

BOARD INTELLIGENCE LIMITED SERVICE AGREEMENT

Parties

- 1) **Board Intelligence Ltd** registered company number 04529306 whose registered office is located at 24 Cornhill, London, EC3V 3ND (“**Board Intelligence**” or “**BI**”), and
- 2) [**CLIENT**] registered company number [] whose registered office is located at [] (the “**Client**”).

Each a “Party” and together the “Parties”

This service agreement (“Service Agreement”) together with the Framework Agreement and Order agreed by and between the Parties constitutes the agreement between Board Intelligence and the Client (the Services Agreement, Framework Agreement and Order are collectively referred to as the “Agreement”). In the event of any conflict between the documents the parties shall refer to the Order Form, set out in Framework Schedule 6 under the heading Call-Off Incorporated Terms to determine the priority of the documents.

How these terms and conditions apply

Part 1: applies to all Services

Part 2: applies only if the Client buys the Board Portal

Part 3: applies only if the Client buys Services that include artificial intelligence (**AI**) software, tools, or technologies (**AI tools**) (as set out in the Order)

Part 1

1. Interpretation

1.1. The following definitions and rules of interpretation apply in these Terms:

Affiliates: another entity that controls, is controlled by, or is under common control with, a Party. Control means ownership, directly or indirectly, of over 50% of the entire ownership interest in any entity or of an entity’s voting stock, or the right and power to direct an entity’s affairs.

Application: the online platform provided by BI as part of the Services identified in the Order.

BI: Board Intelligence Ltd or its Affiliate named in the Order.

Charges means all charges due from the Client to Board Intelligence for the Services or otherwise payable under the Order

Client: purchaser of Services named in the Order.

Client Data: data the Client provides to BI to enable BI to provide the Services including, data and information input by Users into the Application, personal data BI processes on the Client’s behalf in the performance of the Services.

Confidential Information: the terms of the Contract, and information that is proprietary or confidential including any information concerning the business, affairs, IPR, clients or suppliers of the disclosing Party or its Affiliates directly or indirectly disclosed (or made available) to the receiving Party.

Contract: the contract between BI and the Client for the supply of the Services made up of the Order and these Terms.

controller, processor, data subject, personal data, personal data breach, processing and **supervisory authority** shall have the meaning given to them in the DPL.

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Deliverables: any deliverables that may be produced or made available by BI in connection with the Services, including (but not limited to) any templates, tools, frameworks, Workshops, Workshop materials, reports, research, and guidance documents.

DPL: all data protection and privacy legislation in force from time to time applicable to a Party including, UK GDPR, the UK Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Framework Agreement the Framework Agreement RM1557.15 entered into between Board Intelligence and Crown Commercial Service in connection with G Cloud 15.

G Cloud 15 the 15th iteration of the multi-supplier, pan- government framework for the purchase of Cloud-based IT services.

ICO: means the Information Commissioner's Office or its successor or replacement as the supervisory authority for data protection in the UK.

Initial Term: the initial term of the Contract as detailed in the applicable Order.

IPR: patents, rights to inventions, copyrights and related rights, design rights, trademarks, service marks, trade secrets, business names and domain names, moral rights, know-how, rights in get-up, goodwill and the right to sue for passing off, database rights, rights in computer software, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Call-Off Order Form entered into on or around the date of this Service Agreement between Board Intelligence and the Client.

Parties: BI and the Client, and **Party** shall mean either one of them.

Security Testing: includes but is not limited to (i) penetration, (ii) red team, and (iii) any type of manual or automated vulnerability scanning.

Services: the services to be supplied by BI to the Client as set out in the Order, including any associated Deliverables.

Start Date: the earliest "access from" date stated on the Order.

Term: the period during which the Contract is in full force and effect.

Terms: these terms and conditions as amended from time to time in accordance with clause 14.6.

UK GDPR: the retained version of the EU General Data Protection Regulation ((EU) 2016/679) in the UK, as defined in s.3(10) of the Data Protection Act 2018, and as supplemented by s.205(4), and all references in these Terms to "GDPR" are to UK GDPR unless otherwise stated.

Users: those individuals named and authorised by the Client to use the Application or added as an Additional Service in accordance with the Order.

