9.3 Such audits shall be conducted remotely and proportionately, taking into account Tarsia's limited role in data processing and the local nature of the Software.

9.4 Each party shall bear its own costs relating to audits, except where an audit relates to a material breach by Tarsia.

10. TERMINATION PROVISIONS

10.1 The Customer may terminate the Agreement with immediate effect by providing written notice if:

- Tarsia significantly breaches the Agreement or applicable laws;
- Circumstances arise that materially affect Tarsia's ability to provide the ICT Services in compliance with applicable requirements;
- Competent authorities identify circumstances that impair their ability to effectively supervise the Customer.

10.2 Upon termination, the Customer retains full access to all Customer Data stored locally on its systems. No data migration is required from Tarsia, as Tarsia does not store Customer Data.

11. LIABILITY

11.1 Each party's liability under this DORA Addendum is subject to the limitation and exclusion provisions in the Agreement.

11.2 Tarsia's liability for subcontractor acts or omissions is limited to ensuring appropriate security and resilience safeguards are in place as set out in this DORA Addendum and the DPA.

12. TERM

12.1 This DORA Addendum remains in effect for the duration of the Agreement.

12.2 Provisions relating to liability, confidentiality, and audit rights survive termination.