

DECISION WHEEL



FORERUNNER
DIGITAL

TERMS OF SERVICE

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Service provider: Forerunner Ltd
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1. Introduction and Acceptance of Terms

Decision Wheel is an enterprise-level data collection, decision-support and visualisation service supplied by Forerunner Ltd ("Forerunner"). These Terms of Service apply to customers obtaining the Service for business, professional, organisational or public-sector purposes, including individuals acting in such a capacity. They are not intended for consumer purchases for predominantly personal or household purposes; any consumer offering requires separate terms appropriate to the relevant market.

The contractual agreement (the "Agreement") comprises these Terms of Service and the applicable accepted Order Form or subscription agreement, together with documents expressly incorporated under Section 21.2. The Customer is the legal person identified in the accepted Order Form or other agreed subscription record, rather than each individual user.

The Agreement becomes binding when Forerunner accepts an Order Form, confirms a subscription, or accepts an authorised electronic acceptance through an approved registration process. Merely accessing an invitation or signing into the Service as an Authorised User does not, by itself, make that user personally liable for the Customer's commercial obligations. Each Authorised User must comply with the applicable acceptable use and access rules.

An individual accepting on behalf of the Customer confirms that they are authorised to bind that Customer. If a prospective Customer does not agree to these Terms, it must not subscribe to or authorise use of Decision Wheel. These Terms are subject to non-excludable mandatory rights and any separately negotiated agreement expressly taking precedence under Section 21.2.

2. Definitions and Interpretation

For the purposes of these Terms of Service:

- **"Agreement"** means these Terms, the accepted Order Form and any other document incorporated by reference in accordance with Section 21.2.
- **"Authorised User"** means an individual authorised by the Customer, through its administrator or another approved process, to access the Customer's Decision Wheel tenancy. An Authorised User is not necessarily the contracting Customer and may be an external collaborator where permitted by the Customer and the Service.
- **"Business Day"** means a day other than Saturday, Sunday or a public holiday in England and Wales.
- **"Confidential Information"** has the meaning given in Section 18.1.
- **"Customer"** means the organisation, public body, company, partnership or person acting in a business or professional capacity that enters into the Agreement with Forerunner.
- **"Customer Data"** means information, documents, questions, configurations, responses, records and content submitted to, stored in or generated through the Service by or on behalf of the Customer, including customer-specific reports and exports, but excluding Forerunner Materials and third-party intellectual property as described in Sections 8 and 9.
- **"Data Processing Agreement"** or **"DPA"** means the agreement governing Forerunner's processing of personal data on behalf of the Customer.
- **"Order Form"** means a quotation, order, online subscription record or other written document accepted by both parties specifying the Customer, subscription scope, fees, term and any customer-specific arrangements.
- **"Service"** means the Decision Wheel hosted software service and associated functionality supplied by Forerunner under the Agreement.
- **"Service Level Agreement"** or **"SLA"** means the standard service commitments in Section 12 and any separately agreed service-level schedule.
- **"Subscription Term"** means the period for which access is granted under the applicable Order Form, including any agreed renewal.
- **"UK Office Hours"** means 09:00–17:00 United Kingdom local time, Monday to Friday, excluding public holidays in England and Wales.

Defined terms have the same meaning throughout the Agreement unless a higher-priority document expressly provides otherwise. Interpretation is otherwise governed by Section 21.13.

3. Account Registration and Access

A Customer tenancy and its initial administrator access will be provisioned following acceptance of the applicable Order Form or other approved subscription arrangement. Where advance payment is required, Forerunner may condition provisioning on receipt of that payment. Trial, early-access, invoiced or separately agreed arrangements need not require payment before provisioning.

The Customer shall designate one or more tenancy administrators responsible for inviting, reviewing, managing and removing Authorised Users, assigning permissions and controlling access to Customer Data. The Customer is responsible for activity undertaken by its Authorised Users within the scope of their access, except to the extent caused by Forerunner's breach, negligence or failure to fulfil its own contractual obligations.

Decision Wheel uses Microsoft Entra ID for authentication. The Customer is responsible for the identity, eligibility and appropriate access permissions of the individuals it authorises, including external collaborators where supported. Forerunner recommends appropriate authentication safeguards, including multi-factor authentication where available and suitable, and timely revocation of access when no longer required. Authorised Users are not necessarily required to belong to the Customer's own Entra ID tenant unless a specific configuration or customer policy requires it.

The Customer shall notify Forerunner promptly of suspected compromise, misuse or unauthorised access and cooperate reasonably with security investigations. Forerunner may restrict or suspend access under Section 16 when necessary. The respective responsibilities of Forerunner and the Customer concerning security, data protection and Customer Data are further set out in Sections 6, 8, 10 and 11.

4. Service Description

Decision Wheel is a data collection, decision-support and visualisation service that enables organisations to create configurable forms, collect responses from individuals or teams, and present the resulting information through a range of visual formats. Customers may configure questions and apply weightings to reflect their own decision-making methodologies.

The service includes user, team and permissions management, form and decision versioning, and PDF export for reporting and record-keeping. These capabilities support collaboration, governance and auditability by preserving the relationship between collected data, the applicable form version and the resulting decision.

Depending on the services purchased, Decision Wheel may also support additional data-governance arrangements, including deployment using a customer-controlled database. Certain functions, integrations and support services may be subject to the customer’s subscription, order form or separate agreement.

5. Subscription, Fees and Payment

Access to Decision Wheel is supplied for the Subscription Term and on the commercial terms stated in the applicable accepted Order Form. That document shall identify the contracting Customer, scope of the subscription, number or category of permitted

users or other usage limits, fees, billing currency, invoicing and payment arrangements, commencement date, expiry or renewal provisions, and any additional services. If an item is not stated, the parties shall agree it before the relevant charge or obligation becomes payable.

Unless expressly stated otherwise in the Order Form, subscriptions do not renew automatically. Any automatic renewal mechanism must identify the renewal period, applicable notice requirements and pricing arrangements. Changes to prices for an agreed fixed Subscription Term are governed by Section 19.8.

Fees are exclusive of VAT and similar transaction taxes unless stated otherwise. Invoices shall be paid by the date specified in the invoice or Order Form using an accepted payment method. The Customer shall maintain accurate billing and contractual contact details. The parties shall cooperate in good faith regarding any reasonably disputed invoice; the Customer shall identify the disputed amount and reasons promptly and pay the undisputed balance when due.

Where an undisputed amount remains overdue, Forerunner may give written notice requiring payment and specifying a reasonable opportunity to remedy the non-payment before suspension under Section 16. Forerunner shall not suspend solely because of an invoice dispute raised in good faith, to the extent the undisputed amounts are paid and the parties cooperate reasonably to resolve it. Persistent non-payment may give rise to termination under Section 17.

Except where required by law, expressly provided by Sections 17, 19 or 20, or agreed in writing, fees paid are non-refundable. Fees for bespoke development, onboarding, migration or professional services are governed by the applicable separate written agreement or statement of work. Any early termination charges, international tax treatment or withholding arrangements must be made clear in the relevant Order Form or as required by applicable law.

6. Customer Responsibilities

The Customer shall ensure that Customer Data and material submitted to the Service are lawful and that it has the appropriate rights and legal bases to collect, disclose, use and process them. The Customer shall provide required privacy information to individuals and determine whether impact assessments, record-retention rules or sector-specific obligations apply to its proposed use.

The Customer shall manage its Authorised Users, establish suitable permissions, protect credentials and promptly remove access that is no longer required. The Customer is responsible for activities undertaken by its Authorised Users, except to the extent caused or contributed to by Forerunner's breach, negligence or failure to fulfil its own obligations. The Customer shall not attempt to bypass tenancy or role restrictions.

Decision Wheel is a decision-support tool. The Customer determines its own questions, weighting, scoring methodologies, interpretations and resulting decisions, and shall satisfy any legal duties relating to those decisions. The Customer should keep appropriate independent copies or exports of business-critical information, except to the extent that specific backup, recovery or retention responsibilities are expressly allocated to Forerunner under the Agreement or applicable DPA.

Where the Customer provides its own database, integrations, identity infrastructure or other systems, it shall maintain those components to the technical and security specifications reasonably provided by Forerunner. Forerunner remains responsible for the application and supporting systems within its own control as set out in Section 11.

7. Acceptable Use Policy

The Customer and its authorised users must use the Service only for lawful purposes and in accordance with these Terms. They must not use the Service to create, upload, store, process or distribute content that is unlawful, fraudulent, harmful, defamatory, infringing or otherwise violates the rights of any person. They must not use the Service in a manner that disrupts its operation, places an excessive or unreasonable load on its infrastructure, introduces malicious code, facilitates abusive activity or interferes with another person's use of the Service.

The Customer and its authorised users must not attempt to gain unauthorised access to the Service, its underlying systems or infrastructure, or any data, account or information belonging to another customer or user. Prohibited activities include bypassing access controls; probing, scanning or testing vulnerabilities without prior written authorisation; compromising authentication or security measures; intercepting data; and using automated tools in a manner not expressly permitted by Forerunner.

Except where applicable law expressly permits otherwise, the Customer and its authorised users must not reverse engineer, decompile, disassemble, modify, reproduce or create derivative works from the Service or any part of it, nor copy or extract its source code, structure or underlying materials. The Customer must not sell, resell, sublicense, distribute, make available or commercially exploit the Service for the benefit of a third party unless expressly authorised under a separate written agreement. Forerunner may investigate suspected breaches and may restrict or suspend access where reasonably necessary to protect the Service, its users or its infrastructure, subject to any notice requirements stated elsewhere in these Terms.

8. Customer Data & Ownership

As between the Customer and Forerunner, the Customer retains all rights, title and interest in data, content and information submitted to the Service by or on behalf of the

Customer (“Customer Data”). The Customer also owns the forms, questions, configurations and methodologies it creates through the Service, together with reports and exports generated from Customer Data, excluding any underlying software, templates, visualisation technology or other materials owned or licensed by Forerunner.

The Customer grants Forerunner a non-exclusive, worldwide and royalty-free right to host, store, copy, transmit, display and otherwise process Customer Data **only** to the extent necessary to provide, secure, maintain and support the Service, comply with applicable law, and exercise its rights under these Terms. This right continues for the duration of the Customer’s subscription and afterwards only where reasonably necessary to complete deletion, maintain lawful backups, meet legal obligations or resolve disputes, subject to the applicable privacy notice and data-processing agreement.

The Customer is responsible for the accuracy, quality and legality of Customer Data and for obtaining all permissions, notices, consents and lawful bases required for its collection and processing.

9. Intellectual Property Rights

9.1 Ownership of Forerunner Intellectual Property

Forerunner retains all rights, title and interest in and to Decision Wheel and its underlying technology, including all intellectual property rights in:

- The Decision Wheel software, including its source code and object code.
- Platform architecture, infrastructure designs and technical implementations.
- User interfaces, visualisation engines, workflows and functionality.
- Software components, libraries, algorithms, processes and methodologies developed by or for Forerunner.
- Platform templates, default configurations and reusable components.
- Documentation, branding, trademarks, designs and associated materials.
- All updates, enhancements, modifications and developments to the above.

Collectively, these are referred to as "Forerunner Materials".

Nothing in these Terms of Service transfers ownership of Forerunner Materials to the Customer, regardless of whether the Customer has contributed to the development, configuration or customisation of the Service or has paid subscription or other fees for its use.

9.2 Customer Intellectual Property and Ownership

As between Forerunner and the Customer, the Customer retains all rights, title and interest in its Customer Data and original materials created, supplied or configured by or on behalf of the Customer through the Service.

This includes, where applicable:

- Customer-created forms, questions and answer options.
- Customer-defined weighting systems, scoring models and methodologies.
- Customer configurations and decision-making frameworks.
- Information, records, documents and content submitted to or generated through the Service.
- Reports, exports and other outputs generated from Customer Data, to the extent that they contain or reproduce Customer-owned materials.

Where Customer-created materials incorporate or are based upon Forerunner Materials, the Customer's ownership shall extend only to its original contributions and shall not include the underlying Forerunner Materials.

For example, where a Customer creates or customises a form using an existing Decision Wheel template, the Customer retains ownership of its original questions, content, configurations and other contributions, whilst Forerunner retains ownership of the underlying template structure and platform technology.

Third-party materials incorporated into Customer-created content remain subject to the intellectual property rights and applicable licence terms of their respective owners.

The respective ownership and processing rights relating to Customer Data are further described in Section 8 of these Terms of Service.

9.3 Licence to Use Decision Wheel

Subject to the Customer complying with these Terms of Service and the applicable subscription agreement, Forerunner grants the Customer a limited, non-exclusive, non-transferable and non-sublicensable licence to access and use Decision Wheel during the applicable subscription term.

This licence permits the Customer and its authorised users to access and use the Service solely for the Customer's own organisational, business, operational or public-service purposes, in accordance with the agreed subscription, applicable documentation and these Terms.

The Customer may grant access to employees, contractors, consultants, partner organisations and other individuals where such access is reasonably necessary to support or contribute to the Customer's legitimate activities, projects, programmes or objectives.

All authorised users must use Decision Wheel exclusively for purposes connected with, undertaken on behalf of, or directly supporting the objectives and activities of the Customer that holds the subscription.

The Customer must not grant or permit access to any individual or organisation for the purpose of conducting independent activities, projects or commercial operations unrelated to the Customer's own objectives, unless expressly authorised by Forerunner in writing or pre-agreed in the Order Form.

In particular, the Customer must not use its subscription to provide Decision Wheel as a general-purpose service to unrelated third parties, or enable other organisations to use the Service as a substitute for obtaining their own subscription.

The Customer shall remain responsible for ensuring that its authorised users comply with these restrictions and shall promptly revoke access where an individual's use no longer relates to the Customer's permitted purposes.

No ownership rights in Decision Wheel or its underlying intellectual property are transferred to the Customer or its authorised users under this licence.

9.4 Restrictions on Intellectual Property Use

Except where expressly permitted by these Terms, a separate written agreement or applicable law, the Customer and its authorised users must not:

- Copy, reproduce or distribute Decision Wheel or any substantial part of its underlying technology.
- Modify, adapt or create derivative works from the Service or its underlying software.
- Reverse engineer, decompile, disassemble or attempt to obtain access to source code or underlying technical implementations.
- Remove, obscure or alter proprietary notices, copyright notices, trademarks or other intellectual property acknowledgements.
- Sell, sublicense, commercially exploit or make the Service available to third parties outside the permissions granted under the applicable subscription.

These restrictions are subject to any rights that cannot lawfully be excluded or restricted under applicable law.

Additional acceptable use requirements are set out in Section 7 of these Terms of Service.

9.5 Improvements, Enhancements and Custom Development

Forerunner retains ownership of all improvements, enhancements, updates, modifications and developments made to Decision Wheel and its underlying technology.

This includes new features, reusable components, technical improvements and generalised functionality developed as a result of Customer feedback, requests, configurations or suggestions.

Where Forerunner undertakes bespoke development or technical work for a Customer, any specific intellectual property ownership or assignment arrangements shall be agreed separately in writing.

Unless expressly agreed otherwise in a separate written agreement, payment for bespoke development, configuration or other technical services shall not, by itself, transfer ownership of the underlying software, reusable components or Forerunner Materials to the Customer.

Nothing in this section shall affect the Customer's ownership of its Customer Data or original Customer-created materials as described in Section 9.2.

9.6 Third-Party Intellectual Property

Decision Wheel may incorporate or rely upon software, libraries, technologies and other materials owned or licensed by third parties.

Such materials remain the property of their respective owners and may be subject to separate third-party licence terms, conditions or restrictions.

Forerunner does not claim ownership of third-party intellectual property and shall ensure that its use of such materials is subject to the applicable permissions and licensing arrangements.

Where third-party terms apply directly to the Customer's use of a particular component or service, the Customer shall comply with those applicable terms.

Nothing in these Terms shall operate to remove or restrict any rights granted directly to the Customer under an applicable third-party licence.

9.7 Feedback and Suggestions

The Customer and its authorised users may voluntarily provide feedback, suggestions, ideas or recommendations concerning Decision Wheel, including proposed features, improvements and enhancements ("Feedback").

The Customer grants Forerunner a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable right to use, reproduce, adapt, modify, develop and incorporate such Feedback into Decision Wheel or other products and services without restriction or payment.

This permission does not extend to Customer Data, confidential information or Customer-owned materials provided separately from the Feedback.

Forerunner shall not publicly identify the Customer as the source of Feedback without its prior permission.

Forerunner shall have no obligation to implement any Feedback or provide compensation, attribution or other consideration for its use.

The Customer confirms that it is entitled to provide any Feedback it submits and that doing so does not infringe the rights of any third party.

9.8 Reservation of Rights

All intellectual property rights not expressly granted to the Customer under these Terms of Service are reserved by Forerunner or the relevant third-party rights holders.

Nothing in these Terms shall be interpreted as granting the Customer any ownership rights in Forerunner Materials, except for the limited rights expressly provided under these Terms or a separate written agreement.

10. Data Protection and Privacy

10.1 Privacy Policy

Forerunner is committed to protecting personal data and respecting the privacy of individuals who use Decision Wheel or whose information is processed through the service.

Our Privacy Policy explains how we collect, use, store and protect personal data in connection with our website and services, including the purposes for which personal data is processed, the lawful bases relied upon where applicable, and the rights available to individuals.

The Privacy Policy forms part of our transparency arrangements and should be read alongside these Terms of Service. Where personal data is processed on behalf of a Customer through the Decision Wheel platform, the applicable Data Processing Agreement shall also apply.

10.2 Roles and Responsibilities Under Data Protection Legislation

For the purposes of this section, “Data Protection Legislation” means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the EU General Data Protection Regulation (EU GDPR) where applicable, and any other applicable data protection and privacy legislation, as amended or replaced from time to time.

Depending on the nature and purpose of the processing, the Customer will generally act as the data controller in respect of personal data submitted to or collected through

Decision Wheel. The Customer is responsible for determining the purposes and lawful means of that processing.

Forerunner will generally act as a data processor when processing such personal data on behalf of the Customer in providing and supporting the service. Forerunner will process that personal data in accordance with the Customer's documented instructions, the applicable Data Processing Agreement and applicable Data Protection Legislation.

Forerunner may act as an independent data controller in respect of personal data it processes for its own legitimate business purposes, such as administering customer accounts, managing subscriptions, handling enquiries and meeting legal obligations.

The parties' respective roles shall be determined by the nature and circumstances of the relevant processing and shall not be determined solely by the labels used in these terms.

10.3 Personal Data Processing Responsibilities

The Customer is responsible for ensuring that it has an appropriate lawful basis for collecting and processing personal data through Decision Wheel, that individuals receive any information required by applicable law, and that any necessary permissions or consents have been obtained.

The Customer must ensure that personal data submitted to the service is adequate, relevant and limited to what is necessary for the intended purpose, and must not use Decision Wheel to process personal data unlawfully.

Forerunner shall process personal data on behalf of the Customer only as necessary to provide, maintain, secure and support the service, or as otherwise instructed in writing by the Customer, subject to any processing required by applicable law.

Forerunner shall ensure that persons authorised to process personal data are subject to appropriate confidentiality obligations and shall engage subprocessors only in accordance with the applicable Data Processing Agreement and Data Protection Legislation.

Each party shall be responsible for complying with the obligations applicable to it under Data Protection Legislation.

10.4 Data Retention, Retrieval and Deletion

The Customer controls the retention and deletion of Customer Data, subject to applicable law and the allocation of responsibilities in the Data Processing Agreement. Where Forerunner acts as processor, the Customer's documented choices and instructions under the DPA govern the return or deletion of personal data when processing services end.

(a) Standard hosting and the six-month retrieval period.

Unless the Customer chooses earlier deletion or gives different lawful instructions under the DPA, Customer Data held in the standard Forerunner-managed hosting arrangement will be retained for up to six (6) months following expiry or termination of the Subscription Term (the "Grace Period") solely to facilitate retrieval, secure deletion and any permitted legal retention. The Grace Period is a retrieval facility, not continued entitlement to use the full Service. Its operation for personal data shall be expressly authorised in the DPA or the Customer's documented instructions.

(b) Customer choice and deletion.

The Customer may instruct Forerunner to return or delete personal data in accordance with the DPA, including at or before termination. The Customer may request earlier deletion of specified Customer Data or of the relevant tenancy, subject to verification of an authorised instruction, technical safeguards and applicable legal requirements. Forerunner shall explain the consequences of irreversible deletion before executing a full-tenancy deletion request where reasonably practicable.

(c) Export and retrieval.

During the applicable Grace Period, Forerunner shall make a reasonable means of retrieving Customer Data available, taking account of the agreed export functionality and applicable legal requirements. The Customer shall be given information about available formats, included data categories and technical limitations. Where Section 17.11 and Schedule 1 apply, their mandatory switching and portability requirements prevail over inconsistent provisions in this section.

(d) Deletion on expiry.

At the end of the Grace Period, or earlier following a valid deletion instruction, Forerunner shall securely delete the relevant Customer Data held in active Forerunner-controlled systems, subject to any applicable legal retention obligation and the DPA. Forerunner shall, upon reasonable request, confirm completion of the applicable deletion process. No longer retention shall be implied merely because it would be convenient for Forerunner.

(e) Backups and residual copies.

Backup and disaster-recovery copies may remain temporarily until their documented deletion or expiry cycle. Such copies shall be protected, restricted from ordinary use and not restored to production except where required for legitimate recovery or legal compliance; any restored data shall be subject to the original valid deletion instructions. The relevant retention schedule and deletion method shall be documented in the DPA or supporting security documentation.

(f) Customer-managed databases.

Where the Customer supplies its own database, it is responsible for storage, backups, retention, export and deletion within that database, while Forerunner remains responsible for Customer Data that Forerunner separately controls or processes outside it. The parties shall document system boundaries, access, deletion and recovery responsibilities in the applicable DPA or technical schedule.

(g) Retrieval interrupted by exceptional events.

If a Force Majeure Event materially prevents retrieval during the Grace Period, Forerunner shall, where reasonably practicable and lawful, extend the period by the duration of the interruption, provided the relevant data remain available and recoverable. This shall not override a valid instruction for earlier deletion or a mandatory retention/deletion deadline.

10.5 Data Subject Rights

Individuals whose personal data is processed through Decision Wheel may have rights under applicable Data Protection Legislation, including rights of access, rectification, erasure, restriction of processing, data portability and objection, subject to the conditions and exemptions provided by law.

Where Forerunner processes personal data on behalf of a Customer, the Customer is generally responsible for responding to requests from individuals exercising their data protection rights.

Forerunner shall, taking into account the nature of the processing, provide reasonable assistance to the Customer in responding to such requests, in accordance with the applicable Data Processing Agreement and Data Protection Legislation.

Where Forerunner receives a request directly relating to personal data for which the Customer is the controller, it may refer the request to the Customer, unless applicable law requires otherwise.

Individuals may contact Forerunner using the contact details published in the Privacy Policy in relation to personal data processed by Forerunner as an independent controller.

10.6 Security Measures and Personal Data Breaches

Forerunner shall implement appropriate technical and organisational measures designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data, taking into account the nature of the processing, the risks involved and the resources reasonably available.

Such measures may include access controls, authentication mechanisms, appropriate encryption, secure hosting, system monitoring, backup arrangements and procedures for managing security incidents, as appropriate to the service and its risks.

The Customer is responsible for managing its users, assigning appropriate permissions, protecting its authentication credentials and ensuring that its use of Decision Wheel is consistent with its own security and data protection obligations.

If Forerunner becomes aware of a personal data breach affecting personal data processed on behalf of a Customer, it shall notify the Customer without undue delay and provide reasonable assistance and information in accordance with the applicable Data Processing Agreement and Data Protection Legislation.

Each party shall be responsible for fulfilling its own legal obligations concerning personal data breaches, including any applicable notification obligations to supervisory authorities or affected individuals.

10.7 Hosting Locations and International Data Transfers

Decision Wheel is hosted using Microsoft Azure infrastructure. Customers are given the option to select their preferred Microsoft Azure data centre region when their tenancy is initially provisioned.

a) Customer selection of hosting region

Customers may select from the Microsoft Azure hosting regions made available by Forerunner at the time of provisioning.

The Customer is responsible for selecting a hosting region that meets its own organisational, regulatory, contractual and data residency requirements.

Forerunner shall provision the Customer's tenancy in the selected region, subject to availability and the technical capabilities of the platform.

b) Hosting location considerations

The selected Azure region determines the intended primary hosting location for the Customer's tenancy and associated data.

Customers acknowledge that certain supporting services, infrastructure operations, security functions, backups, disaster recovery arrangements or third-party services may involve processing or storage outside the selected region, depending on the underlying Microsoft Azure services and infrastructure configuration.

Forerunner shall take reasonable steps to ensure that any such processing complies with applicable Data Protection Legislation.

c) International data transfers

Where personal data is transferred outside the United Kingdom or European Economic Area, as applicable, Forerunner shall ensure that the transfer is carried out in accordance with applicable Data Protection Legislation and that appropriate transfer mechanisms and safeguards are implemented.

These may include applicable adequacy regulations or decisions, approved standard contractual clauses, the UK International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses, together with any required supplementary measures.

d) Customer responsibilities

The Customer is responsible for assessing its own data residency, regulatory and contractual requirements when selecting a hosting region. Forerunner can provide reasonable information about its hosting arrangements to assist Customers in making an informed selection.

10.8 Data Processing Agreement

Where Forerunner processes personal data on behalf of the Customer as a data processor, the parties shall be bound by an applicable Data Processing Agreement before that processing begins. The DPA shall include the particulars and operative safeguards required by the applicable UK GDPR and EU GDPR, as relevant, including documented instructions, confidentiality, subprocessors, appropriate security measures, assistance with rights requests and impact assessments, security-incident cooperation, audits, international transfers and the Customer's choice of return or deletion at the end of processing.

The DPA and its schedules shall clearly identify the subject matter, duration, nature and purposes of processing, categories of personal data and data subjects, approved subprocessors, any relevant international-transfer mechanisms, system/hosting boundaries and the procedures for changing subprocessors or giving deletion instructions. Where applicable, it shall also specify incident notification channels and timescales, backup retention practices and the process for verifying completion of deletion.

The DPA supplements these Terms of Service. In the event of an inconsistency relating to processing of personal data on behalf of the Customer, the DPA shall take precedence to the extent of that inconsistency, subject to mandatory law. The Privacy Policy does not replace the DPA.

