



Magic Notes General Terms of Service

Beam Up Ltd is a company registered in England & Wales under registration number 10637337, whose registered office is at Senna Building, Gorsuch Place, London E2 8JF ("**Beam**"). These general terms of service (the "**Terms**") govern the Customer's use of the Product (defined below) as set out in any applicable order form (the "**Order Form**"). These Terms and any Order Form together form a legally binding contract between Beam and the Customer (the "**Agreement**"). The Agreement comes into effect on the earlier of: (i) the Customer's use of any part of the Product; or (ii) the acceptance of the Agreement, whether by signing an Order Form, communicating acceptance in writing or selecting a check box indicating acceptance (the "**Effective Date**").

In the event that the Customer receives a trial or pilot of the Product (whether paid or provided free of charge) (the "**Trial**"), the applicable provisions of these Terms will govern the Trial and an agreement shall come into effect between Beam and the Customer whether or not an Order Form has been put in place.

The Product may not be accessed for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. Definitions

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

- a. **Additional Fees** has the meaning given to it in clause 3.2.
- b. **Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- c. **Contract Year** means a 12 month period commencing on the Effective Date or any anniversary of it.
- d. **Customer** means the customer identified in the Order Form.
- e. **Customer Data** means the data inputted by the Customer, Users, or Beam on the Customer's behalf for the purpose of using the Product or facilitating the Customer's use of the Product.
- f. **Effective Date** has the meaning ascribed to it above in the preamble.
- g. **Heightened Cybersecurity Requirements** means any laws, regulations, codes, guidance (whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to the Customer or any User of the Product relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.
- h. **Initial Subscription Term** means the initial term of this agreement as set out in an Order Form.
- i. **Normal Business Hours** means 9.00 am to 5.00 pm local UK time, each Business Day.

- j. **Output** means the output generated by the Product under the direction of the User;
- k. **Product** means the Magic Notes software tool provided by Beam to the Customer under this Agreement as set out in an Order Form from time to time.
- l. **Product Subscription**: the product subscription purchased by the Customer pursuant to clause 9.1 which entitles the Customer to access and use the Product in accordance with this Agreement.
- m. **Renewal Period**: the period described in clause 14.1.
- n. **Subscription Fees** means the subscription fees payable by the Customer to Beam for the User Subscriptions, as set out in an Order Form.
- o. **Subscription Term** has the meaning given to it in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).
- p. **Users** means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Product and are set up with a unique account and log in credentials.
- q. **Virus** means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- r. **Vulnerability** means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

2. Product Subscription

- 2.1. Subject to the Customer purchasing the Product Subscription, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, Beam hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit its Users to use the Product during the Subscription Term solely for the Customer's internal business operations.
- 2.2. In relation to the Users, the Customer undertakes that:
 - a. each User shall keep a secure password for their use of the Product and that each User shall keep their password confidential (if applicable); and
 - b. when using Single Sign-On, each User shall maintain the security of their devices and email accounts;
 - c. it shall maintain a written, up to date list of current Users and provide such list to Beam within 5 Business Days of Beam's written request at any time or times.
- 2.3. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Product that:

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

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

2.4. The Customer shall not:

- a. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Product (as applicable) in any form or media or by any means; or
 - ii. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product; or
- b. access all or any part of the Product in order to build a product or service which competes with the Product; or
- c. use the Product to provide services to third parties; or
- d. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Product available to any third party except the Users, or
- e. attempt to obtain, or assist third parties in obtaining, access to the Product, other than as provided under this clause 2; or
- f. introduce or permit the introduction of, any Virus or Vulnerability into the Product or Beam's network and information systems.

2.5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Product and, in the event of any such unauthorised access or use, promptly notify Beam.

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

3. Additional Product Subscription

3.1. Subject to clauses 3.2 and 3.3, the Customer may, from time to time during any Subscription Term, purchase an additional Product Subscription to provide additional subscription hours in excess of the number set out in the Order Form and Beam shall



grant access to the Product for the additional subscription hours in accordance with the provisions of this Agreement.

- 3.2. If the Customer wishes to purchase an additional Product Subscription, the Customer shall notify Beam in writing. Beam shall evaluate such request and respond to the Customer with approval or rejection of the request and confirmation of the applicable additional Subscription Fees (the “**Additional Fees**”). Where Beam approves the request, Beam shall activate the additional Product Subscription upon receipt of the Additional Fees from the Customer.
- 3.3. If Beam approves the Customer's request to purchase an additional Product Subscription, the Customer shall, within 30 days of the date of Beam's invoice, pay to Beam the Additional Fees.

