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SERVICE SCHEDULE

(1) **BUYER NAME**

company number _____ whose registered office is at _____
is a part ("The Buyer"); and

(2) **APOLITICAL GROUP LIMITED** company number 09812036 whose registered office is
20-22 Wenlock Road, London, N17GU ("**Apolitical**")

1. Background

The Buyer, _____, has agreed to purchase services from Apolitical, an online network of public servants, with a mission to make governments smarter

Definitions:

Apolitical Materials	any and all materials, documents, data or other content which have been developed by or on behalf of Apolitical
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Buyer Materials	materials, documents, data, or content supplied by or on behalf of the Buyer for use in connection with the Services
Commencement Date	the date when this Agreement has been signed by both Parties.
Intellectual Property Rights ("IPR")	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and 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

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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.

Improvements	means the improvements made to the Platform, or Apolitical Materials
Platform	Apolitical's digital platform, available at https://apolitical.co/home/
Services	The services, as defined in the Statement of Work (Schedule 1)
User	any individual who uses the Platform

NOW IT IS AGREED as follows:

2. SCOPE OF SERVICES

2.1 Apolitical agrees to provide the Buyer with the services outlined in Schedule 1 attached to this Agreement (the "Services"), in consideration for the payment of the fees set out in Schedule 1 and subject to the terms of this Agreement.

2.2 Additional services may be added by attaching further Schedules mutually agreed upon in writing by the Parties all of which shall be deemed "Services" under the terms of this Agreement.

2.3. In the event of any conflict or inconsistency between the terms of this Agreement and any Schedule, the terms of the relevant Schedule shall prevail solely to the extent of the subject matter of that Schedule, and the remainder of this Agreement shall continue in full force and effect.

3. TERM

3.1 This Agreement will commence on the **COMMENCEMENT DATE** and continue for a period of 1 (one) year or as set out in Schedule 1, unless terminated earlier in accordance with clause 7.

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4. FEES

4.1 Fees shall be as set out in the applicable Schedule and are exclusive of VAT.

4.2 Invoices shall be payable within thirty (30) days of the invoice date.

4.3. If the Buyer fails to pay any undisputed amount due under this Agreement by the due date, Apolitical, at its discretion, may charge a late payment fee on the overdue amount. Such fee shall accrue daily from the due date until payment is received in full, at a rate equivalent to the prevailing annual inflation rate published by the Bank of England, calculated on a pro rata daily basis.

4.4 The total late payment fees payable under this clause shall not exceed the maximum amount specified in Schedule 1.

4.5 Apolitical reserves the right to recover any reasonable costs incurred in pursuing late payment.

5. INTELLECTUAL PROPERTY

5.1 All IPR in the Platform, Apolitical Materials, methodologies, AI models, learning content, tools, and Improvements shall remain vested in Apolitical or its licensors.

5.2 The Buyer retains ownership of IPR in Buyer Materials and grants Apolitical a non-exclusive, royalty-free licence to use them solely for the purpose of providing the Services.

5.3 Unless expressly agreed otherwise in writing:

5.3.1 All IPR created by Apolitical (or on its behalf) in the course of providing the Services shall vest exclusively in Apolitical; and

5.3.2 the Buyer shall acquire no ownership rights in such Intellectual Property.

5.4 To the extent that any Deliverables are expressly identified in the applicable Schedule, Apolitical grants the Buyer a limited, non-exclusive, non-transferable, non-sublicensable licence to use such Deliverables solely for the Buyer's internal public-sector purposes and only for the term specified in that Schedule.

5.5 The Buyer shall not:

5.5.1 extract, reuse, or commercialise any Apolitical Materials;

5.5.2 use the Services to train third-party AI systems; or

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5.5.3 create derivative works based on Apolitical Materials, without Apolitical's prior written consent.

5.6 Nothing in this Agreement restricts Apolitical from reusing know-how, techniques, or concepts developed during the Services.

6. PLATFORM AND ACCEPTABLE USE

6.1 The Buyer and any Users who have been granted access to the Platform as part of the Services must comply with Apolitical's platform Terms and Conditions, available at <https://about.apolitical.co/terms-and-conditions>, as amended from time to time.

6.2 Apolitical may modify, update or enhance the Platform and its features from time to time, provided that such modifications do not materially reduce the core functionality of the Services without prior written agreement from the Buyer.

7. TERMINATION

7.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

7.1.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

7.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing 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

7.1.3 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.

7.2. Upon termination of this Agreement under this clause, the licence granted to the Buyer under clause 5 shall immediately cease to have effect, save that Apolitical shall remain entitled and obliged to honour the terms of any subsisting sub-licences for the remainder of their respective terms

8. BRANDING

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8.1 Neither party shall use the logo, marks or branding of the other without written permission.