11. Information Security and Data Hosting

11.1 Hosting Arrangements and Infrastructure

Decision Wheel is provided using Microsoft Azure cloud infrastructure. The platform uses a distributed architecture designed to provide secure, scalable and resilient hosting across geographical regions.

Customers may select their preferred Microsoft Azure data centre region when their tenancy is provisioned, subject to technical compatibility and service availability. Each

Customer's tenancy is deployed within the selected hosting region, with the intention of meeting the Customer's data residency and geographical hosting requirements.

The platform infrastructure includes secure web services, backend application services, database services, asynchronous processing components and encrypted storage for historical data and audit records.

Infrastructure and application deployments are managed through controlled CI/CD (Continuous Integration and Continuous Deployment) pipelines. This approach is intended to ensure consistent, reproducible deployments and reduce the risk of unauthorised or unintended configuration changes.

Further details of hosting locations and infrastructure arrangements may be made available to Customers upon reasonable request.

11.2 Security Controls and Access Restrictions

Forerunner implements a security architecture based on the principles of least privilege, identity isolation and restricted access.

Security controls include:

- **Identity management:** Microsoft Entra ID is used to authenticate users and maintain identity context across the application and its backend services.
- **Role-based access control (RBAC):** Access permissions are scoped to the minimum level required for each user, application component or managed identity.
- **Managed identities:** Azure Managed Identities are used to secure communication between application services and supporting infrastructure, reducing reliance on manually managed credentials.
- **Service isolation:** Backend components communicate through controlled service-to-service authentication and permissions.
- **Tenant isolation:** Encryption keys and associated security boundaries are maintained on a per-tenant basis to help prevent unauthorised access to Customer data belonging to other organisations.
- **Administrative separation:** The architecture separates infrastructure administration from access to live Customer data. Administrative privileges alone do not automatically grant direct access to live Customer information.

Forerunner shall take reasonable steps to ensure that access to Customer information is restricted to authorised users and services and that appropriate access controls are maintained.

11.3 Encryption and Data Protection Measures

Decision Wheel uses encryption and cryptographic controls designed to protect Customer Data in transit and at rest, as appropriate to the systems and data involved. Forerunner shall manage encryption keys and related access permissions through controlled procedures and suitable infrastructure services, including Microsoft Azure Key Vault where used by the platform.

The configuration of tenant-specific keys, snapshot encryption, key-rotation procedures and record-level deletion mechanisms shall be described in current technical or security documentation, and shall be represented to Customers only to the extent verified against the deployed production environment.

Where historical audit or snapshot records require erasure or redaction, Forerunner shall use a technically validated method appropriate to the applicable data-protection obligation, taking account of encryption keys, backups, replication, audit records and any separate systems containing the relevant information. Removal of an initialisation vector or similar encryption parameter must not, without verification of the overall cryptographic design, be treated as a guarantee of permanent and irreversible erasure.

Forerunner shall maintain appropriate safeguards for key access, rotation, retirement and recovery consistent with the agreed security commitments and applicable law.

11.4 Backups and Disaster Recovery

Forerunner shall maintain appropriate backup and recovery arrangements designed to protect the availability and integrity of the Decision Wheel service and Customer information.

Such arrangements may include database recovery mechanisms, replicated or separately stored data, infrastructure redeployment and recovery of encrypted historical snapshots.

The platform's infrastructure is designed to support reproducible deployments through controlled CI/CD pipelines, allowing application and infrastructure components to be redeployed from their defined configurations.

Forerunner shall take reasonable steps to restore the service following a significant infrastructure failure or other disruption.

Specific backup frequencies, retention periods, recovery objectives and disaster recovery commitments may be documented separately in the applicable Service Level Agreement or other service documentation.

Where backup, retention, disaster-recovery or restoration targets are commercially important to the Customer, the applicable SLA or security schedule shall state the agreed backup frequency, retention cycle, recovery point objective (RPO), recovery time objective (RTO), test arrangements and the division of responsibilities for Customer-

managed databases. No particular RPO or RTO is guaranteed unless expressly agreed in writing.

11.5 Security Incident Management

Forerunner shall maintain procedures for identifying, investigating and responding to suspected security incidents affecting the Decision Wheel service.

Where a security incident involves personal data processed on behalf of a Customer, Forerunner shall notify the Customer without undue delay and provide reasonable information and assistance in accordance with the applicable Data Processing Agreement and Data Protection Legislation.

Forerunner shall take reasonable steps to investigate security incidents, contain their impact, implement appropriate remedial measures and prevent recurrence where reasonably practicable.

The Customer is responsible for promptly notifying Forerunner of any suspected unauthorised access, compromised accounts or other security concerns relating to its use of Decision Wheel.

Each party shall remain responsible for fulfilling its own applicable legal and regulatory notification obligations.

11.6 Vulnerability Management

Forerunner shall maintain appropriate procedures for identifying, assessing and addressing security vulnerabilities within the Decision Wheel application and its supporting infrastructure.

Such procedures may include:

- Reviewing security updates and patches for application dependencies and infrastructure components.
- Applying security updates and remedial fixes where appropriate.
- Monitoring relevant security advisories affecting the platform and its underlying technologies.
- Reviewing application and infrastructure configurations for potential security weaknesses.
- Managing and reviewing changes to production environments through controlled deployment processes.

Security vulnerabilities shall be assessed according to their potential impact and severity, with remediation prioritised accordingly.

Forerunner shall take reasonable steps to ensure that the platform's security controls remain appropriate as the service, its infrastructure and the wider threat landscape evolve.

11.7 Customer-Specific Hosting and Data Sovereignty

Decision Wheel provides hosting flexibility to accommodate different organisational, regulatory and data sovereignty requirements.

Customers may select their preferred Microsoft Azure hosting region when their tenancy is initially provisioned. The Customer is responsible for ensuring that its selected region meets its own legal, regulatory, contractual and organisational requirements.

Where offered, Customers may also elect to use their own database infrastructure rather than the standard database hosting provided as part of Decision Wheel.

Where a Customer elects to provide its own database:

- The Customer shall be responsible for the hosting, availability, security, backup and ongoing management of its database infrastructure.
- The Customer shall ensure that its database infrastructure meets the technical requirements necessary for integration with Decision Wheel.
- Forerunner shall remain responsible for the security and operation of the Decision Wheel application and any supporting infrastructure under its control.
- The respective responsibilities of the parties shall be further defined in the applicable service documentation or Data Processing Agreement.

Where a Customer requests additional hosting, security or data sovereignty arrangements beyond the standard service, these may be subject to separate technical assessment, agreement and additional charges.

Further information about hosting regions, international data transfers and third-party infrastructure providers is addressed in the Privacy Policy and Data Processing Agreement.

12. Service Availability and Support

12.1 Service Availability

Decision Wheel is hosted on Microsoft Azure infrastructure. The availability of the service is therefore dependent, in part, on the availability, performance and reliability of Microsoft Azure and its underlying infrastructure and services.

Forerunner shall take reasonable steps to maintain the availability and reliability of Decision Wheel and to minimise disruption to Customers.

The platform is designed to support continuous development, maintenance and improvement without requiring planned service downtime. Application updates, enhancements, bug fixes and infrastructure changes shall, wherever reasonably practicable, be deployed without interrupting the availability of the service.

Notwithstanding these arrangements, Forerunner does not guarantee uninterrupted or error-free availability of the service. Temporary interruptions may occur as a result of:

- Microsoft Azure infrastructure failures, outages or service degradation.
- Failures or interruptions affecting third-party services or dependencies.
- Emergency maintenance, security updates or critical software fixes.
- Network connectivity issues or events outside Forerunner's reasonable control.
- Circumstances requiring temporary suspension of the service to protect its security, integrity or stability.

Where planned maintenance is expected to affect service availability, Forerunner shall endeavour to provide Customers with reasonable advance notice.

12.2 Support Hours

Technical support for Decision Wheel is provided during UK office hours.

Unless otherwise agreed, UK Office Hours are defined as 09:00 to 17:00 UK local time, Monday to Friday, excluding public holidays in England and Wales.

Support requests should be submitted by email to:

support@decisionwheel.io

Customers should provide sufficient information when reporting an issue to allow Forerunner to investigate and assess the problem. This may include a description of the issue, the affected functionality, relevant error messages and any supporting screenshots or information.

12.3 Support Response Times

Forerunner shall provide an initial human response to support requests sent to support@decisionwheel.io within seventy-two (72) UK Office Hours of receipt, unless a shorter target has been expressly agreed in a separate SLA. An automated receipt or ticket acknowledgement alone does not satisfy this commitment.

For the purpose of measuring this response period, time shall accrue only during UK Office Hours (09:00–17:00 UK local time on Business Days). Requests received outside those hours shall be treated as received at the start of the next period of UK Office Hours. Accordingly, seventy-two UK Office Hours is equivalent to nine complete eight-hour working days; it is not seventy-two consecutive elapsed hours.

An initial response may include a substantive acknowledgement, initial assessment, request for information or proposed next steps. This response target is not a guarantee of resolution within that period. Forerunner aims to respond sooner and to prioritise service-wide outages, security incidents and material loss of core functionality. Any guaranteed priority-specific response or restoration commitments must be set out in a separately agreed SLA.

The parties shall use the appropriate security incident reporting and personal data breach notification arrangements under Sections 10 and 11 and the DPA where those obligations require earlier notification or assistance.

12.4 Service Issues and Incident Management

Forerunner shall take reasonable steps to investigate and address reported service issues, technical faults and incidents affecting Decision Wheel.

Issues shall be assessed according to their nature, impact and severity, with particular consideration given to problems that prevent Customers from accessing the service or materially affect its core functionality.

Where an issue is identified as relating to Microsoft Azure or another third-party service, Forerunner may need to rely on the relevant provider's investigation, support and resolution processes.

Forerunner shall endeavour to keep affected Customers informed of significant service incidents and material progress towards resolution, where reasonably practicable.

12.5 Service Level Agreement

The standard support and response commitments described in this section form part of the standard Service Level Agreement applicable to Decision Wheel subscriptions.

Any additional availability commitments, enhanced support arrangements, response targets or service-specific obligations agreed with an individual Customer shall be documented separately in the relevant contractual agreement or SLA.

Where a separately agreed SLA contains provisions that conflict with this section, the separately agreed SLA shall take precedence in relation to those provisions.

Unless a separate SLA is expressly agreed, the commitments in this Section 12 constitute the standard support commitments and do not create an unstated percentage uptime guarantee or service-credit entitlement. Any enhanced incident severity classifications, escalation arrangements, response targets, recovery objectives or credits must be set out in the relevant SLA.

13. Warranties and Disclaimers

13.1 Standard of Service

Forerunner shall use reasonable skill and care in providing and maintaining the Decision Wheel service.

Forerunner shall take reasonable steps to ensure that the service operates substantially in accordance with its published description and the functionality agreed within the applicable subscription or order form.

Forerunner does not warrant that the service will be suitable for every Customer's particular requirements or that every feature will be available without limitation or interruption.

13.2 Nature and Purpose of Decision Wheel

Decision Wheel is a data collection, analysis and visualisation tool designed to support structured decision-making, evaluation and organisational accountability.

The service provides functionality for Customers to create their own forms, configure questions, apply weightings, collect information and generate visual representations of the resulting data.

Decision Wheel is a decision-support tool and does not make decisions on behalf of Customers or provide professional, legal, financial, regulatory or other specialist advice.

Any scores, weightings, graphs, visualisations, reports or other outputs generated by the service are dependent on the information, configurations, methodologies and weightings supplied or selected by the Customer and its authorised users.

The Customer remains solely responsible for determining the suitability of its decision-making methodologies, interpreting the information presented and making any decisions arising from the use of the service.

13.3 Accuracy and Reliability of Information

Forerunner does not warrant that information entered into the service by Customers or their authorised users will be accurate, complete or free from errors.

While Decision Wheel is designed to process and present information in accordance with its configured functionality, Forerunner does not guarantee that the resulting scores, visualisations or reports will be appropriate for every intended purpose or that they will produce any particular outcome.

The Customer is responsible for reviewing and verifying information and outputs generated by the service before relying upon them for business, operational, regulatory or public-sector decision-making purposes.

Forerunner shall not be responsible for decisions, actions or outcomes arising from the Customer's interpretation, use or reliance upon information generated through the service, except to the extent that such loss results from a breach of Forerunner's contractual obligations or liability that cannot lawfully be excluded.

13.4 Customer Systems and Dependencies

The Customer acknowledges that access to and use of Decision Wheel may depend on systems, services and infrastructure outside Forerunner's direct control, including:

- Microsoft Entra ID and associated authentication services.
- Microsoft Azure hosting and infrastructure.
- Customer internet connectivity and network infrastructure.
- Customer-managed devices, browsers and security configurations.
- Customer-provided database infrastructure, where applicable.
- Third-party software, services and integrations.

The Customer is responsible for maintaining the systems and connectivity under its control that are necessary to access and use the service.

Forerunner does not warrant the availability, performance or continued compatibility of third-party services, although it shall take reasonable steps to maintain the service's supported integrations and dependencies.

13.5 Third-Party Services

Decision Wheel relies on certain third-party technologies and services, including Microsoft Azure and Microsoft Entra ID.

These services are subject to their own terms, conditions, service availability commitments and operational limitations.

Forerunner shall not be responsible for interruptions, failures or changes to third-party services outside its reasonable control, except to the extent that such issues arise from Forerunner's own breach of these Terms or failure to exercise reasonable care and skill.

