

# DATA SAFE SOLUTIONS

## STANDARD END USER LICENCE AGREEMENT

*Smart Wipe Engine - DSS Data Destruction Engine for Block Storage*

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### Overview

This End User Licence Agreement governs access to and use of the Smart Wipe Engine and associated DSS data destruction platform. It is a standard form licence and applies to each Customer, operator and authorised user that accesses or uses the Platform, unless varied by a separate written agreement signed by Data Safe Solutions Ltd.

The Smart Wipe Engine is a patent-published software platform that automatically determines, executes and verifies data destruction on block storage devices without manual method selection by the operator.

The Platform operates as a controlled execution environment and records the final data state of each Asset.

Unlike traditional approaches which rely on confirmation that a process has been performed, the Platform is designed to verify the Data Destruction Outcome of each Asset.

### Platform Model

The Platform facilitates and controls data destruction activities performed by or on behalf of the Customer.

The Customer is responsible for the physical handling, storage, identification and presentation of Assets.

The Platform is responsible for the execution, verification and recording of each Execution Event.

### Outcome-Based Model

Under this EULA, the primary deliverable is the Data Destruction Outcome.

A Data Destruction Outcome is achieved only where the Platform records an Execution Event as successfully completed following execution and verification.

Where a Successful Execution Event is recorded, the Platform provides a device specific Certificate confirming that data has been destroyed and is irrecoverable.

Where a Successful Execution Event is not recorded, no such confirmation is given, no Certificate is issued and no charge is payable for that Failed Execution Event.

This EULA reflects that distinction.

### 1. Definitions

**Agreement or EULA:** this standard End User Licence Agreement.

**Asset:** any data bearing device, whether standalone storage media or part of a host device.

**Authorised User:** any employee, contractor or representative authorised by the Customer to access or use the Platform.

**Certificate:** the document generated by the Platform confirming the outcome of a Successful Execution Event.

**Customer:** the organisation, operator, reseller, managed service provider, ITAD provider, public body, business or other person accessing or using the Platform under this EULA.

**Data Destruction Outcome:** the final data state of an Asset in which data cannot be accessed, retrieved, reconstructed or otherwise recovered using currently known data recovery techniques and tools.

**Data Protection Legislation:** the UK GDPR, Data Protection Act 2018, Privacy and Electronic Communications Regulations 2003 and any applicable replacement or successor legislation.

**Evidential Record:** the system generated record of an Execution Event, including asset data, execution parameters, verification results and outcome status.

**Execution Event:** a process initiated and controlled by the Platform in respect of an Asset for the purpose of performing data destruction.

**Failed Execution Event:** an Execution Event not recorded by the Platform as successfully completed.

**Order Form:** any order, pricing schedule, subscription confirmation or commercial document under which the Customer is granted access to the Platform.

**Platform:** the software system and associated technology provided by the Supplier which determines, initiates, executes and verifies data destruction processes.

**Smart Wipe Engine:** the patent-published automated component of the Platform that selects, applies and verifies the correct destruction method for each Asset without manual method selection by the operator.

**Successful Execution Event:** an Execution Event recorded by the Platform as successfully completed following execution and verification.

**Supplier, DSS, we or us:** Data Safe Solutions Ltd, company registration number 12245066.

**Verification:** automated processes performed by the Platform to confirm the Data Destruction Outcome.

## 2. Acceptance and Scope

2.1 By accessing, installing, enabling, operating or using the Platform, the Customer agrees to be bound by this EULA.

2.2 This EULA applies as a standard licence to all use of the Platform unless amended by a written agreement signed by the Supplier.

2.3 If there is a conflict between this EULA and an Order Form, the Order Form shall apply only to the extent of the conflict and only for the specific commercial terms stated in that Order Form.

2.4 This EULA does not appoint the Supplier to provide manual IT asset disposal, collection, logistics, storage, resale, brokerage, repair, refurbishment or physical destruction services unless separately agreed in writing.

