

1 INTERPRETATION

In these Conditions the following words have the following meanings:

Conditions: the terms and conditions as amended from time to time in accordance with Clause 14.8.

Contract: has the meaning given to it in Clause 2.1.

Commencement Date: the date for commencement of the Services as detailed in the Order.

Customer: the person or firm who purchases Services as specified in the Order.

Customer Default: has the meaning given to it in Clause 5.2.

Customer Personal Data: the personal data which is provided by or on behalf of the Customer to the Supplier and /or obtained by the Supplier pursuant to the Services and for which the Customer is the data controller.

Data Protection Law: means the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, as well as any successor legislation to the GDPR and Data Protection Act 1998, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable law relating to the processing or protection of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

"data controller", "data subject", "personal data", "personal data breach" and "processing" shall bear the respective meanings given them in the GDPR (and **"process"** shall be construed accordingly).

Deliverables: the deliverables set out in the Specification produced by the Supplier for the Customer pursuant to the Services, including without limitation data, source code and the contents of reports submitted under Clause 3.7.

Intellectual Property Rights: the patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Working Day: a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London are open for business.

Open Source: any software programs included in the Deliverables which are licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (<http://www.opensource.org/docs/definition.php>).

Order: the Customer's order for the supply of the Services, as set out overleaf, as signed by both parties.

Price: has the meaning given to it in Clause 6.1.

Security Breach: has the meaning given to it in Clause 8.1.7.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Specification: the description or specification for the Services and/or Deliverables provided in the Order or otherwise provided in writing by the Supplier to the Customer.

Supplier: Applied Data Science Partners Limited, a company registered in England and Wales company number 10375946 whose registered office is at 1 Cornhill, London, England, EC3V 3ND.

Supplier Materials: has the meaning given to it in Clause 5.1.5.

1.1 Interpretation:

1.1.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.1.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.1.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.1.4 A reference to writing or written includes emails, but not faxes.

2 BASIS OF CONTRACT

2.1 This Contract is made up of: 1) the Order; and 2) the Specification 3) these Conditions (together the **"Contract"**). In the event of any conflict or ambiguity between the terms of the Contract, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

2.2 This Services shall commence on the Commencement Date and shall continue until the earlier of: i) the period so specified in the Order; or ii) the date of successful completion and supply of the Services and/or Deliverables by the Supplier to the Customer (as determined in accordance with Clause 4).

2.3 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.

3 SUPPLY OF THE SERVICES

3.1 The Supplier shall supply the Services to the Customer in accordance with the Contract in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order and/or Specification.

3.3 The Supplier reserves the right to amend the Services upon Agreement with the Customer if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.

3.4 The Supplier warrants to the Customer that the Services will be provided using all due care, skill and diligence, in accordance with good industry practice (in the Supplier's profession) and in accordance with all applicable laws.

3.5 The Supplier shall cooperate with the Customer (and such third parties as the Customer may from time to time nominate for the purpose of performing the Services) in all matters relating to the Services and shall comply with all reasonable instructions of the Customer.

3.6 On request, the Supplier shall provide the Customer with update reports detailing the progress of the Services and the Deliverables.

3.7 The Supplier shall obtain and maintain all necessary licences, permissions and consents which may be required for the supply of the Services.

3.8 The Supplier shall keep all materials, equipment, documents and other property of the Customer (**"Customer Materials"**) at the Supplier's premises in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation.

3.9 The Supplier shall maintain in force during the term of the Contract adequate insurance cover with reputable insurers acceptable to the Customer.

3.10 The Supplier shall maintain complete and accurate records and information to demonstrate compliance with the Contract and

allow for audits by the Customer or the Customer's designated auditor.

4 ACCEPTANCE

- 4.1 Following performance of the relevant Services the Customer shall have a reasonable time to test and review the Services, including the Deliverables. Acceptance of each Deliverable shall occur 20 Working Days from delivery to the Customer of the relevant Deliverable unless the Supplier has received a written notice from the Customer setting out, in sufficient detail to allow the Supplier to remediate any such issue, the basis for rejection of the Services and/or Deliverables. In such circumstances the Supplier shall use all reasonable endeavours to remedy the defect and re-submit the Deliverable to the Supplier within a reasonable time. The process shall be repeated until the Deliverable is accepted, unless otherwise agreed in writing between the parties.
- 4.2 The Supplier shall ensure that the Deliverables are and will remain free from material defects for a period of 60 days from the date of acceptance.

