

ADARGA CATALYST™ MASTER TERMS

These Master Terms govern the Customer's acquisition and use of Adarga's services. If the Customer is receiving Trial Services (as defined below) these Master Terms also govern that trial.

The Services may not be accessed for the purposes of monitoring their availability, performance or functionality or for any other benchmarking or competitive purposes. Adarga's direct competitors are prohibited from accessing the Services, except with Adarga's prior written consent.

1 Definitions and interpretation

1.1 The following definitions apply to the Agreement.

1.1.1 **Addendums** means each of the following:

- (a) the addendum identifying certain respective rights and obligations of the parties in respect of personal data and privacy under the Agreement (as Amended from time to time) which applies if the Supplier is to process personal data on behalf of the Customer and which is available at <https://www.datocms-assets.com/8553/1651829922-data-protection-addendum.pdf> (the **Data Protection Addendum**); and
- (b) the addendum identifying the Supplier's processes and procedures for maintaining the security, availability and performance of the Services (as Amended from time to time) and which is available at <https://www.datocms-assets.com/8553/1651830415-information-security-addendum.pdf> (the **Information Security Addendum**);

1.1.2 **Amendment** has the meaning given in clause 7, and Amended shall be construed accordingly;

1.1.3 **Amendment Notification** has the meaning given in clause 7.1;

1.1.4 **Agreement** means the Order Form, the Master Terms, the Addendums, and the Policies;

1.1.5 **Application** means the software or applications used by or on behalf of the Supplier to provide the Subscribed Services;

1.1.6 **Authorised Users** means the named users authorised by the Customer to use the Subscribed Services in accordance with the terms of the Agreement;

1.1.7 **Billing Frequency** means the frequency by which the Supplier shall invoice the Customer for the Fees as agreed in the Order Form;

1.1.8 **Business Day** means a day other than a Saturday, Sunday or bank or public holiday in England;

1.1.9 **Commencement Date** means the date set out in the Order Form on which the Supplier shall commence provision of any of the Services;

1.1.10 **Confidential Information** means all information (whether in oral, written or electronic form) relating to a party's business which may reasonably be considered to be confidential in nature including information relating to a party's technology, know-how, Intellectual Property Rights, assets, finances, strategy, pricing, products and customers. The Documentation is Confidential Information;

1.1.11 **Customer** has the meaning given in the relevant Order Form;

1.1.12 **Customer Environment** means the particular instance of the Subscribed Services to which the Customer is given access;

1.1.13 **Customer Data** means: (a) all data that is ingested into a Customer Environment, whether such ingestion is done by the Customer, an Authorised User or the Supplier; and (b) any data used to create, support or train the underlying models, features or capabilities of the Subscribed Services;

1.1.14 **Customer Systems** means all software and systems used by or on behalf of the Customer, any of its direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt of any of the Services or that the Services otherwise link, inter-operate or interface with or utilise (in each case whether directly or indirectly);

1.1.15 **Delivery Date** means the date set out in the Order Form on which access to the Subscribed Services shall be provided;

1.1.16 **Derived Data** means any insight or information or data which is arithmetically or statistically created by the Customer through the use of the Subscribed Services which does not violate the copyright or any other rights of the original publisher of the underlying information;

1.1.17 **Documentation** means, in respect of each Subscribed Service, the relevant instructions provided by the Supplier as to how to use that part of the Services (as Amended from time to time);

1.1.18 **Fees** means any amounts payable to the Supplier under the Agreement;

1.1.19 **Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Agreement (provided that an inability to pay is not Force Majeure), including any matter relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;

1.1.20 **Implementation Services** means the implementation services related to the Subscribed Services;

1.1.21 **Intellectual Property Rights** means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b)

