



Terms and Conditions

1. SAAS SERVICES AND SUPPORT; OWNERSHIP

1.1 Subject to the terms of this Agreement, Kadence will use commercially reasonable endeavours to provide Customer access to the Company's proprietary workplace management software platform (together with all tools, functionalities and technologies available thereon and all updates and upgrades thereto, the "**Services**").

1.2 Unless an enhanced Service Level Agreement is purchased and referenced on the Order Form, the Standard Kadence Service Level Agreement (<https://kadence.co/wp-content/uploads/2023/12/Standard-Kadence-SLA.pdf>) applies to the provision of Services under this Agreement.

1.3 As part of the registration process, Customer will identify an administrative username and password for Customer's account to access the Services. Customer may use such administrative username to create additional accounts for other users (such users together with the administrative user, the "**Authorised Users**"). Customer agrees that it is responsible for ensuring that it and its Authorised Users maintain the confidentiality of their account information and its Authorised Users comply with this Agreement. Customer acknowledges that it is solely responsible for any liabilities arising from (a) an Authorised User's non-compliance with this Agreement and (b) any activity that occurs through an Authorised User's account. Kadence reserves the right to refuse registration of, or cancel, passwords it deems inappropriate.

1.4 If Kadence performs any implementation services to onboard Customer (the "**Implementation Services**"), Customer agrees to assist Kadence in performing such Implementation Services, including responding promptly to requests from Kadence for information or other materials and providing access to Customer employees as may be reasonably requested by Kadence. Kadence will be excused from meeting specified deadlines or performing specified responsibilities to the extent Kadence's delays or failures are caused by Customer's delays or failures in providing Kadence with reasonable cooperation or access to information or documentation necessary for the performance of the Implementation Services.

1.5 Kadence shall own and retain all right, title and interest in and to (a) the Services, (b) any software, applications, inventions or other technology developed in connection with the Services or the Implementation Services or related support provided by Kadence, and (c) all intellectual property rights related to any of the foregoing. For avoidance of doubt, the foregoing does not apply to Customer Data (as defined below).

1.6 Kadence may modify, amend, alter, supplement or replace the Services from time to time, in whole or in part, without any notice to Customer; provided that Kadence will use reasonable endeavours to provide Customer written notice if Kadence believes that any modification, amendment, alteration, supplement or replacement will cause a material adverse effect on Customer's access or use of the Services. Customer agrees that its entry into this Agreement is not contingent on Kadence developing, delivering or otherwise making available any future functionality or features of the Services, or dependent on any oral or written public comments made by Kadence regarding future functionality or features of the Services.

1.7 The Services contain certain features and functionalities that integrate and/or interoperate with certain third party products, services or applications (the "**Third Party Services**"). All use of Third Party Services is subject to the applicable terms of the provider of such Third Party Service. Kadence is not responsible for any Third Party Service, including for the availability or reliability of a Third Party



Service, or the accuracy or completeness of information shared by or available through such Third Party Service, or the privacy practices of the provider of such Third Party Service.

2. REFERENCE ACCOUNT

Kadence may ask the Customer to become a reference account in accordance with the terms of this Section 2 and such agreement to be confirmed in writing by the Customer. Notwithstanding anything to the contrary in this document, Kadence may include Customer's name, logo or trademarks in marketing materials, customer lists, or other public communications. As a reference account, Kadence may ask the Customer to participate in case studies, interviews and provide quotations to be published in Kadence's marketing materials. In the event that the Customer agrees to act as a reference account, Kadence will agree to act as a reference account/ supplier for the Customer.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer agrees to use the Services only in compliance with Kadence's standard published policies then in effect and all applicable laws and regulations. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Kadence or authorised within the Services or permitted by applicable law); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party (other than Authorised Users); send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs through the Services; interfere with or disrupt the integrity or performance of the Services; remove any proprietary notices or labels; or otherwise use the Services except as expressly permitted herein. With respect to any Software that is distributed or provided to Customer for use on Customer or its affiliates' premises or devices, Kadence hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, limited licence to use such Software during the Term solely in order to receive the Services as set out herein.