5 CUSTOMER'S CO-OPERATION

- 5.1 The Customer shall:
- 5.1.1 use all reasonable endeavours to ensure that any information it provides to the Supplier is complete and accurate in all material respects;
- 5.1.2 co-operate with the Supplier in all matters relating to the Services;
- 5.1.3 subject to Clause 3.6, provide the Supplier, its employees with access to the Customer's premises, office accommodation and other facilities to the extent this is reasonably required by the Supplier to provide the Services subject to such employees entering into any confidentiality agreement required by the Customer, not disrupting the Customer's business and following any rules or limitation on the use of the premises as requested by the Customer;
- 5.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and use reasonable endeavours to ensure that such information is provided promptly; and
- 5.1.5 comply with any additional obligations as set out in the Specification.
- 5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer, or failure by the Customer to perform any relevant obligation, time for performance shall be extended by a period equal to such delay.

6 CHARGES AND PAYMENT

- 6.1 Unless otherwise agreed by the Supplier in writing, the price for the Services shall be the price set out in the Order ("Price") and shall be inclusive of all costs and charges except that the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, fees or disbursements and for the cost of services provided by third parties required by the Supplier for the performance of the Services PROVIDED THAT the Supplier obtains the Customer's prior written approval to incur such expenses, fees and disbursements.
- 6.2 The Supplier shall invoice the Customer for the Price on or at any time after completion of delivery of the Services or such other invoice date as is agreed in the Order.
- 6.3 The Customer shall pay the invoice submitted by the Supplier if undisputed:
- 6.3.1 within 30 days of the date of the invoice; and
- 6.3.2 in full and in cleared funds to a bank account nominated in writing by the Supplier.

- 6.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).

- 6.5 All undisputed amounts payable by the Customer under the Contract shall become due immediately upon termination of the Contract despite any other provision but shall be payable 30 days from receiving the invoice.

- 6.6 If the Customer fails to make a payment of an undisputed sum due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, at 2% a year above the Bank of England's base rate from time to time. Any disputed invoice shall not bear interest until it is agreed to by the parties and becomes payable as set out in clause 6.3 above.

- 6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer and the Customer Personal Data) shall be owned by the Supplier.
- 7.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services.
- 7.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by Clause 7.2 without the prior written approval of the Supplier.
- 7.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials (including the Customer Personal Data) provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 7.5 The Supplier shall be permitted to use Open Source in the Services and the Deliverables which is licensed under the MIT open source software licence and the Supplier shall provide a list of any Open Source that it proposes to use at the start of each development phase. Where Open Source is to be licensed under an open source software licence other than the MIT open source software licence, the Supplier shall seek prior written consent from the Customer prior to any use of such Open Source.

8 DATA PROTECTION

- 8.1 The Supplier shall:
- 8.1.1 only process the Customer Personal Data for the purposes of providing the Services (and for no other purpose whatsoever) and in accordance with, the Customer's reasonable and lawful written instructions from time to time;
- 8.1.2 implement, and at all times during this Contract maintain, appropriate technical and organizational measures to protect the Customer Personal Data against unauthorised or unlawful processing and accidental loss or damage and observing the data protection principles so as to allow you to comply with the seventh data protection principle;
- 8.1.3 provide to the Customer on request a detailed written description of the technical and organizational measures in place to protect the Customer Personal Data, provided that such requests shall not be made more than twice per 12 months;
- 8.1.4 not transfer the Customer Personal Data to countries outside the European Economic Area without the prior written consent of the Customer which may be refused at the Customer's sole discretion or granted subject to such conditions as the Customer (in its sole discretion) deems necessary;

- 8.1.5 comply with its obligations under any applicable Data Protection Law, and shall not, by act or omission, put the Customer in breach of, or jeopardise, any registration under, any such Data Protection Law;
- 8.1.6 promptly notify the Customer in writing of any notices received by the Supplier relating to the processing of any Customer Personal Data, including subject access requests, complaints and/or correspondence from any regulatory body and provide such information and assistance as the Customer may reasonably require in relation to such notice (at no cost to the Customer);
- 8.1.7 promptly notify the Customer in writing if any of the Customer Personal Data has been disclosed in breach of this Clause 8 or if it suspects or becomes aware of any actual, threatened or potential breach of security of the Customer Personal Data ("**Security Breach**"). The Supplier shall also provide the Customer with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the identity of each affected person as soon as the information can be collected or becomes available, as well as any other information which you may reasonably request relating to the Security Breach; and
- 8.1.8 permit the Customer and its representatives (at no cost to the Customer) to inspect and audit the Supplier's data processing activities (and those of its authorised data third parties) and comply with all reasonable requests to enable the Customer to verify and/or procure that the Supplier is complying with this Clause 8, provided that such inspection and audit is carried out following reasonable advance written notice to the Supplier and in a manner not to interrupt the Supplier's business.
- 8.2 The Supplier shall:
- 8.2.1 not permit any processing of the Customer Personal Data by any agent or sub-contractor or other third party ("**data third parties**") without the prior written authorisation of the Customer; and provided that the Supplier shall impose upon any such sub-processors obligations which are substantially the same as to those imposed on us under this Contract; and
- 8.2.2 ensure that access to the Customer Personal Data is limited to those employees or authorised data third parties who need access to it to perform the Services and that all such employees and authorised data third parties are informed of the confidential nature of the Customer Personal Data and are assessed by the Supplier to ensure their reliability;
- 8.3 If and to the extent that the Customer collects and passes Customer Personal Data to the Supplier pursuant to this Contract, it warrants that it has obtained appropriate consent from all data subjects to whom it relates, to pass their personal data to the Supplier for the purposes of performing the Services.
- 8.4 Neither party shall do or refrain from doing anything which puts the other in breach of its obligations in this Clause 8 except in the case that taking such action or refraining from taking it will negatively affect their business.

