

TERMS AND CONDITIONS FOR USE OF ASSIST

1 INTERPRETATION

1.1 In these Terms:

"Access Credentials" means an identifier (including a username, id or email address) and one or more secret tokens (including a password, an app secret and/or an access token);

"Affected Party" has the meaning given to it in clause 19.1;

"Affiliate" means, in relation to a person, any person which Controls, is Controlled by or is under common Control with that person;

"Agreement" means these Terms and the Quote referencing them together with any Project Brief, DPA, and/ or DSA agreed between the parties;

"Applicable Law" means any law, regulation or regulatory requirement that a party (or its relevant Affiliate) is bound to have regard to in connection with this Agreement;

"Audio Recording" means any audio recording of a video or audio call made available to Wyser by the Customer, or collected from the Customer by Wyser, whether by manual upload or API;

"Availability" means:

$$\frac{\text{Availability Target} - \text{Minutes Unavailable}}{\text{Availability Target}} \times 100 \%$$

"Availability Service Level" has the meaning given to it in clause 7.1;

"Availability Target" means the number of minutes of Support Hours in the relevant Measurement Period, less the number of minutes of Permitted Maintenance carried out during that Measurement Period;

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

"Confidential Information" means, subject to clause 12.2, any information disclosed by the Disclosing Party (or its Affiliate) to the Receiving Party, or which is received by the Receiving Party under or in connection with this Agreement and which relates to the Disclosing Party (or its Affiliate), and that is marked confidential, that the Receiving Party knows or reasonably ought to know is confidential, or which is of its nature confidential, including:

- (a) any Customer IP, which is the Confidential Information of the Customer; and
- (b) any Wyser IP, which is the Confidential Information of Wyser;

"Control" means, in relation to a person, the ability to direct the affairs of that person, whether by way of contract, ownership of shares, power of attorney or otherwise (and **"Controls"** and **"Controlled"** shall be construed accordingly);

"Customer CRM System" means the Customer's AdvicePro, or other, case management or CRM system;

"Customer" means the customer identified in the Quote;

"Customer IP" means:

- (a) any Audio Recording;
- (b) any transcript of an Audio Recording created by the System; or
- (c) any summary of an Audio Recording created by the System;

"Customer Technology" means every layer of the Customer's technology stack, including:

- (a) the Customer's private network and connections to the public internet;
- (b) the Customer CRM System;
- (a) any hardware provided by the Customer (whether or not it owns it), including the operating system and any firmware;
- (b) any software licensed or installed by the Customer; and
- (c) any service procured by or provided by the Customer, including software as a service, tools as service, or infrastructure as a service, or application programming interfaces that interact with them;

"Data Protection Laws" means the GDPR, any amendment, consolidation or re-enactment thereof, and any legislation of equivalent or supplementing purpose or effect enacted in the United Kingdom;

"Disclosing Party" means a party to this Agreement which (or whose Affiliate) discloses or makes available, directly or indirectly, Confidential Information;

"Documentation" means the customer-facing documentation of the System as generally made available by Wyser to its customers and prospective customers from time to time, whether provided as a user manual, an online "knowledge base" or otherwise;

"DPA" means a data processing agreement entered into by the parties in relation to the System on or around the date of this Agreement;

"DSA" means a data sharing agreement entered into by the parties in respect of Wyser's use of the Customer's data for training purposes;

"Effective Date" means that date stated as such on the Quote and if no date is stated, the date of this Agreement;

"Feedback" means any feedback given by the Customer (or its Affiliate) to Wyser (or its Affiliate) about the System;

"Fees" means the fees for use of the System, and for any Services, as set out on the Quote;

"Force Majeure Event" means an event occurring or a set of circumstances arising after the date of this Agreement which is beyond the reasonable control of the Affected Party;

"GDPR" means the UK GDPR (as defined in the Data Protection Act 2018);

"Initial Term" means one year, or such amount of time set out for it on the Quote;

"Intellectual Property Rights" means patents, trade marks, rights in respect of logos and get up, trade names, designs, domain names, copyright, database rights, semiconductor topography rights, utility models, other intellectual or industrial property rights and any rights therein, in each case whether registered or unregistered and including applications or rights to apply for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world including any such rights which may now or in the future subsist;

"Measurement Period" means a month;

"Minutes Unavailable" means the number of minutes that the System is unavailable to Users during Support Hours in the relevant Measurement Period;

"Monthly Purchased Hours" means the number of hours each month that the Customer may use the System, as set out on the Quote;

