



**Sales Terms and Conditions &
End User Licensing Agreement 2025**

Threpoly "Sales Terms and Conditions" and "End User Licensing Agreement" version 1.2

Last Updated: 16th October 2025

These Terms and Conditions (hereafter also referred to as "the Terms", "Software Licensing Agreement" or "License") govern the contractual relationships between Threpoy Limited, a company with registered office in 167-169 Great Portland Street, 5th Floor, London, W1W 5PF, United Kingdom. Registered in England and Wales under Company Number 15787809 (hereinafter "Threpoly" or "Licensor"), and the customer (hereinafter "Customer" or "Licensee")

Threpoly and Licensee hereinafter individually Referred to as the "Party", and, together, as the "Parties".

They also govern the use of our Software as a Service (SaaS) and any optional on-premises components (agents also known as probes) that perform monitoring of FTP (File Transfer Protocol), SFTP (Secure File Transfer Protocol), FTPS (File Transfer Protocol Secure), and AS2 (Applicability Statement 2) ("Service").

Read this Software Licensing Agreement before using the Service or installing any on prem components to which this Software Licensing Agreement applies. By accepting this Software Licensing Agreement, completing the registration process, and/or installing any components or using the Service, the Licensee agrees on behalf of themselves and their company (if applicable) to the terms below. The Licensee further agrees that their employees / any person authorised to use the service will also be bound by the terms and conditions of this Software Licensing Agreement.

Important: this is a subscription licence, not a sale. This Software as a Service is licensed to the Licensee. The Licensee is granted a limited, personal, worldwide, non-assignable, non-sublicensable, non-transferable, and non-exclusive licence to use the Software.

DEFINITIONS:

The following terms shall have the following meanings in this Software Licensing Agreement:

"Confidential Information" shall mean any confidential information embodied in the Service which shall be treated as specified under Article 6.

"Contractual Documentation" shall mean this Licence together with the Offer provided by Threpoly and the Order Form / Purchase Order issued by the Licensee.

"Date of Effect" shall mean the date of execution of this Licence.

"Designated Location" shall mean the place identified by Licensee under the Offer, where Licensee shall use the Service.

"Term" shall mean the time set in the Offer during which the Licence shall be valid and any related service provided.

"Licence" or "Software Licensing Agreement" shall mean this agreement by and between Threpoly and Licensee.

"Licence Fee" shall mean any fee, charge, price agreed in the Offer for granting to Licensee the usage of the Service.

"Offer" shall mean a written or electronic Offer issued by the Licensor for the Service subscribed. Such Offer is to be considered part of this Licence.

"Technical Support" shall mean the Technical Support activity provided by Threpoly.

"Updates" shall mean any correction, modification and improvement provided by Threpoly as a part of Technical Support.

"User Documentation" shall mean any user manuals and instructions provided with the Service.

1. Acceptance of Terms

1.1 - By accessing or using the Service, the Licensee represents that they have read, understood, and agree to be bound by these Terms and our Privacy Policy. If the Licensee is using the Service on behalf of an organisation, they represent that you have the authority to bind the organisation to these Terms.

1.2 - Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

1.3 - These terms will be binding on the Parties from the Date of Effect and throughout the Term. Unless changed in accordance with Section 18.

2. Service description

2.1 - Subject to the terms and conditions of this Agreement and payment of the Service Fees, the Licensee subscribes to and we agree to provide you with the Service as set forth on the Quotation forming the basis of an order placed by you and accepted by us ("Order Form / Purchase Order / Purchase via our Website").

2.2 - The Service enables the Licensee to monitor aspects of availability and security in FTP, SFTP, FTPS, and AS2 through a cloud-based platform and optional on-premises agents / probes, including but not limited to:

- a. Monitoring server uptime and performance.
- b. Querying server(s) for security indicators.
- c. Tracking changes in performance and security posture over time.
- d. Sending automated and manually configured alerts via a number of methods with regard to performance and security changes.
- e. Generating ad-hoc and scheduled reports which detail aspects of the performance and security metrics collected from the Licensees server(s).