- including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;
- 1.1.22 **Master Terms** means the terms set out in the clauses and other provisions of this document;
- 1.1.23 **Materials** means all services, information, content, Intellectual Property Rights, websites, software and other materials provided by or on behalf of the Supplier in connection with the Services, but excluding all Customer Data;
- 1.1.24 **Non-Supplier Materials** means Materials provided, controlled or owned by or on behalf of a third party the use of which may be subject to a separate agreement or licence between the Customer and the relevant third party (including such Non-Supplier Materials which may be linked to, interact with or used by the Services) and all other Materials expressly identified as Non-Supplier Materials in the Agreement. If there is a separate agreement between the Customer and the relevant third party then the use of such Non-Supplier Materials shall be exclusively governed by those terms and not by the Agreement;
- 1.1.25 **Open Source Software** means any software subject to a version of the General Public Licence, together with any other 'open source' software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of the Agreement and any 'free software' as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of the Agreement;
- 1.1.26 **Order Acceptance** means the date that the Customer signs the relevant Order Form or, if there is no such signature, the date that the Supplier begins to provide Services to the Customer;
- 1.1.27 **Order Form** means an electronic or physical document (including its schedules, annexes and appendices (if any)) whereby the Supplier agrees to provide the Services to the Customer (and as varied by the parties by agreement in writing from time to time);
- 1.1.28 **Permitted Downtime** means (a) scheduled maintenance which the Supplier shall use reasonable endeavours to undertake from 2am to 6am (UK time); (b) emergency maintenance; or (c) downtime caused in whole or part by Force Majeure.
- 1.1.29 **Permitted Purpose** means use of the Subscribed Services, the Documentation and the Derived Data solely for the Customer's internal business operations in accordance with the applicable Documentation and the Agreement. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law (except as expressly permitted under the Agreement): (a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, framing, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Subscribed Services, the Documentation or the Derived Data; (b) permitting any use of any Subscribed Service, Documentation or Derived Data in any manner by any third party or making any Subscribed Service, Documentation or Derived Data (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing; (c) combining, merging or otherwise permitting any Subscribed Service (or any part of it or any Application) or Derived Data to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); (d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part); or (e) use of the Subscribed Services, Documentation or Derived Data for any purpose which: (i) is contrary to or inconsistent with the UK's democratic or constitutional principles, (ii) could create a breach of the Human Rights Act 1998, (iii) could negatively impact the security, sovereignty, stability or prosperity of the UK or an ally of the UK (including the USA, Australia and NATO members), (iv) could negatively impact the health, wellbeing or legal rights of UK citizens, or (v) could negatively impact any UK critical infrastructure (including transport, utilities and banking).
- 1.1.30 **Policies** means each of the following: (a) the Supplier's policy on acceptable use of the Services (as Amended from time to time) and which is available at <https://www.datocms-assets.com/8553/1651830943-acceptable-use-policy.pdf> (the **Acceptable Use Policy**); and b) the Supplier's privacy policy in relation to the Services (as Amended from time to time) and which is available at <https://www.adarga.ai/privacy> (the **Privacy Policy**);
- 1.1.31 **Purchased Authorised User Accounts** means the number of Authorised Users as set out in the Order Form;
- 1.1.32 **Relief Event** means (a) any breach of the Agreement by the Customer; or (b) any Force Majeure;
- 1.1.33 **Renewal Date** has the meaning given in clause 20.1;
- 1.1.34 **Service Hours** means 24 hours a day, seven days a week excluding Permitted Downtime;
- 1.1.35 **Service Period** means the period beginning on the Commencement Date and ending with the last Term;
- 1.1.36 **Services** means the Subscribed Services, the Implementation Services, the Support Services and the Training Services as applicable;
- 1.1.37 **Subscribed Services** means each service to which the Customer has subscribed as set out in the Order Form (and Subscribed Service shall refer to each respective service separately);
- 1.1.38 **Subscribed Territory** means the territories identified in the Order Form except to the extent it is illegal (including as a result of any embargo) under the laws of any country for a Subscribed Service to be provided to or received within such country from time to time;
- 1.1.39 **Subscription Fees** means the fees payable by the Customer in consideration of the Subscribed Services;
- 1.1.40 **Supplier** means Adarga Limited, a company incorporated in England and Wales whose registered number is 09742902 and whose registered office is at Third Floor Gateway House, Tollgate, Chandlers Ford, Hampshire, United Kingdom, SO53 3TG;
- 1.1.41 **Supplier Provided Materials** means all of the Materials provided or made available by or on behalf of the Supplier, but excluding all Customer Data and all Non-Supplier Materials;
- 1.1.42 **Support Services** means the support services provided by the Supplier to the Customer as described in the Order Form;