13.6 Exclusion of Implied Warranties

Except for commitments expressly stated in these Terms of Service or an applicable written agreement, and to the fullest extent permitted by applicable law, Forerunner makes no additional representations or warranties concerning the service, including any implied warranties relating to fitness for a particular purpose, uninterrupted availability or the achievement of any particular business or operational outcome.

Nothing in this section shall exclude or limit any obligation that Forerunner is required to fulfil under applicable law.

13.7 Limitations of Disclaimers

Nothing in these Terms of Service shall operate to exclude or restrict:

- Liability for death or personal injury resulting from negligence.
- Liability for fraud or fraudulent misrepresentation.
- Any liability that cannot lawfully be excluded or restricted under applicable law.
- Any statutory rights or obligations that cannot lawfully be excluded or restricted.

Nothing in this section shall affect any rights or remedies available to the Customer under applicable law.

14. Limitation of Liability

14.1 Scope of Liability

This section sets out the extent of liability that either party may have to the other in connection with these Terms of Service, the provision or use of Decision Wheel, or any associated services.

Any liability arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall be subject to the limitations and exclusions set out in this section, to the fullest extent permitted by applicable law.

14.2 Liabilities That Cannot Be Excluded

Nothing in these Terms of Service shall exclude or restrict either party's liability for:

- Death or personal injury resulting from negligence.
- Fraud or fraudulent misrepresentation.
- Any liability arising under applicable Data Protection Legislation that cannot lawfully be excluded or restricted.

- Any other liability that cannot legally be excluded or restricted under applicable law.

Nothing in these Terms shall affect the statutory rights of individuals whose personal data is processed through Decision Wheel, including any applicable rights to seek compensation under Data Protection Legislation.

14.3 Excluded Categories of Loss

Subject to section 14.2, neither party shall be liable to the other for:

- Loss of profits or anticipated profits.
- Loss of revenue, turnover or business.
- Loss of anticipated savings.
- Loss of business opportunities or contracts.
- Loss of goodwill or business reputation.
- Indirect or consequential loss or damage.

For clarity, the above exclusions apply whether such losses are claimed under contract, tort, negligence or any other legal basis.

Nothing in this section shall exclude liability for direct losses or reasonable costs incurred in restoring or recreating Customer Data where such losses arise directly from a breach of these Terms by the responsible party, subject to the applicable financial liability limits set out below.

14.4 General Financial Liability Cap

Subject to Section 14.2 and Section 14.8, the aggregate liability of each party to the other in respect of all claims arising under or in connection with the Agreement, other than Enhanced Claims described in Section 14.5, shall not exceed one hundred per cent (100%) of the recurring subscription fees paid or payable under the affected subscription for the twelve (12) months immediately preceding the first event giving rise to the claim. Where that subscription has existed for less than twelve months, the limit shall be calculated by reference to twelve months of the agreed recurring subscription fees.

This cap is an aggregate limit, not a per-incident or per-claim limit. Related claims arising from the same event or series of connected events shall be treated together. Fees for professional services or other separately scoped work shall be subject to any liability provisions in their relevant written agreement; where no separate limitation is agreed, the parties should agree the applicable basis in the relevant statement of work before work commences.

The interaction between this general cap and the enhanced cap is governed by Section 14.5.

14.5 Enhanced Liability for Data Protection, Security and Confidentiality

For claims arising from a breach of confidentiality obligations, obligations under the applicable DPA, agreed information security requirements, or unauthorised access to or disclosure of Customer Data resulting from the responsible party's breach (together, "Enhanced Claims"), the maximum total aggregate liability of that party shall be two hundred per cent (200%) of the recurring subscription fees paid or payable under the affected subscription for the twelve (12) months preceding the first event giving rise to the relevant claim, annualised where the subscription has existed for less than twelve months.

The enhanced limit is a higher overall ceiling and is not an additional amount on top of the general cap. All amounts paid or payable in satisfaction of claims governed by Section 14.4 and this Section 14.5 shall count towards the applicable aggregate ceilings. Ordinary claims shall remain subject to the 100% general cap, and the combined total of ordinary claims and Enhanced Claims shall not exceed the 200% enhanced aggregate ceiling. No liability limit shall be multiplied merely because several claims, incidents or legal bases arise from the same or related events.

These contractual limits do not restrict liabilities or statutory remedies that cannot lawfully be limited, including the matters in Section 14.2. Any expressly different allocation in an applicable DPA or separately negotiated written agreement shall prevail in accordance with Section 21.2. The parties acknowledge that the commercial reasonableness of these limits should be assessed in the light of fees, risk, insurance and the nature of the Customer's use of the Service.

14.6 Customer Data and Customer Responsibilities

The Customer acknowledges that it is responsible for the information, data, configurations, questions, weightings and methodologies entered into Decision Wheel by its authorised users.

Forerunner shall not be liable for losses arising from:

- Inaccurate, incomplete or unlawful Customer Data.
- Incorrect configurations, weightings or methodologies established by the Customer.
- Decisions made by the Customer or its authorised users based on the interpretation of information or visualisations generated by the service.
- Unauthorised access resulting from the Customer's failure to maintain appropriate account security or access controls.

- Deletion or modification of Customer Data by the Customer or its authorised users.

This provision shall not exclude or restrict Forerunner's liability to the extent that the relevant loss is caused by Forerunner's own breach of these Terms, negligence or failure to fulfil its contractual obligations.

14.7 Third-Party Infrastructure and External Services

The Customer acknowledges that Decision Wheel relies on Microsoft Azure, Microsoft Entra ID and other third-party services and infrastructure.

Forerunner shall not be liable for losses arising solely from failures, interruptions or changes to third-party services that are outside Forerunner's reasonable control, except to the extent that such losses result from Forerunner's own breach of contract, negligence or failure to take reasonable steps to fulfil its obligations under these Terms.

Nothing in this provision shall remove Forerunner's responsibility for the services, systems and infrastructure that remain under its own control.

14.8 Customer Payment Obligations

Nothing in this section shall limit the Customer's obligation to pay fees and other amounts properly due and payable under the Agreement. Equally, a contractual obligation of Forerunner to refund prepaid fees expressly required under Sections 15.2, 17.5, 19.3 or 20.6, or another agreed refund provision, shall not be reduced merely by characterising that repayment as a damages claim subject to the financial liability caps. This does not affect the application of Section 14 to any separate claim for compensation.

14.9 Mitigation of Loss

Each party shall take reasonable steps to minimise and mitigate any losses or damages suffered as a result of an event that may give rise to a claim under these Terms of Service.

Neither party shall be entitled to recover losses to the extent that such losses could reasonably have been avoided or reduced through appropriate mitigation.

14.10 Application of Liability Limits

The limitations and exclusions contained in this section shall apply to the fullest extent permitted by applicable law.

Where any provision of this section is found to be unlawful, invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed where modification is not possible, without affecting the validity of the remaining provisions.

Nothing in this section shall restrict the powers of any applicable regulatory authority or limit any liability that cannot lawfully be restricted.

15. Indemnification

15.1 Customer Indemnification

The Customer shall indemnify and hold harmless Forerunner, its directors and employees against third-party claims, damages, liabilities, reasonable legal costs and expenses arising directly from or in connection with:

- Customer Data, content, documents, forms, questions or other materials submitted to, uploaded to or created through Decision Wheel, where such materials infringe the intellectual property, privacy or other legal rights of a third party.
- The Customer's unlawful collection, use or processing of personal data, including failure to obtain necessary permissions, notices or lawful bases required under applicable Data Protection Legislation.
- The Customer's or its authorised users' unlawful or unauthorised use of Decision Wheel.
- Any breach by the Customer or its authorised users of applicable law or the acceptable use requirements set out in these Terms.
- Any instructions, configurations, methodologies or materials supplied by the Customer that result in a third-party claim alleging infringement of intellectual property rights or other unlawful activity.

This indemnity shall apply only to the extent that the relevant claim arises from the acts, omissions, instructions or breaches of the Customer or its authorised users.

The Customer shall not be required to indemnify Forerunner to the extent that the relevant claim arises from Forerunner's own breach of these Terms, negligence, wilful misconduct or failure to comply with its applicable legal obligations.

15.2 Forerunner Intellectual Property Indemnification

Forerunner shall indemnify and hold harmless the Customer against third-party claims alleging that the Customer's authorised use of Decision Wheel, in accordance with these Terms of Service and the applicable subscription agreement, infringes the intellectual property rights of that third party.

This indemnity applies to intellectual property rights in the Decision Wheel software, platform architecture, underlying technology and associated materials owned or licensed by Forerunner and supplied as part of the Service.

Where such a claim arises, or Forerunner reasonably considers that such a claim is likely to arise, Forerunner may, at its own discretion and expense:

- Obtain the necessary rights, licences or permissions to allow the Customer to continue using the affected part of the Service.
- Modify or replace the affected functionality or component with a materially equivalent non-infringing alternative.
- Where neither of the above options is reasonably practicable, terminate the affected part of the Service and refund any subscription fees paid in advance for the unused portion of the affected service.

Where Forerunner provides a replacement or modified component, the Customer shall reasonably cooperate with its implementation and discontinue use of the affected component where instructed by Forerunner.

This indemnity shall apply only to the extent that the alleged infringement arises from materials or technology supplied or incorporated by Forerunner, and shall not extend to infringement arising from materials or content supplied independently by the Customer or an unrelated third party.

15.3 Exclusions from Forerunner's Intellectual Property Indemnity

Forerunner shall have no indemnification obligation under Section 15.2 to the extent that an infringement claim arises from:

- Customer Data, Customer-created forms, questions, configurations, methodologies or other materials supplied or created by the Customer.
- Modifications to Decision Wheel or its underlying components made by anyone other than Forerunner or its authorised representatives.
- The combination or use of Decision Wheel with third-party products, services or materials not supplied or approved by Forerunner, where the alleged infringement would not otherwise have occurred.
- Use of Decision Wheel outside the permissions granted under these Terms or contrary to applicable documentation.
- The Customer's continued use of an affected component after Forerunner has provided a reasonable non-infringing replacement or instructed the Customer to discontinue the affected use.
- Third-party software or services obtained independently by the Customer and not supplied as part of Decision Wheel.

Nothing in this section excludes claims arising from third-party components incorporated into Decision Wheel by Forerunner as part of the Service, where the

alleged infringement arises from Forerunner's own use, modification or distribution of those components.

15.4 Notification and Management of Claims

A party seeking indemnification under this section (the "Indemnified Party") shall:

- Notify the other party (the "Indemnifying Party") in writing as soon as reasonably practicable after becoming aware of a claim for which indemnification is sought.
- Provide reasonable details and information concerning the claim.
- Provide reasonable assistance and cooperation to enable the Indemnifying Party to investigate and respond to the claim.
- Take reasonable steps to minimise and mitigate any losses or liabilities arising from the claim.

The Indemnifying Party shall be entitled to assume primary responsibility for the investigation, defence and settlement of the claim using suitably qualified legal representatives.

The Indemnified Party may participate in the defence of the claim through its own legal representatives at its own expense.

The Indemnifying Party shall not settle a claim without the prior written consent of the Indemnified Party where the settlement:

- Requires the Indemnified Party to admit liability or wrongdoing.
- Requires the Indemnified Party to make a payment.
- Imposes continuing obligations or restrictions upon the Indemnified Party.
- Does not provide the Indemnified Party with an appropriate release from the relevant claim.

Such consent shall not be unreasonably withheld or delayed.

Failure to provide prompt notification shall not automatically remove the right to indemnification, but the Indemnifying Party may reduce its obligations to the extent that it has suffered material prejudice as a result of the delay.

If the Indemnifying Party fails to take reasonable steps to defend a claim after receiving notification, the Indemnified Party may take reasonable steps to protect its interests, subject to the applicable liability limitations.

15.5 Data Protection and Regulatory Responsibilities

Nothing in this section shall transfer or remove either party's own statutory responsibilities or liabilities under applicable Data Protection Legislation.

The respective responsibilities of the Customer and Forerunner in relation to personal data processing, security incidents, personal data breaches and resulting third-party claims shall also be governed by Section 10 and the applicable Data Processing Agreement.

Any contractual indemnification relating to regulatory fines, penalties or statutory liabilities shall apply only to the extent permitted by applicable law.

Nothing in this section shall prevent either party from exercising any statutory right of contribution, recovery or compensation that cannot lawfully be excluded or restricted.

15.6 Application of Liability Limitations

All indemnification obligations under this section shall be subject to the limitations and exclusions of liability set out in Section 14 of these Terms of Service, unless otherwise expressly agreed in a separate written agreement.

Where a separate Data Processing Agreement or other written agreement establishes different liability arrangements for matters expressly covered by that agreement, those provisions shall take precedence to the extent of any conflict.

Nothing in this section shall increase or override the applicable aggregate liability limits except where liability cannot legally be limited or excluded.

16. Suspension of Service

16.1 Right to Suspend Access

Forerunner reserves the right to temporarily suspend or restrict access to all or part of Decision Wheel where reasonably necessary to protect the Service, its infrastructure, Customers, authorised users or the security and integrity of Customer Data.

Depending on the circumstances, suspension may apply to an individual authorised user, a Customer's entire tenancy, specific functionality or particular components of the Service.

Forerunner shall exercise its suspension rights reasonably and proportionately, taking into account the nature and severity of the circumstances giving rise to the suspension.