2.3 - The geographical location from which the Licensees service will be provided will be determined either by:

- a. A region or regions the Licensees chooses, subject to purchase and acceptance of Threpol.
- b. A region or regions which we deem to be most appropriate when compared with the Designated Location of the Licensee.

3. Usage rights

3.1 - Subject to this Agreement and its terms and conditions, Threpol grants to the Licensee the right to use on a non-exclusive, non-sublicensable, and non-transferable basis the Service, for the Term and usage in the Designated Location, as agreed within the Offer. Therefore, user rights granted to the Customer are limited to the type and manner of use indicated in the Offer, which sets as well the Customer authorised Service level/capacity (i.e., number of monitored servers, etc.).

3.2 - The Customer may use the Service exclusively for internal use and for its own business activities.

3.3 - The Customer shall not entrust, nor allow to others to entrust, the use of the Service to third parties.

3.4 - The Customer shall not sell, grant under licence or sub-license, publish, distribute, rent, lease, or otherwise transfer the Service or use, show, or otherwise make use of the Service in the activity of providing a service or for the benefit of third parties, even if free of charge.

3.6 - Threpol may prescribe usage limits based on the subscription plan chosen by the Licensee. The Licensee must make sure that their usage is within the usage limits prescribed by Threpol in order to avail uninterrupted service.

3.7 - The Licensee understands that Threpol may restrict an activity or charge reasonable overage charges if usage limits corresponding to such activity are reached or exceeded.

4. Account Registration

4.1 - The Licensee may subscribe to the Service by completing the registration process on the Threpoly website or via Purchase Order.

The Licensee agrees to:

- a. Provide true, accurate, current, and complete information during the registration process.
- b. Maintain and promptly update your account information to keep it true, accurate, current, and complete.
- c. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if Threpoly has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Threpoly has the right to terminate your Account, retain any collected Licence Fees and refuse current or future use the Service.

5. Fees, Payments, Invoicing, and Communications

5.1 - The Service is provided on a subscription basis. The Customer agrees to pay all applicable Licence Fees as described on our website, on our invoice, in the manner specified in the Order.

5.2 - The Term will be set as a term of 12 Months from the Date of Effect.

5.3 - The Licence Fee will be:

- a. Invoiced to the Customer as a full 12 Months, to the terms of the Offer.
- b. Deducted by Direct Debit or payment via Credit Card Monthly for the following Months usage.

5.4 - At the end of a Term, the Service will automatically renew with a new 12-Month Term unless cancellation is made 30-days prior to the next payment date.

5.5 - Threpoly reserves the right to change the Licence Fee for the Service at any time. Any changes will be effective upon the next Term.

5.6 - All fees are non-refundable unless otherwise stated.

5.7 - All fees are due within 30 days of invoice date, in the currency specified in the Invoice.

5.8 - The Customer is responsible for any bank or currency exchange fees levied on payments.

5.9 - All amounts payable are advertised exclusive of VAT. The Customer agrees to pay sums equal to all the amounts relating to value added tax, tax on sales, use, inland duty, property or other similar taxes, withholding tax (if applicable in your jurisdiction), foreign export duties or other similar taxes, levies and charges, penalties or interest that may be

imposed by any tax authority in connection with the use of the Service (other than income tax attributable to our income in the UK).

5.10 - If any payment due from the Customer under this Agreement becomes past due, we may charge you a late payment charge equal to the lower of:

- a. Two percent per month, compounded monthly,
- b. The maximum rate permitted under applicable law on the past due balance.

5.11 - Pursuant to 5.10, the Customer will reimburse us for all of reasonable costs and expenses incident to the collection of overdue amounts hereunder, including but not limited to reasonable attorneys' fees.

5.12 - The Service may include certain communications from Threpoly, such as service announcements, administrative messages, and newsletters. The Customer understands that these communications shall be considered part of using the Services and that you will not be able to opt out of receiving them.

6. Customer Responsibilities

6.1 The Customer will designate a primary contact person who is responsible for administering your account, including such person's name, position, phone, email, and postal address.