- 1.1.43 **Term** means (subject to clauses 20 and 21) the duration during which the Supplier is to provide Services as initially set out in the Order Form and as renewed in accordance with the Agreement. The first Term shall commence on the Commencement Date;
 - 1.1.44 **Training Services** means education and training services for Authorised Users related to the Subscribed Services;
 - 1.1.45 **Trial Service** means any Subscribed Service identified as being provided on a trial basis or any capability demonstrator or proof of concept (for the duration of the period during which it is provided on such basis);
 - 1.1.46 **Update** means a software update, bug fix, patch, maintenance release or other such updates to the Services that are periodically released by the Supplier; and
 - 1.1.47 **VAT** means United Kingdom value added tax and any other tax imposed in substitution for it.
 - 1.2 In the Agreement, unless otherwise stated:
 - 1.2.1 clause, paragraph, schedule or other headings are included for convenience only and shall have no effect on interpretation;
 - 1.2.2 the Supplier and the Customer are together the **parties** and each a **party**, and a reference to a party includes that party's successors and permitted assigns;
 - 1.2.3 words in the singular include the plural and vice versa;
 - 1.2.4 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 1.2.5 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);
 - 1.2.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
 - 1.2.7 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.
 - 1.3 In the event of any conflict in respect of the provisions of the Agreement and/or the documents referred to therein the following order of priority shall prevail (in descending order of priority): (a) the Order Form; (b) the Addendums; (c) the Policies; (d) the Master Terms; and (e) the Documentation. Subject to this order of priority, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.
 - 1.4 Any obligation of the Supplier under the Agreement to comply or ensure compliance by any person or the Services with any law shall be limited to compliance only with laws within the Subscribed Territory as generally applicable to businesses and to providers of platform as a service and software as a service solutions. Such obligations shall not be construed to create any obligation on the Supplier (or anyone acting on its behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other activities or which apply solely to a specific commercial or non-commercial sector (or part thereof).
- ## 2 Rights of use
- 2.1 As of the Delivery Date and subject to the terms of the Agreement, the Supplier grants the Customer a non-exclusive, non-transferable, personal right to:
 - 2.1.1 use each Subscribed Service during Service Hours for the Permitted Purpose; and
 - 2.1.2 copy and use the Documentation as strictly necessary for its use by Authorised Users of the Subscribed Services; within the relevant Subscribed Territory during the Term for the Permitted Purpose.
 - 2.2 Use of the Subscribed Services is at all times subject to the Customer's compliance with the Agreement and the requirements identified in the Agreement (including all minimum system requirements).
 - 2.3 The Customer acknowledges that the Services do not include:
 - 2.3.1 any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);
 - 2.3.2 dedicated data back up or disaster recovery facilities (and the Customer should ensure it at all times maintains backups of all Customer Data); or
 - 2.3.3 legal, accounting or other professional or regulated services and that, except as expressly stated in the Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.
- ## 3 Authorised Users
- 3.1 The Customer shall ensure that only Authorised Users use the Subscribed Services and that such use is at all times in accordance with the Agreement. The Customer shall ensure that Authorised Users are, at all times whilst they have access to the Subscribed Services, the employees or contractors of the Customer.
 - 3.2 The Customer shall keep a list of all Authorised Users and shall notify the Supplier within two Business Days if any updates to the list of Authorised Users are made or required, including when Authorised Users cease to be employed or engaged by the Customer such that they are no longer entitled to be Authorised Users. Where termination of such relationship is known in advance, the Customer shall provide such information as soon as reasonably possible prior to such termination of that relationship, together with the date such person shall cease to be an Authorised User.
 - 3.3 The Customer shall ensure that the number of Authorised Users does not exceed the number of Purchased Authorised User Accounts at any time. The Customer is entitled to remove one individual as an Authorised User and replace them with another individual in

accordance with the terms of the Agreement, but Authorised User accounts cannot be shared or used by more than one individual at the same time.

- 3.4 Without prejudice to any other right or remedy of the Supplier, in the event the Customer is in breach of clause 3.3 then the Customer shall be liable to pay for the number of Authorised Users above the number of Purchased Authorised User Accounts for the relevant period during which infringement occurred.
- 3.5 The Customer shall:
 - 3.5.1 be liable for the acts and omissions of the Authorised Users as if they were its own;
 - 3.5.2 only provide Authorised Users with access to the Services via the access method provided by the Supplier and shall not provide access to (or permit access by) anyone other than an Authorised User; and
 - 3.5.3 procure that each Authorised User is aware of, and complies with, the obligations and restrictions imposed on the Customer under the Agreement, including all obligations and restrictions relating to the Supplier's Confidential Information.
- 3.6 The Customer warrants and represents that it, and all Authorised Users and all others acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer as necessary for use of the Services) their password or access details for the Subscribed Services.
- 3.7 The Customer shall (and shall ensure all Authorised Users shall) at all times comply with the Acceptable Use Policy and all other provisions of the Agreement.
- 3.8 If any password has been provided to an individual that is not an Authorised User, the Customer shall, without delay, disable any such passwords and notify the Supplier immediately.
- 3.9 The Customer shall comply (and shall ensure all Authorised Users comply) with all applicable laws, rules, and regulations governing export that apply to the Services, the Customer Data and the Documentation (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services, the Customer Data or the Documentation (or any part) to, or access or use the Services, the Customer Data or the Documentation (or any part) in, any country or territory for which an export licence or other approval is required under the laws of any country, without first obtaining such licence or other approval. Without prejudice to the Supplier's obligations under the Data Protection Addendum, the Customer shall be solely responsible for ensuring its access, importation and use of the Services, the Customer Data and Documentation in or into any part of the Subscribed Territory or elsewhere complies with all export and other laws.
- 3.10 Clauses 3.5 to 3.9 (inclusive) shall survive termination or expiry of the Agreement.

4 Implementation Services

- 4.1 The Supplier will provide the Implementation Services set out in the Order Form.
- 4.2 The Customer will cooperate reasonably and in good faith with the Supplier in its performance of the Implementation Services. In particular, the Customer will: (i) allocate sufficient resources to enable the Supplier to perform its obligations; (ii) perform within a reasonable time any tasks reasonably necessary to enable the Supplier to perform its obligations; (iii) respond within a reasonable time to any queries by the Supplier in relation to the Implementation Services; (iv) actively participate in any scheduled meetings; (v) where necessary, provide, in a reasonable time and at no charge to the Supplier access to its premises, working space and such facilities as the Supplier considers necessary to provide the Implementation Services; (vi) provide access to appropriate and knowledgeable employees and agents of the Customer; and (vii) provide complete, accurate and timely information, data, feedback and other materials all as reasonably required.
- 4.3 Any delays in the performance of the Implementation Services caused by the Customer may result in additional charges for resource time and will give the Supplier the right to amend the Delivery Date.
- 4.4 The Customer will agree with the Supplier on or before the Commencement Date the identity of the person(s) or the department within the Customer who will act as the sole contact point and channel of communication for the provision by the Supplier of the Implementation Services. The Customer will inform the Supplier of and agree immediately with the Supplier any change in the identity of such person(s) or department.