4. Product availability

- 4.1. Beam shall, during the Subscription Term, provide the Product to the Customer on and subject to the Agreement.
- 4.2. Beam shall use commercially reasonable endeavours to make the Product generally available except for:
 - a. planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - b. unscheduled maintenance performed outside Normal Business Hours, provided that Beam has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.
- 4.3. Beam will provide the Customer with its standard customer support services during Normal Business Hours as amended from time to time thereafter by agreement between the parties.

5. Data protection

- 5.1. The parties agree that the data processing Annex attached to these terms shall govern any data processing carried out pursuant to the Agreement.

6. Third party providers

The Customer acknowledges that the Product may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Beam makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Beam. Beam recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Beam does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Product.

7. Supplier's obligations

- 7.1. Beam shall use reasonable skill and care in the provision of the Product to the Customer.

- 7.2. Beam's obligations in clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Product contrary to Beam's instructions, or modification or alteration of the Product by any party other than Beam or Beam's duly authorised contractors or agents. If the Product does not conform with the terms of clause 7.1, Beam will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.
- 7.3. Beam:
- a. does not warrant that:
 - i. the Customer's use of the Product will be uninterrupted or error-free;
 - ii. that the Product and/or the information obtained by the Customer through the Product will meet the Customer's requirements;
 - iii. the Product will be free from Vulnerabilities or Viruses; or
 - iv. the Product will comply with any Heightened Cybersecurity Requirements.
 - b. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Product may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.4. The existence of this Agreement shall not prevent Beam from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 7.5. Beam warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.
- 7.6. Beam shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy, as such document may be amended by Beam in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Beam shall be for Beam to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Beam in accordance with the archiving procedure described in its Back-Up Policy. Beam shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Beam to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

8. Customer's obligations

- 8.1. The Customer shall:
- a. provide Beam with:
 - i. all necessary co-operation in relation to this Agreement; and
 - ii. all necessary access to such information as may be required by Beam;

in order to provide the Product, including but not limited to Customer Data, security access information and configuration services;

- b. without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - c. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Beam may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - d. ensure that the Users use the Product in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;
 - e. obtain and shall maintain all necessary licences, consents, and permissions necessary for Beam, its contractors and agents to perform their obligations under this Agreement;
 - f. ensure that its network and systems comply with the relevant specifications provided by Beam from time to time; and
 - g. be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Beam's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 8.2. The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

9. Charges and payment

- 9.1. The Customer shall pay the Subscription Fees to Beam for the Product Subscription in accordance with this clause 9 and any Order Form and the support fees in accordance with clause 4.3.
- 9.2. The Customer shall on the Effective Date provide to Beam valid, up-to-date and complete credit card details or approved purchase order information acceptable to Beam and/or any other relevant valid, up-to-date and complete contact and billing details.
- 9.3. The Order Form shall set out the billing arrangements agreed with the Customer.
- 9.4. Where the Customer has agreed to pay by credit card, it hereby authorises Beam to bill such credit card:
- a. on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - b. subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period.
- 9.5. Where the Customer has agreed to pay by way of remittance following an invoice, Beam shall invoice the Customer:

- i. on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - ii. subject to clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,and the Customer shall pay each invoice within 30 days after the date of such invoice.
- 9.6. If Beam has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Beam:
 - a. Beam may, on no less than 5 Business Days' notice to the Customer and without liability to the Customer, disable the Customer's password, account and access to all or part of the Product and Beam shall be under no obligation to provide access to the Product while the invoice(s) concerned remain unpaid; and
 - b. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England from time to time (save for where such rate is less than 0% in which case the annual rate applicable shall be 3%), commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.7. All amounts and fees stated or referred to in this Agreement:
 - a. shall be payable in pounds sterling;
 - b. are non-cancellable and non-refundable;
 - c. are exclusive of value added tax, which shall be added to Beam's invoice(s) at the appropriate rate.
- 9.8. Beam shall be entitled to increase the Subscription Fees, the Additional Fees and/or the support fees payable by the Customer at the start of each Renewal Period upon 90 days' prior notice to the Customer and the Order Form shall be deemed to have been amended accordingly.

10. Proprietary rights

- 10.1. The Customer acknowledges and agrees that Beam and/or its licensors own all intellectual property rights in the Product. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Product.
- 10.2. Beam confirms that it has all the rights in relation to the Product that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 10.3. In consideration of and conditional upon the Customer's payment of the Fees and subject to the terms and conditions of this Agreement, Beam grants to the Customer a non-exclusive, non-transferable, irrevocable, royalty free licence to the Output for the duration of the Subscription Term.
- 10.4. Beam retains all right and title in the Output and the Customer shall not sub-license, assign or transfer the benefit of the licence to any third party or attempt to reverse engineer, decompile or disassemble any software comprised in the Output.

11. Confidentiality

- 11.1. Each party undertakes that it shall not disclose to any person any confidential information (which is information marked as confidential or which the recipient ought to know is confidential given its nature of the circumstances in which it is shared) except:
- a. to its employees, officers, representatives or advisers who need to know such information for the purposes of performing its obligations under these terms. Each party shall ensure those to whom it discloses confidential information will comply with these confidentiality requirements; or
 - b. as may be required by law, a court of competent jurisdiction or any governmental authority.
- 11.2. No party shall use the other party's confidential information other than to perform its obligations under the Agreement.
- 11.3. These confidentiality obligations shall not apply to confidential information which:
- a. is in the possession of and is at the free disposal of either party, or is published or is otherwise in the public domain prior to the receipt of such information by the other;
 - b. is or becomes publicly available on a non-confidential basis through no fault of the party receiving the confidential information; or
 - c. is received in good faith by either party from a third party who claims to have no obligations of confidence in respect of such information and imposes no obligations of confidence upon the party receiving the confidential information.
- 11.4. These confidentiality obligations will survive for 5 years from the date of termination or expiry of this Agreement.

12. Indemnity

- 12.1. The Customer shall defend, indemnify and hold harmless Beam against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Product (a "Claim"), provided that:
- a. the Customer is given prompt notice of any such claim;
 - b. Beam provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - c. the Customer is given sole authority to defend or settle the claim.
- 12.2. Beam shall defend the Customer, its officers, directors and employees against any Claim that the Customer's use of the Product in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- a. Beam is given prompt notice of any such claim;
 - b. the Customer does not make any admission, or otherwise attempt to compromise or settle the Claim and provides reasonable co-operation to Beam in the defence and settlement of such claim, at Beam's expense; and

- c. Beam is given sole authority to defend or settle the claim.
- 12.3. In the defence or settlement of any Claim, Beam may procure the right for the Customer to continue using the Product, replace or modify the Product so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4. In no event shall Beam, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - a. a modification of the Product by anyone other than Beam; or
 - b. the Customer's use of the Product in a manner contrary to the instructions given to the Customer by Beam; or
 - c. the Customer's use of the Product after notice of the alleged or actual infringement from Beam or any appropriate authority; or
 - d. the Customer's breach of this Agreement.
- 12.5. The foregoing and clause 13.4 states the Customer's sole and exclusive rights and remedies, and Beam's (including Beam's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. Limitation of liability

- 13.1. Except as expressly and specifically provided in this Agreement:
 - a. the Customer assumes sole responsibility for results obtained from the use of the Product by the Customer, and for conclusions drawn from such use. Beam shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to Beam by the Customer in connection with the Product, or any actions taken by Beam at the Customer's direction;
 - b. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
 - c. the Product is provided to the Customer on an "as is" basis.
- 13.2. Nothing in this Agreement excludes the liability of either party for death or personal injury caused by its negligence; for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.
- 13.3. Subject to 13.1 and 13.2, neither party shall have any liability for any: loss of profits, loss of business, wasted expenditure, depletion of goodwill and/or similar losses, loss or corruption of data or information, or any special, indirect or consequential loss, costs, damages, charges or expenses.
- 13.4. Beam's total aggregate liability to the Customer (including in respect of the indemnity at clause 12.2), in respect of all breaches of duty occurring within any Contract Year shall not exceed of the total Subscription Fees paid in the Contract Year in which the breaches occurred.

- 13.5. If Beam's breaches committed in more than one Contract Year give rise to a single claim or a series of connected claims, Beam's total liability for those claims shall be limited to the total Subscription Fees paid in the Contract Year with the highest spend.
- 13.6. References to liability in this clause 13 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.7. Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of Beam's Intellectual Property Rights.

14. Term and termination

- 14.1. The Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a "**Renewal Period**"), unless:
 - a. either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - b. otherwise terminated in accordance with the provisions of this Agreement;and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "**Subscription Term**".
- 14.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - a. the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - b. the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - c. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due;
 - d. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - e. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or
 - f. there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 14.3. On termination of this Agreement for any reason:
 - a. all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Product;

- b. Beam may destroy or otherwise dispose of any of the Customer Data in its possession unless Beam receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Beam shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Beam in returning or disposing of Customer Data; and
- c. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. Force majeure

Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

16. General

- 16.1. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.2. A waiver of any right or remedy is only effective if given in writing and signed on behalf of both parties.
- 16.3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.4. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 16.5. The Customer shall not, without the prior written consent of Beam, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 16.6. Beam may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 16.7. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and

neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

- 16.8. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 16.9. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 16.10. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales and the courts of England & Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Annex
Data Processing Agreement

1. Definitions

In this Annex, unless the context otherwise requires, the following expressions have the following meanings:

Customer Personal Data means the personal data processed by Beam on behalf of the Customer under this Agreement.

Data Protection Laws means all applicable data protection and privacy legislation in force in the United Kingdom, including but not limited to as amended, updated or replaced from time to time.

Data controller, data processor, personal data, processing and appropriate technical and organisational measures shall each have the meanings given to them in the UK GDPR.

DP Regulator means a valid supervisory authority (as defined under the UK GDPR), which in the UK is the Information Commissioner's Office.

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data.

Sub-Processor(s) means any processor, including any agent, sub-contractor or other third party, engaged by Beam (or by any other Sub-Processor) for carrying out any processing activities in respect of the Customer Personal Data.

2. Data protection roles and relationship

- 2.1. The Parties acknowledge that the Customer is the data controller of the Customer Personal Data provided by the Customer to Beam (or accessed by Beam) and Beam is the data processor of the Customer Personal Data.
- 2.2. Both Parties will comply with all applicable requirements of Data Protection Laws in relation to personal data that is shared or processed under this Agreement. This Agreement does not relieve, remove or replace, a Party's obligations or rights under applicable Data Protection Laws.
- 2.3. The data processing activities anticipated under this Agreement are described in the Data Processing Schedule to this Annex.

3. Data processing obligations

- 3.1. Each Party shall maintain records which indicate how that Party processes personal data under its responsibility. These records will contain at least the

minimum information required by the Data Protection Laws and each Party shall make that information available to any DP Regulator on request.

- 3.2. To the extent that Beam processes Customer Personal Data on behalf of the Customer, Beam shall:
 - 3.2.1. process that Customer Personal Data only on the documented instructions of the Customer, which shall include processing the Customer Personal Data to the extent necessary for the provision of the Product, unless Beam is otherwise required by applicable laws. Beam shall notify the Customer if its instructions infringe Data Protection Laws or other applicable laws;
 - 3.2.2. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, including as appropriate:
 - 3.2.2.1. the pseudonymisation and encryption of Customer Personal Data;
 - 3.2.2.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 3.2.2.3. have measures in place designed to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and
 - 3.2.2.4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
 - 3.2.3. maintain the confidentiality of the Customer Personal Data, not disclose the Customer Personal Data to any third party other than as required or authorised to do so under this Agreement and ensure that any personnel engaged and authorised by Beam to process Customer Personal Data have committed themselves to obligations of confidentiality and have received training on the topic of personal data protection;
 - 3.2.4. assist the Customer in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under applicable Data Protection Laws. This process shall be provided (at the Customer's cost) and shall include:
 - 3.2.4.1. recording and referring all requests and communications received from data subjects or any DP Regulator to the Customer which relate to any Customer Personal Data promptly (and in any event within five days of receipt); and
 - 3.2.4.2. not responding to any such requests without the Customer's express written approval and strictly in accordance with the Customer's instructions unless and to the extent required by applicable law.

3.2.5. promptly (and in any event within 24 hours from becoming aware):

3.2.5.1. notify the Customer if it (or any of the Sub-Processors or Beam personnel) becomes aware of any actual occurrence of any Personal Data Breach in respect of any Customer Personal Data; and

3.2.5.2. provide all information as the Customer reasonably requires to report the circumstances to a DP Regulator and to notify affected data subjects under Data Protection Laws.

3.3. Where Beam is relying on applicable laws as the basis for processing Customer Personal Data under clause 3.2 (a) above, Beam shall use reasonable efforts to notify the Customer of this before performing the processing required by the applicable laws unless those applicable laws prohibit Beam from notifying the Customer.

4. Sub-processors

4.1. The Customer hereby provides its prior, general authorisation for Beam to appoint Sub-Processors to process the Customer Personal Data, provided that Beam:

4.1.1. Shall procure that we have and shall enforce terms that are materially similar to those imposed on Beam in this Annex; and

4.1.2. shall remain responsible for the acts and omissions of any such Sub-Processor as if they were the acts and omissions of Beam.

4.2. The Customer acknowledges and agrees that Beam engages Sub-Processors in its day-to-day operations to support the provision of services under this Agreement. The Customer provides its general authorisation for Beam to use and change such Sub-Processors without the need for prior notice or approval, provided that Beam remains responsible for their compliance with applicable Data Protection Laws.