Virus: shall mean any malicious code (including malware, worms, trojan horses, and viruses) which may adversely affect: (a) the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (b) access to or the operation or reliability of any programme or data; or (c) the user experience.

Workshop: means any training delivered to the Client and or its Users.

If the word "including" or any similar word is used in these Terms before describing any items, such items are examples only and should not be regarded as an exhaustive list.

2. Basis of Agreement

- 2.1. The Contract is a legally binding agreement between BI and the Client for the use of the Services. If the Client signs an Order that references the Terms, the Client is deemed to have accepted the Terms.

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2.2. The Client agrees that the Terms contains the only terms which BI is prepared to contract upon for the supply of the Services and to the entire exclusion of all other terms or conditions whether contained or referred to in any quotation, acknowledgement, acceptance, specification, purchase order or any other similar document

2.3. The Terms take precedence over the Order in case of conflict.

3. The Services

3.1. BI will provide the Services with reasonable skill and care and warrants that the Services will be provided in compliance with BI's applicable Security and Resilience policies (a copy of which is available on request).

3.2. From time-to-time, BI may invite the Client to participate in, or grant the Client access to, certain beta Services ("**Beta Services**"). Such Beta Services will be clearly designated as beta services, or otherwise as a pilot, pre-production, non-production, or other similar service. The Client may decline any invitation to use Beta Services. Beta Services are provided for evaluation purposes only and may contain bugs and errors. BI reserves the right to provide Beta Services subject to additional terms. **Subject to clause 10.2, Beta Services are re provided "as-is" with no express or implied warranty whatsoever.**

3.3. The Application may only be used by Users.

3.4. In relation to Professional Services:

3.4.1. the scope of Professional Services is set out in the Order. BI is not obliged to provide services beyond the that scope and any changes to the scope must be agreed in writing. This includes requests for further analysis or clarification or a change to any agreed timetable requiring BI to allocate additional resources;

3.4.2. BI will use its reasonable endeavours acting in a commercially prudent manner to carry out the Professional Services in accordance with any agreed timetable. However, any such dates are estimated for planning purposes only. BI will notify the Client promptly if BI expects or encounters any significant delays which will materially affect achievement of any such timetable;

3.4.3. BI's commitment to provide the Professional Services in accordance with any agreed timetable and for the Charges is conditional on the timely provision by the Client to BI of accurate information and materials and access to such persons as BI may reasonably request. Any failure to provide such information or access in time for BI to complete the Professional Services in accordance with any such timetable may lead to a delays and/or an increase in the Charges;

3.4.4. if the provision of Professional Services is delayed for reasons beyond BI's control, BI shall charge the Client for Professional Services performed up the start of the delay together with additional Charges for each day of the delay equal to a pro rata proportion of the Charges set out in the Order

4. Permitted Use

4.1. BI grants the Client a non-exclusive, royalty-free, non-transferable licence to permit Users to use the Application and the Deliverables for the Term and for the Client's own internal business purposes. The Client will notify BI of any breach of this clause 4 which it becomes aware of within 48 hours.

4.2. The Client will use Services and Deliverables in accordance with applicable laws and regulations.

4.3. The Client undertakes that:

4.3.1. each User shall keep the password and other login credentials for their use of the Application secure and will not share it with any other person;

4.3.2. it shall maintain an up to date list of current Users;

4.3.3. it will not access, store, distribute or transmit any Viruses; and

4.3.4. it will not access, store, distribute or transmit any material during the course of their use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.

4.4. The Client will not (and will not permit any third party to) (a) copy, adapt, reverse engineer, decompile, disassemble, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms or modify the Application or the Deliverables in whole or in part; (b) share, republish, or distribute Services or Deliverables (c) access or allow access to Services or Deliverables for competitive purposes; (d) access and/or use the Application via mechanical, programmatic, robotic, scripted or other automated means.

4.5. The Client will not record any Workshop , nor allow access to the Deliverables to anyone who is not a User or use the Deliverables to run its own training or workshops.

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- 4.6. Subject always to clause 9, BI may monitor the use of the Application to improve its services and to ensure that the Client is complying with the terms of the Contract. BI may contact Users directly in relation to the Services.
- 4.7. The Client will not (and will not authorise any third party) to conduct any form of Security Testing against the Application.