5 Support

- 5.1 Support Services shall be available for each Subscribed Service to the Customer for the duration of the Term, to the extent and in the manner specified in the Order Form.
- 5.2 The Supplier will use reasonable endeavours to notify the Customer in advance of scheduled maintenance but the Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

6 Training Services

- 6.1 The Supplier will provide the Training Services set out in the Order Form.
- 6.2 The Customer is responsible for ensuring Authorised Users have access to appropriate equipment, facilities and networks necessary to receive the Training Services.

7 Changes to services and terms

- 7.1 Any changes to an Order Form require a written amendment signed by the Customer and the Supplier.
- 7.2 The Supplier may in its absolute discretion make, and notify the Customer of, amended versions of the Addendums, the Policies or the Documentation from time to time by *notifying the Customer of such amendment by e-mail (together with a copy of the*

amendment or a link to a copy of the amendment) or by any other reasonable means which the Supplier elects (an Amendment Notification).

- 7.3 The document(s) subject to such Amendment Notification shall replace the preceding version of the same document(s) for the purposes of the Agreement from the date 30 Business Days after the Amendment Notification of such revised document(s) (the **Amendment**) (or at such later date as the Supplier may specify).
- 7.4 In the event that the Customer reasonably believes that any Amendment materially impacts it negatively in any manner it may by notice elect to terminate the Agreement in respect of all impacted Subscribed Services provided it exercises such right prior to such Amendment taking effect pursuant to clause 7.3 on not less than 10 Business Days' prior written notice and notifies the Supplier at the time of exercising such right of the negative impact which has caused it to exercise this right. In the event of such termination the Customer shall receive a pro-rata refund of any pre-paid Subscription Fees in respect of such terminated Services.
- 7.5 The Customer acknowledges that the Supplier shall be entitled to modify the features and functionality of the Services. The Supplier shall use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the relevant Subscribed Service(s) by the Supplier's customers generally.

8 Fees

- 8.1 Any charges (including expenses) expressly agreed between the parties in writing shall be paid by the Customer at the rates and in the manner described in the Order Form.
- 8.2 The Customer will reimburse the Supplier for reasonable travel and out-of-pocket expenses incurred in connection with the Implementation Services.
- 8.3 The Billing Frequency for the Fees shall be agreed in the Order Form and the invoices shall be paid within 30 calendar days of the date on the invoice.
- 8.4 The Fees are exclusive of VAT or any other applicable sales tax which shall be payable by the Customer at the rate and in the manner prescribed by law.
- 8.5 Fees payable to the Supplier under the Agreement shall be paid into the Supplier's bank account as set out in the Order Form unless otherwise notified by the Supplier to the Customer in writing in accordance with the Agreement.
- 8.6 The Supplier shall have the right to charge interest on overdue invoices at the rate of 8% per year above the base rate of Barclays Bank, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

9 Warranties

- 9.1 Subject to the remainder of this clause 9, the Supplier warrants that the Subscribed Services shall conform in all material respects to the Documentation and that it will provide all other Services with reasonable care and skill. The Customer acknowledges that this warranty does not apply to Trial Services or to any Services provided in connection with the same which are provided 'as is' and without warranty to the maximum extent permitted by law.
- 9.2 Any data provided by the Supplier through the Subscribed Services and any Derived Data is provided "as-is" and the Supplier will not be liable for any inaccuracies, errors, omissions, biases or other flaws, in such data. The Customer assumes sole responsibility for results obtained from the use of the Subscribed Services and the Derived Data, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any Materials or Derived Data.
- 9.3 Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Supplier shall have no liability for any such delays, interruptions, errors or other problems.
- 9.4 If there is a breach of the warranty in clause 9.1 in respect of the Services, the Supplier shall at its option: use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Services) refund the Fees for the impacted Services which were otherwise payable for the period during which the Supplier was in breach of clause 9.1 (provided such period is at least 30 consecutive days). To the maximum extent permitted by law, this clause 9.4 sets out the Customer's sole and exclusive remedy (howsoever arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 9.1.
- 9.5 Clause 9.1 is subject to the limitations set out in clause 18 and shall not apply to the extent that any error in the Services arises as a result of:
 - 9.5.1 incorrect operation or use of the Services by the Customer or any Authorised User (including any failure to follow the Documentation or failure to meet minimum specifications);
 - 9.5.2 use of any of the Services other than for the purposes for which it is intended;
 - 9.5.3 use of any Services with other software or services or on equipment with which it is incompatible (unless the Supplier recommended or required the use of that other software or service or equipment in the Documentation);
 - 9.5.4 any act by any third party (including hacking or the introduction of any virus or malicious code);
 - 9.5.5 any modification of the Services (other than that undertaken by the Supplier or at its direction);
 - 9.5.6 the use of a non-current version or release of the Services or the failure by the Customer to install an Update; or
 - 9.5.7 any breach of the Agreement by the Customer (or by any Authorised User).
- 9.6 The Supplier may make Non-Supplier Materials available for the Customer's use in connection with the Services. The Customer agrees and warrants that:
 - 9.6.1 the Supplier has no responsibility for the use or consequences of use of any Non-Supplier Materials;

- 9.6.2 the Customer's use of any Non-Supplier Materials shall, where applicable, be governed by the applicable terms between the Customer and the owner or licensor of the relevant Non-Supplier Materials and, unless agreed otherwise in such terms, the owner or licensor of the relevant Non-Supplier Materials shall have no warranty, support or other obligation to the Customer;
- 9.6.3 the Customer is solely responsible for any Non-Supplier Materials used in connection with the Services and for compliance with all applicable third party terms which may govern the use of such Non-Supplier Materials;
- 9.6.4 the Customer will not do and will not omit to do anything that would cause the Supplier to be in breach of any third party terms or to infringe any Intellectual Property Rights of any third party; and
- 9.6.5 the continued availability, compatibility with the Services and performance of the Non-Supplier Materials is outside the control of the Supplier and the Supplier has no responsibility for any unavailability of or degradation in the Services to the extent resulting from the availability, incompatibility or performance of any of the Non-Supplier Materials.
- 9.7 The Customer acknowledges that no liability or obligation is accepted by the Supplier (howsoever arising whether under contract, tort, in negligence or otherwise):
 - 9.7.1 that the Services shall meet the Customer's individual needs, whether or not such needs have been communicated to the Supplier;
 - 9.7.2 that the Services shall not be subject to minor errors or defects; or
 - 9.7.3 that the Services shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible in the Documentation.
- 9.8 Other than as set out in this clause 9, and subject to clause 18.4, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

10 Customer's responsibilities

- 10.1 The Customer shall (and shall ensure all Authorised Users shall) at all times comply with all applicable laws relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications.

11 Intellectual property

- 11.1 Subject to clause 11.2, all Intellectual Property Rights in and to the Services (including all Applications, Documentation and all Supplier Provided Materials) belong to and shall remain vested in the Supplier or the relevant third party owner. To the extent that the Customer or any person acting on its behalf acquires any Intellectual Property Rights in the Applications, Documentation, Supplier Provided Materials or any other part of the Services, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier or such third party as the Supplier may elect. The Customer shall execute all such documents and do such things as the Supplier may consider necessary to give effect to this clause 11.1. The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to the Supplier under this Agreement.
- 11.2 The Derived Data shall be the property of the Customer.
- 11.3 The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for the Supplier (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Data and Customer Systems to perform or provide the Services or to exercise or perform the Supplier's rights, remedies and obligations under the Agreement.
- 11.4 The Supplier may use any feedback and suggestions for improvement relating to the Services provided by the Customer or any Authorised User without charge or limitation (**Feedback**). The Customer hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future rights) to the Supplier at the time such Feedback is first provided to the Supplier. The Customer shall execute all documentation necessary to give effect to this assignment. The Customer hereby waives (and shall ensure all relevant third parties have waived) any moral rights subsisting in the Intellectual Property Rights assigned under this clause.
- 11.5 The Supplier grants no Intellectual Property Rights or other rights in connection with any Non-Supplier Materials.
- 11.6 Except for the rights expressly granted in the Agreement, the Customer, any Authorised User, and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (or any part including the Documentation) and no Intellectual Property Rights of either party are transferred or licensed as a result of the Agreement.
- 11.7 This clause 11 shall survive the termination or expiry of the Agreement.

12 Indemnities

- 12.1 In this clause, **IP Claim** shall mean any claim by any third party alleging that any copyright, database right, registered trade mark, registered design right or registered United Kingdom patent has been infringed.
- 12.2 The Customer shall indemnify, keep indemnified and hold harmless the Supplier from and against any losses, claims, damages, liability, reasonable costs (including legal and other professional fees) and expenses incurred by it as a result of (i) the Customer's breach of the Agreement; or (ii) an IP Claim or any other claim by any third party relating to the Customer Data.
- 12.3 The Supplier shall indemnify, keep indemnified and hold harmless the Customer from and against any losses, claims, damages, liability, reasonable costs (including legal and other professional fees) and expenses incurred by it as a result of an IP Claim relating to the Customer's use of the Services.
- 12.4 The provisions of clause 12.3 shall not apply unless the Customer:

- 12.4.1 promptly (and in any event within 30 Business Days) notifies the Supplier upon becoming aware of any actual or threatened IP Claim and provides full written particulars;
- 12.4.2 makes no comment or admission and takes no action that may adversely affect the Supplier's ability to defend or settle the IP Claim;
- 12.4.3 provides all assistance reasonably required by the Supplier; and
- 12.4.4 gives the Supplier sole authority to defend or settle the IP Claim as the Supplier considers appropriate.
- 12.5 In the event of any IP Claim that is made against the Customer, the Supplier may elect to (i) terminate the Agreement immediately by written notice and promptly refund to the Customer on a pro-rata basis any unused proportion of Subscription Fees paid in advance; (ii) obtain for the Customer the right to continue using the Services in the manner permitted under this Agreement; or (iii) modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, but in such a way that does not materially adversely affect the functionality of the Services.
- 12.6 The Supplier shall have no liability or obligation in respect of (and shall not be obliged to defend) any IP Claim or any other claim by a third party which arises in whole or in part from: (i) the breach by the Customer of this Agreement; (ii) incorrect operation or use of the Services; (iii) installation or use of the Services other than for the purposes for which it is intended; (iv) modification or alteration of the Services without the written consent of the Supplier; (v) installation or use of the Services with other software or on equipment with which it is incompatible (unless the Supplier recommended or required the use of that other software or equipment); (vi) any act by any third party; (vii) the use of a non-current version or release of the Services or the failure to install an Update; (viii) any Non-Supplier Materials; (ix) any Customer Data or other material provided by the Customer; (x) any Open Source Software; or (xi) any Trial Services (or any Support Services provided in connection with them).
- 12.7 The provisions of this clause 12 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.
- 12.8 This clause 12 shall survive termination or expiry of the Agreement.

13 Customer Systems and Customer Data

- 13.1 Customer Data shall at all times remain the property of the Customer or relevant third party.
- 13.2 The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Services) complies with the Agreement, all applicable laws, Intellectual Property Rights and any internal policies of the Customer.
- 13.3 If the Supplier becomes aware of any allegation that any Customer Data may not comply with the Acceptable Use Policy or any other part of the Agreement the Supplier shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any of the foregoing from the Services and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult the Customer). Where reasonably practicable and lawful the Supplier shall notify the Customer before taking such action.
- 13.4 The Supplier shall provide the Customer with reasonable assistance extracting, transferring or recovering any Customer owned or controlled Customer Data ingested into the Customer's environment at the end of the Service Period. However, the Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data and Derived Data, including as necessary to ensure the continuation of the Customer's business. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its and its Authorised Users' needs).
- 13.5 The Supplier routinely undertakes regular backups of the Subscribed Services (which may include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make the Supplier responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, the Supplier shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Customer Data.
- 13.6 Unless otherwise set out in the Order Form or subsequently agreed by the parties in writing, the Customer hereby instructs that the Supplier shall within 60 days of the end of the provision of the Services (or any part) securely dispose of such Customer Data owned or controlled by the Customer and processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any Applicable Laws (as defined in the Data Protection Addendum) require the Supplier to store such Customer Data. The Supplier shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Customer Data undertaken in accordance with the Agreement.

14 Confidential Information

- 14.1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the other party or in accordance with the Agreement, use, disclose, copy or modify Confidential Information (or permit others to do so) other than as necessary for the performance of the Services or its express rights and obligations under the Agreement.
- 14.2 The Supplier shall implement technical and organisational security measures in accordance with the Information Security Addendum.
- 14.3 Each party undertakes to:
 - 14.3.1 disclose the other party's Confidential Information only to those of its officers, employees, agents, contractors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under the Agreement;
 - 14.3.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 14; and
 - 14.3.3 be responsible for any acts or omissions of any of the persons referred to in clause 14.3.1 in respect of the confidentiality and security of Confidential Information as if they were that party's own.

- 14.4 A party shall give notice to the other party of any unauthorised use, disclosure, theft or loss of the other party's Confidential Information immediately upon becoming aware of the same.
- 14.5 The provisions of this clause 14 shall not apply to information which:
- 14.5.1 is or comes into the public domain through no fault of a party, its officers, employees, agents or contractors (save that this clause shall continue to apply to publicly available information where it is compiled in a form that is not in the public domain);
 - 14.5.2 is lawfully received by a party from a third party free of any obligation of confidence at the time of its disclosure;
 - 14.5.3 is independently developed by a party (or any person acting on its behalf), without access to or use of Confidential Information; or
 - 14.5.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the disclosing party, where possible, notifies the other party at the earliest opportunity before making any disclosure.
- 14.6 This clause 14 shall survive the termination or expiry of the Agreement for a period of five years.

15 Freedom of Information requests

- 15.1 This clause applies if the Customer is an organisation that may be subject to Freedom of Information requests under the Freedom of Information Act 2000 (the **FIA 2000**).
- 15.2 The Customer acknowledges that the Supplier's Confidential Information is information provided in confidence for the purposes of the FIA 2000 and thus is information that is exempt from disclosure under the FIA 2000.
- 15.3 If the Customer receives a Freedom of Information request and requests assistance from the Supplier in relation to such request, the Supplier shall provide such assistance as the Customer reasonably requires in order to enable the Customer to respond to the request. The Customer shall pay the Supplier for all work, time, costs and expenses incurred in connection with such activity on a time and materials basis in accordance with the Supplier's standard pricing terms.

