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Last Updated: 24th June 2026

Beam Up Ltd. is a company registered in England & Wales under registration number 10637337, whose registered office is at Senna Building, Gorsuch Place, London E2 8JF ("Beam"). These General Terms of Service (the "Terms") govern the Customer's use of the Product (defined below) as set out in any applicable order form or other ordering mechanism or documentation made available by Beam (the "Order Form"). These Terms and any Order Form together form a legally binding contract between Beam and the Customer (the "Agreement"). The Agreement comes into effect on the earlier of: (i) the Customer's use of any part of the Product; or (ii) the acceptance of the Agreement, whether by signing an Order Form, communicating acceptance in writing, selecting a check box indicating acceptance or using another method made available by Beam (the "Effective Date").

In the event that the Customer receives an unpaid trial or access to beta features of the Product (a "Trial") or the parties agree to a shorter initial pilot subscription (a "Pilot") as set forth in an Order Form, the applicable provisions of the Order Form and these Terms will govern the Trial or Pilot.

Definitions

1. The definitions and rules of interpretation in this section apply in this Agreement.
 - 1.1. **Additional Fees** has the meaning given to it in section 4.2.
 - 1.2. **Aggregated Data** means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual.
 - 1.3. **App** means Beam's proprietary software installed on supported hardware devices as described in the Documentation through which Users can access and use the Product.
 - 1.4. **Business Day** means a day other than a Saturday, Sunday or public holiday in the England when banks in London are open for business.
 - 1.5. **Customer** means the customer identified in the Order Form.
 - 1.6. **Customer Data** means the data inputted by the Customer, Users, or Beam on the Customer's behalf for the purpose of using the Product or facilitating the Customer's use of the Product.
 - 1.7. **Documentation** means the then-current version of Beam's usage guidelines and standard technical documentation for the Product that Beam makes generally available to its customers.
 - 1.8. **Effective Date** has the meaning ascribed to it above in the preamble.
 - 1.9. **Initial Subscription Term** means the initial term of this agreement as set out in an Order Form.

- 1.10. **Intellectual Property Rights** means all intellectual and industrial property rights of any kind, whether registered or unregistered, including patents, copyright, design rights, rights in computer software, utility models, trademarks, trade names, rights in domain names, database rights, rights in know-how and trade secrets, goodwill and rights to sue for passing off or unfair competition, together with all applications for (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 subsisting now or in the future in any part of the world.
- 1.11. **Normal Business Hours** means 9.00 am to 5.00 pm local UK time, each Business Day.
- 1.12. **Pilot Period** means the duration of the Pilot as set out in an Order Form, if applicable.
- 1.13. **Product** means the Beam software tools (including Beam Notes, Beam Interpret, and Beam Talk) provided by Beam to the Customer under this Agreement as set out in an Order Form.
- 1.14. **Product Subscription**: the product subscription purchased by the Customer pursuant to section 11.1 which entitles the Customer to access and use the Product in accordance with this Agreement.
- 1.15. **Renewal Period**: the period described in section 15.1.
- 1.16. **Subscription Fees** means the subscription fees payable by the Customer to Beam for the Product Subscription, as set out in an Order Form.
- 1.17. **Subscription Term** has the meaning given to it in section 15.1 (being the Pilot Period (if applicable) and Initial Subscription Term together with any subsequent Renewal Periods).
- 1.18. **Supported Device** means a hardware device on which an App can be installed on and used as defined in the Documentation.
- 1.19. **Third-Party Platform** means any third-party platform, website, add-on, service, or product not provided by Beam that Customer elects to integrate or enable for use with any Product.
- 1.20. **Usage Data** means information generated from the Customer's use of the Product, which data does not identify Users, any other natural human persons, or Customer, such as technical logs, data, and learnings about Customer's use of the Product, but excluding any identifiable Customer Data.
- 1.21. **Users** means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Product and are set up with a unique account and log in credentials.
- 1.22. **Virus** means anything or device (including any software, code, file or program) 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 program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program 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.
- 1.23. **Vulnerability** means 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 interpreted accordingly.

2. Product Subscription

2.1. Licenses

2.1.1. Subject to the terms and conditions of this Agreement, the Documentation, and any limitations set forth in an Order Form, Beam hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable right and licence, without the right to grant sublicenses, to permit its Users to use the Product during the Trial Period (as set forth in the Order Form) and/or Subscription Term (if applicable) solely for the Customer's internal business operations.

2.1.2. Subject to Customer's compliance with the terms of this Agreement, the Documentation, and any limitations set forth in an Order Form, Beam hereby grants to the Customer a limited, non-transferable, non-exclusive, non-sublicensable right and licence for each User to: (i) download the App onto a Supported Device; and (ii) use the App for the sole purpose of accessing and using the applicable Product during the Trial Period (as set forth in the Order Form) and/or Subscription Term (if applicable). Users are responsible for installing all updates, bug fixes, patches or new versions ("Updates") Beam makes available to the App. Failure to install all Updates to the App will void the limited warranty set forth in section 9.1.

2.1.3. Beam may make application programming interfaces and associated tools, software, code, materials, and documentation ("APIs"), available that are designed to permit Customer to integrate Customer's systems and tools with the Product. Subject to Customer's compliance with the terms of this Agreement, the Documentation, and any limitations set forth in an Order Form, Beam hereby grants Customer a limited, non-transferable, non-exclusive, non-sublicensable licence to internally use the APIs to connect with the Product. Customer has no right to distribute or allow access to the stand-alone APIs and Customer's rights to the APIs are subject to any applicable usage policies, if any, made available by Beam.

2.2. Only Users, using the mechanisms designated by Beam ("Log-in Mechanism"), may access and use the Product. In relation to the Users:

2.2.1. Users shall not circumvent any Log-in Mechanism or use any Log-in Mechanism to provide access to a third-party to the Product; and

2.2.2. Customer shall maintain a written, up to date list of current Users and provide such list to Beam within 5 Business Days of Beam's written request at any time or times;

2.2.3. Customer will promptly notify Beam if it becomes aware of any compromise of any Log-in Mechanism and

2.2.4. Customer is responsible for its User's compliance with this Agreement and any actions taken by such User.

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

- 2.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 2.3.2. facilitates illegal activity;
- 2.3.3. depicts sexually explicit images;
- 2.3.4. promotes unlawful violence;
- 2.3.5. is discriminatory based on race, gender, religious belief, sexual orientation, disability; o
- 2.3.6. is otherwise illegal or causes damage or injury to any person or property;

and Beam 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 section.

2.4. The Customer shall not:

- 2.4.1. 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 this Agreement:
 - 2.4.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Product (as applicable) in any form or media or by any means; or
 - 2.4.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product; or
- 2.4.2. access all or any part of the Product for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes or to build a product or service which competes with the Product; or
- 2.4.3. use the Product to provide services to third parties (other than in the ordinary course of servicing Customer's clients); or
- 2.4.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Product available to any third party except the Users, or
- 2.4.5. attempt to obtain, or assist third parties in obtaining, access to the Product, other than as provided under this section 2; or
- 2.4.6. introduce or permit the introduction of any Virus or Vulnerability into the Product or Beam's network and information systems.

2.5. The Customer shall use commercially reasonable endeavours to prevent any unauthorised access to, or use of, the Product and, in the event of any such unauthorised access or use, promptly notify Beam.

2.6. The rights provided under this section 2 are granted to the Customer only and shall not be considered granted to any subsidiary or affiliate of the Customer.

2.7. The Customer acknowledges and agrees that Beam and/or its licensors own all Intellectual Property Rights in the Product,

Documentation, App and APIs. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights or any other rights or licences in respect of the Product. If Customer provides Beam with feedback or suggestions regarding the Product or other Beam offerings, Beam may use the feedback or suggestions without restriction or obligation.