6.2 - The Customer shall at its own cost:

- a. Be responsible for all activities that occur under your account.
- b. Ensure that use of the Service complies with all applicable laws, regulations, and these Terms.
- c. Ensure that it is not using the Service for any illegal or unauthorised purpose.
- d. Cover all Internet, communication and other costs associated with use of the Service.
- e. Be responsible for implementing reasonable security and environmental precautions in your facilities and your hardware and software infrastructure.
- f. Report to Threpoly all errors in the Service promptly by opening an online support case.
- g. Maintain the confidentiality of your Authorised Users' password and accounts. Threpoly accepts no liability for any loss that you may incur as a result of someone else using your Authorised Users' password or account, either with or without your knowledge.
- h. Notify Threpoly of any detected unauthorised use of your account or of any other breach of security.
- i. Provide access to the Customer's premises and facilities where reasonably required and where agreed by both of the parties in advance.

7. Licence Restrictions

7.1 - The Customer is granted use of the Service in accordance with clause 3.1 and these terms, with the exception of:

- a. Modify, copy, or create derivative works based on the Service.
- b. Reverse engineer, decompile, disassemble, or apply any process, technique or procedure or make any attempt to extract the source code of the Service, including on-premises agents / probes.
- c. Attempt to modify or use the Service in a way which may introduce malware, spyware, viruses or other malicious code into the Service.
- d. Use the Service to build a competitive product or service.

Any of such activities shall terminate this agreement, entitle Threpoly to seek compensation for damages and permit Threpoly to take any necessary legal action against the Licensee.

8. Intellectual Property

8.1 - The Service constitutes and/or incorporates intellectual property, trademarks, knowhow, industrial secrets, and confidential information (hereinafter "Confidential Information") owned by Threpoly.

8.2 - Threpoly possesses and shall retain every right, ownership or interest in the Service, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, logos, audiovisual effects, themes, characters, settings, artwork and moral rights, whether registered or not, and all applications thereof and in the Confidential Information.

8.3 - The Customer does not obtain any other right over or the Service other than the right to use it, in accordance with the terms of this Agreement. Nothing in this Agreement may be interpreted as attributing any ownership or property rights to the Customer.

8.4 - The Customer undertakes to keep the Confidential Information private and not to disclose it, nor to make it or any partial or total copy of it available or accessible, nor to allow its employees, agents or advisers to make it or any partial or total copy of it available or accessible to third parties, in any way.

8.5 - Violation of any clauses in section 8 of this Agreement by the Licensee shall result in the immediate termination of this Agreement and of the Service.

9. Data Confidentiality, Privacy and Security

9.1 - Threpoly agrees to maintain the confidentiality of the contents and data relating to the activity of the Customer that are made available to Threpoly for the purposes of this Licence and that the Customer specifies in writing as confidential.

9.2 - Threpoly shall make all reasonable efforts from a commercial point of view to limit knowledge of said contents and data to its employees who require such knowledge and use in the course of and for the normal purpose of their employment in Threpoly.

9.3 - The Customer retains ownership of all and any data he/she uploads to the Service. The Customer grants Threpoly to use, copy, and display his/her data solely to the extent necessary to provide the Service.

9.4 - Personal information you provide to Threpoly through the Service is governed by Threpoly Privacy Policy and applicable laws related to personal information. The Customers election to use the Service indicates acceptance of the terms of the Threpoly Privacy Policy.

9.5 - The Customer is responsible for maintaining the confidentiality of your Account information and other sensitive information.

9.6 - Threpoly is in no way responsible for any loss or damage to you or to any third party incurred as a result of any unauthorised access and/or use of your Account, or otherwise, where the Customer is in breach of clause 9.5.

9.7 - Threpoly will use commercially reasonable efforts, consistent with generally accepted industry good practices, to maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of User Data.

9.8 - All User Data is stored in encrypted form. all User Data remains in encrypted form while being transferred using the Service, and neither we nor our Infrastructure Provider has access to User Data in unencrypted form.

10. Installation and Use of On-Premises Agents / Probes

10.1 - The Customer is responsible for the installation, configuration, and maintenance of any agents or probes deployed on his/her infrastructure.

10.2 - Threpoly may provide support for the installation and configuration of on-premises agents or probes as described in our Terms of Service.

10.3 - The Customer agrees to use the on-premises agents or probes in compliance with all applicable laws and regulations.

11. Service Availability and Technical Support

11.1 - Service Available and Technical Support are covered in our Service Agreement.