16 Monitoring compliance

- 16.1 During the Service Period and for seven years thereafter the Customer shall maintain full and accurate records relating to Authorised Users' and the Customer's use of the Services under the Agreement.
- 16.2 The Customer shall allow and procure for the Supplier (and any representatives of the Supplier) access to its premises to: (i) inspect use of the Services; and (ii) audit (and take copies of) the relevant records of the Customer, in each case to the extent necessary to verify that the Customer is in compliance with its obligations under the Agreement.
- 16.3 Unless otherwise agreed in writing, the inspection and audit referred to in clause 16.2 shall be undertaken: (i) during the Customer's normal business hours on Business Days; (ii) subject to the provision by the Supplier of a minimum of five Business Days' notice; and (iii) not more than once in any calendar year.
- 16.4 At the Supplier's request from time to time the Customer shall promptly (and in any event within two Business Days of such request) provide the Supplier with copies of the records referred to in clause 16.1.
- 16.5 The Supplier may monitor, collect, store and use information on the use and performance of the Services to detect threats or errors to the Services and/or the Supplier's operations and for the purposes of the further development and improvement of the Supplier's services (**Analytics**). Details of Analytics carried out by the Supplier can be found in the Privacy Policy and Data Protection Addendum. By signing any Order Form the Customer consents to all Analytics.
- 16.6 This clause 16 shall survive termination or expiry of the Agreement for a period of 12 months.

17 Relief

To the maximum extent permitted by law, the Supplier shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of the Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.

18 Limitation of liability

- 18.1 The extent of the Supplier's liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 18.
- 18.2 Subject to clause 18.4, the Supplier's total aggregate liability howsoever arising under or in connection with the Agreement shall not exceed an amount equal to the Fees paid to the Supplier in the 12-month period immediately preceding the first incident giving rise to any claim under the Agreement.
- 18.3 Subject to clause 18.4, the Supplier shall not be liable for consequential, indirect or special losses. Subject to clause 18.4, the Supplier shall not be liable for any of the following (whether direct or indirect): loss of profit; destruction, loss of use or corruption of data; loss or corruption of software or systems; loss or damage to equipment; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and/or harm to reputation or loss of goodwill.
- 18.4 Notwithstanding any other provision of the Agreement, the Supplier's liability shall not be limited in any way in respect of the following: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other losses which cannot be excluded or limited by applicable law.
- 18.5 This clause 18 shall survive the termination or expiry of the Agreement.

19 Suspension

- 19.1 The Supplier may suspend access to the Services to all or some of the Authorised Users and/or suspend performance of the Services if:
 - 19.1.1 the Supplier suspects that there has been any misuse of the Services or breach of the Agreement; or
 - 19.1.2 the Customer fails to pay the Fees by the due date for payment.
- 19.2 Where the reason for the suspension is suspected misuse of the Services or breach of the Agreement, without prejudice to its rights under clause 21, the Supplier will take steps to investigate the issue and may restore or continue to suspend access to the Services and/or performance of the Services at its discretion.
- 19.3 In relation to suspensions under clause 19.1.2, access to the Services and/or performance of the Services will be restored promptly after the Supplier receives payment in full and cleared funds.
- 19.4 Fees shall remain payable during any period of suspension notwithstanding that the Customer or some or all of the Authorised Users may not have access to the Services.
- 19.5 If the Supplier suspends performance of the Services pursuant to this clause 19 any dates for performance shall be extended by the same amount of time as the period of suspension.

20 Renewals

- 20.1 On expiry of the Term indicated in the Order Form the Term shall continue and automatically renew (**First Renewal Date**) for a further period of twelve months and thereafter renew for a further period of twelve months on each anniversary of the First Renewal Date (each of the First Renewal Date and each such anniversary being a **Renewal Date**).
- 20.2 If the Services being provided to the Customer are Trial Services and either party wishes for the Term to expire on the First Renewal Date, it may cause the Subscribed Services to expire on the First Renewal Date by notice provided such notice is served at least 30 days prior to the expiry of the Term. If notice is not served within this timeframe, the Subscribed Services shall renew on the First Renewal Date in accordance with clause 20.1 save that the Services shall no longer be "Trial" Services.
- 20.3 In all other cases if either party wishes for the Term to expire on the next Renewal Date, it may cause the Subscribed Services to expire on that Renewal Date by notice provided such notice is served at least 45 days prior to the relevant Renewal Date. If notice is not served within this timeframe, the Subscribed Services shall renew on the next Renewal Date in accordance with clause 20.1.
- 20.4 On a Renewal Date, the Supplier may increase the Fees up to the greater of (i) the Supplier's then list price; or (ii) five percent.

21 Term and termination

- 21.1 The Agreement shall come into force on Order Acceptance and, unless terminated earlier in accordance with its terms, shall continue until the end of the last Term after which it shall automatically expire.
- 21.2 The Supplier may terminate the Agreement immediately at any time by giving notice in writing to the Customer if the Customer has failed to pay any Fees on the due date and such amount remains unpaid within 20 Business Days after the Customer has received notification that the payment is overdue.
- 21.3 Either party may terminate the Agreement immediately at any time by giving notice in writing to the other party if: (i) the other party commits a material breach of the Agreement and such breach is not remediable; (ii) the other party commits a material breach of the Agreement which is not remedied within 20 Business Days of receiving written notice of such breach; or (iii) the other party becomes the subject of any insolvency-related proceedings.
- 21.4 Any breach by the Customer of the Acceptable Use Policy or of clauses 3 or 11 shall be deemed a material breach of the Agreement which is not remediable.

