

Futr T&Cs

BACKGROUND

(A) Futr AI has developed certain software applications and platforms which it makes available to Customers via the internet on a licence basis for the purpose of facilitating engagement between the Customer and its users. These terms and conditions cover the following products:

- (i) Outside: tools for communicating with customers / users / citizens outside your organisation
- (ii) Inside: tools for communicating with staff inside your organisation.

(B) The Customer wishes to use Futr AI's service in its business operations.

(C) Futr AI has agreed to provide and the Customer has agreed to take and pay for Futr AI's service subject to the following terms and conditions.

If you have any questions regarding these terms please contact us at legals@futr.ai or Futr AI, 7 Bell Yard, London, United Kingdom, WC2A 2JR.

1. INTERPRETATION

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

Authorised Users – Those persons who are authorised by the Customer to use the Services, as further described in clause 3.2.5.

Business Day – a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Conditions – these terms and conditions or any updated version that may be in force at the relevant Live Date.

Confidential Information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.5 or clause 13.6.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures – as defined in the Data Protection Legislation.

Contract – the contract between Futr AI Limited and the Customer for the supply of Services, incorporating the Conditions

Customer – The person or legal entity who purchases the service

Customer Data – the data inputted by the Customer, Authorised Users, or Futr AI on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer Materials – means all data, documents, information, items and materials in any form, including any Customer Data whether owned by the Customer or a third party, which are provided by the Customer to Futr AI in connection with the Services or posted onto the Services by an Authorised User or the Customer;

Data Protection Legislation – the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Futr AI – FUTR AI LIMITED incorporated and registered in England and Wales with company number 10673540 whose registered office is at 7 Bell Yard, London, United Kingdom, WC2A 2JR

Heightened Cybersecurity Requirements – any laws, regulations, codes, guidance (from regulatory and advisory bodies. Whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User (but not Futr AI) relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Initial Subscription Term – means the initial term of the Contract stated in the relevant Order Confirmation and starting on the Live Date;

Live Date – means the date on which Futr AI starts the Customer onboarding process;

Mark – any trade mark, trade name, service mark, logo, or other brand feature used or applied by the Customer at any time and irrespective of whether or not registered.

Normal Business Hours – 9.00 am to 6.00 pm local UK time, each Business Day.

Order – means the Customer's request for Services;

Order Confirmation – means Futr AI confirmation of its acceptance of an Order issued by email or otherwise;

Privacy Policy – means the privacy policy available on Futr AI's website <https://futr.ai/privacy-policy> or such other website address as may be notified to the Customer from time to time

Renewal Period – the period described in clause 16.1.

Services – the services as detailed in the Order Confirmation, or otherwise agreed in writing, and provided by Futr AI to the Customer;

Set Up Fees – the fees if any specified in the Order Confirmation for the Set Up Services;

Set Up Services – If applicable, the design, configuration and testing services to ensure the customer's systems are suitable for Futr AI's services;

Software – the online software platform and/or applications provided by Futr AI as part of the Services.

Special Conditions – Any other terms and conditions agreed by Futr AI and set out in the Order Confirmation.

Subscription Fees – the subscription fees payable by the Customer to Futr AI for the User Subscriptions, as set out in the Order Confirmation or if different as set out on the pricing pages published on the Futr AI's website.

Subscription Term – has the meaning given in clause 16.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Supervisory Authority – the Information Commissioner's Office in the United Kingdom and/or such other supervisory body as may be appropriate to the Processing and/or Data Subjects in question;

Trial Services – Has the meaning given in clause 6.4.

UK Data Protection Legislation – all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

User Subscriptions – the user subscriptions purchased by the Customer pursuant to clause 11.1 which entitle Authorised Users to access and use the Services in accordance with the Contract.

Virus – any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability – a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.9 A reference to writing or written includes faxes but not e-mail.

1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 An Order shall only be deemed to be legally binding on Futr AI and the Customer once Futr AI accepts the Order by either:

2.2.1 providing the Customer with an Order Confirmation; or

2.2.2 by starting to provide the Services,

whichever happens first.