5. Charges and Payment

- 5.1. The Client will pay BI the Charges in accordance with this clause 5.
- 5.2. The Charges are exclusive of value added tax, which shall be added to BI's invoice(s) at the appropriate rate. The Client will (where applicable) pay all international bank fees/charges.
- 5.3. The Client will pay the Charges within thirty (30) days of the date of the applicable invoice.
- 5.4. BI may invoice for the Charges as follows:
 - 5.4.1. the Technical Set-Up Charge shall be invoiced at any time from the Start Date;
 - 5.4.2. the Licence Charge shall be invoiced annually in advance at any time from the Start Date and on each anniversary of the commencement of the Initial Term thereafter;
- 5.5. If BI has not received payment within thirty (30) days after the due date:
 - 5.5.1. BI may, without liability to the Client, disable the Client's passwords, account and access to all or part of the Application and BI shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 5.5.2. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of BI's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 5.6. The Charges shall be applied as set out in the Order Form for the duration of the Initial Term.
- 5.7. The Charges for any Renewal Period will be priced in accordance with BI's then current list price, unless expressly set out in the Order Form. The price changes will take effect on or about the date of the start of the Renewal Period and BI will provide at least forty-five (45) days' prior written notice of such changes.
- 5.8. The Client will reimburse BI for any reasonable expenses incurred by BI in connection with the Services, in accordance with BI's current Expenses Policy (a copy of which is available on request) and which have been agreed by the Client in writing prior to the expense being incurred.
- 5.9. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any withholding or deduction is required by law, the Client shall, when making the payment to which the withholding or deduction relates, pay to BI such additional amount as will ensure that BI receives the same total amount that it would have received if no such withholding or deduction had been required.

6. Client Responsibilities

- 6.1. The Client:
 - 6.1.1. shall co-operate with BI in all matters relating to the Services;
 - 6.1.2. confirms that it has completed any required due diligence relating to the Services;
 - 6.1.3. will keep a back-up copy of all Client Data; and
 - 6.1.4. is responsible for ensuring Users can connect from the Client's network to the Application over the internet and for ensuring Users install maintenance updates of the Application as soon as reasonably practicable after receipt.

7. Application Support and Updates

- 7.1. BI will provide the Application and support services for the Application in accordance with BI's current Support Policy for the Application (a copy of which is available on request).
- 7.2. BI may make updates of the Application available to the Client from time to time. Maintenance updates will be provided without charge.

8. IPR

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- 8.1. BI, its Affiliates and/or its or their licensors own the IPR in the Services (including the Application) and (subject to clause 8.2) the Deliverables. Except as expressly stated, the Contract does not grant the Client any rights to or in, any IPRs or any other rights or licences in respect of the Services or the Deliverables.
- 8.2. The Client shall own all IPR in and to all of Client Data (including any Client Data in the Deliverables) and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Client Data.
- 8.3. The Client grants BI and its Affiliates a licence to use Client Data: (i) for the provision, support and optimisation of the Services; and (ii) to improve its service and the IPR in any improvements or developments shall belong to BI.
- 8.4. Each Party acknowledges and agrees that its (or its licensors') IPRs used in the provision and/or receipt of the Services will not breach any law or infringe any IPR of any third party and that it has the right to grant the licences under the Contract.

9. Confidentiality

- 9.1. Each Party may be given access to Confidential Information from the other Party or its Affiliates in order to perform its obligations under, or receive the benefit of, the Contract. A Party's Confidential Information shall not be deemed to include information that:
 - 9.1.1. is or becomes publicly known other than through any act or omission of the receiving Party;
 - 9.1.2. was in the receiving Party's or its Affiliate's lawful possession before the disclosure;
 - 9.1.3. is lawfully disclosed to the receiving Party or its Affiliates by a third party without restriction on disclosure; or
 - 9.1.4. is independently developed by the receiving Party or its Affiliates and such independent development can be evidenced in writing.
- 9.2. Subject to clause 9.4 or as otherwise permitted hereunder, each Party shall take reasonable steps (and no less than the steps it takes to protect its own Confidential Information) to ensure that it holds the Confidential Information of the other Party in confidence and does not make the Confidential Information available to any third party other than its Affiliates to the extent necessary, nor use the Confidential Information of the other Party for any purpose other than, the performance of the Contract.
- 9.3. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction or where a Party reasonably believes that disclosure is necessary to report a suspected offence or regulatory breach to an appropriate authority, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.3, it takes into account where possible the reasonable requests of the other Party in relation to the content of such disclosure.
- 9.4. The Client acknowledges that details of the Services and the Deliverables (excluding any Client Data in the Deliverables) constitute BI's Confidential Information.
- 9.5. BI acknowledges that Client Data is the Confidential Information of the Client.