22 Consequences of termination

- 22.1 Immediately on termination or expiry of the Agreement (for any reason), the rights granted by the Supplier under the Agreement shall terminate and the Customer shall (and shall procure that each Authorised User shall):
 - 22.1.1 stop using the Services; and
 - 22.1.2 destroy and delete or, if requested by the Supplier, return any copies of the Documentation in its possession or control (or in the possession or control of any person acting on behalf of any of them).
- 22.2 Termination or expiry of the Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of the Agreement that is expressly or by implication intended to continue beyond termination.
- 22.3 To the extent the Agreement terminates or expires (other than due to termination by the Customer under clause 7.4 or termination by the Supplier under clause 12.5), any Fees paid are non-refundable. If the Supplier terminates the Agreement in accordance with clause 21.2 or 21.3: (i) the Subscription Fees due for the remainder of the Term shall immediately become due and payable; and (ii) if any Services are being charged on a fixed-fee basis, the remainder of the fixed-fee shall immediately become due and payable.

23 Entire agreement

- 23.1 The Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.
- 23.2 Each party acknowledges that it has not entered into the Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement.
- 23.3 Nothing in the Agreement shall limit or exclude any liability for fraud.

23.4 The Customer's use of the Subscribed Services is governed exclusively by the terms and conditions set out in this Agreement to the exclusion of any terms and conditions contained in any purchase order or other document relating to this Agreement. Neither party shall be bound by any additional, different or conflicting terms, whether printed or otherwise, in any other communication or document or purchase order of the other party relating to this Agreement. Acknowledgement (whether express or implied) by either party of the other party's communications, documents or purchase orders relating to this Agreement which contain additional, different or conflicting terms shall not constitute acceptance of such terms and conditions by the acknowledging party.

24 Notices

- 24.1 Any notice given by a party under the Agreement shall be: (i) in writing and in English; (ii) signed by, or on behalf of, the party giving it (except for notices sent by email); and (iii) sent to the relevant party at the address set out in clause 24.3.
- 24.2 Notices may be given, and are deemed received:
- 24.2.1 by hand: on receipt of a signature at the time of delivery;
 - 24.2.2 by Royal Mail Recorded Signed *For* post: at 9.00 am on the *second* Business Day after posting;
 - 24.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and
 - 24.2.4 by email: on receipt of a read receipt email from the correct address.
- 24.3 Notices shall be sent to:
- 24.3.1 in the case of those to the Supplier, to:
 - (a) Adarga Limited, Temple Chambers, Temple Avenue, London, EC4Y 0DP and marked for the attention of the Head of Legal; or
 - (b) if by email: legal@adarga.ai; and
 - 24.3.2 in the case of those to the Customer, to any email or physical address or contact details notified on the Order Form (as updated from time to time pursuant to clause 24.4).
- 24.4 Any change to the contact details of a party as set out in clause 24.3 shall be notified to the other party in accordance with clause 24.1 and shall be effective: (i) on the date specified in the notice as being the date of such change; or (ii) if no date is so specified, five Business Days after the notice is deemed to be received.
- 24.5 This clause does not apply to notices given in legal proceedings.

25 Variation

No variation of the Agreement shall be valid or effective unless it is: (i) an Amendment made in accordance with the Agreement; or (ii) made in writing, refers to the Agreement and is duly signed or executed by, or on behalf of, each party.

26 Assignment and subcontracting

Except as expressly permitted by the Agreement, neither party shall assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under the Agreement (including the licence rights granted), in whole or in part, without the other party's prior written consent, such consent not to be unreasonably withheld or delayed.

27 Set off

Each party shall pay all sums that it owes to the other party under the Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

28 No partnership or agency

The parties are independent and are not partners or principal and agent and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

29 Severance

- 29.1 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement shall not be affected.
- 29.2 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

30 Waiver

- 30.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under the Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 30.2 No single or partial exercise of any right, power or remedy provided by law or under the Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 30.3 A waiver of any term, provision, condition or breach of the Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

31 Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Agreement (and any documents referred to in it).

32 Third party rights

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

33 Publicity

- 33.1 The Supplier may refer to the Customer as one of the Supplier's customers and may use the Customer's logo as part of such reference.
- 33.2 The Supplier may issue a press release announcing the relationship between the Supplier and the Customer.
- 33.3 Upon request by the Supplier and subject to the Supplier providing reasonable notice, the Customer shall provide the Supplier with a reference that the Supplier can use to market its solutions and services to other customers and/or shall attend reference calls.

34 Authority

Each party represents and warrants to the other that it has the right, power and authority to enter into the Agreement and grant to the other the rights (if any) contemplated in the Agreement and to perform its obligations under the Agreement.

35 Counterparts

The Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement. The Agreement may be executed by electronic means such as by Adobesign or DocuSign.

36 Governing law and jurisdiction

- 36.1 The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 36.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims).

This version of Adarga's Master Terms was last updated in January 2026.