2.3 Any samples, drawings, descriptive matter or advertising issued by Futr AI, and any descriptions or illustrations contained in Futr AI 's brochures or on its website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 If Futr AI provides the Customer with a quotation or proposal, it shall not constitute an offer until an Order has been placed and accepted in accordance with these Conditions. Any quotation or proposal is only valid for a period of 20 Business Days from its date of issue.

3. USER SUBSCRIPTIONS

3.1 Subject to the Customer purchasing the Services and User Subscriptions in accordance with clause 4.3 and clause 11.1, the restrictions set out in this clause 3 and the Customer's compliance with the other terms and conditions of this agreement, Futr AI hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations.

3.2 In relation to the Authorised Users, the Customer undertakes that:

3.2.1 the Authorised Users meet any eligibility requirements advised by Futr AI to use the Services;

3.2.2 the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;

3.2.3 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;

3.2.4 each Authorised User shall keep a secure password for his use of the Services, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential;

3.2.5 it shall maintain a written, up to date list of current Authorised Users and provide such list to Futr AI within 5 Business Days of Futr AI's written request at any time or times;

3.2.6 it shall permit Futr AI or Futr AI's designated auditor to audit the Services in order to establish the name and password of each Authorised User and Futr AI's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at Futr AI's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

3.2.7 if any of the audits referred to in clause 3.2.6 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Futr AI's other rights, the Customer shall promptly disable such passwords and Futr AI shall not issue any new passwords to any such individual; and

3.2.8 if any of the audits referred to in clause 3.2.6 reveal that the Customer has underpaid Subscription Fees to Futr AI, then without prejudice to Futr AI's other rights, the Customer shall pay to Futr AI an amount equal to such underpayment within 10 Business Days of the date of the relevant audit.

3.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

3.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

3.3.2 facilitates illegal activity;

3.3.3 depicts sexually explicit images;

3.3.4 promotes unlawful violence;

3.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

3.3.6 is otherwise illegal or causes damage or injury to any person or property; and Futr AI reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

3.4 The Customer shall not:

3.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or

(b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

3.4.2 access all or any part of the Services in order to build a product or service which competes with the Services and/or the Documentation; or

3.4.3 use the Services to provide services to third parties; or

3.4.4 subject to clause 24.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or

3.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services other than as provided under this clause 3; or

3.4.6 introduce or permit the introduction of, any Virus or Vulnerability into Futr AI's network and information systems.

3.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Futr AI.

3.6 The rights provided under this clause 3 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

4. ADDITIONAL SERVICES / USER SUBSCRIPTIONS

4.1 Subject to clause 4.2 and clause 4.3, the Customer may, from time to time during any Subscription Term, purchase additional Services and/or User Subscriptions in excess of the number previously agreed and Futr AI shall grant access to the

Services to such additional Authorised Users in accordance with the provisions of the Contract.

4.2 If the Customer wishes to purchase additional Services and/or User Subscriptions, the Customer shall notify Futr AI in writing. Futr AI shall evaluate such request for additional Services and/or User Subscriptions and respond to the Customer with approval or rejection of the request.

4.3 If Futr AI approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 14 days of the date of Futr AI's invoice, pay to Futr AI the relevant fees for such additional User Subscriptions as advised by Futr AI and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by Futr AI for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

5. SET UP AND MINIMUM REQUIREMENT

5.1 If applicable, and in consideration of the Customer paying the Set-Up Fees, Futr AI will provide the Customer with an estimated Live Date for the Services and will use reasonable endeavours to complete the Set Up Services by the Live Date but, given the nature of technology platforms, there is always the possibility of unforeseen complexities with completing the Set Up Services, therefore Futr AI cannot guarantee this estimated Live Date. Futr AI will notify the Customer if there is likely to be any significant delay in providing the Set-Up Services.

5.2 If the Customer delays in providing any information or assistance reasonably requested by Futr AI this may result in a delay to the Live Date, for which the Customer shall be solely liable.