12. Updates and Changes to the Service

12.1 - We may update the Service, including the cloud-based and on-premises components, from time to time. These updates may improve, enhance, or modify the functionality of the Service.

12.2 - Further information about updates and changes to the service are covered in our Service Agreement.

13. Termination

13.1 - The Customer may terminate use of the Service in writing at any time, in accordance with clause 5.4.

13.2 - Threpoly may suspend the provision of the Service, or terminate this Agreement at any time by giving notice in writing to the Customer if:

- a. The Customer commits a breach of this Agreement and such breach is not remediable.
- b. The Customer commits a material breach of this Agreement which is not remedied within 20 Business Days of receiving written notice of such breach.
- c. The Customer has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 14 Business Days after the other party has received notification that the payment is overdue; or
- d. Any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.

13.3 - Threpoly may suspend the provision of the Service, or terminate this Agreement at any time without prior notice to the Customer if that other party:

- a. Stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so.
- b. Is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case.
- c. Becomes subject to a moratorium under Part A1 of the Insolvency Act 1986.
- d. Becomes the subject of a company voluntary arrangement under the Insolvency Act 1986.
- e. Becomes subject to a restructuring plan under Part 26A of the Companies Act 2006.
- f. Becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006.

- g. Has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income.
- h. Has a resolution passed for its winding up.
- i. Has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it.
- j. Is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven calendar days of that procedure being commenced.
- k. Has a freezing order made against it.
- l. Is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items.
- m. Is subject to any events or circumstances analogous to those in clauses 13.3(a) to 13.3(m) in any jurisdiction; or
- n. Takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 13.3(a) to 13.3(m) including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

13.3 - Threpoly may terminate this Agreement at any time by giving not 30-days notice in writing to the other party if the other party undergoes a change of Control.

13.4 - The right of Threpoly to terminate the Agreement pursuant to clause 13.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.

13.5 - If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle Threpoly to terminate this Agreement under this clause 13, it shall immediately notify the Supplier in writing.

13.6 - Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.

13.7 - On termination of this Licence, the Customer shall, within 7 days, uninstall all the on prem components (if any) and shall furthermore guarantee in writing that all the copies or partial copies have been returned to Threpoly or destroyed.

13.8 - Threpoly will maintain customer data for a period of up to 90-days post termination in the event that the service is restored, at the request of the Customer and if Threpoly deems the reason for termination to have been resolved.

13.9 - With respect to clause 13.4, customer data which has been deleted is removed securely and cannot be restored beyond this time.

14. Limitation of Liability

14.1 - To the maximum extent permitted by applicable law, in no event will we be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, business interruption, computer failure or any loss of data, use, goodwill, or other intangible losses, resulting from:

- a. Your use or inability to use the Service, including any on-premises agents or probes.
- b. Any unauthorised access to or use of our servers and/or any personal information stored therein.
- c. Any misuse of the service by the Customer.

15. Warranties

15.1 - You expressly understand and agree that the use of the service is at your sole risk. The service is provided on an as-is-and-as-available basis. Threpoly expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

15.2 - Use of the service will be at your own discretion and risk and you will be solely responsible for any damage to your computer system, mobile telephone, wireless device, or data that results from the use of the services. No advice or information, whether written or oral, obtained by you from Threpoly, its employees or representatives shall create any warranty not expressly stated in these terms of service.

5.1 - Threpoly warrants that:

- a. Threpoly has the right, power and authority to enter into this Agreement, to grant to the Customer the rights contemplated in this Agreement and to supply the Service.
- b. The Services and the Deliverables do not and shall not infringe the Intellectual Property Rights of any third party.
- c. Threpoly does not warrant or represent that the Software or the Services will be free from errors or interruptions.
- d. The warranties and representations in this clause are subject to the Customer giving notice to Threpoly as soon as it is reasonably able to upon becoming aware of the breach of warranty or representation. When notifying Threpoly of a breach the Customer shall use all reasonable endeavours to provide Threpoly with such documented information, details and assistance as the Supplier may reasonably request.

5.2 - The Customer warrants to Threpoly that:

- a. The Customer has the right, power and authority to enter into this agreement and to grant to Threpoly the rights described in it to receive the Service.