"Order Amendment" means any written amendment to the Quote;

"Order Amendment Date" has the meaning given to it in clause 6.1.1;

"Permitted Maintenance" means maintenance undertaken in accordance with clauses 7.3 and 7.4;

"Project Brief" means any project brief agreed between the parties in respect of the delivery of the Services to the Customer;

"Quote" means a document signed by both parties agreeing at least the Fees, Monthly Purchased Hours, the Initial Term and the Renewal Term;

"Receiving Party" means a party to this Agreement which (or whose Affiliate) receives or obtains, directly or indirectly, Confidential Information;

"Renewal Term" means one year, or such other amount of time as may be agreed at renewal;

"Services" means the consultancy, telephony integration, Customer CRM System integration and other services set out in the Project Brief, to be provided to the Customer by Wyser;

"Special Term" means any term identified as a Special Term on the Quote;

"Subscription Year" means a consecutive period of 12 months beginning on the Effective Date, or an anniversary of the Effective Date (as the case may be);

"Support Hours" means 9am to 5pm London time on Business Days;

"System" means the "Wyser ASSIST" system (which transcribes and summarises audio recordings) made available by Wyser from time to time on a "software as a service basis", as further described in the Documentation;

"Term" means the Initial Term and each Renewal Term;

"Termination" means the expiry or termination of this Agreement for any reason whatsoever;

"Terms" means these terms and conditions for use of ASSIST;

"Third Party Products" means any software, service or goods not licensed or provided to the Customer by Wyser;

"User" means any person directly or indirectly accessing the System;

"Wyser API" means any application programming interface for the System; and

"Wyser IP" means:

- (a) any artificial intelligence model(s) (and any improvement to them, whether or not derived from Audio Recordings) used in the System or to benchmark the System;
- (b) any prompts used in the System;
- (c) the System (including any Wyser API);
- (d) Wyser's logo and brand; and
- (e) the Documentation;

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

1.3 Wherever the words **"other"**, **"in particular"**, **"includes"**, **"including"** or **"for example"** are used in this Agreement, they are to be construed without limitation.

1.4 References in this Agreement to a **"person"** include both natural and legal persons.

1.5 A requirement in this Agreement that a communication be **"written"** or **"in writing"** includes email, but does not include facsimile.

1.6 A reference to an enacted law, a statute or a statutory instrument is a reference to it as it is in force at the relevant time, taking account of any amendment, extension, re-enactment or replacement of it, and includes any subordinate legislation made under it and any binding decisions by a court of competent jurisdiction as to its or their correct interpretation.

1.7 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow or encourage that thing to be done.

- 1.8 Any remedy given to a party in this Agreement shall, unless expressly stated otherwise, be without prejudice to any other remedy that party may have, whether under this Agreement or at law.
- 1.9 In the event of any conflict between the documentation comprising this Agreement, the following order of precedence shall apply:
 - 1.9.1 any Special Terms; and then
 - 1.9.2 any Project Brief; and then
 - 1.9.3 these Terms, including any other document referenced in them; and then
 - 1.9.4 the DPA; and then
 - 1.9.5 the DSA; and then
 - 1.9.6 the Quote (excluding its Special Terms, which take precedence under clause 1.9.1), including any other documents referenced in it,

2 RIGHT OF ACCESS AND LICENCE

- 2.1 Subject to the Customer's compliance with this Agreement, Wyser shall allow the Customer to use the System during the Term for the Customer's internal business purposes provided that the Customer's use of the System (by all Users in aggregate) during each month of the Term shall not exceed the Monthly Purchased Hours.
- 2.2 Should the Customer's use of the System during a month of the Term be less than that month's Monthly Purchased Hours, then:
 - 2.2.1 the shortfall shall be added to the following month's Monthly Purchased Hours; unless
 - 2.2.2 the month is the last month of the Term, in which case the shortfall shall not be added to any month of the Renewal Term.
- 2.3 Wyser confirms that as at the date of the Agreement it complies with Cyber Essentials Plus and ISO27001 and it shall use its reasonable endeavours to maintain them.
- 2.4 If it is agreed between the parties that training is permitted, then Wyser shall be irrevocably permitted to use, during the Term, the Customer IP to train artificial intelligence model(s) (and make improvement to them) for use in the System (or any other system that Wyser may develop) on a royalty-free basis.

3 RESTRICTIONS

- 3.1 The Customer shall be solely responsible for all acts and omissions of the Users as if they were the acts or omissions of the Customer itself.
- 3.2 The Customer shall not, and shall ensure that no User or other person shall:
 - 3.2.1 use the System for longer than the Monthly Purchased Hours per month, it being acknowledged that this is an aggregate limit on use across all Users and not on each individual User's use of the System;
 - 3.2.2 except as permitted by Applicable Law without possibility of contractual waiver:
 - (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, translate, transmit or distribute all or any portion of the System or the Documentation in any form and by any means, other than as expressly permitted by this Agreement;
 - (b) attempt to access the source code for the System; or
 - (c) attempt to reverse compile, reverse engineer, disassemble, or gain any unauthorised access to or privileges in the System or any of the technologies, programs and systems comprising it or supporting its operation;

- 3.2.3 access or use the System or Documentation in order to build a product or service which competes with the System;
- 3.2.4 resell, or otherwise provide or make available for consideration, the System or the Documentation, whether on a "for hire" basis or otherwise;
- 3.2.5 upload, communicate or distribute through the System any content or material which causes or is reasonably like to cause Wyser to breach Applicable Law, infringes or is reasonably likely to infringe the Intellectual Property Rights or other rights of any person, or misappropriates or misuses the trade secrets of any person, or which is likely to result in a breach of any obligation of confidence owed to any person;
- 3.2.6 use or attempt to use or misuse the System in any way that is criminal or otherwise unlawful in any relevant jurisdiction;
- 3.2.7 damage, disable or impair the System, attack it, or use it as an attack vector or means of attack against any other system, computer or network;
- 3.2.8 carry out or attempt performance or penetration testing against the System without Wyser's prior written consent;
- 3.2.9 make any automated requests to the System other than via a Wyser API detailed in the Documentation; or
- 3.2.10 circumvent or attempt to circumvent any technical measures or restrictions controlling access to or use of the System, or gain or attempt to gain any greater level of access to the System than is permitted by this Agreement.
- 3.3 Without prejudice to its other rights and remedies, Wyser reserves the right to suspend the Customer's (or any User's) access to the System if Wyser reasonably believes that it is necessary to stop or to prevent breach of this clause 3 or to protect the integrity of the System or the legitimate interests of Wyser or other users of the System.
- 3.4 The Customer shall promptly inform Wyser of any actual breach or possible breach of this clause 3 by it or a User.

4 ACCESS CREDENTIALS

- 4.1 Wyser may from time to time make usage of all or part of the System, or any Wyser API for it, conditional on authorisation with Access Credentials.
- 4.2 The Customer shall, and ensure that all Users shall:
 - 4.2.1 keep secure and confidential all Access Credentials for the System (and all such Access Credentials shall be the Confidential Information of Wyser); and
 - 4.2.2 not share Access Credentials for the System with any person.
- 4.3 Wyser shall allow the Customer to:
 - 4.3.1 add Access Credentials;
 - 4.3.2 remove Access Credentials; and
 - 4.3.3 replace Access Credentials with new Access Credentials.
- 4.4 Subject to the necessary functionality in the System being available, Customer shall be responsible for deactivating or removing Access Credentials for any User no longer authorised to access the System on its behalf.

5 SERVICES

Wyser shall provide the Services to the Customer, if any, and the Customer agrees that time shall not be of the essence in providing the Services.

6 CHANGES TO MONTHLY PURCHASED HOURS

- 6.1 The Customer may request Wyser to increase the Monthly Purchased Hours at any time, and where it does so the following terms shall apply:
 - 6.1.1 such increase shall be conditional on a Quote Amendment being agreed in writing by both parties (the date such Quote Amendment is agreed being the "**Quote Amendment Date**");
 - 6.1.2 the Fees shall be increased in accordance with the Quote Amendment;
 - 6.1.3 Wyser may immediately invoice the Customer for the additional Fees on a pro-rata basis from and including the Quote Amendment Date for the remainder of the then-current Subscription Year (and the Customer shall pay such invoice in accordance with clause 10.2); and
 - 6.1.4 the revised Monthly Purchased Hours shall apply from the Quote Amendment Date for the remainder of the Term, unless the Monthly Purchased Hours is decreased in accordance with clause 6.2.
- 6.2 The Customer may only reduce the Monthly Purchased Hours by agreement with Wyser by means of a Quote Amendment, and where it does so the following terms shall apply:
 - 6.2.1 the Fees shall be decreased in accordance with the Order Amendment;
 - 6.2.2 Wyser may refund the Customer for any Fee reduction on a pro-rata basis from and including the Order Amendment Date for the remainder of the then-current Subscription Year; and
 - 6.2.3 the revised Monthly Purchased Hours shall apply from the Order Amendment Date for the remainder of the Term.

7 SUPPORT AND MAINTENANCE

- 7.1 Wyser shall use reasonable endeavours to ensure that the System achieves Availability of 99% in respect of each Measurement Period ("**Availability Service Level**").
- 7.2 Wyser's calculation of the Availability Service Level shall be final. Wyser shall, on the Customer's request, provide the Customer with supporting documentation, including Wyser's measurement methodology.
- 7.3 Wyser may from time to time need to make the System unavailable for the purposes of carrying out planned maintenance. Wyser shall give the Customer not less than five Business Days written notice of such planned maintenance, including details of the period of time during which such maintenance will take place, and shall use reasonable efforts to avoid carrying out such maintenance during Support Hours.
- 7.4 Wyser may from time to time need to make the System unavailable in order to make critical unplanned changes in respect of which it would not be reasonable to carry out as planned maintenance. Wyser shall, where practicable to do so, provide the Customer with as much written notice as is reasonably possible as to when such emergency maintenance will take place.
- 7.5 The System shall not be considered unavailable where such unavailability is due to:
 - 7.5.1 an issue with public communication networks;
 - 7.5.2 the Customer's failure to comply with its obligations under this Agreement; or
 - 7.5.3 a Force Majeure Event.
- 7.6 Wyser will provide the support
 - 7.6.1 remotely, either by telephone, email or by remote access;
 - 7.6.2 using its ticketing system or, by agreement, the Customer CRM, which the Customer shall use to report issues to Wyser;
 - 7.6.3 during the Support Hours;
 - 7.6.4 in the English language; and

7.6.5 using reasonable skill and care.

7.7 The Customer shall provide first line support to end users through its own service desk or its Customer CRM, and may escalate incidents to Wyser as it may require, provided that it has (prior to escalation) used reasonable efforts to resolve the issue using the Documentation and its knowledge of the System. First line support shall include at least:

7.7.1 all contact with affected end users;

7.7.2 initial data collection; and

7.7.3 isolation of issues.

7.8 Wyser shall provide second line support, using its technical support team, which will include:

7.8.1 advanced troubleshooting;

7.8.2 correction of configuration of the System;

7.8.3 reporting of defects in the System, it being acknowledged that in view of the nature of the System (as set out in clause 16.2) any inaccuracies or perceived inaccuracies in any output of the System (including any transcriptions or summaries) shall not constitute defects; and

7.8.4 communication of updates to the Customer.

7.9 Wyser shall provide third line support, using its development team, which will include:

7.9.1 development of temporary work arounds;

7.9.2 development of System updates; and

7.9.3 code and infrastructure changes to the System.

8 CUSTOMER'S RESPONSIBILITIES

The Customer shall:

8.1 ensure that the Customer Technology responds and performs as it should do, meets the requirements set out in the Documentation, and is properly patched and maintained;

8.2 ensure that, to the extent that Wyser needs to be able to access the Customer's Technology, the Customer shall give Wyser such access as may be needed including all relevant Access Credentials (which Wyser shall use its reasonable endeavours to keep secure and confidential);

8.3 ensure it uses, and its Users use, the System in accordance with the Documentation;

8.4 comply with all Applicable Laws when Using the System.

8.5 ensure that all information provided to Wyser (whether inputted into the System directly or otherwise) is accurate, complete and up-to-date; and

8.6 promptly provide assistance and information to Wyser as is reasonably necessary for it to make the System available to the Customer.

9 FEEDBACK

9.1 Subject to clause 9.2, where the Customer provides Wyser with Feedback, whether or not solicited by Wyser:

9.1.1 the Customer grants Wyser an irrevocable, perpetual, royalty free licence to use such Feedback to develop the System, the Documentation or any other products; and

9.1.2 that Feedback shall not be the Customer's Confidential Information.

- 9.2 Where the Customer reasonably believes Feedback should be its Confidential Information, for instance because it embodies a unique business process, and clearly states that this is the case immediately before or when providing that Feedback, clause 9.1 shall not apply.

10 FEES

- 10.1 Wyser may invoice the Customer for:
- 10.1.1 a Subscription Year's Fees in advance, no earlier than 30 days before the start of that Subscription Year; and
 - 10.1.2 any Fees for Services on or after the date of the Quote.
- 10.2 The Customer shall pay each invoice issued by Wyser in accordance with this Agreement by electronic transfer to an account nominated by Wyser in cleared funds no later than 15 days after receiving such invoice.
- 10.3 The Fees are exclusive of all taxes, duties and other charges imposed by government. Where such an amount is payable on the Fees, Wyser shall add such amount to its invoice at the appropriate rate, and the Customer shall pay such amount together with the Fees.
- 10.4 If the Customer fails to pay an amount properly invoiced in accordance with this Agreement by its due date for payment, Wyser may:
- 10.4.1 charge the Customer interest on that sum, at 4% per annum above the Bank of England base rate as at the date on which the unpaid amount falls due, from the date on which the sum fell overdue for payment until the date upon which the sum is paid, whether before or after judgment and accruing daily; and/ or
 - 10.4.2 suspend the Customer's and its Users' access to the System until such payment is made.
- 10.5 The Customer shall pay the Fees without any deduction or set-off.
- 10.6 The amount of the subscription Fees is fixed for the Initial Term. Wyser may increase such Fees payable in respect of any Renewal Term by giving to the Customer not less than sixty (60) days' written notice of such increase prior to the start of that Renewal Term.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 Except to the extent expressly set out in this Agreement, nothing in this Agreement will change the ownership of any Intellectual Property Rights of either party.
- 11.2 The Customer acknowledges that all Intellectual Property Rights subsisting in the Wyser IP (or any component of it), are owned by or licensed to Wyser, and that the Customer shall acquire no rights in or to such Intellectual Property Rights other than as set out in this Agreement. To the extent that any Wyser IP does not vest in Wyser or any of its Affiliates, by operation of law, the Customer assigns and transfers, and agrees to procure that each of the other members of the Customer's Group assign and transfer, to Wyser, and Wyser accepts, all of the rights, title and interest (including as a present assignment of future rights) absolutely as the Customer or its Affiliates (as the case may be) may have in and to the following:
- 11.2.1 the rights, title and interest to any Wyser IP that it has, or shall have in the future;
 - 11.2.2 all goodwill predominantly or exclusively associated with the Wyser IP; and
 - 11.2.3 all rights, privileges and advantages associated with the Wyser IP including the right to sue for and recover damages and other remedies in respect of any infringement of the Wyser IP,
- and this assignment shall be absolute, with full title guarantee, and free from any adverse rights or claims.
- 11.3 If and to the extent that the assignment in clause 11.2 is not fully effective in law to transfer all right and title in the Wyser IP to Wyser, the Customer hereby grants, and agrees to procure that its Affiliates grant to Wyser, an exclusive, royalty-free, perpetual, irrevocable, fully sub-licensable, worldwide licence to use, adapt, modify and copy the Wyser IP and to do any other act otherwise restricted by Intellectual Property Rights in the Wyser IP.

- 11.4 Wyser acknowledges that all Intellectual Property Rights subsisting in the Customer IP (or any component of it), is owned by or licensed to the Customer, and that Wyser shall acquire no rights in or to such Intellectual Property Rights other than as set out in this Agreement.
- 11.5 The Customer grants to Wyser, or will procure that the relevant third party grants to Wyser, a royalty free, non-exclusive, non-transferable, sub-licensable licence to use such Intellectual Property Rights as are necessary for Wyser to exercise its rights and comply with its obligations under this Agreement.
- 11.6 The Customer shall only use or combine the System with Third Party Products in the manner specifically approved by Wyser in the Documentation or otherwise in writing.

12 CONFIDENTIALITY

- 12.1 The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, shall:
 - 12.1.1 not use or exploit the Confidential Information in any way except for the purpose of exercising its rights and performing its obligations under this Agreement;
 - 12.1.2 not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement; and
 - 12.1.3 apply the same security measures and degree of care to the Confidential Information as the Receiving Party applies to its own confidential information (and which shall in any event be no less stringent than the measures and care which it is reasonable to expect of a person operating in the same sector in the same circumstances).
- 12.2 Confidential Information shall not include any information that:
 - 12.2.1 is or becomes generally available to the public other than as a result of its disclosure by the Receiving Party or its agents, officers or employees in breach of this Agreement or any other undertaking of confidentiality which is addressed to the Disclosing Party and which the Receiving Party is aware of or reasonably ought to be aware of, and provided that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information;
 - 12.2.2 was lawfully in the possession of the Receiving Party before the information was disclosed to it by the Disclosing Party;
 - 12.2.3 the parties agree in writing is not confidential or may be disclosed; or
 - 12.2.4 is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party.
- 12.3 The Receiving Party may disclose the Disclosing Party's Confidential Information to those of its agents, officers, employees and professional advisers who need to know it in connection with this Agreement, provided that:
 - 12.3.1 it informs each such person of the confidential nature of the Confidential Information before disclosure; and
 - 12.3.2 it procures that each such person shall comply with this clause 12 as if it were the Receiving Party, and it shall be liable for the failure of any such person to comply with this clause 12.
- 12.4 The Receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Applicable Law, by any governmental or other regulatory authority with jurisdiction over the Receiving Party, or by a court of competent jurisdiction, or under the rules of a relevant securities exchange, provided in each case that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible and it takes into account the reasonable requests of the Disclosing Party in relation to the content of that disclosure, and that Wyser may inform (verbally and in writing) clients and potential clients that it provides the System to the Customer.

13 DATA PROTECTION

- 13.1 Each party shall comply with Data Protection Law to the extent applicable to it.

- 13.2 Each party acknowledges that the parties have separately entered into a DPA and, if applicable, a DSA, which shall apply to any data processing or data sharing undertaken in accordance with this Agreement and such agreements shall form part of this Agreement.

14 INDEMNITIES

- 14.1 Subject to clause 14.4, Wyser shall indemnify the Customer from and against any and all losses, damage, liability, costs (including reasonable legal fees) and expenses finally awarded against it (or such other amount agreed by Wyser in settlement) as a result of any claim by a third party that the System or the Documentation, when used in accordance with this Agreement, infringes the Intellectual Property Rights of that third party ("**Third Party IP Claim**").

- 14.2 Subject to clause 14.4, the Customer shall indemnify Wyser from and against any and all losses, damage, liability, costs (including reasonable legal fees) and expenses finally awarded against it (or such other amount agreed by the Customer in settlement) as a result of any claim by a third party (including a regulator) that:

14.2.1 the Customer IP; or

14.2.2 the Customer's use of the System or the Documentation other than in accordance with this Agreement,

infringes that third party's rights or is in breach of Applicable Law.

- 14.3 The indemnifying party under clause 14.1 or clause 14.2 shall, to the extent permitted under Applicable Law, promptly request and take conduct of any such third party claim notified to it by the indemnified party.

- 14.4 The indemnified party under clause 14.1 or clause 14.2 shall:

14.4.1 promptly inform the indemnifying party in writing of any potential third party claim, setting out reasonable details;

14.4.2 not make any admission, agree any settlement or otherwise dispose of such third party claim without the indemnifying party's prior written consent, provided that it is not unreasonably withheld or delayed;

14.4.3 on request by the indemnifying party, give to the indemnifying party conduct of such claim (including its negotiation and settlement); and

14.4.4 give to the indemnifying party and its professional advisors all reasonable information which the indemnifying party may request to assist it in defending or settling such claim.

- 14.5 In the event of a Third Party IP Claim, Wyser shall, at its own expense, use reasonable efforts to:

14.5.1 procure for the Customer the right to continue to use the System and/or the Documentation in accordance with this Agreement; or

14.5.2 modify or replace the part of the System and/or the Documentation (as the case may be) which is the subject of the Third Party IP Claim so as to avoid the claimed or alleged infringement,

and where it is not possible to do either of those things (using reasonable efforts), Wyser may terminate this Agreement immediately by giving the Customer written notice, with a pro-rata refund of any Fees paid for a period not used.

15 WARRANTIES

- 15.1 Each party represents and warrants to the other that it has full power, authority and capacity to enter into and perform this Agreement, and that the person signing this Agreement on its behalf has full authority and permission to do so.

- 15.2 Wyser warrants that:

15.2.1 It will perform the Services using reasonable skill and care; and

15.2.2 during the Term, the System will perform materially in accordance with the Documentation.

- 15.3 The Customer acknowledges and agrees that its sole remedy for breach of the warranty in clause 15.2 shall, at Wyser's sole discretion, be one of: repair or replacement of the affected part of the System; or termination of this Agreement, with a pro-rata refund of relevant Fees paid for the period not used.

16 LIABILITY

- 16.1 All representations, warranties, conditions and other terms other than those contained in this Agreement, whether express or implied by law, by trade custom or otherwise, are hereby excluded to the fullest extent permitted by law. In particular, Wyser does not warrant or represent that:
- 16.1.1 the Customer or its Users' use of the System shall be uninterrupted or error free; or
- 16.1.2 that the results of using the System shall be accurate or complete,
- and the System is provided entirely on an "as-is" basis.
- 16.2 In particular, it is acknowledged that the System uses large language models and generative artificial intelligence. As such it may produce inaccuracies and the Customer:
- 16.2.1 should not rely on the System's output; and
- 16.2.2 must ensure that the System's output should be checked by the Customer's personnel.
- 16.3 Nothing in this Agreement shall limit or exclude either party's liability:
- 16.3.1 for death or personal injury caused by its negligence;
- 16.3.2 for fraud or fraudulent misrepresentation; or
- 16.3.3 for any other matter for which it is unlawful to limit or exclude liability (as the case may be).
- 16.4 Subject to clause 16.3, and with regards to clause 16.2, Wyser shall have no liability arising under or in connection with this Agreement (regardless of the cause of action or legal theory of liability) for the accuracy of the System's output.
- 16.5 Subject to clause 16.3, Wyser shall have no liability arising under or in connection with this Agreement (regardless of the cause of action or legal theory of liability) for:
- 16.5.1 the accuracy of any transcript or summary produced by the System, it being understood that they are the output of an artificial intelligence system;
- 16.5.2 any loss of profits, revenue, anticipated savings, opportunity, management time, reputation or goodwill;
- 16.5.3 any loss, destruction or corruption of data; or
- 16.5.4 any indirect or consequential loss.
- 16.6 Subject to clause 16.3, Wyser's total aggregate liability to the Customer arising under or in connection with this Agreement (regardless of the cause of action or legal theory of liability) will be limited up to a maximum amount equal to 100% of the Fees paid in respect of the Subscription Year in which the event (or last in a series of events) giving rise to the liability occurred.
- 16.7 The Customer acknowledges that Third Party Products are not provided by Wyser and therefore Wyser shall have no liability to the Customer in connection with them.

17 TERM, RENEWAL AND TERMINATION

- 17.1 This Agreement shall commence on the Effective Date and unless terminated earlier in accordance with its terms shall continue for the Initial Term. Unless the Renewal Term is specified as none, this Agreement shall thereafter renew for successive Renewal Terms unless one party gives the other party not less than 30 days' written notice prior to the end of the then-current Initial Term or Renewal Term (as the case may be), in which case this Agreement shall terminate on expiry of that Initial Term or Renewal Term (as the case may be).

17.2 Either party may terminate this Agreement without incurring additional liability by giving written notice to the other if:

- 17.2.1 the other party (being Wyser) fails to achieve the Availability Target for three or more consecutive months;
- 17.2.2 the other party commits a material breach of this Agreement which is capable of remedy and it fails to remedy the breach within 30 days of receiving written notice of such breach; or
- 17.2.3 the other party commits a material breach of this Agreement which is not capable of being remedied.

Any failure by the Customer to pay Fees which are properly due and payable shall be deemed a material breach of this Agreement. Any breach by the Customer of clause 3 (*Restrictions*) shall be deemed a material breach that is not capable of being remedied.

17.3 Either party may terminate this Agreement immediately without incurring additional liability by giving the other notice if:

- 17.3.1 the other party passes a resolution for its winding up or a court makes an order for its winding up or dissolution (other than for the purpose of any bona fide amalgamation, merger or reconstruction);
- 17.3.2 an application for an administration order is made in relation to the other party that has not been set aside within seven days after the order has been made, or if a receiver is appointed over, or an encumbrancer takes possession of or sells, any material part of the assets or undertaking of the other party;
- 17.3.3 the other party makes an arrangement or composition with its creditors generally or makes an application to a court for protection from its creditors generally;
- 17.3.4 the other party disposes of all its assets or a substantial part of its assets (other than for the purpose of any bona fide amalgamation, reconstruction or merger);
- 17.3.5 the other party commences or has commenced against it any insolvency, reorganisation, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings, and, if such case or proceeding is commenced against it, such case or proceeding is not dismissed within seven days thereafter;
- 17.3.6 the other party becomes insolvent or generally fails to pay or admits in writing its inability to pay, its debts as they become due; or
- 17.3.7 the other party is subject to any equivalent process or proceedings in any jurisdiction anywhere in the world.

18 CONSEQUENCES OF TERMINATION

18.1 Any provision of this Agreement that expressly, by implication or by its nature is intended to come into or continue in force on or after termination (including clause 12) shall do so.

18.2 Termination shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of Termination.

18.3 The Customer's rights under clause 2 (*Right of Access and Licence*) shall immediately cease upon Termination;

18.4 Within 30 days of Termination:

- 18.4.1 Wyser shall destroy all copies of the Customer IP held on the System; and
- 18.4.2 the Customer shall destroy all copies of the Wyser's Confidential Information that the Customer has in its possession or under its control.

18.5 Any Confidential Information not actually destroyed pursuant to clause 18.4 shall continue to be Confidential Information and clause 12 shall continue to apply to it.

19 FORCE MAJEURE

- 19.1 If a party (the **"Affected Party"**) is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event:
- 19.1.1 the obligations of the Affected Party which are affected by the Force Majeure Event are, to the extent affected only, suspended while the Force Majeure Event continues;
 - 19.1.2 as soon as reasonably possible after the start of the Force Majeure Event the Affected Party shall give notice to the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement; and
 - 19.1.3 as soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall give notice to the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement in full.
- 19.2 The Affected Party may only rely on clause 19.1.1 if it complies with clauses 19.1.2 to 19.1.3.
- 19.3 This clause 19 shall not affect a party's obligation to pay any sum due under this Agreement.

20 NOTICES

- 20.1 A notice under or in connection with this Agreement: must be in writing and in English; and must be sent by email, by hand with proof of delivery, or by first class post pre-paid recorded delivery (and air mail if overseas) to the party due to receive the notice at the relevant address specified in clause 20.3 below, or to another address specified by that party in accordance with clause 20.4, before the notice was dispatched.
- 20.2 A notice shall be deemed to be given:
- 20.2.1 If sent by email, the next Business Day, unless a permanent failure message is received by the sender;
 - 20.2.2 if delivered by hand other than on a Business Day, on the next Business Day; and
 - 20.2.3 if sent by post, two Business Days after posting it.
- 20.3 The address for notices is:
- 20.3.1 in respect of Wyser: by hand or by post to Mark Pearce, Wyser Limited, at the address on the Quote or its then-current business address if different; and by email to legal@wyser.online;
 - 20.3.2 in respect of the Customer: by hand or by post to the address on the Quote or its then-current business address if different; and by email to the email address on the Quote.
- 20.4 Either party may change its address for notices by notice to the other.

21 GENERAL

- 21.1 The Customer agrees that Wyser may reference the Customer as a user of the System in its publicity from time, including when pitching to other potential participants or customers, on its website and in other publicity material. Wyser shall only do so in accordance with the Customer's brand guidelines, as provided to it by the Customer from time to time.
- 21.2 Except where this Agreement provides otherwise, each party shall pay its own costs relating to: the negotiation, preparation and execution of this Agreement; and its own performance of this Agreement.
- 21.3 Neither party may assign or otherwise deal in any of its rights or obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld or delayed. Wyser shall be permitted to sub-contract the performance of its obligations under this Agreement at its discretion provided that it shall remain liable for the performance of its sub-contractor as if such performance was its own.
- 21.4 The parties are independent contractors. Consequently, the provisions of this Agreement shall not, under any circumstances, be interpreted as creating any association, relationship of agency or partnership between

the parties. Neither party may bind the other in any manner whatsoever or in favour of anyone whomsoever, except in accordance with this Agreement.

- 21.5 This Agreement contains the whole agreement between the parties, and supersedes all prior agreements, arrangements and understandings between the parties, relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) (each, a "**Representation**") other than as expressly set out in this Agreement. Nothing in this clause 21.5 shall limit or exclude any liability for any fraudulent Representation.
- 21.6 This Agreement shall be binding on the parties' successors and assignees.
- 21.7 Except to the extent that this Agreement expressly provides otherwise, a person who is not a party to this Agreement shall have no right whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of it. The consent of a third party having rights under this Agreement shall not be required in order to amend it.
- 21.8 If any provision of this Agreement is held to be invalid or unenforceable for any reason, that provision shall, if possible, be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The nullity or adjustment of any provision of this Agreement shall not affect the validity and enforceability of any other provision of this Agreement.
- 21.9 The failure of a party to enforce a provision of this Agreement or any rights with respect thereto (or any delay in so doing) shall not be a waiver of that provision or right, or in any way affect the validity of this Agreement. A waiver of any claim for a breach of this Agreement shall not operate to waive any claims in respect of any other breach.
- 21.10 Subject to clause 6, any amendment of this Agreement shall only be valid if it is made in writing and signed by both parties. Notwithstanding the foregoing, Wyser may amend the Documentation at any time provided that it makes such updated version available to the Customer (including by publishing it online).
- 21.11 This Agreement and all non-contractual rights and obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law and are subject to the exclusive jurisdiction of the English courts.