5.3 If the Customer fails to comply, or delays in complying, with any of its obligations under the Contract, then Futr AI may not be able to provide the Customer with the Services, or it may impact upon or delay Futr AI's ability to do so (and in some situations Futr AI may need to suspend the Services on written notice pending rectification of such non-compliance). In the event of any delays in provision of such assistance, Futr AI may adjust any Live Date, timetable or delivery schedule as reasonably necessary and Futr AI shall not be liable for any costs or losses incurred as a result of such delays (and the Customer shall promptly following written demand reimburse Futr AI in respect of any costs or losses incurred as a direct result).

6. SERVICES

6.1 Futr AI shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of the Contract.

6.2 Futr AI shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

6.2.1 planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and

6.2.2 urgent unscheduled maintenance provided that Futr AI has used reasonable endeavours to give the Customer as much notice in advance as is possible.

6.3 Futr AI will, as part of the Services and at no additional cost to the Customer, provide the Customer with Futr AI's standard customer support services during Normal Business Hours. The Customer may purchase enhanced support services separately at Futr AI's then current rates.

6.4 Futr AI may at its sole discretion offer trial periods for use of the Services, which shall be agreed with the Customer in writing from time to time (Trial Services).

6.5 The Trial Services shall:

6.5.1 be subject to withdrawal at any time and without notice at Futr AI's sole discretion; and

6.5.2 be subject to these Conditions for their duration.

6.6 Futr AI reserves the right not to provide customer support services to customers of Trial Services.

6.7 If the Customer wishes to upgrade the Trial Services to purchase a full subscription for the Services it may do so by submitting an Order in accordance with clause 2 and making the applicable payment in accordance with clause 11.

7. CUSTOMER DATA

7.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

7.2 Futr AI shall follow its archiving procedures for Customer Data as set out in its back-up policy, as such document may be amended by Futr AI in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Futr AI shall be for Futr AI to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Futr AI in accordance with the archiving procedure described in its applicable back-up policy. Futr AI shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Futr AI to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under clause 7.9).

7.3 Futr AI shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Customer Data, as such document may be amended from time to time by Futr AI in its sole discretion.

7.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

7.5 The parties acknowledge that:

7.5.1 if Futr AI processes any personal data on the Customer's behalf when performing its obligations under this agreement, the Customer is the controller and Futr AI is the processor for the purposes of the Data Protection Legislation.

7.5.2 Unless otherwise agreed in writing, Futr's Privacy Policy found at <https://futr.ai/privacy-policy> sets out the scope, nature and purpose of

processing by Futr AI, the duration of the processing and the types of personal data and categories of data subject.

7.5.3 the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and Futr AI's other obligations under this agreement.

7.6 Without prejudice to the generality of clause 7.4, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Futr AI for the duration and purposes of this agreement so that Futr AI may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf.

7.7 Without prejudice to the generality of clause 7.4, Futr AI shall, in relation to any personal data processed in connection with the performance by Futr AI of its obligations under this agreement:

7.7.1 process that personal data only on the documented written instructions of the Customer unless Futr AI is required by the laws of any member of the European Union or by the laws of the European Union applicable to Futr AI and/or Domestic UK Law (where Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (Applicable Laws). Where Futr AI is relying on Applicable Laws as the basis for processing personal data, Futr AI shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Futr AI from so notifying the Customer;

7.7.2 not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

- (a) the Customer or Futr AI has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) Futr AI complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- (d) Futr AI complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

7.7.3 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

7.7.4 notify the Customer without undue delay on becoming aware of a personal data breach;

7.7.5 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and

7.7.6 maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and immediately inform the Customer if, in the opinion of Futr AI, an instruction infringes the Data Protection Legislation.

7.8 Each party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

7.9 Subject to the provisions of clause 7.10, Futr AI shall not divulge the Personal Data whether directly or indirectly to any person, firm or company without the express consent of the Customer.

7.10 The Customer consents to Futr AI appointing third party processors to process personal data under this agreement. Futr AI confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 7 and in either case which Futr AI confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Futr AI, Futr AI shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7. For an up-to-date list of our sub-processors, please email hello@futr.ai.

7.11 Either party may, at any time on not less than 30 days' notice, revise this clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

8. THIRD PARTY PROVIDERS

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

9. FUTR AI'S OBLIGATIONS

9.1 Futr AI will perform the Services with reasonable skill and care.

9.2 The obligation in Clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Futr AI's instructions.

9.3 Futr AI:

9.3.1 does not warrant that:

- (a) the Customer's use of the Services will be uninterrupted or error-free; or
- (b) that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
- (c) the Software or the Services will be free from Vulnerabilities; or
- (d) the Software or Services will comply with any Heightened Cybersecurity Requirements.

9.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.3.3 Futr AI warrants that it has and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this agreement.

10. CUSTOMER'S OBLIGATIONS

10.1 The Customer shall:

10.1.1 provide Futr AI with:

- (a) all necessary co-operation in relation to the Contract; and
- (b) all necessary access to such information as may be required by Futr AI; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

10.1.2 without affecting its other obligations under the Contract, comply with all applicable laws and regulations with respect to its activities under the Contract;

10.1.3 carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Futr AI may adjust any agreed timetable or delivery schedule as reasonably necessary;

10.1.4 ensure that the Authorised Users use the Services in accordance with the terms and conditions of the Contract and shall be responsible for any Authorised User's breach of this agreement;

10.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for Futr AI, its contractors and agents to perform their obligations under the Contract, including without limitation the Services;

10.1.6 ensure that its network and systems comply with the relevant specifications provided by Futr AI from time to time; and

10.1.7 be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Futr AI's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

11. CHARGES AND PAYMENT

11.1 Unless otherwise agreed in writing between Futr AI and the Customer, Futr AI shall invoice the Customer for:

11.1.1 Set Up Fees, if applicable and agreed in advance;

11.1.2 the Subscription Fees in advance; and

11.1.3 any additional fees payable in connection with the Contract in arrears, at the start of the month following the month in which they were incurred.

11.2 The Customer shall on or before the Live Date provide to Futr AI valid, up-to-date and complete credit card details or approved purchase order information acceptable to Futr AI and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

11.2.1 its credit card details to Futr AI, the Customer hereby authorises Futr AI to bill such credit card:

(a) on the Live Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(b) subject to clause 16.1, on the 1st of each anniversary of the Live Date for the Subscription Fees payable in respect of the next Renewal Period;

11.2.2 its approved purchase order information to Futr AI, Futr AI shall invoice the Customer:

(a) on the Live Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(b) subject to clause 16.1, at least 30 days prior to each anniversary of the Live Date for the Subscription Fees payable in respect of the next Renewal Period, and the Customer shall pay each invoice within 14 days after the date of such invoice.

11.3 If Futr AI has not received payment within 14 days after the due date (subject to a right for the Customer to withhold any portion of an invoice under genuine dispute), and without prejudice to any other rights and remedies of Futr AI:

11.3.1 Futr AI may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Futr AI shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

11.3.2 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 Futr AI's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

11.4 All amounts and fees stated or referred to in this agreement:

11.4.1 shall be payable in pounds sterling;

11.4.2 are, subject to clause 15.3.2, non-cancellable and non-refundable;

11.4.3 are exclusive of value added tax, which shall be added to Futr AI's invoice(s) at the appropriate rate.

11.5 If, at any time whilst using the Services, the Customer exceeds the amount of chatbot messages as specified in the Order Confirmation (Messages Cap), Futr AI shall charge the Customer, and the Customer shall pay, Futr AI's then current excess messages fees.

12. PROPRIETARY RIGHTS

12.1 The Customer acknowledges and agrees that Futr AI and/or its licensors own all intellectual property rights in the Services and Software. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or

in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Software.

12.2 Futr AI confirms that it has all the rights in relation to the Services and the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

12.3 The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Materials.

12.4 In relation to the Customer Materials, the Customer:

12.4.1 and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and

12.4.2 grants Futr AI a fully paid-up, non-exclusive, royalty-free licence, with a right to grant sub-licences, to use, copy and modify the Customer Materials for the Subscription Term for the purpose of providing the Services to the Customer.