- b. Any Customer Materials do not and shall not infringe the Intellectual Property Rights of any third party if used in accordance with this Agreement.
- c. Where the Service includes On-Premise Software and Customer Hosted Software, the Customer has in place appropriate virus protection and information security measures to protect its own systems and the data in its possession and control.
- d. Where the Service includes any Third Party Software, the Customer shall enter into and comply with any necessary third party end-user licence agreements.

5.3 - Further to clause 5.2 above, the Customer shall indemnify Threpoly against all costs, damages, expenses and losses arising as a consequence of any breach of the warranties contained in clause 5.2 above.

16. General provisions

16.1 - Threpoly shall not be liable for any failure to perform its obligations under this Agreement to the extent that Threpoly is prevented from performing its obligations under this Agreement as a result of a failure by the Customer to perform any Customer Responsibilities or the Customer's non-compliance with clause 5.1(d) above, or an event of Force Majeure.

16.2 - This Licence constitutes the entire contract between Threpoly and the Customer and replaces all other agreements, proposals, purchase orders or demonstrations of intent, whether written or verbal, relating to the matter that is the subject of this Licence.

16.3 - No alteration or modification of this Licence will be valid unless it is made in writing and signed by both Parties.

16.4 - The Customer shall not transfer any of his rights and obligations deriving from this Licence, unless previously and expressly authorised in writing by Threpoly.

16.5 - Neither of the Parties shall be responsible for delays in performance of the obligations under this Licence due to force majeure.

16.6 - If any provision of this Licence is considered illegal or ineffective, said provision shall be eliminated and the rest of the agreement will remain fully in force and effective. A waiver will be effective only if made in writing and signed by an authorised representative of both Parties. The waiver of a right or the choice of any remedy in a request shall not involve any right or remedy in other requests.

16.7 - All communications according to this Licence shall be sent to the electronic address of the recipient Party in this Licence, unless otherwise established in writing.

16.8 - All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.9 - This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.10 - The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

16.11 - The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

16.12 - Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that party. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than [3] months, either party may terminate this Agreement by written notice to the other party.

17. Indemnification

16.1 - The Customer agree to indemnify, defend, and hold harmless Threpoly and its officers, directors, employees, suppliers, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with:

- a. Access to or use of the Service, including any on-premises agents or probes.
- b. Violation of these Terms.
- c. Violation of any third-party rights, including any intellectual property rights.
- d. Violation of any law.
- e. Any other claim related to your use of the Service..

18. Limitations of Liability

18.1 - The extent of Threpoly's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 18.

18.2 - Subject to clauses 18.6, Threpoly's total liability shall not exceed a sum equivalent to the price paid for the particular element of the Service that gave rise to the liability.

18.3 - Subject to clauses 18.6, neither party shall be liable for consequential, indirect or special losses.

18.4 - Subject to clauses 18.6, neither party shall be liable for any of the following (whether direct or indirect):

- a. Loss of profit.
- b. Loss or corruption of data.
- c. Loss of use.
- d. Loss of production.
- e. Loss of contract.
- f. Loss of opportunity.
- g. Loss of savings, discount or rebate (whether actual or anticipated).
- h. Loss arising from the acts or omissions of third parties.
- i. Harm to reputation or loss of goodwill.

18.5 - Except as expressly stated in this Agreement, and subject to clause 18.6, all warranties and conditions whether expressly or implied by statute, common law or otherwise are excluded to the extent permitted by law.

18.6 - Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

- a. Death or personal injury caused by negligence.
- b. Fraud or fraudulent misrepresentation.
- c. Any other losses which cannot be excluded or limited by applicable law.

19. Changes to Terms

19.1 - Threpoly reserves the right to modify these Terms.

19.2 - Any material changes to these Terms will be notified by email to the address associated with your account or by posting a notice on our website.

19.2 - Continued use of the Service after the effective date of the revised Terms constitutes acceptance of the revised Terms. If you do not accept the changes, you must stop using the Service and cancel your account by contacting Threpoly.

20. Contact Information

If you have any questions about these Terms, please contact Threpoly at:

info@threpoly.com

By using our Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.