3. Trials and Pilots

- 3.1. If Customer receives access to the Product on a Trial, Customer may use the Product solely during the period designated by Beam in the Order Form (or if not designated, 45 days) (the “Trial Period”). Trials are optional and Beam may terminate Trials at any time for any reason.
- 3.2. Unless otherwise set forth in an Order Form or the Customer provides Beam with written notice prior to the expiration or termination of the Trial Period of its intent not to continue using the Product, upon expiration of the Trial, Customer’s rights under the Trial will automatically convert to a Product Subscription with an Initial Subscription Term as set out in the Order Form and subject to these Terms.
- 3.3. For the avoidance of doubt, Subscription Fees do not apply during the Trial Period. **Notwithstanding anything else in this Agreement, Beam provides no warranty, indemnity, or support for Trials, and its liability for Trials will not exceed £50.**
- 3.4. Subscription Fees do apply during a Pilot and the terms of this Agreement govern the Pilot during the Pilot Period as if the Pilot were a longer term Product Subscription, including without limitation Sections 9 and 14. Unless otherwise set forth in an Order Form or the Customer provides Beam with written notice prior to the expiration or termination of the Pilot Period of its intent to terminate the Agreement, upon expiration of the Pilot Period, the Product Subscription will continue for the remainder of the Initial Subscription Term as set out in the Order Form.

4. Additional Product Subscription

- 4.1. Subject to sections 4.2 and 4.3, the Customer may, from time to time during any Subscription Term, purchase an additional Product Subscription to provide additional subscription hours in excess of the number set out in the Order Form and Beam shall grant access to the Product for the additional subscription hours in accordance with the provisions of this Agreement.
- 4.2. If the Customer wishes to purchase an additional Product Subscription, the Customer shall notify Beam in writing. Beam shall evaluate such a request and respond to the Customer with approval or rejection of the request and confirmation of the applicable additional Subscription Fees (the “Additional Fees”). Where Beam approves the request, Beam shall activate the additional Product Subscription upon receipt of the Additional Fees from the Customer.
- 4.3. If Beam approves the Customer’s request to purchase an additional Product Subscription, the Customer shall, within 30 days of the date of Beam’s invoice, pay to Beam the Additional Fees.

5. Product availability

- 5.1. Beam shall use commercially reasonable endeavours to make the Product generally available except for:
 - 5.1.1. planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK local time; and

5.1.2. unscheduled maintenance performed outside Normal Business Hours, provided that Beam has used commercially reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

5.2. Beam will provide the Customer with its standard customer support services during Normal Business Hours as amended from time to time thereafter by agreement between the parties.

6. Privacy and Data Security

6.1. The parties will comply with their respective obligations under applicable privacy and security laws with respect to any personal information that they process pursuant to this Agreement and the terms of the Data Processing Agreement available at <https://beam.org/legal/dpa> (the "DPA") hereby incorporated by reference into this Agreement. Beam will implement reasonable security safeguards with respect to such personal information. In the event of a breach of personal information that Beam processes for or on behalf of Customer, Beam will notify Customer of the breach promptly but in any event within the timeframes required under applicable law.

7. AI Features

7.1. Certain features of the Product may include artificial intelligence and logic learning machine functionality ("AI Features"). The terms of this section 7 apply to any portion of the Product that include AI Features:

7.2. Customer may use the AI Features only for lawful purposes and in accordance with this Agreement. Customer is responsible for any decisions, actions, or outcomes based on Customer's use of AI Features. AI Features that provide automated decision-making (i) may not be used to make any decisions relating to a data subject (as described in the DPA) that have legal or similarly significant effects, and (ii) must be used solely to support human decision-making in such cases.

7.3. Certain AI Features may permit Users to submit, upload, or otherwise transmit certain Customer Data in order to receive output generated by the AI Features ("Output"). As between the parties, Customer retains any Intellectual Property Rights that Customer holds in the Output. Subject to this Agreement (including section 7.4): (i) Beam hereby assigns Customer all right, title, and interest in and to Customer's Output; provided however, that Beam will retain all Intellectual Property Rights that Beam owns or has an interest in, prior to, or separate from the generation of Customer's Output, which includes the Product; and (ii) to the extent any Output provided to Customer incorporates any such Intellectual Property Rights of Beam, then Beam grants Customer a limited, non-exclusive licence to use such Intellectual Property Rights solely to the extent necessary for Customer to use Output in accordance with this Agreement.

7.4. Customer acknowledges that due to the nature of the Product, AI Features, and artificial intelligence generally, Output may not be unique, and Beam's other users may receive similar content from the Product. Responses that are requested by and generated for other users are not considered Customer's Output, no matter how similar. Any assignment of Output to Customer does not extend to output generated for other users or any content delivered as part of a third-party offering (including any third-party content contained therein). Customer hereby waives any legal or equitable right or remedy that Customer has or may have against Beam with

respect to any assertion that output generated by the Product for another user is owned by Customer.

- 7.5. In addition to the terms of this section 7, Customer must comply with any terms of use, usage policies, and any other policies that apply to aspects of AI Features provided by a third-party ("AI Providers"). A current list of AI Providers is available at <https://trust.beam.org/>.
- 7.6. Without limiting the generality of sections 9.4 and 9.8, Beam does not warrant that any information (including Output) available as part of any AI Feature is accurate or suitable for Customer. Customer acknowledges and agrees that use of any AI Feature may result in inaccuracies, hallucinations, biases, inconsistencies, or false information. Customer is solely responsible for independently verifying such information and will procure that Users independently verify such information. Customer relies on any and all information (including Output) provided by the AI Features at Customer's own risk. Beam will not be liable for any actions or omissions by Customer based on information (including Output) made available on, or provided through, any AI Feature.
- 7.7. Customer hereby grants to Beam an irrevocable, perpetual, non-exclusive licence to access and use Output (i) solely to the extent necessary to provide the Product and related services to Customer and (ii) to improve the Product, its other products and services, and to develop new products and services.
- 7.8. Customer will only use AI Features in accordance with applicable laws. Customer will not use AI Features in prohibited jurisdictions or provide access to prohibited users under applicable trade sanctions or export control laws.

8. Third-Party Platform

- 8.1. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. Beam does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Product or how the Third-Party Platforms or their providers use Customer Data. By enabling a Third-Party Platform to interact with the Product, Customer authorises Beam to access and exchange Customer Data with such Third-Party Platform on Customer's behalf. Beam 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 Third-Party Platform, or any transactions completed, and any contract entered into by the Customer, with any such Third-Party Platform.

9. Supplier's obligations

- 9.1. Beam warrants that the Product will perform materially as described in its Documentation during a Subscription Term.
- 9.2. If the Product does not conform with the terms of section 9.1, Beam will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. If Beam cannot do so within 30 days of receipt of Customer's warranty claim, either party may terminate the affected Order Form as it relates to the non-conforming Product. Beam will then refund to Customer any pre-paid, unused fees for the terminated portion of the applicable Subscription Term. The foregoing constitutes the Customer's sole and exclusive remedy for any breach of the limited warranty set out in section 9.1.

- 9.3. Beam's obligations in section 9.1 and 9.2 do not apply to (a) issues caused by Customer's or Users' misuse of or unauthorised modifications to the Product; (b) issues in or caused by Third-Party Platforms or other third-party systems; (c) use of the Product other than according to the Documentation; or (d) Trials or other free or evaluation use.
- 9.4. Beam:
- 9.4.1. does not warrant that:
 - 9.4.1.1. that the Product and/or the information obtained by the Customer through the Product will meet the Customer's requirements; or
 - 9.4.1.2. the Product will be free from Vulnerabilities or Viruses.
 - 9.4.2. 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 Product may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.5. The existence of this Agreement shall not prevent Beam from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 9.6. Beam warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under the Agreement
- 9.7. Beam shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy, as such documents may be amended by Beam 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 Beam shall be for Beam to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Beam in accordance with the archiving procedure described in its Back-Up Policy. Beam 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 Beam to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).
- 9.8. Except as expressly set forth in this Agreement, the Product is provided to the Customer on an "as is" basis, and Beam makes no other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, or noninfringement. Beam does not warrant that Customer's use of the Product will be uninterrupted or error-free, that Beam will review Customer Data for accuracy, or that it will maintain Customer Data without loss. Beam is not liable for delays, failures, or problems inherent in use of the Internet and electronic communications or other systems outside Beam's control. The Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

10. Charges and payment

- 10.1. The Customer shall pay the Subscription Fees to Beam for the Product Subscription (and any other fees set forth in an Order

Form) in accordance with this section 11 and any Order Form.

10.2. The Customer shall on the Effective Date provide to Beam valid, up-to-date and complete credit card details or approved purchase order information acceptable to Beam and/or any other relevant valid, up-to-date and complete contact and billing details.

10.3. The Order Form shall set out the billing arrangements agreed with the Customer.

10.4. Beam shall invoice the Customer:

10.4.1. on the Effective Date for the Subscription Fees payable in respect of the Pilot Period (if applicable) and Initial Subscription Term; and

10.4.2. subject to section 15.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice within 30 days after the date of such invoice.

10.5. If Beam has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Beam:

10.5.1. Beam may, on no less than 5 Business Days' notice to the Customer and without liability to the Customer, disable the Customer's Log-in Mechanism, account and access to all or part of the Product and Beam shall be under no obligation to provide access to the Product while the invoice(s) concerned remain unpaid; and

10.5.2. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England from time to time (save for where such rate is less than 0% in which case the annual rate applicable shall be 3%), commencing on the due date and continuing until fully paid, whether before or after judgment.

10.6. All amounts and fees stated or referred to in this Agreement:

10.6.1. shall be payable in GBP;

10.6.2. are non-cancellable and non-refundable;

10.6.3. are exclusive of sales, use, GST, value-added, withholding, or similar taxes or levies that apply to the Order Form, whether domestic or foreign, other than Beam's income tax, which shall be the responsibility of Customer and may added to Beam's invoice(s) at the appropriate rate.

10.7. Beam shall be entitled to increase the Subscription Fees, the Additional Fees and/or the support fees payable by the Customer at the start of each Renewal Period upon 90 days' prior notice to the Customer and the Order Form shall be deemed to have been amended accordingly.

11. Customer's obligations

11.1. The Customer shall:

11.1.1. provide Beam with:

11.1.1.1. all necessary cooperation in relation to this Agreement; and

11.1.1.2. all necessary access to such information as may be required by Beam;

- 11.1.1.3. in order to provide the Product, including but not limited to Customer Data, security access information and configuration services;
 - 11.1.2. without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - 11.1.3. carry out all other Customer responsibilities set out in this Agreement 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, Beam may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 11.1.4. ensure that the Users use the Product in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;
 - 11.1.5. obtain and shall maintain all necessary licenses, consents, and permissions necessary for Beam, its contractors and agents to perform their obligations under this Agreement;
 - 11.1.6. ensure that its network and systems (including Supported Devices) comply with the relevant specifications provided by Beam from time to time; and
 - 11.1.7. be, to the extent permitted by applicable law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Beam'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.
 - 11.2. The Customer shall retain all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. Customer grants Beam the non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, publicly display, modify, and create derivative works from Customer Data only as necessary to: (a) provide the Product, support and services under this Agreement; (b) derive or generate Usage Data and create and compile Aggregated Data; or (c) as otherwise required by applicable laws or as agreed to in writing between the parties.
 - 11.3. Beam may create and process Usage Data and Aggregated Data for internal business purposes, such as to: (a) track use of Product for billing purposes; (b) provide support for the Product; (c) monitor the performance and stability of the Product; (d) prevent or address technical issues with the Product; (e) to improve the Product, its other products and services, and to develop new products and services; and (f) for all other lawful business practices, such as analytics, benchmarking, and reports.
- 12. Confidentiality**
- 12.1. "Confidential Information" means information disclosed to the receiving party ("Recipient") under this Agreement that is designated by the disclosing party ("Discloser") as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the

circumstances of its disclosure. Beam's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Product.

- 12.2. As Recipient, each party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement; and (b) only use Confidential Information to fulfil its obligations and exercise its rights in this Agreement. At Discloser's request, Recipient will delete all Confidential Information, except, in the case where Beam is the Recipient, Beam may retain the Customer's Confidential Information to the extent required to continue to provide the Product. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know provided it remains responsible for their compliance with this section 12 and they are bound to confidentiality obligations no less protective than this section 12.
- 12.3. These confidentiality obligations shall not apply to Confidential Information that Recipient can document:
- 12.3.1. is in the possession of and is at the free disposal of either party, or is published or is otherwise in the public domain prior to the receipt of such information by the other;
 - 12.3.2. is or becomes publicly available on a non-confidential basis through no fault of the party receiving the confidential information; or
 - 12.3.3. is received in good faith by either party from a third party who claims to have no obligations of confidence in respect of such information and imposes no obligations of confidence upon the party receiving the confidential information.
- 12.4. These confidentiality obligations will survive for 5 years from the date of termination or expiration of this Agreement.
- 12.5. Nothing in this Agreement prohibits either party from making disclosures of Confidential Information or Customer Data, if required by applicable law, subpoena, or court order, provided (if permitted by applicable law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

13. Indemnity

- 13.1. The Customer shall defend, indemnify and hold harmless Beam 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 a third-party claim resulting from Customer Data or the Customer's use of the Product in violation of this Agreement, provided that:
- 13.1.1. the Customer is given prompt notice of any such claim;
 - 13.1.2. Beam provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 13.1.3. the Customer is given sole authority to defend or settle the claim.
- 13.2. Beam shall defend the Customer, its officers, directors and employees against any third-party claim that the Customer's use of the Product in accordance with this Agreement infringes or misappropriates any patent effective as of the Effective Date, copyright, or trade mark, and shall indemnify the Customer for

any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- 13.2.1. Beam is given prompt notice of any such claim;
 - 13.2.2. the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Beam in the defence and settlement of such claim, at Beam's expense; and
 - 13.2.3. Beam is given sole authority to defend or settle the claim.
- 13.3. In the defence or settlement of any claim, Beam may procure the right for the Customer to continue using the Product, replace or modify the Product so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement 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.
- 13.4. In no event shall Beam, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 13.4.1. a modification of the Product by anyone other than Beam; or
 - 13.4.2. the Customer's use of the Product in a manner contrary to the instructions given to the Customer by Beam; or
 - 13.4.3. the Customer's use of the Product after notice of the alleged or actual infringement from Beam or any appropriate authority; or
 - 13.4.4. the Customer's breach of this Agreement
- 13.5. The foregoing and section 13 states the Customer's sole and exclusive rights and remedies, and Beam's (including Beam's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Right.

14. Limitation of liability

- 14.1. Except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for results obtained from the use of the Product by the Customer, and for conclusions drawn from such use. Beam shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to Beam by the Customer in connection with the Product, or any actions taken by Beam at the Customer's direction.
- 14.2. Except for Excluded Claims (as defined below) neither party (nor its suppliers or licensors) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business, or any indirect or consequential damages of any kind, even if informed of their possibility in advance.
- 14.3. Except for Excluded Claims, each party's (and its suppliers' and licensors') entire liability arising out of or related to this Agreement will not exceed in aggregate the total Subscription Fees paid or payable by Customer to Beam pursuant to this Agreement during the 12 months prior to the date on which the applicable claim giving rise to the liability arose under this Agreement.

- 14.4. "Excluded Claims" means Customer's (a) infringement, misappropriation or violation of Beam's Intellectual Property Rights, Customer's breach of sections 2.4 or 10 (Customer Obligations); (b) breach of section 12 (Confidentiality); or (c) indemnification obligations in section 13 (Indemnification).
- 14.5. Nothing in this Agreement excludes the liability of either party for death or personal injury caused by its negligence; for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

15. Term and termination

- 15.1. Without limiting section 3.2 with respect to Trials or section 3.4 with respect to Pilots, the Agreement shall, unless otherwise terminated as provided in this section 15, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a "Renewal Period"), unless:
- 15.1.1. either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - 15.1.2. otherwise terminated in accordance with the provisions of this Agreement;
 - 15.1.3. and the Pilot Period (if applicable) and Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "Subscription Term".
- 15.2. 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:
- 15.2.1. if the other party fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice;
 - 15.2.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due;
 - 15.2.3. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - 15.2.4. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or
 - 15.2.5. there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 15.3. On termination of this Agreement for any reason:
- 15.3.1. all licenses granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Product, App and APIs and shall uninstall the App and APIs;
 - 15.3.2. the Customer shall have 10 Business Days following the effective date of termination to provide a written request for the return of its Customer Data. If such a

request is received, Beam shall return a copy of the Customer Data within 30 days of the request in a form determined by Beam. If no request is received from the Customer within this period, Beam shall be entitled to permanently delete all such Customer Data. The Customer shall pay all reasonable expenses incurred by Beam in returning or disposing of Customer Data. Notwithstanding the foregoing, Beam shall not be required to delete copies of Customer Data from its secure backup archives where commercially prohibitive (so long as such copies are isolated and protected from further processing) and may retain Customer Data as required to comply with its legal or regulatory obligations;

15.3.3. 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; and

15.3.4. sections 2.4, 3, 7, 8, 9.4, 9.7, 9.8, 10.3, 12-14, 15.3, 16 and 17 shall survive expiration or termination of this Agreement.

16. Force majeure

Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

17. General

17.1. The Customer grants Beam a non-exclusive, royalty-free, worldwide licence to use the Customer's name, trade mark(s), and logo(s) (the "Customer Marks") in Beam's marketing materials, website, pitch decks, and press releases for the purpose of identifying the Customer as a customer of Beam. Beam shall use the Customer Marks in accordance with any brand guidelines provided by the Customer in writing from time to time. The Customer may withdraw this licence at any time by giving Beam no less than 30 days' written notice, following which Beam shall cease all new use of the Customer Marks and shall use reasonable endeavours to remove existing uses within a reasonable period. For the avoidance of doubt, Beam shall not be required to recall or destroy materials already in circulation at the time of withdrawal.

17.2. A waiver of any right or remedy is only effective if given in writing and signed on behalf of both parties.

17.3. If any provision or part-provision of this Agreement 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 this Agreement, and 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.

17.4. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and

contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

- 17.5. The Customer shall not, without the prior written consent of Beam, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement. Beam may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 17.6. Beam may modify these Terms (including documents incorporated herein) from time to time with notice to Customer. Modifications take effect at Customer's next Renewal Period or Order Form unless Beam indicates an earlier effective date. If Beam requires modifications with an earlier effective date and Customer objects, Customer's exclusive remedy is to terminate the Agreement with notice to Beam, in which case Beam will provide Customer a refund of any pre-paid Subscription Fees for the terminated portion of the current Subscription Term. To exercise this termination right, Customer must notify Beam of its objections within 30 days after Beam's notice of the modified Agreement. Once the modified Agreement takes effect Customer's continued use of the Product constitutes its acceptance of the modifications. Beam may require Customer to click to accept the modified Terms.
- 17.7. The parties are independent contractors, not agents, partners, or joint venturers. Nothing in this Agreement 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.
- 17.8. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 17.9. This Agreement 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 interpreted in accordance with the law of England and Wales and the courts of England & Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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