12.5 The Customer warrants that the receipt and use of the Customer Materials in the performance of the Contract by Futr AI, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party.

12.6 If there is a suggestion that receipt or use of the Customer Materials by Futr AI or anyone acting on its behalf infringes the rights of a third party, Futr AI reserves the right to remove the offending content from the Service as soon as practicable and suspend the Services, in whole or in part, until the Customer can evidence to Futr AI's satisfaction that no such infringement is taking place.

12.7 The Customer gives its consent to Futr AI to use any Mark in advertising or marketing materials, such consent can be withdrawn or modified at any time by the giving of written notification by the Customer to Futr AI. If such consent is given by the Customer, any reference to any Mark in advertising or marketing materials shall, where applicable, be strictly in accordance with written instructions from time to time. For the avoidance of doubt, Futr AI shall not use any Mark as part of its corporate or business name and shall not seek any registration for any Mark whether as a trade or service mark or as an internet domain name.

12.8 The Customer agrees to act as a reference for the Futr AI and agrees to participate in the creation of written case studies, video testimonials, one to one customer conversations, research activities and other sales and marketing activities. Futr AI confirms that it will obtain the Customer's approval of the final content associated with the above prior to public release.

12.9 The Customer gives its consent to Futr AI to use any Mark in advertising or marketing materials and, in a mutually agreed form, shall give its consent to the preparation of a case study and press release on the Customer's use of Futr AI's services. Such consent can be withdrawn or modified at any time by the giving of written notification by the Customer to Futr AI. If such consent is given by the Customer, any reference to any Mark in advertising or marketing materials shall, where applicable, be strictly in accordance with written instructions from time to time. For the avoidance of doubt, Futr AI shall not use any Mark as part of its

corporate or business name and shall not seek any registration for any Mark whether as a trade or service mark or as an internet domain name.

12.10 Any permission granted by the Customer pursuant to these terms and conditions allowing use of a Mark does not constitute a warranty by the Customer as to the non-infringement by use of such Mark of any third party IPR.

13. CONFIDENTIALITY

13.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

- 13.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 13.1.2 was in the other party's lawful possession before the disclosure;
- 13.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- 13.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

13.2 Subject to clause 13.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this agreement.

13.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

13.4 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, 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 13.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

13.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Futr AI's Confidential Information.

13.6 Futr AI acknowledges that the Customer Data is the Confidential Information of the Customer.

13.7 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

13.8 The above provisions of this clause 13 shall survive termination of the Contract, however arising.

14. INDEMNITY

14.1 The Customer shall defend, indemnify and hold harmless Futr AI against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:-

14.1.1 the Customer's use of the Services, Software and/or Documentation other than in accordance with the terms of this agreement; and or

14.1.2 any Customer Materials including Customer Data, used by Futr AI in accordance with the Contract and/or as instructed by the Customer or anyone acting on its behalf.

14.2 Futr AI shall, subject to the provisions of clause 15.3 indemnify the Customer in respect of any compensation or legal fees awarded against or paid by the Customer arising directly from a third-party claim that the Customer's use of the Services in accordance with Contract infringes the rights of such third party, to the extent that such amounts cannot reasonably be mitigated and provided that:

14.2.1 Futr AI is given prompt notice of any such claim;

14.2.2 the Customer provides reasonable co-operation to Futr AI in the defence and settlement of such claim, at Futr AI's expense; and

14.2.3 Futr AI is given sole authority to defend or settle the claim.

14.3 In the defence or settlement of any claim referenced at clause 14.2 above, Futr AI may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

14.4 In no event shall Futr AI, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement of third party rights arises in connection with:

14.4.1 any Customer Materials;

14.4.2 the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Futr AI; or

14.4.3 the Customer's use of the Services or Software after notice of the alleged or actual infringement from Futr AI or any appropriate authority; and Futr AI reserves the right to recover any losses, costs or liabilities it incurs in relation to such matters pursuant to clause 14.1

14.5 The foregoing and clause 15.3.2 states the Customer's sole and exclusive rights and remedies, and Futr AI's (including Futr AI's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

15. LIMITATION OF LIABILITY

5.1 Except as expressly and specifically provided in this agreement:

15.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Futr AI shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Futr AI by the Customer in connection with the Services, or any actions taken by Futr AI at the Customer's direction;

15.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
15.1.3 the Services (including any Trial Services) and Software are provided to the Customer on an “as is” basis.

15.2 Nothing in this agreement excludes the liability of Futr AI:

15.2.1 for death or personal injury caused by Futr AI’s negligence; or

15.2.2 for fraud or fraudulent misrepresentation.

15.3 Subject to clause 15.1 and clause 15.2:

15.3.1 Futr AI shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract; and

15.3.2 Futr AI’s total aggregate liability in contract (including in respect of the indemnity at clause 14.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Contract shall be limited to the lesser of i) £50,000 or ii) the total Subscription Fees paid for the Services during the 12 months immediately preceding the date on which the claim arose.

16. TERM AND TERMINATION

16.1 The Contract shall, unless otherwise terminated as provided in this clause 16 or otherwise agreed in writing, commence on the Live Date and shall continue for the Initial Subscription Term and, thereafter, be automatically renewed for successive yearly periods as stated in the Order Confirmation (each a Renewal Period) with annual rate inflation increase of 5% unless:

16.1.1 either party notifies the other party of termination, in writing, at least three months before the end of the Initial Subscription Term or any Renewal Period, as applicable, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

16.1.2 otherwise terminated in accordance with the provisions of this agreement; and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

16.2 Without affecting any other right or remedy available to it, Futr AI may terminate the Contract and/or suspend the Services with immediate effect by giving written notice to the Customer if:

16.2.1 the Customer fails to pay any amount due under this agreement on the due date for payment;

16.2.2 the Customer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so;

16.2.3 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

16.2.4 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

16.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

16.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer;

16.2.7 the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;

16.2.8 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

16.2.9 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;

16.2.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2.3 to clause 16.2.9 (inclusive);

16.2.11 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.3 On termination of this agreement for any reason:

16.3.1 all licences granted under the Contract shall immediately terminate and the Customer shall immediately cease all use of the Services;

16.3.2 each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party;

16.3.3 Futr AI will not return any Customer Data unless Futr AI receives, no later than 10 days after the Live Date of termination, a written request from the Customer to do so. Instead, Futr AI will endeavour to ensure all Customer Data is securely destroyed. If Customer Data is required then Futr AI shall use reasonable commercial endeavours to deliver the most recent backup of the Customer Data to the Customer within 30 days of receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding (whether or not due at the date of termination) and the Customer shall pay all reasonable expenses incurred by Futr AI in returning or disposing of any such back-up;

16.3.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

16.3.5 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect, including clauses 7 (Customer Data), 12

(Proprietary Rights), 13 (Confidentiality), 14 (Indemnity), 15 (Limitation of liability).

17. FORCE MAJEURE

Futr AI shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Futr AI or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

18. CONFLICT

If there is an inconsistency between any of the provisions in these terms and conditions and the Schedules, the Order Confirmation, the provisions in the Order Confirmation shall prevail followed by these Conditions.

19. VARIATION

Futr AI may vary the terms of the Contract by notifying the Customer in writing.

20. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. RIGHTS AND REMEDIES

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

22. SEVERANCE

22.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

22.2 If any provision or part-provision of the Contract is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. ENTIRE AGREEMENT

23.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

23.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

23.4 Nothing in this clause shall limit or exclude any liability for fraud.

24. ASSIGNMENT

24.1 The Customer shall not, without the prior written consent of Futr AI, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

24.2 Futr AI may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

25. NO PARTNERSHIP OR AGENCY

Nothing in this Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

26. THIRD PARTY RIGHTS

The Contract does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27. NOTICES

27.1 Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Contract, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in the Contract.

27.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall

be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

28. GOVERNING LAW

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

29. JURISDICTION

Each party irrevocably agrees 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 Contract or its subject matter or formation (including non-contractual disputes or claims).