8.2. Neither Party shall issue any press release or make any public announcement or disclosure relating to this Agreement or the relationship between the parties, nor use the other Party's name or logo, without the other's prior written consent in each instance

9. DATA PROTECTION

9.1 Definitions in this clause shall have the meaning described in the UK General Data Protection Regulations (GDPR). Both parties shall comply with the applicable requirements under data protection legislation, including the UK General Data Protection Regulations and the Data Protection Act.

9.2 The Buyer shall be the Data Controller, and Apolitical shall be the Data Processor. The Buyer gives Apolitical permission to process personal data relating to GLA employees who are prospective or real course participants to the extent required to carry out the contractual requirements.

10. CONFIDENTIALITY

10.1 Each Party shall treat all non-public, sensitive, or proprietary information received from the other Party, whether in written, oral, electronic, or other form, as confidential ("Confidential Information").

10.2 Each Party represents and warrants that it will not disclose Confidential Information to any third party without the prior written consent of the disclosing Party, except where disclosure is required by law or for the fulfilment of obligations under this MoU.

10.3 The receiving Party shall:

10.3.1. Use the Confidential Information solely for the purposes of the MoU;

10.3.2. Limit access to Confidential Information to its employees, officers, and advisers who need to know for the purpose of this MoU and ensure they are bound by confidentiality obligations no less strict than those contained herein;

10.3.3. Protect the Confidential Information with at least the same degree of care as it uses to protect its own confidential information (but no less than reasonable care).

10.4 The obligations in this clause do not apply to information that:

10.4.1. Is or becomes publicly available through no fault of the receiving Party;

10.4.2 Was lawfully known to the receiving Party before disclosure by the disclosing Party;

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10.4.3. Is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information;

10.4.4. Is disclosed with the prior written approval of the disclosing Party;

10.4.5. Must be disclosed under applicable law or regulation, provided the disclosing Party is informed (where legally permissible) and efforts are made to limit the extent of disclosure.

10.5 The confidentiality obligations in this clause shall survive termination of this Agreement for a period of five (5) years.

10.6 At the conclusion of this Agreement (whether due to expiry or termination) each Party shall certify in writing to the other Party that it has destroyed, removed or deleted the Disclosing Party's Confidential Information. Notwithstanding the foregoing, tangible objects containing normal computer system backups of electronically communicated information may be retained as part of the Receiving Party's back-up record retention practices in the ordinary course of business consistent with such party's practices and policies; provided however in any event such Confidential Information will not be accessed or used by such party for any purpose.

11. LIMITATION OF LIABILITY

11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:

11.2.1 death or personal injury caused by negligence;

11.2.2 fraud or fraudulent misrepresentation; and

11.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.3 Subject to clause 11.2 (Liabilities which cannot legally be limited) each party's total liability to the other party shall not exceed 125% of the amount paid to the Apolitical by the Buyer

Subject to clause 11.2 (Liabilities which cannot legally be limited), neither party shall be liable for any loss of profits, loss of sales or business, loss of use or corruption of software, data or information, loss of or damage to goodwill or indirect or consequential loss.

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11. INDEMNIFICATION

11.1 Each party agrees to indemnify, defend, and hold harmless the other party from any claims, liabilities, damages, or expenses arising from a breach of this Agreement.

12. FORCE MAJEURE

12.1 Neither party shall be held liable for delays or failure to perform due to circumstances beyond its reasonable control, including acts of nature, government actions, or other force majeure events.

13. DISPUTE RESOLUTION & GOVERNING LAW

13.1 This Agreement and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.

13.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement shall first be attempted to be resolved amicably through negotiation between the parties, failing which the matter will be referred to an independent mediator agreed upon by the parties.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire agreement between the Parties and no amendment or variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties.

IN WITNESS, the Parties have executed this Service Agreement through their duly authorised representatives.

SIGNED for and on behalf of **THE BUYER**

Name:

Title:

Date:

SIGNED for and on behalf of **APOLITICAL
GROUP LIMITED**

Name:

Title:

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Date:

Schedule 1

Services Schedule

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1. Overview
 - a. Title of the Project
 - b. Buyer:
 - c. Start Date:
 - d. End Date/Term:
2. Description of the Services
 - a. Apolitical shall provide the Buyer with:
3. Buyer Responsibilities
 - a. X
4. Fees and Payment
5. Other Terms
6. Order of Precedence
 - a. In the event of any conflict or inconsistency between this Schedule and the Agreement, the Agreement shall prevail unless this Schedule expressly states that it is intended to override a specific provision of the Agreement.
- 7.

IN WITNESS, the Parties have executed this Service Agreement through their duly authorised representatives.

SIGNED for and on behalf of **THE BUYER**

Name:

Title:

Date:

SIGNED for and on behalf of **APOLITICAL
GROUP LIMITED**

Name:

Title:

Date: