

SEA.DEV TERMS OF SERVICE

PLEASE READ CAREFULLY BEFORE ACCESSING ANY SOFTWARE FROM THIS WEBSITE:

These terms and any schedules or linked agreements set out herein (“Terms”) and the applicable Order Form (together, the “Agreement”) constitute a legal agreement between you (“Customer”) and seadotdev Limited, a company incorporated and registered in the United Kingdom with company number 15326696 whose registered office is at 5th Floor Ashford Commercial Quarter, 1 Dover Place, Ashford, Kent, England, TN23 1FB (“sea.dev”) for the sea.dev Services and Documents.

We license use of the Sea.dev Services and Documents to you on the basis of this Agreement. We do not sell the sea.dev Property or Documents to you. We remain the owners of the sea.dev Property and Documents at all times.

IMPORTANT NOTICE TO ALL USERS:

BY CLICKING ON THE “ACCEPT” BUTTON YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 10.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MUST CLICK ON THE “REJECT” BUTTON AND YOU MAY NOT ACCESS THIS SOFTWARE.

AGREED TERMS

1. Basis of Contract

- 1.1 These Terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.2 The Order Form submitted by the Customer constitute an offer by the Customer to receive the Sea.dev Services and Documents in accordance with these Terms.
- 1.3 The Order Form shall be deemed to be accepted upon Sea.dev issuing a written acceptance of the Order Form (the “**Effective Date**”).

2.1

In consideration of payment by the Customer of the Subscription Fee, and the Customer agreeing to abide by these Terms, sea.dev hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, download, install and use the sea.dev Services and the Documentation during the Subscription Term for the Customer’s internal business purposes only for the number of Authorised Users permitted by the licence tier specified in the Order Form.

2.2

In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the sea.dev Services and the Documentation shall not exceed the number of Authorised Users permitted in the relevant subscription tier it has purchased from time to time;

2. Grant of Licence

- (b) it will provide the relevant Access Protocols required for the login application used by the Customer for authentication purposes to the Authorised Users; and
- (c) it will not allow or suffer any login application to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the sea.dev Services and/or Documentation.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the sea.dev Services that:

- (d) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (e) facilitates illegal activity;
- (f) depicts sexually explicit images;
- (g) promotes unlawful violence;
- (h) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (i) is otherwise illegal or causes damage or injury to any person or property,

and sea.dev reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause 2.3.

2.4 The Customer shall not:

- (j) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the sea.dev Technology and/or Documentation (as applicable) in any form or media or by any means; or

- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the sea.dev Technology or the sea.dev Services;

- (k) access all or any part of the sea.dev Services and Documentation in order to build a product or service which competes with the sea.dev Services and/or the Documentation;
- (l) use the sea.dev Services and/or Documentation to provide services to third parties;
- (m) subject to clause 2.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the sea.dev Services and/or Documentation available to any third party except the Authorised Users;
- (n) attempt to obtain, or assist third parties in obtaining, access to the sea.dev Services and/or Documentation, other than as provided under this clause 2; or
- (o) introduce or permit the introduction of any Virus or Vulnerability into the sea.dev Services or sea.dev's network and information systems.

2.5 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

2. sea.dev Services

2.1 sea.dev shall, during the Subscription Term, provide the sea.dev Services and make available the Documentation to the Customer on and subject to these Terms.

2.2 sea.dev shall use commercially reasonable endeavours to make the sea.dev Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 9.00 pm to 2.00 am UK time; and

- (b) unscheduled maintenance performed outside Normal Business Hours, provided that sea.dev has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

including the internet, and the Customer acknowledges that the sea.dev Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3. sea.dev's obligations

3.1 sea.dev shall perform the sea.dev Services substantially in accordance with the Documentation and with reasonable skill and care.

3.2 sea.dev's obligations at clause 3.1 shall not apply to the extent of any non-conformance which is caused by use of the sea.dev Services contrary to sea.dev's instructions, or modification or alteration of the sea.dev Services by any party other than sea.dev or sea.dev's duly authorised contractors or agents. If the sea.dev Services do not conform with the terms of clause 3.1, sea.dev will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 3.1.

3.3 sea.dev:

- (a) does not warrant that:
 - (i) the Customer's use of the sea.dev Services will be uninterrupted or error-free; or
 - (ii) that the sea.dev Services, Documentation and/or the information obtained by the Customer through the sea.dev Services will meet the Customer's requirements or that the Results will be accurate; or
 - (iii) the sea.dev Technology or the sea.dev Services will be free from Vulnerabilities or Viruses; or
 - (iv) the sea.dev Technology, Documentation or sea.dev Services will comply with any Heightened Cybersecurity Requirements.
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities,

3.4 This Agreement shall not prevent sea.dev from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

3.5 sea.dev warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

3.6 sea.dev shall on a regular basis, and in any event no less than every 3 months, back up any Customer Data provided by the Customer. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against sea.dev shall be for sea.dev to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by sea.dev. sea.dev shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by sea.dev to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

4. Customer's obligations

4.1 The Customer shall:

- (a) provide sea.dev with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by sea.dev;in order to provide the sea.dev Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with

respect to its activities under this Agreement;

- (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, sea.dev may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the sea.dev Services and the Documentation in accordance with these Terms and shall be responsible for any Authorised User's breach of this Agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for sea.dev, its contractors and agents to perform their obligations under this Agreement, including without limitation the sea.dev Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by sea.dev from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to sea.dev's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

5. Charges and payment

- 5.1 The Customer shall pay the Subscription Fees to sea.dev in accordance with this clause 5 and as set out in the Order Form.
- 5.2 The Customer shall on the Effective Date provide to sea.dev valid, up-to-date and complete credit card details acceptable to sea.dev and any other relevant valid, up-to-date and complete contact and

billing details and the Customer hereby authorises sea.dev to bill such credit card:

- (a) on the Effective Date for the Subscription Fees payable in respect of the Initial Access Period; and
- (b) subject to clause 11.1, on each annual anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period.

5.3

If sea.dev has not received payment by the due date, and without prejudice to any other rights and remedies of sea.dev:

- (a) sea.dev may, on no less than 5 Business Days' notice to the Customer and without liability to the Customer, disable the Customer's login, account and access to all or part of the sea.dev Services and sea.dev shall be under no obligation to provide any or all of the sea.dev Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Barclays Bank plc from time to time, accruing on a daily basis and being compounded quarterly, commencing on the due date and continuing until fully paid, whether before or after judgment, with interest on all overdue interest accruing at the same rate and calculated and payable in the same manner.

5.4

All amounts and fees stated or referred to in this Agreement:

- (a) shall be payable in pounds sterling;
- (b) are, subject to clause 10.3(b), non-cancellable and non-refundable;
- (c) are inclusive of value added tax.

5.5

sea.dev shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 90 days' prior notice to the Customer and the Order Form shall be deemed to have been amended accordingly.

6. Proprietary rights

- 6.1 The Customer acknowledges and agrees that sea.dev and/or its licensors own all intellectual property rights in the sea.dev Property and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the sea.dev Property or the Documentation.
- 6.2 sea.dev confirms that it has all the rights in relation to the sea.dev Property and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.
- 6.3 Customer hereby assigns to sea.dev, with full title guarantee, all rights, title and interest, including Intellectual Property Rights, in and to any Feedback it, or its Authorised User, provide. Customer warrants, represents and undertakes that it has entered into or will enter into, as applicable, in respect of each User, an enforceable agreement pursuant to which the User (a) has assigned, or assigns and agrees to assign, as applicable, to Customer, all rights in and to the Feedback, and (b) has waived or will waive, as applicable, any moral rights in or to any Feedback to which such individual is now or may be at any future time entitled under Chapter IV of Part I the Copyright Designs and Patents Act 1988 of the United Kingdom or any other author's rights of a similar kind conferred by the law of any other jurisdiction, or (c) to the extent that any User referred to in (b) is unable to waive any such moral rights, Customer warrants, represents and undertakes that it has procured or shall procure, as applicable, that such User irrevocably and unconditionally (i) consents to any action of sea.dev that would violate such moral rights in the absence of such waiver, and (ii) agrees that it does not and will not assert any such moral rights.
- 6.4 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

- 6.5 Customer hereby grants to sea.dev a non-exclusive, worldwide, royalty-free licence to use the Customer Data for the purposes described in and anticipated by this Agreement and for sea.dev to provide the sea.dev Services described in this Agreement. Customer warrants and represents on an ongoing basis, and undertakes, that throughout the Subscription Term it shall have, the necessary rights, power, consents and authority to transmit Customer Data to sea.dev under, and in the fashion described in this Agreement and to grant sea.dev such licence to use Customer Data.

7. Data protection

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and the obligations set out in the Data Processing Agreement. This clause 7 and the Data Processing Agreement is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

8. Confidentiality

- 8.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 8.2. The Customer's confidential information shall include its Customer Data.
- 8.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 8.4 The above provisions of this clause 8 shall continue to apply after termination or expiry of this Agreement.
- 9. Indemnity**
- 9.1 The Customer shall defend, indemnify and hold harmless sea.dev against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the sea.dev Services and/or Documentation, provided that: (a) the Customer is given prompt notice of any such claim; (b) sea.dev provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (c) the Customer is given sole authority to defend or settle the claim.
- 10. Limitation of liability**
- 10.1 Except as expressly and specifically provided in this Agreement:
- (a) the Customer assumes sole responsibility for the Results obtained from the use of the sea.dev Services, Documentation by the Customer, and for conclusions drawn from such use. sea.dev shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to sea.dev by the Customer in connection with the sea.dev Services, or any actions taken by sea.dev at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- (c) the sea.dev Services and the Documentation are provided to the Customer on an "as is" basis.
- 10.2 Nothing in this Agreement excludes the liability of sea.dev:
- (a) for death or personal injury caused by sea.dev's negligence; or
- (b) for fraud or fraudulent misrepresentation.
- 10.3 Subject to clauses 10.1 and 10.2:
- (a) sea.dev shall have no liability for any: (i) loss of profits; (ii) loss of business; (iii) wasted expenditure; (iv) depletion of goodwill and/or similar losses; (v) loss or corruption of data or information; or (vi) any special, indirect or consequential loss, costs, damages, charges or expenses; and
- (b) sea.dev's total aggregate liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the greater of £10,000 and one hundred per cent (100%) of the total Subscription Fees paid in the contract year in which the breaches occurred. If breaches committed in more than one contract year give rise to a single claim or a series of connected claims, sea.dev's total liability for those claims shall not exceed the single highest annual cap for those contract years. A contract year means a 12 month period commencing on the Effective Date or any anniversary of it.
- 10.4 References to liability in this clause 10 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.5 Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of sea.dev's Intellectual Property Rights.

11. Term and termination

11.1 Save as set out in clause 12.1, and unless otherwise terminated as provided in this clause 11, this Agreement shall commence on the Effective Date and shall continue for the Initial Access Period and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Access Period or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Access Period or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Access Period together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

11.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

11.3 Without affecting any other right or remedy available to it sea.dev may terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment.

11.4 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the sea.dev Services and/or the Documentation;
- (b) sea.dev may destroy or otherwise dispose of any of the Customer Data in its possession unless sea.dev receives, no

later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. sea.dev shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by sea.dev in returning or disposing of Customer Data; and

- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

12. General

12.1 **Force majeure.** Neither party shall be in breach of this Agreement or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this Agreement by giving not less than 30 days' written notice to the affected party.

12.2 **Variation.** No variation of this Agreement shall be effective unless it is in writing and accepted by the parties (or their authorised representatives).

- 12.3 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 12.4 **Rights and remedies.** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 12.5 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause 12.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.6 **Entire agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 12.7 **Assignment.** The Customer shall not, without the prior written consent of sea.dev, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement. sea.dev may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement, provided that it gives prior written notice of such dealing to the Customer.
- 12.8 **No partnership or agency.** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 12.9 **Third party rights.** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 12.10 **Notices.** Any notice given to a party under or in connection with this Agreement shall be in writing and shall be sent by email to the address set out in the Order Form. Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 12.11 **Governing law.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 12.12 **Jurisdiction.** Each party irrevocably agrees 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 its subject matter or formation (including non-contractual disputes or claims).

13. Definitions and Interpretation

13.1 In addition to the terms defined in the Order Form, the following definitions in this clause 13 apply in this Agreement.

Access Protocols: means the user log-in credentials, together with the network link required to enable Authorised Users to set their login, necessary to access the sea.dev Technology.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the sea.dev Services and the Documentation by virtue of being issued with the Access Protocols.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 8.1.

Customer Data: the data, including Personal Data, inputted by the Customer, Authorised Users, or sea.dev on the Customer's behalf for the purpose of using the sea.dev Services or facilitating the Customer's use of the sea.dev Services.

Data Processing Agreement: means the agreement between the parties which can be found at [LINK].

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Documentation: the manuals, product literature, instructions, schematics, and drawings prepared or published by sea.dev and provided with the sea.dev Technology that describe or relate to the

sea.dev Technology and its installation, use, operation, features, functionality, capabilities and maintenance.

Effective Date: has the meaning given to it in clause 1.3.

Feedback: information provided by the Customer or any Authorised User to sea.dev regarding the sea.dev Technology, including without limitation, any flaws, error, bugs, anomalies, problems with and/or suggestions or improvements relating to the sea.dev Services and its development

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies. Whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Initial Access Period: An initial term of 12 months starting on the Effective Date.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Order Form: means the order placed by the Customer for the sea.dev Services and Documentation.

Renewal Period: the period described in 13.1.

Results: the algorithmically generated content created by the sea.dev Technology.

sea.dev Data: any data, media, information or other content that is accessible via the sea.dev Technology or that is inputted by, on or behalf of, sea.dev (excluding any Customer Data).

sea.dev Property: means the sea.dev Technology, sea.dev Services, sea.dev Data and any Feedback.

sea.dev Services: the services provided under this Agreement, including access to the sea.dev Technology (to the extent determined by sea.dev in its sole discretion), and any modified, updated or enhanced versions of such services that sea.dev may provide to the Customer pursuant to this Agreement.

sea.dev Technology: means sea.dev's proprietary software, tools and other technology, together with any and all associated processes, materials and business methods relating thereto, including, in each case any and all (a) updates and upgrades thereto; (b) modifications of, developments to and derivative works thereof; (c) documentation relating thereto (including the Documentation); and (c) any benchmarking, analytics or technical data relating to the performance or operation of any of the foregoing.

Subscription Fees: the subscription fees payable by the Customer to sea.dev for access to the sea.dev Services and Documents, as set out in the Order Form.

Subscription Term: has the meaning given in 13.1 (being the Initial Access Period together with any subsequent Renewal Periods).

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.