9 CONFIDENTIALITY

- 9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, technology, customers, clients or suppliers of the other party ("**Confidential Information**"), except as permitted by Clause 9.2.
- 9.2 Each party may disclose the other party's Confidential Information:
- 9.2.1 to its employees and officers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees and officers to whom it discloses the other party's Confidential Information comply with this Clause 8 prior to any disclosure; and

- 9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 9.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

10 LIMITATION OF LIABILITY

- 10.1 Subject to Clause 10.2, the following provisions of this Clause 10 set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation or otherwise howsoever.
- 10.2 Nothing in these Conditions shall limit or exclude the liability or remedy of either party:
- 10.2.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
- 10.2.2 for fraud or fraudulent misrepresentation;
- 10.2.3 for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979;
- 10.2.4 for any act, omission or matter, liability for which may not be legally excluded or limited;
- 10.3 Subject to Clause 10.2:
- 10.3.1 the Supplier's total liability to the Customer under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever shall in no circumstances exceed 100% of the Price; and
- 10.3.2 the Supplier shall not have any liability to the Customer, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever, for any loss of profit, loss of business, depletion of goodwill or any indirect or consequential loss whatsoever arising out of or in connection with the Contract.

11 TERMINATION

- 11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 11.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
- 11.1.2 the other party is wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), has a receiver appointed to any of its assets or ceases to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 11.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business
- 11.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 11.3 Where the Supplier terminates this contract at any time without cause no fee shall be payable.
- 11.4 Where the contract is terminated by mutual agreement of the parties the Customer shall remain liable to pay the Supplier for the work carried out.

12 CONSEQUENCES OF TERMINATION

- 12.1 On termination of the Contract:
- 12.1.1 the Customer shall promptly pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and,

in respect of Services properly supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, except when the Supplier has terminated the contract for a reason not provided for in clause 11 above and has not delivered the Deliverables; and

- 12.1.2 the Customer shall return all of the Supplier Materials (including Supplier Confidential Information). Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - 12.1.3 the Supplier shall return all of the Customer Materials (including Customer Confidential Information). Until they have been returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - 12.1.4 the licence granted under Clause 7.2 shall continue in full force; and
 - 12.1.5 the Supplier shall promptly deliver to the Customer all Deliverables whether or not then complete.
- 12.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry. Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect, including.

13 FORCE MAJEURE

If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable, (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency or calamity, failure of energy supply, disruption to transport, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, loss at sea or epidemics), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation. If any event described in this clause 13 occurs over a period of more than 20 consecutive days, either party may immediately terminate the Contract.

14 GENERAL

- 14.1 Neither party may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 14.2 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail

if overseas) to its registered office or such changed address as shall be notified to the other party from time to time. Communications shall be deemed to have been received: (a) if delivered personally, at the time of delivery to the address; (b) if sent by pre-paid registered post or recorded delivery, 48 hours after posting; and (c) if sent by pre-paid registered airmail, at 9.00am on the fifth Working Day after posting. This Clause 14.2 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution. A notice can be served via email to the Customer at <customer_email> and to the Supplier at: legal@adsp.ai.

- 14.3 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "void provision") such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such deletion as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.
- 14.4 A failure to exercise, or delay in exercising a right, power or remedy provided to a party by these Conditions or by law does not constitute a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.
- 14.5 This Contract constitutes the entire Contract and understanding of the parties and supersedes and extinguishes all previous drafts, agreements and understandings between them, whether oral or in writing, relating to its subject matter. Each party acknowledges and agrees that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding made by or on behalf of a party (made innocently) which is not expressly set out in this Contract.
- 14.6 Neither Party shall have any claim for innocent misrepresentation based upon any statement, representation, assurance or warranty in this Contract.
- 14.7 No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Contract.
- 14.8 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 14.9 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Customer shall not have, nor represent that it has, any authority to make or enter into any commitments on a party's behalf or otherwise bind a party in any way.
- 14.10 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 and claims) shall be governed by and construed in accordance with the law of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.