4.3. The Customer further acknowledges that, as of the Effective Date, Beam also engages certain Sub-Processors specifically for the operation of the Product. A list of these Sub-Processors is available upon request. Beam shall notify the Customer in writing at least 30 days in advance of any intended addition or replacement of these Product related Sub-Processors. A failure to respond to such notification will be deemed acceptance of its terms. If the Customer objects to the change and can demonstrate, in Beam's reasonable opinion, that the objection is due to an actual or likely breach of applicable Data Protection Laws, the Customer may terminate the affected services by providing written notice prior to the effective date of the change. Such termination shall be the Customer's sole and exclusive remedy in relation to the objection.

5. Data transfers

- 5.1. Beam may transfer Customer Personal Data within the United Kingdom and European Economic Area as required to process the Customer Personal Data under this Agreement, provided that Beam shall ensure that all such transfers are made in accordance with applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Beam, including any request to enter into standard data protection clauses to safeguard international transfers, as adopted by the UK Information Commissioner.

6. Audit

- 6.1. Beam shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of the Customer.
- 6.2. Such records shall include all information necessary to demonstrate its compliance with this Agreement and the information referred to in Articles 30(1) and 30(2) of the UK GDPR.
- 6.3. Beam shall make copies of such records referred to in this clause 6 available to the Customer promptly on written request by the Customer.
- 6.4. Beam shall (and shall ensure all Sub-Processors shall) promptly on written request by the Customer make available to the Customer (at no cost the Customer) such information as is reasonably required to demonstrate Beam's compliance with their obligations under this Agreement and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by the Customer (or another auditor instructed by the Customer) for this purpose annually (if requested) and in the event of an actual or suspected Personal Data Breach.
- 6.5. Except in the event of an actual or suspected Personal Data Breach, the Customer shall provide no less than 30 business days' notice to Beam of any audit under this clause 6 and shall use reasonable endeavours to cause minimal disruption to Beam's business during any such audit.

Data processing schedule

| | |
|--|-----------------|
| Data Protection Officers or Contact Person | Beam |
| | Name: |
| | Email: |
| | |
| | Customer |
| | Name: |
| | Email: |

| | |
|---|--|
| | |
| Subject matter and nature of processing: | <p>Providing AI-powered note-taking service that records meetings to generate secure, customisable notes, summaries, and reports for frontline professionals.</p> <p>This involves data collection, storage, summarisation, analysis, communication, and hosting. Specific activities include recording meetings, transcribing and summarising conversations, analysing user feedback, managing customer communications, and providing customer support. Beam processes Customer Personal Data only on the documented instructions of the Customer, to the extent necessary for providing the Product. Business Purposes: To deliver and enhance AI-powered note-taking services (Magic Notes), manage customer relationships, facilitate user authentication, gather onboarding information, and offer customer support, ultimately reducing administrative burden and improving customer interactions.</p> |
| Identity of Controller and Processor for each Category of Personal Data: | The Customer is the data controller of the Customer Personal Data provided to Beam and Beam is the data processor of this data. |
| Duration of Processing: | Processing will occur from the start of the Customer subscription to the Services until the end of the customer-defined retention period or as otherwise required for Beam to comply with its legal obligations. Data related to the program (e.g., contract performance, correspondence) will be retained for 6 years following the date of termination of the Services agreement. |
| Type of Personal Data: | <p><u>Customer Personal Data:</u></p> <p>Customer/Service Users and Connected Individuals: Names, unique reference numbers, postal addresses, contact details (email, phone),</p> |

| | |
|------------------------------------|---|
| | <p>date of birth/age, National Insurance Number, NHS Number, employment status/employer details, financial information, details of family members/carers/next of kin, other agencies involved, family composition/relationships/support network, housing status, language and interpreter needs, referral/assessment information, GP details, risk factors, personal experience.</p> <p>Special Category Data (as applicable): Physical and mental health data (including disabilities, illnesses, mental health difficulties, behavioural difficulties), racial or ethnic origin, trade union membership, political opinions, religious or philosophical beliefs, sexual life/orientation, criminal conviction data.</p> <p><u>Customer's Employees/Staff:</u> Names, contact details (email, phone), job title, user profile information (username, password) for application access.</p> |
| Categories of Data Subject: | Customer Staff, members of the public receiving support (service users), and connected individuals. |
| Approved Sub-Processors: | <p>The Customer provides authorisation for Beam to appoint the Sub-Processors listed on https://trust.beam.org/.</p> |