10. Liability

- 10.1. Subject always to clause 10.2:
 - 10.1.1. the Client assumes sole responsibility for the accuracy, quality and legality of Client Data, the results and conclusions obtained from the use of the Services which should be subject to review by the Client to determine their accuracy and suitability;
 - 10.1.2. BI will have no liability for any loss caused by errors or omissions in any information, instructions or scripts the Client provides in connection with the Services, or any actions taken by BI at the Client's direction;
 - 10.1.3. any Professional Services Deliverable is based on BI's interpretation of the facts and information provided to BI at the time the Deliverable is provided and is a matter of opinion. Unless specifically agreed otherwise BI is not obliged to update Deliverables to reflect new information that comes to light, future developments or for any other reason;
 - 10.1.4. in formulating any Professional Services Deliverable, BI may discuss ideas with the Client orally or show the Client drafts of such Deliverable. To the extent that the content of drafts or discussions is regarded by the Client as important, the Client must ask BI to confirm it to the Client in writing. Final, written Deliverables supersede any previous drafts or discussions and BI is not responsible if the Client or others choose to rely on any drafts or discussions;

- 10.1.5. Client must make sure Services enable the Client to comply with its legal or regulatory obligations. Services are not the provision of legal or other advice of any kind.
- 10.1.6. neither Party will be liable to the other for any claims for (i) loss of profit, turnover, contracts, reputation or anticipated savings (in each case whether direct, indirect or consequential) or (ii) any special, incidental, indirect or consequential damages; and
- 10.1.7. BI's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to, in the case of Beta Services, £100; and (b) in the case of all other Services, £100,000.
- 10.2. Nothing in the Contract excludes or limits either Party's liability (a) for death or personal injury caused by its negligence; (b) for fraud or fraudulent misrepresentation; (c) for breach of the terms implied by s12 of the Supply of Goods Act 1979 or s2 of the Supply of Goods and Services Act 1982; (d) to pay the Charges; or (e) which cannot otherwise be excluded or limited by law.
- 10.3. All conditions, warranties, representations and all other terms of any kind whatsoever implied by statute, common law or otherwise, are to the fullest extent permitted by law excluded from the Contract.
- 11. Client Data**
- 11.1. Both Parties will comply with the DPL applicable to them at the relevant time. This clause 11 is in addition to, and does not relieve, remove or replace, a Party's obligations under the DPL.
- 11.2. If BI processes any personal data on the Client's behalf in the performance of the Services ("**Client Personal Data**") it is intended that the Client will be the data controller and BI will be the data processor. Accordingly BI shall:
- 11.2.1. process Client Personal Data in accordance with the Client's lawful documented instructions that are consistent with the Contract from time to time;
- 11.2.2. immediately inform the Client if, in its opinion, an instruction infringes DPL;
- 11.2.3. ensure that access to Client Personal Data is limited to the BI personnel and authorised sub-processors who need access to it to supply the Services and who are subject to an enforceable obligation of confidence with regards to Client Personal Data;
- 11.2.4. allow for an audit (no more than once per annum) by the Client and any auditors appointed by it in order for BI to demonstrate its compliance with this clause 11. For the purposes of such audit, upon reasonable notice, BI shall make available (at the Client's cost) to the Client and any appointed auditors all information that the Client deems reasonably necessary to demonstrate BI's compliance with this clause 11. Any audit will be (i) performed during BI's normal business hours (ii) conducted in a collaborative manner with a view to minimising the disruption to BI's business; and (iii) unless impossible, performed on a remote or desk top basis;
- 11.2.5. following termination of the Contract at the Client's option either return all of Client Personal Data (and copies of it) or securely dispose of Client Personal Data except to the extent that any applicable law requires BI to store it;
- 11.2.6. without undue delay, notify the Client on receipt of any notices received by BI relating to the processing of Client Personal Data including (but not limited to) data subject requests, complaints and/or correspondence, or any personal data breach relating to Client Personal Data. BI will provide the Client with such information and assistance as the Client may reasonably require in relation to such notice or breach (at the Client's cost); and
- 11.2.7. ensure that appropriate technical and organisational measures shall be taken to ensure a level of security of Client Personal Data appropriate to the risk (including measures taken against unauthorised or unlawful processing or accidental loss or destruction of, or damage to, such Client Personal Data) and promptly providing to the Client details of those measures from time to time on receipt of the Client's written request.
- 11.3. BI will provide such assistance (at the Client's cost) as the Client may reasonably require in relation to:
- 11.3.1. the need to undertake a data protection impact assessment in accordance with the DPL; and
- 11.3.2. any approval of the ICO or other supervisory authority to any processing of Client Personal Data.
- 11.4. BI may transfer personal data that it processes under the Contract to countries outside of the UK and the EEA to the extent that any one or more of the following applies:

- 11.4.1. BI has in place with the receiving entity standard contractual clauses as approved by an applicable supervisory authority in respect of the relevant transfer;
 - 11.4.2. the transfer is to a country that is deemed to have an adequate level of protection under the DPL;
 - 11.4.3. there is an approved code of conduct in place together with binding and enforceable commitments of the receiving entity to apply the appropriate safeguards, in accordance with Article 46(2)(e) of the GDPR;
 - 11.4.4. there is an approved certification mechanism in place together with binding and enforceable commitments of the receiving entity to apply the appropriate safeguards, in accordance with Article 46(2)(f) of the GDPR;
 - 11.4.5. the receiving entity has binding corporate rules in place in accordance with Article 47 of the GDPR; or
 - 11.4.6. to the extent that the transfer is to an entity located in the United States, such entity has opted into the UK extension of the EU-U.S. Data Privacy Framework or such mechanism as may replace or supersede the UK extension of the EU-U.S. Data Privacy Framework from time to time, or any equivalent mechanism implemented for UK-US data transfers, provided such mechanism has been approved by the applicable supervisory authority in relation to the transfer.
- 11.5. BI will process Client Personal Data for the purposes of providing the Services and for the duration of the Contract. Processing will include the collection, organisation, structuring, storage, back-up, retrieval, transmission and erasure of Client Personal Data. The personal data categories and data subject types (other than Users) are determined by the Client and its Users and include : (i) personal data uploaded to, or otherwise disclosed by the Client or its Users via the Application; (ii) contact details and identifiers of the personnel of the Client and its Users (such as names, titles, addresses, email addresses, IP addresses and phone numbers); and (iii) any other personal data made available by the Client or its Users to BI to process on the Client's behalf in the performance of the Services.
- 11.6. Taking into account the state of technical development and the nature of processing, BI shall take all measures required pursuant to Article 32 of the GDPR.
- 11.7. The Client will take appropriate technical, security and organisational measures to protect any personal data transferred to BI in accordance with the Contract from unauthorised disclosure.
- 11.8. The Client will ensure that it has all necessary appropriate consents (or alternative lawful grounds under DPL) and notices in place to enable lawful transfer of the personal data to BI for the duration and purposes of the Contract so that BI may lawfully use, process and transfer the personal data in accordance with the Contract on the Client's behalf.
- 11.9. The Client acknowledges that BI may process personal data provided under or in connection with the Contract as a data controller including for the purposes of: (i) administering the Client account; (ii) complying with law or regulation; (iii) providing the Clients and Users with information and support in connection with its services; (iv) ensuring the security of the Services. Where BI acts as data controller, it shall ensure that it has lawful basis for doing so and otherwise comply with the DPL.
- 11.10. The Client acknowledges that BI will be entitled to appoint sub-processors of Client Personal Data and that the general authorisation to do so provided by this clause 11.10 is subject to BI informing the Client in the event of any change to those sub-processors. Details of BI's sub-processors applicable to the Application are available at: <https://www.boardintelligence.com/sub-processors>. BI will inform the Client in the event of any change to those sub-processors provided the Client opts-in by signing up here: <https://www.boardintelligence.com/sub-processors>. BI will appoint each sub-processor under a written agreement containing materially equivalent data protection obligations as this clause 11. BI will remain responsible for each sub-processor's compliance with BI's obligations under this clause 11.