## 3. Licence Grant and Use

3.1 Subject to payment of applicable charges and compliance with this EULA, the Supplier grants the Customer a limited, non-exclusive, non-transferable, revocable right to access and use the Platform for its internal business operations or authorised ITAD, managed service, disposal or data destruction activities.

3.2 The Customer may permit Authorised Users to use the Platform, provided the Customer remains responsible for all acts and omissions of Authorised Users.

3.3 The Customer shall not copy, reverse engineer, decompile, disassemble, replicate, modify, adapt, benchmark for competitive purposes, resell, sublicense, circumvent, interfere with or misuse the Platform except as expressly permitted by law.

3.4 No ownership rights in the Platform, Smart Wipe Engine, software, certificates, formats, methodologies, workflows, automation logic, verification logic, intellectual property or associated technology are transferred to the Customer.

## 4. Platform Model

4.1 The Supplier provides the Platform to facilitate, control, execute and verify data destruction.

4.2 The Platform determines and manages each Execution Event without manual method selection by the operator.

4.3 The Customer is responsible for physical handling, storage, environmental conditions, chain of custody, identification and presentation of Assets.

4.4 The Supplier does not provide manual destruction services under this EULA.

4.5 The Customer shall ensure that Assets are presented in a manner that allows the Platform to access and process them.

## 5. Data Destruction Outcome Warranty

5.1 For each Successful Execution Event, the Supplier warrants that the Platform has verified and recorded that the final data state of the relevant Asset is irrecoverable, meaning that all data on the Asset cannot be accessed, recovered or reconstructed using currently known data recovery techniques and tools.

5.2 This outcome is determined by the Platform's automated execution and verification processes.

5.3 The warranty in clause 5.1 applies only to Successful Execution Events.

5.4 No warranty applies to Failed Execution Events.

5.5 No representation, warranty or confirmation of irrecoverability is given unless the Platform records a Successful Execution Event and issues a Certificate.

## **6. Liability for Platform Outcome**

6.1 The Supplier shall be liable where the Platform records an Execution Event as successfully completed but the outcome described in clause 5.1 has not been achieved.

6.2 The Supplier shall have no liability where:

- (a) the Platform has not recorded the Execution Event as successfully completed;
- (b) the Customer has failed to comply with this EULA;
- (c) the Asset has been altered, damaged, replaced, removed, overwritten, interfered with or otherwise affected following completion;
- (d) the Asset presented was not the Asset identified in the relevant Certificate or Evidential Record;
- (e) the failure arises from Customer equipment, third party systems, environmental conditions, network conditions or physical handling outside the Platform's control; or
- (f) the claim relates to a Failed Execution Event.

## **7. Verification, Certificates and Evidence**

7.1 The Platform performs Verification as part of each Execution Event.

7.2 The Platform generates an Evidential Record for each Execution Event where technically possible and generates a Certificate for each Successful Execution Event.

7.3 A Certificate is issued only for a Successful Execution Event.

7.4 No Certificate is issued for a Failed Execution Event.

7.5 The Certificate and associated Evidential Record are the authoritative Platform records of the relevant Execution Event and outcome.

7.6 Certificates and Evidential Records are designed to support audit, accountability and compliance requirements under applicable Data Protection Legislation.

## **8. Execution Requirements**

8.1 The Customer shall ensure that all Assets are:

- (a) correctly identified and presented, whether as standalone storage media or part of a host device;
- (b) capable of being accessed by the Platform;
- (c) free from external interference during an Execution Event;
- (d) handled, stored and transported in accordance with the Customer's own chain of custody, information security, asset management and disposal procedures; and
- (e) not removed, altered, swapped, damaged or interfered with following completion in any way that may affect the integrity of the Certificate or Evidential Record.

8.2 The Customer shall not interfere with any Execution Event.

8.3 The Supplier may refuse, suspend or prevent processing where Assets, equipment, presentation methods, operator behaviour or environmental conditions may compromise the operation, security or integrity of the Platform.

## **9. Treatment of Failed Execution Events**

9.1 A Failed Execution Event is any Execution Event not recorded by the Platform as successful.

9.2 The Customer shall not treat any Asset subject to a Failed Execution Event as having achieved a Data Destruction Outcome.

9.3 The Customer acknowledges that data on Assets subject to a Failed Execution Event may remain accessible and that alternative destruction methods, including physical destruction where appropriate, must be applied by or on behalf of the Customer.

9.4 Failed Execution Events shall not be chargeable.

9.5 The Supplier shall not issue a Certificate in respect of any Failed Execution Event.

9.6 The Supplier has no liability for Assets subject to Failed Execution Events except where liability cannot be excluded by law.

## **10. Charges and Billing**

10.1 Charges are based on Successful Execution Events, unless expressly varied in an Order Form.

10.2 The Customer shall only be charged where the Platform records a Successful Execution Event and issues a Certificate.

10.3 No charge shall apply to a Failed Execution Event.

10.4 Applicable pricing, invoicing periods, payment terms and taxes shall be set out in the relevant Order Form, pricing schedule or invoice.

10.5 Unless otherwise agreed in writing, invoices are payable within 30 days of the invoice date.

10.6 The Supplier may suspend access to the Platform for non-payment of undisputed overdue charges after giving reasonable notice.

10.7 The Supplier may review and adjust standard charges annually. Any such adjustment shall not exceed CPI unless otherwise agreed or unless the relevant Order Form states otherwise.

## **11. Customer Compliance and Records**

11.1 The Customer is responsible for ensuring that its use of the Platform complies with applicable law, regulatory requirements, client instructions, procurement terms, information security policies and chain of custody obligations.

11.2 The Customer may use Certificates and Evidential Records for audit, assurance, client reporting and compliance purposes.

11.3 The Customer shall not alter, falsify, misrepresent, suppress or misuse any Certificate or Evidential Record.

11.4 The Customer shall promptly notify the Supplier if it becomes aware of any suspected error, discrepancy, misuse, security issue or challenge to the integrity of a Certificate or Evidential Record.

## **12. Regulatory Alignment**

12.1 The Platform is designed to support compliance with Data Protection Legislation in relation to end of life data destruction and evidence of destruction outcome.

12.2 Certificates and Evidential Records support accountability under Articles 5(1)(f), 5(2), 24 and 32 UK GDPR.

12.3 The Platform does not remove the Customer's responsibility to maintain wider governance, procurement, security, asset management, processor oversight, chain of custody and compliance records.

## **13. Performance and Availability**

13.1 The Platform is designed to operate efficiently and at scale.

13.2 Execution times may vary depending on Asset type, condition, firmware, configuration, connectivity, access, host device behaviour and operational environment.

13.3 No execution time, throughput rate, resale value, asset value, commercial saving or client outcome is guaranteed under this EULA unless expressly agreed in writing.

13.4 The Supplier may update, maintain, improve, suspend or modify the Platform where reasonably required for security, performance, legal, operational or development reasons.

## **14. Security**

14.1 The Supplier shall maintain appropriate technical and organisational measures for the Platform, having regard to the nature of the Platform and the risks associated with its use.

14.2 The Customer is responsible for security of its premises, equipment, operators, credentials, access controls, network environment and physical assets.

14.3 The Customer shall ensure that login credentials, access rights and operator permissions are controlled and are not shared, transferred or misused.

## **15. Confidentiality**

15.1 Each party shall keep confidential all non-public technical, commercial, operational, security and business information received from the other party in connection with the Platform.

15.2 The Customer shall not disclose Platform methods, workflows, system behaviour, screenshots, documentation, commercial terms, certificates, evidential formats or technical information to any competitor of the Supplier without the Supplier's prior written consent.

15.3 Confidentiality obligations do not apply to information that is public, already lawfully known, independently developed, or required to be disclosed by law, regulator, court order or public authority.

## **16. Intellectual Property**

16.1 All intellectual property rights in the Platform, Smart Wipe Engine, software, algorithms, automation logic, verification logic, methodology, documentation, certificate formats, evidential record formats, workflows, inventions, patents, know how, trade secrets, trademarks and associated technology remain with the Supplier or its licensors.

16.2 The Customer receives no rights other than the limited right to use the Platform in accordance with this EULA.

16.3 Any feedback, suggestion, improvement request or operational insight provided by the Customer may be used by the Supplier to improve the Platform without obligation to the Customer.

## **17. Liability**

17.1 Liability under clause 6.1 for Platform Outcome is uncapped.

17.2 Subject to clause 17.1 and any liability that cannot be excluded or limited by law, the Supplier's total aggregate liability arising out of or in connection with this EULA shall be capped at 125% of the fees paid or payable by the Customer for use of the Platform in the twelve months preceding the claim.

17.3 The Supplier shall not be liable for indirect, consequential or special losses, loss of profit, loss of revenue, loss of goodwill, loss of anticipated savings, loss of business opportunity, loss of contract, loss of asset resale value, or loss arising from Customer handling, storage, logistics, onward disposal or client management.

17.4 Nothing in this EULA excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any liability that cannot lawfully be excluded or limited.

## **18. Insurance**

18.1 The Supplier shall maintain professional indemnity insurance with a reputable insurer at a level appropriate to the risks associated with the Platform and its obligations under this EULA.

18.2 The Supplier shall, upon reasonable request, provide evidence of such insurance.

18.3 The existence of insurance shall not limit or restrict the Supplier's liability under this EULA.

## **19. Term, Suspension and Termination**

19.1 This EULA applies from the earliest of the date on which the Customer accepts an Order Form, accesses the Platform, installs the Platform, enables the Platform, uses the Platform or permits an Authorised User to use the Platform.

19.2 This EULA continues while the Customer has access to or use of the Platform, unless terminated in accordance with this EULA or the relevant Order Form.

19.3 The Supplier may suspend or terminate access to the Platform where the Customer fails to pay undisputed overdue charges, commits a material breach, misuses the Platform, compromises Platform security, infringes intellectual property rights, breaches confidentiality, or uses the Platform in a way that may expose the Supplier to legal, regulatory, security or reputational risk.

19.4 The Customer may stop using the Platform at any time, subject to payment of any charges properly due and any minimum commitments set out in an Order Form.

19.5 Certificates issued prior to termination shall remain valid and effective unless demonstrated to be incorrect.

19.6 Clauses intended to survive termination shall continue to apply, including clauses relating to certificates, records, confidentiality, intellectual property, liability, payment, governing law and dispute resolution.

## **20. Data and System Records**

20.1 The Certificate and associated Evidential Record generated by the Platform shall constitute the authoritative Platform record of the outcome of each Execution Event.

20.2 In the event of a dispute regarding Platform outcome, the records generated by the Platform shall prevail unless demonstrated to be incorrect.

20.3 The Supplier may retain Platform records as reasonably required for audit, compliance, legal, insurance, warranty, dispute resolution, operational and evidential purposes.

## **21. General**

21.1 The Customer shall not assign, transfer or subcontract its rights or obligations under this EULA without the Supplier's prior written consent.

21.2 The Supplier may assign or transfer its rights and obligations to an affiliate, successor, purchaser or group company provided this does not materially reduce the Customer's rights under this EULA.

21.3 No failure or delay in enforcing any right shall operate as a waiver.

21.4 If any provision of this EULA is held to be invalid or unenforceable, the remaining provisions shall continue in force.

21.5 No third party shall have rights to enforce this EULA under the Contracts (Rights of Third Parties) Act 1999 unless expressly stated.

21.6 This EULA and any applicable Order Form constitute the entire agreement between the parties in relation to use of the Platform and supersede all previous discussions, representations and understandings relating to that subject matter.

21.7 This EULA is governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

***End of EULA***