Suspension of access shall not, by itself, constitute termination of the Customer's subscription or these Terms of Service.

16.2 Circumstances in Which Suspension May Occur

Forerunner may suspend or restrict access to Decision Wheel in circumstances including, but not limited to:

a) Non-payment

Where the Customer fails to pay an undisputed amount due under the applicable subscription or order form, Forerunner may suspend access in accordance with the payment provisions set out in Section 5 of these Terms.

b) Breach of Terms

Where the Customer or its authorised users materially breach these Terms of Service, the applicable subscription agreement or any associated acceptable use requirements.

c) Security concerns

Where Forerunner reasonably believes that an account, user identity, Customer tenancy or component of the Service has been compromised, accessed without authorisation or presents a security risk to the Service or other Customers.

This may include suspected credential compromise, malicious activity, attempts to bypass security controls or the introduction of malicious software.

d) Unlawful or prohibited activity

Where the Customer or its authorised users use Decision Wheel for unlawful purposes or in a manner that may infringe the rights of others, compromise the security of the Service or expose Forerunner or other Customers to legal or regulatory risk.

e) Excessive or harmful use

Where use of the Service exceeds agreed subscription limits or places an unreasonable burden on the platform, infrastructure or other Customers, or otherwise threatens the availability, performance or stability of Decision Wheel.

f) Protection of the Service

Where suspension is reasonably necessary to investigate, contain or prevent a technical failure, security incident, vulnerability or other circumstance that may adversely affect the operation or integrity of the Service.

g) Legal or regulatory requirements

Where Forerunner is required to suspend access by a court, regulatory authority, law enforcement agency or other competent authority, or where continued provision of access would otherwise breach applicable law.

h) Third-party service requirements

Where Microsoft Azure or another critical third-party service provider requires or necessitates suspension of an affected service or component, or where suspension is reasonably necessary to address a failure or security issue affecting an underlying third-party dependency.

16.3 Notification and Opportunity to Remedy

Where reasonably practicable, Forerunner shall provide the Customer with advance written notice of an intended suspension.

Such notice shall, where appropriate:

- Explain the reason for the proposed suspension.
- Identify the affected account, tenancy or functionality.
- Explain what action the Customer may need to take to address the issue.
- Provide an indication of when the suspension may take effect.

Where a breach or issue is capable of being remedied, Forerunner shall, where reasonably practicable, allow the Customer a reasonable opportunity to address it before suspending access.

The length of any opportunity to remedy shall depend on the nature, severity and urgency of the circumstances.

Where suspension is necessary to address an immediate security threat, prevent unlawful activity, comply with legal requirements or protect the Service and its Customers, Forerunner may suspend access immediately without providing advance notice.

Where advance notice cannot reasonably be provided, Forerunner shall endeavour to notify the Customer as soon as reasonably practicable after the suspension has taken effect, unless prohibited by law or restricted by the relevant circumstances.

16.4 Proportionate Suspension

Forerunner shall endeavour to limit any suspension to the affected user, functionality or Customer tenancy where this is reasonably practicable.

Where an issue affects the wider platform or presents a broader security or operational risk, Forerunner may suspend access to a larger part of the Service where necessary.

Forerunner shall take reasonable steps to minimise the duration and impact of any suspension and shall investigate the underlying issue where appropriate.

16.5 Effect of Suspension

During a period of suspension:

- The Customer and affected authorised users may be unable to access some or all of Decision Wheel.
- Forerunner may restrict access to specific functionality, data or services where necessary.

- The Customer must not attempt to circumvent or bypass the suspension or access restrictions.
- Forerunner shall continue to apply appropriate security and data protection measures to Customer Data held within infrastructure under its control.

Suspension shall not automatically result in the deletion, loss or transfer of ownership of Customer Data.

Forerunner shall continue to handle Customer Data in accordance with Sections 8, 10 and 11 of these Terms of Service and the applicable Data Processing Agreement.

Where reasonably practicable and appropriate, Forerunner may provide the Customer with restricted access to retrieve information during a suspension, provided that doing so does not compromise security, interfere with an investigation or breach any legal or regulatory requirement.

A suspension shall not, by itself, trigger the six-month data retrieval period described in Section 10.4. That period shall apply following expiry or termination of the Customer's subscription.

16.6 Fees During Suspension

Where suspension results from the Customer's breach of these Terms, misuse of the Service, failure to maintain appropriate account security or failure to meet its payment obligations, the Customer's subscription and payment obligations shall continue during the period of suspension.

No refund or service credit shall be due solely as a result of a suspension arising from the Customer's acts or omissions, except where required by applicable law or expressly agreed in a separate written agreement.

Where a suspension arises from circumstances attributable to Forerunner or an underlying service failure, any applicable service credits, refunds or other remedies shall be governed by these Terms of Service, the applicable Service Level Agreement or other agreed contractual arrangements.

16.7 Restoration of Access

Forerunner shall take reasonable steps to restore access to the affected Service once the circumstances giving rise to the suspension have been resolved or no longer require continued suspension.

Where the suspension resulted from a Customer breach or security concern, Forerunner may require the Customer to take reasonable corrective action before access is restored.

Such action may include:

- Payment of overdue undisputed amounts.

- Removal of unlawful or prohibited content.
- Changes to compromised account credentials.
- Removal or replacement of affected authorised users.
- Implementation of reasonable security measures.
- Confirmation that the activity giving rise to the suspension has ceased.

Forerunner shall endeavour to restore access promptly following satisfactory resolution of the relevant issue, subject to any necessary technical or security checks.

16.8 Suspension Does Not Constitute Waiver or Termination

The exercise of Forerunner's rights under this section shall not prevent Forerunner from exercising any other rights or remedies available under these Terms of Service or applicable law.

Where the circumstances giving rise to suspension are not resolved, or where a material breach continues or is incapable of remedy, Forerunner may exercise its rights to terminate the Customer's subscription in accordance with Section 17 of these Terms of Service.

Nothing in this section shall limit any rights or obligations that cannot lawfully be excluded or restricted under applicable law.

17. Termination and Cancellation

17.1 Subscription Term and Expiry

Access to Decision Wheel is provided for the subscription period agreed between the Customer and Forerunner, as specified in the applicable order form, quotation or subscription agreement.

A subscription shall continue for the agreed period unless terminated earlier in accordance with these Terms of Service or the applicable subscription agreement.

Where a subscription is subject to automatic renewal, the renewal arrangements, applicable notice periods and any associated charges shall be specified in the relevant order form or subscription agreement.

Upon expiry of a subscription, the Customer's right to access and use Decision Wheel shall cease, subject to the data retrieval arrangements described in Section 10.4.

17.2 Customer Cancellation

The Customer may give notice of cancellation in accordance with the applicable Order Form or subscription agreement. Unless otherwise agreed or required by applicable law, a cancellation shall take effect at the end of the current Subscription Term; early

cancellation does not automatically create a right to a refund or release outstanding agreed fees.

Any applicable automatic-renewal mechanism, renewal notice and early termination charge must be clearly stated in the Order Form. Mandatory rights relating to switching or termination under EU data-processing-service rules, where applicable, are addressed in Section 17.11 and Schedule 1 and prevail to the extent required by law.

The Customer should initiate export and transition arrangements before the effective termination date, but its right to request data retrieval continues during the applicable Grace Period under Section 10.4. Expiry or termination of full subscription access shall not by itself extinguish those retrieval rights.

17.3 Termination for Material Breach

Either party may terminate the applicable subscription agreement or these Terms of Service by giving written notice to the other party where the other party commits a material breach of its obligations and fails to remedy that breach within thirty (30) calendar days of receiving written notice requiring it to do so.

Where a material breach is incapable of remedy, the non-breaching party may terminate the relevant agreement immediately by written notice.

Examples of material breach may include:

- A substantial failure to comply with the obligations set out in these Terms of Service.
- Persistent or serious misuse of Decision Wheel.
- A material breach of applicable data protection or confidentiality obligations.
- Failure to comply with agreed security requirements.
- Failure to meet contractual payment obligations, subject to the applicable provisions of Section 5.

Termination under this section shall not affect any rights or remedies that either party may have arising from the breach.

17.4 Immediate Termination

Forerunner may terminate a Customer's subscription or access to Decision Wheel immediately by written notice where reasonably necessary or justified by circumstances including:

- The Customer engages in unlawful activity through the Service.
- The Customer or its authorised users undertake serious or deliberate activities that compromise the security, integrity or availability of Decision Wheel or its underlying infrastructure.

- The Customer attempts to gain unauthorised access to another Customer's information, systems or tenancy.
- The Customer commits a serious breach of these Terms that cannot reasonably be remedied.
- Forerunner is legally required to discontinue the provision of the Service to the Customer.
- The Customer becomes insolvent, enters liquidation or administration, ceases trading or becomes subject to an equivalent insolvency event, to the extent that termination is permitted by applicable law.

Where appropriate, Forerunner may initially exercise its suspension rights under Section 16 while investigating or addressing the circumstances giving rise to the potential termination.

Nothing in this section shall prevent Forerunner from taking immediate action where necessary to protect the Service, its Customers, personal data or other legitimate interests.

17.5 Termination Due to Discontinuation of the Service

Forerunner reserves the right to discontinue Decision Wheel or a substantial part of its functionality where it is no longer commercially, technically or operationally viable to continue providing the Service.

Where Forerunner intends to permanently discontinue Decision Wheel, it shall endeavour to provide Customers with at least ninety (90) calendar days' written notice.

Where reasonably practicable, Forerunner shall provide information about the planned discontinuation, its expected impact and the arrangements available for Customer Data retrieval.

If the Customer's subscription is terminated as a result of Forerunner permanently discontinuing the Service, Forerunner **shall refund** any subscription fees paid in advance relating to the unused portion of the subscription period following the effective termination date.

The notice and refund provisions in this section shall not apply to the extent that Forerunner is legally required to discontinue the Service sooner or circumstances outside its reasonable control make the provision of such notice impracticable.

Any separately agreed contractual commitments relating to service continuity or termination shall take precedence where applicable.

17.6 Consequences of Termination or Expiry

Upon termination or expiry of a Customer's subscription:

- The Customer's licence and right to access and use Decision Wheel shall cease, except for any limited access or retrieval arrangements expressly made available under Section 10.4.
- The Customer and its authorised users shall no longer be entitled to use the Service or its functionality.
- All outstanding fees, charges and other amounts properly due and payable shall remain payable.
- Forerunner shall handle Customer Data in accordance with the retention, retrieval and deletion provisions set out in Section 10.4 and the applicable Data Processing Agreement.
- Each party shall remain responsible for its outstanding contractual obligations and liabilities arising before termination.

Termination shall not affect any rights, remedies, obligations or liabilities that have accrued up to the effective date of termination.

17.7 Customer Data Retrieval Following Termination

Following expiry or termination, the Customer shall retain the retrieval and deletion choices set out in Section 10.4 and the DPA. Under standard Forerunner-managed hosting, the six-month Grace Period shall apply where consistent with the Customer's documented instructions, unless the Customer requests earlier deletion. Retrieval may be provided through a restricted or assisted export mechanism without extending access to the full subscription service.

Where the Customer uses its own database infrastructure, it remains responsible for the data held within that database, while Forerunner remains responsible for Customer Data in systems under its own control. The parties shall cooperate reasonably to identify which information is held in each environment.

Forerunner may charge for optional bespoke transformation, integration or migration work only where agreed in advance and permitted by applicable law. Where Section 17.11 and Schedule 1 apply, no mandatory switching assistance or export shall be made contingent on charges prohibited by the EU Data Act.

17.8 Immediate Deletion Following Termination

The Customer may elect immediate deletion of its Customer Data following termination or at any other time, in accordance with the procedures described in Section 10.4.

Where the Customer requests immediate deletion, Forerunner shall take the necessary steps to delete the applicable Customer Data held within systems under its control, subject to any legal retention requirements and the backup arrangements described in Section 10.4.

The Customer acknowledges that once an immediate deletion request has been processed, the affected information may be permanently inaccessible and may not be recoverable.

A request for deletion of Customer Data shall not, by itself, constitute cancellation or termination of the Customer's subscription or remove any outstanding payment obligations.

17.9 Confidentiality and Continuing Obligations

Termination or expiry of these Terms of Service shall not affect any provisions which are expressly stated to survive termination or which, by their nature, are intended to continue in effect.

These shall include, where applicable:

- Intellectual property rights and ownership provisions.
- Customer Data ownership and associated rights.
- Data protection and confidentiality obligations.
- Outstanding payment obligations.
- Indemnification obligations relating to events occurring before termination.
- Limitations and exclusions of liability.
- Governing law and dispute resolution provisions.

Each party shall continue to comply with any applicable confidentiality and data protection obligations following termination.

17.10 No Waiver of Rights

Termination or cancellation of a subscription shall not prevent either party from exercising any other rights or remedies available under these Terms of Service or applicable law.

Termination shall not release either party from any liability or obligation arising before the effective termination date.

Where any provision of this section conflicts with a separately agreed written subscription agreement, order form or contractual schedule, the separately agreed provision shall take precedence to the extent of the conflict.

17.11 Switching and Data Portability for EU Customers

Where the EU Data Act's rules on switching between data processing services apply to a Customer's subscription, the Customer and Forerunner shall have the additional rights and obligations set out in Schedule 1 (EU Data Act Switching and Exit). That Schedule

shall prevail over any inconsistent provision of Sections 5, 10, 17 or 19 to the extent required by the EU Data Act.