12. Duration and Termination

- 12.1. The Service Agreement shall commence and terminate on the same day/s as the Order (in accordance with its terms).
- 12.2. Prior to termination of the Order, the Client shall ensure that it has downloaded copies of all required Client documents stored on the Application

13. Force Majeure

- 13.1. Neither Party shall be in breach of the Contract or liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from any event beyond its reasonable control, including industrial disputes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, accident, breakdown of machinery, fire, flood, cyber-attack or an IT failure as a consequence of malicious third party software which could not reasonably have been prevented.

14. General

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- 14.1. Any notices under the Contract will be in writing and given by hand or by pre-paid first-class post or other next working day delivery service to the address for each Party set out in the Order (with a copy by email to info@boardintelligence.com).
- 14.2. Any notice shall be deemed to have been received:
 - 14.2.1. if delivered by hand, at the time the notice is left at the proper address; and
 - 14.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting.
- 14.3. Clauses 14.1 and 14.2 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 14.4. The Client acknowledges that BI will be entitled to subcontract the hosting and other elements of the Services to a third party including its Affiliates provided that BI shall remain responsible to the Client for Services performed by a third party.
- 14.5. Unless otherwise agreed, the Client agrees to BI's use of the Client's name and/or logo in BI's marketing materials.
- 14.6. If the Client continues to use the Services during any Renewal Period, the amended Terms in force at the commencement of the Renewal Period found at <https://www.boardintelligence.com/platform-termsandconditions> will be deemed to be the Terms of the Contract. the Client should check the Terms then in force prior to the start of a Renewal Period. Subject to this clause 14.6, no variation of the Contract shall be effective unless it is in writing and signed by both Parties.
- 14.7. Neither Party will assign its rights or transfer its obligations under the Contract without the prior written consent of the other Party (not to be unreasonably withheld or delayed), except that BI may assign its rights or transfer its obligations to an Affiliate or in connection with a sale of a division, product or service or in connection with a reorganisation, merger, acquisition, sale or similar business transaction. BI will give the Client notice of any such assignment. The Client hereby irrevocably consents to BI novating its rights and obligations under the Contract pursuant to this clause, without the need for a written novation agreement (or equivalent legal instrument). From the date of such novation, the Client releases BI from all obligations under the Contract, but without prejudice to any claim or demand that the Client may have against BI relating to matters occurring before such date. Following a novation pursuant to this clause, the party to whom BI novates its rights and obligations shall assume those rights and obligations on the same terms as set out in the Contract as though it were BI, save that the references to pages of BI's website in clause 11.10 and to BI's e-mail address in clause 14.1, shall be deemed varied to refer respectively to the equivalent pages on the incoming party's website and its e-mail address (and, notwithstanding clause 14.6 which shall be subject to this sentence, such variations shall not require the signature of the Parties).
- 14.8. A person who is not party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 14.9. The Contract constitutes the entire agreement between the Parties and supersedes all previous agreements, warranties and representations between the Parties, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any innocent or negligent statement, representations, assurances or warranty that is not set out in the Contract.
- 14.10. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and will not be construed as a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.11. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 14.12. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of England and Wales and each Party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Board Intelligence Terms and Conditions for the Supply of Services - Part 2

The Terms in this Part 2 apply to the provision of the Board Portal in addition to the Terms set out in Part 1. In the case of conflict between Part 1 and Part 2 of the Terms, Part 2 prevails in relation to the Board Portal.

1. **Interpretation.** The additional definitions in this paragraph apply to the provision of the Board Portal. If a definition in this part 2 duplicates a definition in Part 1, the definition in this Part 2 will instead apply in Part 1.

User Subscriptions: the User subscriptions purchased by the Client pursuant to the Contract.