3.2 Customer acknowledges and agrees that Kadence's Software, related Services and any related download or technology ("**Controlled Technology**") may be subject to applicable import/export control and trade sanction laws, regulations, rules and licences. Customer will be notified of any relevant information published by Kadence at <https://kadence.co/terms> and will comply with the foregoing, and with such further import / export restrictions that may govern the Controlled Technology. Customer will comply with any applicable laws, rules and regulations in connection with activity under this Agreement as directed by Kadence.

3.3 Although Kadence has no obligation to monitor Customer's use of the Services, Kadence may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.4 Both parties shall ensure that, in relation to this Agreement and general business practices, neither party, nor any of their associated persons, engage in any activity, practice or conduct which may constitute a violation of any applicable anti-corruption laws. In particular, neither party will, and will ensure that any associated persons do not offer, promise or pay to, or solicit or receive from any other person (including public and government officials) or company, any financial or other advantage which causes or is intended to cause another person to improperly perform their function or activities in order to secure or retain a business advantage.

3.5 In performing their obligations under this Agreement, both parties shall (and ensure any other person who performs services and/or supplies goods within the supply chain in relation to this



Agreement shall), comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force; have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance. Kadence shall provide the Customer with any reasonable assistance requested to enable it to perform any activity required by any regulatory body for the purpose of complying with any anti-slavery requirements.

3.6 Customer is responsible for securing and maintaining the necessary digital environment and devices to access and utilise the Services effectively. This includes reliable internet access, compatible computing devices, and up-to-date web browsers or SaaS-specific applications (collectively, **"Digital Access Requirements"**). The Customer must also ensure the security and confidentiality of their service access credentials and all activities conducted under their account, whether authorised or unauthorised.

4. CONFIDENTIALITY

Each party (the **"Receiving Party"**) understands that the other party (the **"Disclosing Party"**) has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business that is marked or otherwise designated as confidential or proprietary or that should be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure (hereinafter referred to as **"Confidential Information"** of the Disclosing Party). Confidential Information of Kadence includes information regarding features, functionality and performance of the Services. Confidential Information of Customer includes all Customer Data, as defined below. The Receiving Party agrees: (i) to take reasonable precautions to protect Confidential Information against unauthorised use or disclosure, (ii) not to use Confidential Information except as reasonably necessary in connection with the performance of this Agreement; and (iii) not disclose Confidential Information to any third parties other than the Receiving Party's employees, agents, and service providers who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law. In the event of actual or threatened breach of the provisions of this Section or the licence restrictions in section 3, the non-breaching party will, notwithstanding anything in this Agreement, be entitled to seek immediate injunctive and other equitable relief in any jurisdiction, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

5. CUSTOMER DATA

5.1 As used herein, **"Customer Data"** means information and data that is created or displayed within or uploaded to the Services by Customer or its users during or as part of usage of the Services.

5.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data derived from the Customer Data as part of the Services. Customer hereby grants to Kadence a non-exclusive, royalty-free licence, to access, use, copy, and disclose Customer Data as necessary to provide the Services and the Implementation Services, or otherwise at Customer's direction. Customer represents and warrants that it has the valid and enforceable right to provide to Kadence all Customer Data and materials furnished hereunder for use in accordance with this Agreement. Customer represents, warrants and covenants that the Customer Data, at all times during the Term:

a) is provided to Kadence in accordance with all applicable laws, including laws related to audio and video recording, intellectual property, privacy and export control;



- b) does not violate, infringe or misappropriate the intellectual property, privacy, publicity, or other rights of third parties or any other law, statute, ordinance or regulation;
- c) does not misrepresent the source of the Customer Data;
- d) does not misrepresent the Customer's identity; and
- e) does not contain any viruses, Trojan horses, spyware, malware, worms, time bombs, or other harmful content intended to damage, detrimentally interfere with, intercept, or expropriate any system or data.

If Customer becomes aware of any violation of this Agreement in connection with use of the Software or Services, Customer may contact Kadence at the contact information listed on the Order Form. Kadence may investigate complaints and violations and take actions it believes are appropriate, including issuing warnings, removing content or terminating accounts. However, because situations and interpretations vary, Kadence also reserves the right not to take any action. Customer is solely responsible for all data or other content loaded into or viewable under the Services.

5.3 Notwithstanding anything to the contrary herein, Kadence shall have the right to collect and analyse diagnostic, technical, usage and related data and other information relating to the Kadence's provision and Customer's and its Authorised Users' use of the Services and related systems and technologies (including, information concerning Customer Data and other information produced by Customer or its users through the Services, and data and insights derived therefrom) on an aggregated and anonymised basis, and Kadence will be free (during and after the term hereof) to (i) use such information and data internally to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Kadence offerings, and (ii) disclose such data solely in aggregate and de-identified form in connection with its business. No rights or licences are granted except as expressly set forth herein.

6. PRIVACY AND DATA PROTECTION

6.1 To the extent that Kadence Processes any Personal Data on Customer's behalf in the course of providing the Services, the Data Processing Addendum set forth at <https://kadence.co/wp-content/uploads/2023/06/DPA-2023.pdf> ("DPA"), will govern the parties' respective rights and obligations with regard to the Processing and is incorporated by reference herein. As used in this Section, the terms "**Personal Data**" and "**Process**" have the meanings set forth in the DPA.

6.2 Customer agrees that Customer Data will not contain any financial account identifiers (e.g., credit card numbers or bank account numbers), government issued identifiers (e.g., social security or driver's licence numbers,), or other types of sensitive data that constitute Sensitive Personal Data (as defined under applicable data protection law) under the DPA or are otherwise subject to specific or elevated data protection requirements (such as the Gramm-Leach-Bliley Act or HIPAA ("**Sensitive Personal Data**")). Kadence shall have no liability under this Agreement for Sensitive Personal Data, notwithstanding anything to the contrary herein.

7. PAYMENT OF FEES

7.1 Customer will pay the Kadence any applicable fees described in the Order Form plus any applicable sales or value added taxes for the Services and Implementation Services in accordance with the terms therein (the "**Fees**"). If Customer's use of the Services differs from the Service Capacity set forth on the Order Form or otherwise requires the payment of adjusted fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the adjusted fees in the manner provided herein. Kadence reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term (as specified in the Order Form) or the current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Kadence has billed Customer incorrectly, Customer must contact



Kadence no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Kadence's customer support department.

7.2 Kadence shall bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Kadence thirty (30) days after receipt of the invoice by Customer. Unpaid amounts are subject to interest payments of 4% per year above the Bank of England's base rate from time to time on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in termination of Service. Customer shall be responsible for all taxes associated with Services.

8. TERM AND TERMINATION

8.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "**Term**"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term. In the event that the Customer wishes to terminate earlier than the Initial Service Term, then the Customer agrees to pay Kadence an early termination fee equal to the lesser of (a) fees that would have been due for the remainder of the Initial Service Term and (b) 6-months of fees.

8.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or fifteen (15) days in the event of non-payment), if the other party materially breaches any of the terms or conditions of this Agreement and fails to remedy such breach within the thirty (30) day notice period after written notice of such breach, provided, however, that if such breach is capable of remedy but cannot be remedied within such period and the breaching party initiates actions to remedy the breach and thereafter diligently pursues such actions, the breaching party shall have such additional period as is necessary in the circumstances to cure the breach. Customer will pay in full for the Services up to and including the last day on which the Services are provided, provided that if this Agreement is terminated part way through the Term due to Kadence's material breach, Kadence shall refund Customer for the pro-rata amount of any fees paid in advance that relate to the terminated part of the Term. Upon any termination, Kadence will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Kadence shall delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

9. WARRANTY AND DISCLAIMER

Kadence shall perform the Implementation Services and any support services in a professional and workmanlike manner. In the event of a breach of the foregoing warranty, Customer shall notify Kadence in writing of the alleged deficient services and Kadence will use commercially reasonable endeavours to re-perform such deficient services. The foregoing shall be Kadence's sole obligation and exclusive liability, and Customer's sole and exclusive remedy, for any breach of the warranty in this Section 9. To the extent allowable by applicable law, Kadence does not make any warranty as to the results that may be obtained from use of the Services and except as expressly set forth in this Section 9, the Services (together with all data, content and information made available thereon), Implementation Services and Support Services are provided "as is" and "as available" and Kadence disclaims all warranties and conditions, express or implied, including implied warranties of satisfactory quality, title, non-infringement and fitness for a particular purpose.

10. FORCE MAJEURE



In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for non-payment), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including internet and online system failure, power failure, acts of God, flood, fire, earthquake, pandemic, epidemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns or other industrial disturbances (excluding those involving the workforce of the party attempting to rely on this Section 10), or passage of law or any action taken by a governmental or public authority, including imposing an embargo or blackout.

11. INDEMNIFICATION

11.1 Kadence will defend Customer against any claim, demand, action, suit, or proceeding ("**Claim**") made or brought against Customer by a third party alleging that the use of the Services in accordance with this Agreement infringes or misappropriates a third party's patent, copyright, trade mark or trade secret (other than any such infringement or misappropriation resulting from use of a Third Party Service or any AI Content) and will, subject to Section 13, indemnify Customer for any damages finally awarded by a court of competent jurisdiction against Customer (or any settlement approved by Kadence in writing) in connection with any such Claim. If the use of the Services by Customer has become, or in Kadence's opinion is likely to become, the subject of any Claim of infringement, Kadence may at its option and expense: (a) procure for Customer the right to continue using and receiving the Services as set forth hereunder; (b) replace or modify the Services to make them non-infringing (with comparable functionality); or (c) if the options in sub-sections (a) or (b) are not reasonably practicable, terminate this Agreement and provide a pro rata refund of any prepaid Fees corresponding to the terminated portion of the applicable subscription term. Kadence will have no liability or obligation with respect to any Claim to the extent such Claim is caused by: (i) use of the Services other than as permitted hereunder; (ii) compliance with designs, guidelines, plans or specifications provided by Customer; (iii) use by Customer of any version of any downloadable component of the Services other than the latest version made available to Customer; (iv) modification of the Services by any party other than Kadence without Kadence's express written consent; (v) Customer Data or Customer Confidential Information; (vi) the combination, operation or use of the Services with other applications, portions of applications, product(s) or services where the Services would not by itself be infringing; or (vii) continued use of the Services after Customer was aware of the Claim or Kadence had notified it of the possibility of the Claim (sub-sections (i) through (vii), "**Excluded Claims**"). This section represents Customer's exclusive remedy for infringement or misappropriation of intellectual property.

11.2 Customer will defend Kadence against any Claim made or brought against Kadence by a third party arising out of (a) Kadence's use of the Customer Data in accordance with this Agreement, and (b) the Excluded Claims, and Customer will indemnify Kadence for any damages finally awarded against Kadence (or any settlement approved by Customer) in connection with any such Claim.

11.3 In connection with any Claim: (i) the indemnified party will promptly notify the indemnifying party of such Claim in writing; (ii) the indemnifying party will have the sole and exclusive authority to defend and/or settle such Claim (provided that it may not settle any Claim without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned or delayed where it unconditionally releases the indemnified party of all associated liability); and (iii) the indemnified party reasonably cooperates with the indemnifying party in connection therewith.

12. AI GENERATED OUTPUT

Customer acknowledges and agrees that certain content, information, recommendations, suggestions or other output generated and returned by the Services, including use of the chatbot made available through the Services may be generated using artificial intelligence ("**AI**") tools (such content, "**AI Content**"). In relying on AI tools, in addition to the limitations and restrictions set forth in this



Agreement, there are numerous limitations that apply with respect to AI Content due to the fact that it is automatically generated, including that (a) it may contain errors or misleading information, (b) AI systems are based on predefined rules and algorithms that lack the ability to think creatively and come up with new ideas and can result in repetitive or formulaic content, (c) AI systems can struggle with understanding the nuances of language, including slang, idioms, and cultural references, which can result in AI Content that is out of context or does not make sense, (d) AI systems do not have emotions and cannot understand or convey emotions in the way humans can, which can result in AI Content that lacks the empathy and emotion that humans are able to convey, (e) AI systems can perpetuate biases that are present in the data used to train them, which can result in AI Content that is discriminatory or offensive, (f) AI systems can struggle with complex tasks that require reasoning, judgment and decision-making, (g) AI systems require large amounts of data to train and generate content, and the data used to train AI systems may be of poor quality or biased, which will negatively impact the accuracy and quality of the generated AI Content, and (h) AI Content can lack the personal touch that comes with content created by humans, which can make it seem cold and impersonal. Customer agrees that it is responsible for evaluating, and bearing all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of any AI Content.

13. LIMITATION OF LIABILITY

13.1 Nothing in this Agreement excludes or restricts any Liability that cannot be excluded or restricted under applicable law or Customer's breach of Sections 3.1 or 7.1.

13.2 Subject to Section 13.1, neither party is Liable to the other party for any: (a) loss of actual or anticipated profits; (b) loss of sales, business or revenue; (c) loss of agreements or contracts; (d) wasted expenditure (excluding fees paid under this Agreement); (e) loss of anticipated savings; (f) loss of or damage to reputation or goodwill; (g) loss of use or corruption of software, data or information, in each case (a) to (g), whether direct or indirect; or (h) indirect, special, incidental, consequential or punitive damages of any character, even if informed of their possibility in advance.

13.3 Subject to Section 13.1, each party's total aggregate Liability in any Contract Year will not exceed the amounts paid by Customer under the applicable order form during that Contract Year.

13.4 As used in this clause, the terms "**Liable**" and "**Liability**" mean any liability arising under, out of or in connection with this Agreement, whether or not foreseeable or in the contemplation of the parties at any time, in or under contract, tort (including negligence), breach of statutory duty, misrepresentation, indemnity, restitution or otherwise and the term "**Contract Year**" means each successive twelve (12) calendar month period commencing on the effective date or an anniversary thereof.

14. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may transfer or assign any of its rights and obligations under this Agreement without the other party's consent except that either party may transfer or assign this Agreement in connection with a merger or sale of all or substantially all of such party's assets. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. In the event of any conflict between the terms of an Order Form and these Terms and Conditions, the terms of the Order Form shall govern but only with respect to the Services subject to such Order Form. All waivers and modifications to this Agreement must be in a writing signed by both parties, except as otherwise provided herein. 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) other than as expressly set out in this Agreement. Nothing in this Section 14 shall limit or exclude any liability for fraudulent misrepresentation. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Kadence in any respect whatsoever. Except to the extent (if any) it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognised overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of England without regard to its conflict of laws provisions. All disputes arising out of or in connection with these Terms shall be settled by arbitration at a mutually agreed upon location before a neutral single arbitrator, whose decision will be final and binding and the arbitral proceedings will be settled in accordance with the arbitration rules of the London Court of International Arbitration. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Notwithstanding the foregoing, either party hereto shall be entitled to seek injunctive or equitable relief from a court of competent jurisdiction without the necessity of posting bond or proving actual damages.