The existence of the standard six-month Grace Period does not, of itself, replace the specific switching process, transition periods, data categories, export methods and charges required by applicable EU law. The parties shall implement Schedule 1 in a manner consistent with the DPA and applicable personal data protection requirements.

18. Confidentiality

18.1 Definition of Confidential Information

For the purposes of these Terms of Service, "Confidential Information" means any information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether before or after entering into these Terms, that is identified as confidential or would reasonably be understood to be confidential given its nature or the circumstances in which it is disclosed.

Confidential Information includes, but is not limited to:

- Business plans, strategies, financial information, pricing and commercial arrangements.
- Technical information, software architecture, source code, designs, specifications and technical documentation.
- Security arrangements, infrastructure configurations, access credentials and security procedures.
- Customer Data, internal records, organisational information, assessments and decision-making materials.
- Unpublished reports, research, policies, methodologies and operational information.
- Information concerning customers, suppliers, employees, partners or other third parties.
- Any information which a party is required to protect under a separate confidentiality obligation.

Confidential Information may be communicated in written, electronic, verbal, visual or any other form.

For the avoidance of doubt, Customer Data shall be treated as Confidential Information where it is not publicly available, subject to the provisions of Section 10 concerning data protection and processing responsibilities.

18.2 Confidentiality Obligations

Each party agrees to:

- Keep the other party's Confidential Information secure and confidential.
- Use Confidential Information only for the purposes of providing, receiving, administering or supporting Decision Wheel and fulfilling its obligations or exercising its rights under these Terms of Service.
- Not disclose Confidential Information to any third party except as expressly permitted under this section.
- Take reasonable technical and organisational measures to protect Confidential Information against unauthorised access, disclosure, alteration, loss or misuse.
- Exercise at least the same degree of care in protecting the other party's Confidential Information as it applies to its own confidential information of a similar nature, and in all circumstances exercise reasonable care.
- Notify the other party of any known or suspected unauthorised disclosure or misuse of its Confidential Information in accordance with Section 18.6.

Neither party shall use the other party's Confidential Information for its own independent commercial advantage or for any purpose unrelated to the agreed relationship between the parties.

18.3 Permitted Disclosure and Protection of Customer Data

Each party may disclose the other party's Confidential Information to its directors, employees, professional advisers, contractors and service providers only where such disclosure is reasonably necessary to fulfil its contractual obligations, exercise its rights under these Terms of Service or comply with applicable law.

Any such disclosure shall be limited to individuals or organisations with a legitimate need to access the information and who are subject to appropriate confidentiality obligations.

Protection and Non-Disclosure of Customer Data

Forerunner acknowledges that Customer Data belongs to the Customer and may contain commercially sensitive, confidential, personal or otherwise protected information.

Forerunner shall not voluntarily disclose, distribute, publish, sell, share or otherwise make Customer Data available to independent third parties for their own purposes.

Forerunner shall only disclose Customer Data:

a) Where expressly authorised or instructed by the Customer, including through the Customer's use of the Service and its authorised user permissions.

b) Where access or processing is strictly necessary for the provision, hosting, maintenance, security or support of Decision Wheel, and is undertaken by Forerunner personnel or approved service providers acting on Forerunner's behalf, subject to

appropriate access restrictions, confidentiality obligations and the applicable Data Processing Agreement.

c) Where disclosure is required by applicable law, a legally binding court order or a lawful requirement issued by a competent regulatory, governmental or judicial authority.

For the avoidance of doubt, the use of Microsoft Azure and other approved infrastructure providers to host, store, transmit or otherwise process Customer Data for the operation of Decision Wheel shall not authorise those providers to disclose or use Customer Data for their own independent purposes.

Legally Required Disclosure

Where Forerunner is legally required to disclose Customer Data, it shall, to the extent legally permitted and reasonably practicable:

- Notify the Customer before making the disclosure.
- Provide reasonable information about the nature and scope of the request.
- Assess whether the request is legally valid and binding.
- Disclose only the information reasonably necessary to comply with the applicable legal requirement.
- Take reasonable steps to protect the confidentiality of any information disclosed.

Forerunner shall not voluntarily provide Customer Data to law enforcement agencies, government bodies, regulatory authorities or other third parties unless authorised by the Customer or required to do so by applicable law. See section 18.5 for more.

Continuing Responsibilities

Forerunner shall ensure that its personnel, contractors and approved subprocessors are subject to appropriate confidentiality and security obligations.

Forerunner shall remain responsible for compliance with its contractual obligations concerning Customer Data and Confidential Information, including the requirements of Sections 8, 10 and 11 and the applicable Data Processing Agreement.

18.4 Exclusions from Confidential Information

The confidentiality obligations in this section shall not apply to information which the Receiving Party can reasonably demonstrate:

- Is or becomes publicly available through no breach of these Terms of Service or other confidentiality obligation.
- Was lawfully known to the Receiving Party before it was disclosed by the Disclosing Party, without any confidentiality restriction.

- Is lawfully received from a third party who is not subject to an obligation of confidentiality in respect of that information.
- Is independently developed by the Receiving Party without using or relying upon the Disclosing Party's Confidential Information.
- Is expressly authorised for disclosure by the Disclosing Party in writing.

The fact that individual elements of information are publicly available shall not automatically mean that a combination, compilation or arrangement of those elements is also publicly available or excluded from confidentiality protection.

18.5 Disclosure Required by Law or Regulatory Authority

Neither party shall be required to withhold Confidential Information where disclosure is expressly required by applicable law, a legally binding court order or a compulsory requirement issued by a competent governmental, judicial, regulatory or law enforcement authority.

However, neither party shall voluntarily disclose the other party's Confidential Information in response to a non-binding request from a third party without the prior written authorisation of the Disclosing Party, unless otherwise expressly permitted under these Terms of Service.

Protection of Customer Data

Forerunner shall not voluntarily disclose Customer Data to government bodies, law enforcement agencies, regulatory authorities or other third parties in response to requests for information, unless expressly authorised by the Customer or legally required to do so.

Where Forerunner receives a request or demand requiring disclosure of Customer Data, it shall, to the extent legally permitted and reasonably practicable:

a) **Verify the legal requirement:** Assess the validity, legal authority, jurisdiction and scope of the request to establish whether disclosure is legally required.

b) **Notify the Customer:** Inform the Customer of the request before disclosing any information, providing reasonable details of the requesting authority, the nature of the information requested and the legal basis for disclosure.

c) **Allow Customer involvement:** Where appropriate, give the Customer a reasonable opportunity to consider the request, make representations or seek legal remedies, provided that doing so does not breach applicable law or prevent compliance with a binding legal obligation.

d) **Challenge inappropriate requests:** Take reasonable steps, where legally permitted and appropriate, to challenge or seek clarification of requests that appear unlawful, excessively broad or unsupported by sufficient legal authority.

e) **Limit disclosure:** Disclose only the information legally required to satisfy the valid request and avoid providing additional Customer Data or Confidential Information beyond that requirement.

f) **Maintain confidentiality:** Take reasonable steps to preserve the confidentiality and security of any information disclosed, including requesting confidential treatment where appropriate and available.

g) **Maintain appropriate records:** Keep reasonable records of legally compelled disclosures, subject to applicable confidentiality, security and legal restrictions.

Restrictions on Notification

Where applicable law prohibits Forerunner from informing the Customer of a disclosure request, Forerunner shall comply with that prohibition.

Where legally permitted and reasonably practicable, Forerunner shall notify the Customer as soon as the relevant restriction no longer applies.

Third-Party Infrastructure Providers

Where Forerunner becomes aware that a hosting provider, infrastructure provider or approved subprocessor has received a legally binding request for Customer Data, Forerunner shall, to the extent permitted by applicable law and its contractual arrangements, take reasonable steps to ensure that appropriate legal verification, notification and disclosure safeguards are applied.

Forerunner shall not authorise its subprocessors to voluntarily disclose Customer Data for purposes unrelated to the provision of Decision Wheel, except where expressly instructed by the Customer or required by applicable law.

Relationship with Other Contractual and Legal Obligations

Any disclosure of Customer Data shall remain subject to the restrictions and safeguards established in Section 18.3, Section 10 and the applicable Data Processing Agreement.

Nothing in this section shall:

- Authorise disclosure of Customer Data for independent commercial purposes.
- Permit disclosure that would otherwise be unlawful under applicable Data Protection Legislation.
- Prevent either party from complying with a legally binding disclosure requirement.
- Restrict the lawful exercise of statutory information access obligations by a Customer that is a public authority, as addressed in Section 18.7.
- Override any mandatory legal obligations or rights that cannot lawfully be excluded or restricted.

Where the applicable Data Processing Agreement establishes additional or more specific requirements concerning disclosure of personal data, those requirements shall apply in accordance with the contractual order of precedence.

18.6 Security and Unauthorised Disclosure

Each party shall notify the other without undue delay upon becoming aware of any actual or reasonably suspected unauthorised access to, disclosure of, loss or misuse of the other party's Confidential Information.

The notification shall, where reasonably practicable, include relevant details of the incident, its known or suspected impact and any steps taken or proposed to contain and address the issue.

Each party shall take reasonable steps to investigate, contain and mitigate the impact of any such incident and cooperate with the other party where reasonably necessary.

Where the incident involves personal data, the relevant notification, investigation and response obligations under Section 10 and the applicable Data Processing Agreement shall also apply.

18.7 Freedom of Information and Environmental Information Requirements

The Customer acknowledges that certain organisations using Decision Wheel, particularly public authorities, local authorities and other public-sector bodies, may be subject to statutory disclosure obligations under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or other applicable information access legislation.

Nothing in these Terms of Service shall require a Customer to withhold information where disclosure is required under applicable information access legislation.

Where a Customer receives a request that may require disclosure of Forerunner's Confidential Information, the Customer shall, where legally permitted and reasonably practicable, notify Forerunner and allow a reasonable opportunity for Forerunner to make representations concerning the confidentiality or commercial sensitivity of the information.

The Customer shall consider any representations received but shall retain responsibility for determining whether disclosure is required and whether any applicable statutory exemption or exception may legitimately be relied upon.

Forerunner acknowledges that the application of statutory exemptions and exceptions is determined by the relevant legislation and the circumstances of each request. The designation of information as Confidential Information under these Terms does not, by itself, guarantee that it will be exempt from disclosure.

18.8 Return and Deletion of Confidential Information

Upon written request by the Disclosing Party, or following termination or expiry of the relevant contractual relationship, the Receiving Party shall, where reasonably practicable, return or securely delete Confidential Information belonging to the Disclosing Party that it no longer requires for a legitimate contractual, operational or legal purpose.

This obligation shall be subject to:

- Any applicable legal or regulatory retention requirements.
- The data retrieval, retention and deletion arrangements set out in Section 10.4.
- The terms of the applicable Data Processing Agreement.
- Information retained within routine system backups, subject to appropriate security and retention controls.

Where Confidential Information is retained under one of these exceptions, it shall remain subject to the confidentiality obligations in this section for as long as it is retained.

Nothing in this section shall override the Customer's six-month data retrieval entitlement or its right to request immediate deletion in accordance with Section 10.4.

18.9 Duration of Confidentiality Obligations

The confidentiality obligations in this section shall apply during the Subscription Term and for five (5) years after expiry or termination, unless a longer period is required by an applicable written agreement or law.

Notwithstanding that general period, non-public Customer Data and other Confidential Information that the Receiving Party continues to hold under the Agreement, the DPA or a legal retention obligation shall remain protected for as long as it is retained. Trade secrets shall remain protected for as long as they retain their legally protected character. Personal data shall in all cases remain subject to applicable Data Protection Legislation and the DPA.

18.10 Publicity and Use of Names or Branding

Neither party shall use the other party's name, logo, trademarks or branding in marketing materials, customer references, case studies, press releases, promotional materials or other public communications without obtaining the other party's prior written consent.

This includes identifying the other party as a Customer, supplier, partner or user of Decision Wheel.

Any agreed use of names, logos or references shall be subject to the scope and conditions of the permission granted.

Nothing in this section shall prevent either party from making disclosures required by law or applicable regulatory obligations.

19. Changes to the Service and Terms of Service

19.1 Continuous Development and Improvement

Forerunner is committed to the ongoing development, maintenance and improvement of Decision Wheel.

The Service is actively developed and may be subject to regular updates, enhancements, bug fixes, performance improvements, security updates and changes to its underlying infrastructure.

Forerunner reserves the right to modify, update and improve the Service as reasonably necessary to maintain its functionality, security, performance, compatibility and continued development.

Wherever reasonably practicable, such changes shall be implemented without planned service downtime, in accordance with the availability commitments described in Section 12.

19.2 Changes to Features and Functionality

Forerunner may introduce new functionality, modify existing features, improve user interfaces, change workflows and make other technical or operational changes to Decision Wheel.

Such changes may include:

- New data collection and form creation capabilities.
- Additional visualisation and reporting functionality.
- Improvements to existing scoring, weighting and decision-making features.
- Changes to user management, permissions and administration.
- Improvements to data processing, storage and security.
- Changes to the platform's underlying architecture and infrastructure.
- Integration with additional third-party services and technologies.

Forerunner shall endeavour to ensure that changes maintain or improve the overall functionality, reliability and usefulness of Decision Wheel.

Changes that do not materially reduce the core functionality included in the Customer's subscription may be introduced without individual Customer approval or advance notification.

19.3 Removal or Modification of Existing Functionality

Forerunner reserves the right to modify, replace, deprecate or remove individual features or functionality where reasonably necessary for technical, operational, security, commercial, legal or developmental reasons.

Where a proposed change would materially reduce functionality expressly included in a Customer's active subscription, Forerunner shall endeavour to provide a substantially equivalent alternative wherever reasonably practicable.

Where the removal or modification of functionality is expected to have a material adverse effect on the Customer's use of the Service, Forerunner shall provide reasonable advance written notice, normally not less than ninety (90) calendar days where practicable.

Where a material reduction in functionality cannot reasonably be avoided or replaced with an equivalent alternative, the Customer may terminate the affected subscription by providing written notice before the change takes effect.

In such circumstances, Forerunner shall refund any subscription fees paid in advance relating to the unused portion of the subscription following the effective termination date.

This provision shall not apply to temporary restrictions or modifications reasonably necessary to address security vulnerabilities, legal requirements, third-party service failures or circumstances covered by Section 16.

The provisions concerning permanent discontinuation of Decision Wheel are separately addressed in Section 17.5.

19.4 Beta and Early Access Functionality

Forerunner may make new, experimental or developmental features available to selected Customers as beta, preview or early access functionality.

Such functionality may be incomplete, subject to limitations or undergoing active development and testing.

Forerunner may modify, suspend, withdraw or discontinue beta or preview functionality at any time, including without advance notice, where reasonably necessary.

Unless expressly agreed otherwise, beta or preview functionality is provided without any specific commitment regarding availability, support, performance or continued inclusion within the Service.

Where beta functionality is made available as part of a Customer's paid subscription, the applicable subscription agreement shall determine whether any additional contractual commitments apply.

19.5 Third-Party Services and Dependencies

Decision Wheel relies on third-party services and technologies, including Microsoft Azure, Microsoft Entra ID and associated infrastructure and software components.

Forerunner may modify, replace or update third-party services and dependencies where reasonably necessary to maintain the security, functionality, performance or compatibility of Decision Wheel.

Where a third-party provider changes, withdraws or discontinues a service or technology upon which Decision Wheel relies, Forerunner shall take reasonable steps to minimise the impact on Customers and, where practicable, provide an alternative arrangement.

Forerunner shall not be required to maintain compatibility with obsolete, unsupported or discontinued third-party services or technologies.

Any resulting material changes to the Service shall be subject to the notification and customer protection provisions of this section, except where immediate action is necessary to address security, legal or operational risks.

19.6 Customer-Specific Hosting and Integrations

Where a Customer uses its own database infrastructure, bespoke integrations or other customer-specific technical arrangements, Forerunner may need to make changes to the Service to maintain compatibility, security and continued operation.

Forerunner shall endeavour to provide reasonable advance notice of changes that may materially affect such arrangements.

The Customer shall be responsible for maintaining the compatibility, availability and security of infrastructure and services under its own control.

Where a proposed change requires additional work, configuration or development outside the scope of the existing subscription, this may be subject to a separate technical assessment, quotation and written agreement between the parties.

19.7 Notification of Service Changes

Where Forerunner considers that a proposed change may materially affect a Customer's use of Decision Wheel, it shall endeavour to provide reasonable advance notification.

Notifications may be provided through:

- Email communications to the Customer's registered administrative contacts.

- Notifications within the Decision Wheel platform.
- Updated product documentation or release notes.
- Other agreed communication channels.

Notification shall, where appropriate, explain the nature of the change, its expected impact and the date on which it is intended to take effect.

Forerunner may implement non-material technical, operational or security changes without providing individual notification.

Where immediate changes are necessary to protect the Service, comply with applicable law or address an urgent security issue, Forerunner may implement such changes without advance notice and shall endeavour to notify affected Customers as soon as reasonably practicable.

19.8 Changes to Subscription Fees and Commercial Arrangements

Subscription fees, billing arrangements, included functionality and any agreed usage limits shall be governed by the applicable order form, quotation or subscription agreement.

Forerunner reserves the right to review and amend its published subscription prices and commercial offerings from time to time.

Any changes to subscription fees shall normally apply to new subscriptions or renewals and shall not automatically alter fees already agreed for an existing fixed subscription period.

Changes to an existing Customer's agreed fees, subscription terms or commercial arrangements shall require agreement between the parties, unless an adjustment is expressly permitted under the applicable subscription agreement or required by law.

Forerunner shall provide reasonable advance notice of any proposed pricing changes affecting an upcoming subscription renewal.

19.9 Changes to These Terms of Service

Forerunner may amend these Terms to reflect changes in applicable law, security needs, technical operation or the development of Decision Wheel. Updated Terms shall identify their version and effective date and shall be made available in a form that Customers can retain.

Non-material clarifications or changes that do not adversely affect a Customer's contractual rights may take effect on publication or on a later stated date. Where a proposed amendment would materially affect a Customer's rights, obligations, fees, liability allocation, data-handling arrangements or ability to use the Service, Forerunner shall ordinarily give at least thirty (30) calendar days' written notice, describing the change and its proposed effective date.

During an existing fixed Subscription Term, a material adverse change shall not bind the Customer without valid agreement unless reasonably necessary to comply with mandatory law, respond to an urgent security threat or give effect to a variation mechanism expressly agreed in the applicable contract. Where an unavoidable materially adverse change is required, the parties shall seek a reasonable solution; if one cannot be reached, the Customer may terminate the affected subscription before the change takes effect and receive a refund of prepaid fees allocable to the unused period, subject to applicable law and any separately negotiated arrangement.

19.10 Effect and Acceptance of Updated Terms

Changes shall take effect prospectively and shall not retrospectively remove accrued rights or liabilities. Where express acceptance is required by law, the existing contractual variation mechanism or the nature of the amendment, Forerunner shall obtain and record that acceptance before relying upon the change.

Continued use of Decision Wheel following a notified effective date may evidence acceptance of non-material changes where lawful and where the Customer has had a reasonable opportunity to review them. It shall not, by itself, be treated as consent to an otherwise unauthorised material variation of a fixed-term agreement.

An Order Form, DPA, SLA or separately negotiated agreement shall remain effective in accordance with Section 21.2 and shall not be overridden merely by publication of revised standard Terms.

20. Force Majeure

20.1 Definition of Force Majeure

For the purposes of these Terms of Service, a "Force Majeure Event" means an event or circumstance beyond the reasonable control of the affected party that prevents, materially delays or substantially impairs that party's ability to perform its contractual obligations, despite the exercise of reasonable care and appropriate preventative measures.

Force Majeure Events may include, but are not limited to:

- Natural disasters, including floods, earthquakes, severe storms, fires and other extreme weather events.
- War, armed conflict, terrorism, civil unrest, riots or acts of sabotage.
- Epidemics, pandemics or public health emergencies.
- Government actions, emergency legislation, sanctions, embargoes or restrictions imposed by competent authorities.
- Widespread failures of electricity supplies, telecommunications networks or internet infrastructure.

- Major failures or prolonged outages affecting Microsoft Azure or other critical third-party infrastructure providers, where such failures are beyond the reasonable control of the affected party.
- Significant cyberattacks, distributed denial-of-service attacks or other malicious activity that could not reasonably have been prevented through appropriate security measures.
- Industrial disputes, strikes or widespread disruption to essential services, where such events are beyond the reasonable control of the affected party.

An event shall not constitute a Force Majeure Event solely because it makes performance more difficult, expensive or commercially inconvenient.

20.2 Effect of a Force Majeure Event

Neither party shall be liable for a failure or delay in performing its obligations under these Terms of Service to the extent that such failure or delay is directly caused by a Force Majeure Event.

The affected party's obligations shall be suspended only to the extent and for the period that performance is prevented or materially impaired by the Force Majeure Event.

The affected party shall remain responsible for fulfilling any obligations that can reasonably continue to be performed despite the event.

Nothing in this section shall excuse the Customer from paying amounts that became properly due and payable before the Force Majeure Event occurred.

20.3 Notification of Force Majeure Events

Where a party becomes aware that a Force Majeure Event is likely to materially affect its ability to fulfil its contractual obligations, it shall notify the other party as soon as reasonably practicable.

Such notification shall, where reasonably possible, include:

- A description of the event and its nature.
- The contractual obligations or services affected.
- The anticipated impact on service availability or performance.
- An estimated duration, where this can reasonably be determined.
- Any measures being taken to mitigate the disruption.

The affected party shall provide reasonable updates where the event continues to materially affect the performance of its obligations.

Failure to provide immediate notification shall not automatically prevent reliance on this section, but the affected party shall remain responsible for any additional avoidable loss directly resulting from an unreasonable failure to notify.

20.4 Mitigation and Business Continuity

The party affected by a Force Majeure Event shall take reasonable steps to minimise the impact of the event and resume normal performance as soon as reasonably practicable.

In the case of Forerunner, such measures may include:

- Investigating the nature and extent of the disruption.
- Working with Microsoft Azure or other relevant infrastructure providers to identify and resolve service failures.
- Implementing appropriate recovery or continuity procedures.
- Restoring affected services or functionality where reasonably practicable.
- Communicating significant developments to affected Customers.

Forerunner shall not be required to implement measures that are technically impracticable, unlawful or grossly disproportionate to the circumstances, but shall act reasonably in seeking to restore the Service.

Where a Force Majeure Event materially prevents the Customer from retrieving its data during the Grace Period, Forerunner shall, where reasonably practicable, extend the retrieval period by the duration of the interruption, provided the affected Customer Data remains available and recoverable.

20.5 Third-Party Infrastructure and Cloud Services

The Customer acknowledges that Decision Wheel relies upon Microsoft Azure and other third-party technologies and infrastructure.

A major or prolonged failure of such infrastructure may constitute a Force Majeure Event where the failure is genuinely beyond Forerunner's reasonable control and could not reasonably have been prevented or overcome through appropriate technical, operational or continuity measures.

Routine service interruptions, foreseeable maintenance requirements, configuration errors, inadequate capacity planning or failures arising from Forerunner's own acts or omissions shall not automatically constitute Force Majeure Events.

Nothing in this section shall remove Forerunner's obligations to exercise reasonable skill and care in the operation, maintenance and security of Decision Wheel.

20.6 Duration and Termination

Where a Force Majeure Event continues for more than sixty (60) consecutive calendar days and materially prevents or substantially impairs the provision or use of Decision Wheel, either party may terminate the affected subscription by providing written notice to the other party.

Where termination occurs under this section:

- The Customer shall remain responsible for fees properly due in respect of services provided before the effective termination date.
- Forerunner shall refund any subscription fees paid in advance relating to the unused portion of the subscription period following the effective termination date.
- Neither party shall be liable to the other solely as a result of termination under this section, except for accrued obligations and liabilities that cannot lawfully be excluded.
- Customer Data shall remain subject to the retention, retrieval and deletion provisions set out in Section 10.4 and the applicable Data Processing Agreement.

Where the Force Majeure Event affects the Customer's ability to retrieve its data, Forerunner shall take reasonable steps to facilitate retrieval once technically practicable, subject to applicable security, legal and operational constraints.

Where a Force Majeure Event prevents retrieval of Customer Data during a post-termination Grace Period, Section 10.4(g) shall apply. No extension shall override the Customer's valid data deletion instructions or mandatory law.

20.7 Continuing Obligations

A Force Majeure Event shall not automatically suspend or remove obligations relating to:

- Confidentiality and the protection of Confidential Information.
- Data protection and information security, to the extent that such obligations remain capable of performance.
- Intellectual property rights and ownership.
- Payment obligations accrued before the Force Majeure Event.
- Any rights or obligations that cannot lawfully be excluded, restricted or suspended.

Each party shall continue to take reasonable steps to protect the other party's information, systems and legitimate interests throughout the duration of the event.

20.8 Relationship with Other Contractual Provisions

This section shall be read alongside the Service Availability and Support provisions in Section 12, the Limitation of Liability provisions in Section 14, and the Termination and Cancellation provisions in Section 17.

Where a separate written agreement or Service Level Agreement expressly establishes different arrangements for force majeure, business continuity or prolonged service disruption, those provisions shall take precedence to the extent of any conflict.

Nothing in this section shall exclude or restrict liability that cannot lawfully be excluded or restricted under applicable law.

21. General Contractual Provisions

21.1 Entire Agreement

These Terms of Service, together with any applicable order form, subscription agreement, Service Level Agreement, Data Processing Agreement and other documents expressly incorporated by reference, constitute the entire agreement between Forerunner and the Customer concerning the provision and use of Decision Wheel.

The agreement supersedes all previous discussions, negotiations, proposals, representations and understandings relating to its subject matter, whether written or verbal, except where expressly incorporated into the agreement.

Each party acknowledges that it has entered into the agreement on the basis of the contractual terms and representations expressly included within it.

Nothing in this section shall exclude or restrict liability for fraud, fraudulent misrepresentation or any other liability that cannot lawfully be excluded or restricted.

21.2 Order of Precedence

Where an inconsistency or conflict arises between documents forming part of the contractual agreement, the following order of precedence shall apply, unless expressly agreed otherwise in writing:

1. Any separately negotiated and signed agreement expressly intended to override these Terms of Service.
2. The applicable Data Processing Agreement, in relation to personal data processing and data protection obligations.
3. The applicable order form or subscription agreement, in relation to commercial terms, subscription scope and customer-specific arrangements.
4. The applicable Service Level Agreement, in relation to service availability, support and service credits.

5. These Terms of Service.
6. Any other documentation expressly incorporated into the agreement.

A higher-priority document shall take precedence only to the extent of the relevant inconsistency or conflict.

The parties shall, wherever reasonably possible, interpret the contractual documents consistently so that each provision is given effect.

Nothing in this section shall override any mandatory requirement of applicable Data Protection Legislation.

21.3 Assignment and Transfer

Neither party may assign or transfer its rights or obligations under these Terms of Service to another party without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

Notwithstanding the above, Forerunner may assign or transfer the agreement to a successor entity in connection with a merger, corporate restructuring, acquisition or sale of substantially all of the business or assets associated with Decision Wheel, provided that:

- The successor assumes the relevant contractual obligations.
- The transfer does not materially reduce the Customer's contractual rights or protections.
- Appropriate arrangements are maintained for the protection of Customer Data and Confidential Information.
- The Customer is notified of the transfer within a reasonable period.

Any assignment or transfer involving personal data shall remain subject to applicable Data Protection Legislation and the Data Processing Agreement.

This provision shall not prevent either party from undergoing a change of ownership or corporate control that does not itself constitute an assignment or transfer of the agreement, subject to any separately agreed contractual restrictions.

21.4 Subcontracting and Third-Party Providers

Forerunner may engage employees, contractors, subcontractors and third-party service providers to assist in the development, hosting, operation, maintenance, security and support of Decision Wheel.

This may include Microsoft Azure and other infrastructure, technology and professional service providers.

Forerunner shall remain responsible for the performance of its contractual obligations, including services performed on its behalf by subcontractors, subject to the limitations and exclusions of liability set out in these Terms of Service.

Where subcontractors or third-party providers process personal data on behalf of Forerunner, their engagement shall be subject to the applicable Data Processing Agreement and relevant data protection requirements.

Nothing in this section shall authorise Forerunner to disclose Customer Confidential Information except as permitted under Section 18.

21.5 Independent Contracting Parties

Forerunner and the Customer are independent contracting parties.

Nothing in these Terms of Service shall create or be construed as creating a partnership, joint venture, agency, employment relationship or fiduciary relationship between the parties.

Neither party shall have authority to enter into agreements, make representations, incur liabilities or otherwise bind the other party without its prior written authorisation.

Each party shall remain responsible for its own employees, contractors, operations and business activities.

21.6 Waiver of Rights

A failure or delay by either party to exercise any right, power or remedy under these Terms of Service shall not constitute a waiver of that right, power or remedy.

A waiver shall only be effective where expressly made in writing by the party granting it.

Any waiver shall apply only to the specific circumstances for which it is given and shall not constitute a waiver of any subsequent breach or other contractual right.

The exercise of a right or remedy on one occasion shall not prevent its further exercise where permitted by these Terms or applicable law.

21.7 Severability

If any provision of these Terms of Service is determined by a court or other competent authority to be invalid, unlawful or unenforceable, that provision shall, to the extent necessary, be treated as severed from the agreement.

The remaining provisions shall continue in full force and effect, provided that the fundamental purpose and commercial intent of the agreement can reasonably be maintained.

Where reasonably practicable, the parties shall seek to agree a lawful and enforceable replacement provision that most closely reflects the original commercial intent of the affected provision.

21.8 Amendments and Variations

Changes to these Terms of Service shall be governed by the provisions of Section 19.

Except as expressly permitted under Section 19 or another provision of the agreement, any amendment to a separately negotiated contractual arrangement shall require written agreement between the parties.

Such amendments may be documented through an updated order form, written variation, supplemental agreement or other mutually accepted written instrument.

Terms contained in a Customer's purchase order, procurement document, acknowledgement or other administrative documentation shall not amend or override these Terms of Service unless expressly accepted in writing by Forerunner.

Nothing in this section shall prevent the parties from agreeing additional services, revised subscription arrangements or customer-specific contractual provisions.

21.9 Notices and Communications

Formal notices relating to breach, termination, material contractual changes or other legal rights under the Agreement must be in writing and sent to the contractual contact details stated in the applicable Order Form or subsequently confirmed in writing.

Unless a different legal-notices address has been agreed, notices to Forerunner may be emailed to sales@decisionwheel.io; technical support requests should be sent to support@decisionwheel.io. Notices to the Customer may be sent to its designated contractual or administrative contact. Both parties must keep these details current and promptly notify the other of changes.

Email notices are deemed received on the next Business Day following transmission if no delivery failure notification has been received; a notice arriving after UK Office Hours shall be treated as received at the start of the next Business Day. Notices sent by prepaid post within the United Kingdom are deemed received two Business Days after posting; international postal notices are deemed received on documented delivery. These presumptions may be displaced by reliable contrary evidence.

Routine operational notices, platform notifications and release notes may also be sent through the Service where permitted. Nothing in this section governs service of formal legal proceedings where separate procedural rules apply.

21.10 Third-Party Rights

Except where expressly stated otherwise, these Terms of Service are intended solely for the benefit of Forerunner and the Customer.

No person or organisation that is not a party to the agreement shall have any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

This provision shall not affect any rights or remedies available to third parties independently of that Act.

The parties may vary, amend or terminate the agreement in accordance with its terms without requiring the consent of any person who is not a party to the agreement, except where applicable law expressly requires otherwise.

21.11 Electronic Agreements and Signatures

The parties acknowledge that Decision Wheel is provided as an online software service and that contractual arrangements may be entered into electronically.

Where permitted by applicable law, these Terms of Service, order forms, subscription agreements and related contractual documents may be accepted or executed electronically.

Electronic acceptance may include agreement through an online registration or subscription process, the use of an electronic signature or another method that clearly records the accepting party's intention to be bound.

Where an agreement requires signature, it may be executed in counterparts, including electronically, with each counterpart forming part of the same agreement.

Each party agrees that an agreement shall not be denied legal effect solely because it has been entered into or signed electronically, provided that the applicable legal requirements for its formation and execution have been satisfied.

21.12 Non-Exclusivity

The relationship between Forerunner and the Customer shall be non-exclusive.

Forerunner may provide Decision Wheel and related products or services to other customers, including organisations operating in the same or similar sectors as the Customer.

The Customer may use other software, platforms or services alongside or instead of Decision Wheel, subject to its contractual commitments.

Nothing in this section shall permit either party to disclose or misuse the other party's Confidential Information, intellectual property or Customer Data.

21.13 Interpretation

Unless the context requires otherwise, the following principles shall apply when interpreting these Terms of Service:

- References to legislation shall include any applicable amendments, replacements or re-enactments.
- References to a party shall include its permitted successors and assigns.
- Words expressed in the singular shall include the plural, and vice versa.

- References to a person shall include individuals, companies, partnerships, public authorities and other legal entities where appropriate.
- The terms "including", "includes" and similar expressions shall be interpreted as illustrative and shall not limit the generality of the preceding words.
- References to sections shall mean sections of these Terms of Service unless otherwise stated.

Section headings are included for convenience and ease of reference and shall not affect the interpretation of the agreement.

21.14 Rights and Remedies

Except where expressly stated otherwise, the rights and remedies available to either party under these Terms of Service shall be cumulative and shall not exclude any other rights or remedies available under applicable law.

The exercise of one right or remedy shall not prevent the exercise of another, provided that doing so does not result in an impermissible duplicate recovery.

All rights and remedies shall remain subject to the applicable limitations and exclusions of liability set out in Section 14.

21.15 Survival of Provisions

The expiry or termination of these Terms of Service shall not affect any rights, obligations or liabilities that have accrued before the effective date of termination.

Any provisions that are expressly stated to survive termination, or which by their nature are intended to continue beyond termination, shall remain effective in accordance with their terms.

This shall include, where applicable, the continuing obligations identified in Section 17.9, together with any other provisions necessary to give effect to those obligations.

22. Governing Law and Jurisdiction

22.1 Governing Law

These Terms of Service, together with any applicable order form, subscription agreement and other contractual documents forming part of the agreement between Forerunner and the Customer, shall be governed by and construed in accordance with the laws of England and Wales.

This choice of governing law shall apply to all contractual disputes, claims and obligations arising out of or in connection with the agreement, including disputes relating to its formation, interpretation, performance, breach, termination or validity.

To the extent permitted by applicable law, the laws of England and Wales shall also govern non-contractual obligations arising out of or in connection with the agreement.

Nothing in this section shall exclude or restrict the application of any mandatory law or statutory protection that cannot lawfully be excluded by contractual agreement.

22.2 Jurisdiction

Subject to Section 22.5 and any mandatory legal requirements to the contrary, the courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute, claim or proceeding arising out of or in connection with these Terms of Service or the contractual relationship between Forerunner and the Customer.

Each party agrees to submit to the exclusive jurisdiction of those courts for the resolution of such disputes.

Where a separately negotiated and signed agreement expressly specifies an alternative governing law or jurisdiction, the provisions of that agreement shall take precedence to the extent of the relevant inconsistency.

22.3 Amicable Resolution of Disputes

Forerunner and the Customer agree to make reasonable efforts to resolve disputes arising under these Terms of Service through good-faith discussions before commencing formal legal proceedings.

Where a dispute arises, either party may notify the other in writing, providing reasonable details of:

- The nature and circumstances of the dispute.
- The contractual provisions or obligations concerned, where applicable.
- The outcome or remedy being sought.
- Any relevant supporting information reasonably available.

Following receipt of such notice, the parties shall endeavour to resolve the dispute through discussions between appropriately authorised representatives.

The parties shall allow a period of thirty (30) calendar days following receipt of the dispute notice to attempt an amicable resolution, unless they agree to a different period in writing.

Where a dispute cannot be resolved within that period, either party may pursue the remedies available under these Terms of Service or applicable law.

Nothing in this section shall prevent either party from seeking urgent interim relief, taking action necessary to preserve a legal right before the expiry of a limitation period, or complying with a mandatory legal or regulatory requirement.

22.4 Alternative Dispute Resolution

Where a dispute cannot be resolved through direct discussions, the parties may, by mutual written agreement, refer the matter to mediation or another appropriate form of alternative dispute resolution.

Any such process shall be conducted in accordance with procedures agreed between the parties, including arrangements concerning the appointment of an independent mediator and the allocation of associated costs.

Unless otherwise agreed in writing, participation in mediation or alternative dispute resolution shall be voluntary and shall not prevent either party from commencing legal proceedings following the dispute resolution period described in Section 22.3.

22.5 Interim and Protective Relief

Notwithstanding the exclusive jurisdiction provisions of Section 22.2, either party may seek urgent interim or protective relief from any court of competent jurisdiction where reasonably necessary to protect its legitimate rights or interests.

Such relief may include temporary injunctions or other interim measures relating to:

- The protection of Confidential Information.
- The prevention of unauthorised use or disclosure of intellectual property.
- The protection of Customer Data or information systems.
- The prevention of significant or irreparable harm.

An application for interim or protective relief shall not, by itself, constitute a waiver of the exclusive jurisdiction provisions of Section 22.2 in respect of the substantive dispute.

Either party may also seek recognition or enforcement of a judgment issued by the courts of England and Wales in any jurisdiction where recognition or enforcement is available under applicable law.

22.6 International Customers and Mandatory Local Laws

Decision Wheel may be made available to Customers established or operating in the United Kingdom, the European Union and other jurisdictions worldwide.

The parties acknowledge that certain laws and regulatory requirements may apply to a Customer or its use of the Service regardless of the governing law selected under these Terms of Service.

Nothing in these Terms shall exclude, restrict or override:

- Mandatory provisions of applicable law that cannot be displaced by contractual agreement.

- Applicable data protection and privacy obligations, including those arising under UK Data Protection Legislation and the EU General Data Protection Regulation, where relevant.
- Rights of individuals, including data subjects, to bring claims or complaints before competent courts or supervisory authorities where such rights are provided by applicable law.
- Mandatory jurisdictional requirements that cannot lawfully be varied by agreement.
- Any other statutory rights or remedies that cannot lawfully be excluded or restricted.

The Customer shall remain responsible for ensuring that its own use of Decision Wheel complies with laws and regulatory requirements applicable to its operations, activities and data processing, as provided elsewhere in these Terms.

Forerunner shall remain responsible for compliance with the laws and regulatory requirements applicable to its own provision and operation of the Service.

22.7 Customer-Specific Jurisdictional Arrangements

Forerunner acknowledges that certain Customers, including public authorities, government bodies, regulated organisations and international institutions, may be subject to procurement requirements or other legal or contractual restrictions concerning governing law and jurisdiction.

Where appropriate, Forerunner may agree alternative governing law, jurisdiction or dispute resolution provisions with a Customer through a separately negotiated written agreement.

Any such arrangement must be expressly agreed by authorised representatives of both parties and shall apply only to the contractual relationship for which it is agreed.

The existence of a customer-specific arrangement shall not alter the standard governing law or jurisdiction provisions applicable to other Customers.

22.8 Language of the Agreement

Unless expressly agreed otherwise in writing, these Terms of Service and the associated contractual documents shall be prepared and interpreted in the English language.

Where translations are provided for convenience, the English-language version shall prevail in the event of any inconsistency or ambiguity, to the extent permitted by applicable law.

Nothing in this section shall prevent the parties from agreeing to use another language for customer communications, documentation or contractual arrangements.