2. Users

- 2.1. The number of User Subscriptions available to the Client as of the Start Date is set out in the Order.
- 2.2. The Client undertakes that:
 - 2.2.1. the maximum number of Users that it authorises to access and use the Application and the Deliverables shall not exceed the number of User Subscriptions it has purchased from time to time;
 - 2.2.2. it will not allow any User Subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Application.
- 2.3. The Client may, from time to time during the Term, add additional User subscriptions in excess of the number set out in the Order ("Additional User Subscriptions"). If the number of Users exceeds the number of User Subscriptions in any month, the Client will have been deemed to have purchased Additional User Subscriptions and BI shall grant access to the Application to such additional Users in accordance with the provisions of the Contract. Additional User Subscriptions shall be invoiced retrospectively at the rate set out in the Order and paid by the Client in accordance with clause 5 of Part 1.
- 2.4. The addition of User Subscriptions during the Term in accordance with this Part 2 shall not be a variation of the Contract for the purposes of clause 14.6 of Part 1.

3. IPR

- 3.1. The Client grants BI and its Affiliates a licence to use Client Data: (i) for the provision, support and optimisation of the Services; and (ii) to improve its service (and the IPR in any improvements or developments shall belong to BI) provided that in each case, BI and its Affiliates will not access the contents of any file, documentation or information uploaded to the Application by the Client or a User without the prior written consent of the Client.

Board Intelligence Terms and Conditions for the Supply of Services - Part 3

The Terms in this Part 3 apply to the provision of AI tools as part of the Services, including, without limitation, natural language processing, deep learning algorithms, machine learning models, or other generative AI. The Terms in this Part 3 apply in addition to the Terms set out in Part 1. In the case of conflict between Part 1 and Part 3 of the Terms, Part 3 prevails in relation to the use of AI.

1. **Interpretation.** The additional definitions in this paragraph apply to the provision of AI Tools. If a definition in this Part 3 duplicates a definition in Part 1, the definition in this Part 3 will instead apply.

Output: reports, minutes, notes, summaries or other documents generated by the Application based on files, documents or other information the Client inputs into the Application.

2. PERMITTED USE

- 2.1. The Client will not store Client Data in the Application beyond the extent necessary for the fair use of the Application for its intended purpose and in any event in accordance with any limits notified by BI from time to time.
- 2.2. BI will periodically reconcile the number of (a) Users who have written papers for the Client using Lucia; and/or (b) Outputs generated by Client using Minute Writer. If the number of Users or Outputs is greater than the limit set out in the Order, Board Intelligence reserves the right to either restrict usage or to change the Client to a new tier of pricing.

3. IPR

- 3.1. To provide the Services, the Application will access Client Data.
- 3.2. All IPR in Outputs is owned by the Client. Outputs are Client Data and not Deliverables. BI hereby assigns to the Client with full title guarantee (by way of present and future assignment) all BI's rights, title and interest in and to Outputs. BI irrevocably and unconditionally waives (and will procure that its employees and contractors waive) all present and future moral rights conferred by the Copyright Designs and Patents Act 1988 and all similar rights in other jurisdictions, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, relating to any copyright works which form part of Outputs.

4. General

- 4.1. Client Data will not be used to train AI tools or any third party AI software, tools, or technology.
- 4.2. While every care has been taken in developing the Services, the use of AI poses inherent risks such as potentially inaccurate, biased or otherwise flawed Output due to the complexity of AI models and potential inaccuracies or biases in training data. BI makes no representations or warranties, express or implied, that such Output will be accurate, complete, current, or suitable for any particular purpose.
- 4.3. BI does not monitor or exercise any human oversight over, the Client's inputs into the Application or any Outputs. Output is provided "as is". All such monitoring and oversight must be undertaken by the Client and Client must assess the adequacy of Outputs. The Application assists but does not replace, human judgement.
- 4.4. Output shall not be used in any fully automated decision-making process where legal or similarly significant effects may arise unless required or permitted by law.
- 4.5. BI reserves the right to cease to supply or suspend the supply of any AI tools in circumstances where BI, acting reasonably, considers it is necessary to do so in the best interests of the Client or to comply with applicable law.