



Squad AI Ltd Terms and Conditions

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Master Subscription Agreement

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 28 2026. It is effective between You and Us as of the date of You accepting this Agreement.

1. Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement.

"Beta Services" means Our services that are not generally available to customers.

"Content" means information obtained by Us from Our content licensors or publicly available sources and provided to You pursuant to an Order Form, as more fully described in the Documentation.

"Documentation" means Our online user guides, documentation, and help and training materials, as updated from time to time, accessible via Squad AI.com or login to the applicable Service.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Marketplace" means an online directory, catalog or marketplace of applications that interoperate with the Services.

"Non-Squad AI Applications" means a Web-based or offline software application that is provided by You or a third party and interoperates with a Service, including, for example, an application that is developed by or for You or is listed on a Marketplace.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

Contract Reference:



"Purchased Services" means Services that You or Your Affiliate purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"Services" means the products and services that are ordered by You under a free trial or an Order Form and made available online by Us, including associated offline components, as described in the Documentation. "Services" excludes Non-Squad AI Applications.

"User" means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us" or "Our" means the Squad AI company described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to the Purchased Services or collected and processed by or for You using the Purchased Services, excluding Content and Non-Squad AI Applications.

2. Free Trial

If You register on our website for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by You for such Service(s). Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL; THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING SECTION 9 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

Please review the Documentation during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

If You are located in the United States, then during any free trial period We may disclose anonymous data about Your use of the Services ("Usage Statistics") to our service providers for the purpose of helping us improve the Services. Any such disclosures of Usage Statistics to our service providers will not include Your identity.

3. Our Responsibilities

3.1 Provision of Purchased Services. We will (a) make the Services and Content available to You pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, and (c) use

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commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-Squad AI Application, or denial of service attack.

3.2 Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing.

3.3. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

3.4. Beta Service. From time to time, We may invite You to try Beta Services at no charge. You may accept or decline any such trial in Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

4. Use of Services and Content

4.1 Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Services and Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

4.2 Usage Limits. Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service or Content. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 6.2 (Invoicing and Payment).

4.3 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with the Documentation and applicable laws and government regulations, and (e) comply with terms of service of Non-Squad AI Applications with which You use Services or Content.



4.4 Usage Restrictions. You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, or (k) access any Service or Content in order to build a competitive product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law).

4.5 External-Facing Services. If You subscribe to a Service for creation and hosting of external-facing websites, You will comply with, and be responsible for Users' compliance with applicable law in any use of cookies or other tracking technologies on such websites.

4.6. Removal of Content and Non-Squad AI Applications. If We are required by a licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, We may so notify You and in such event You will promptly remove such Content from Your systems. If We receive information that a Non-Squad AI Application hosted on a Service by You may violate applicable law or third-party rights, We may so notify You and in such event You will promptly disable such Non-Squad AI Application or modify the Non-Squad AI Application to resolve the potential violation. If You do not take required action in accordance with the above, We may disable the applicable Content, Service and/or Non-Squad AI Application until the potential violation is resolved.

5. Non-Squad AI Providers

5.1. Acquisition of Non-Squad AI Products and Services. We or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-Squad AI Applications and implementation and other consulting services. Any acquisition by You of such non-Squad AI products or services, and any exchange of data between You and any non-Squad AI provider, is solely between You and the applicable non-Squad AI provider. We do not warrant or support Non-Squad AI Applications or other non-Squad AI products or services, whether or not they are designated by Us as "certified" or otherwise, except as specified in an Order Form.

5.2. Non-Squad AI Applications and Your Data. If You install or enable a Non-Squad AI Application for use with a Service, You grant Us permission to allow the provider of that Non-Squad AI Application to access Your Data as required for the interoperation of that Non-Squad AI Application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by a Non-Squad AI Application.

5.3. Integration with Non-Squad AI Applications. The Services may contain features designed to interoperate with Non-Squad AI Applications. To use such features, You may be required to obtain access to Non-Squad AI Applications from their providers, and may be required to grant Us access to Your account(s) on the Non-Squad AI Applications. If the provider of a Non-Squad AI Application ceases to make the Non-Squad AI Application available for interoperation with the corresponding Service features on reasonable terms, We may cease providing those Service features without entitling You to any refund, credit, or other compensation.

6. Fees And Payment for Purchased Services

6.1. Fees. You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content purchased and not actual usage, (ii) payment

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obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

6.2. Invoicing and Payment. You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

6.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).

6.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending services to You.

6.5. Payment Disputes. We will not exercise Our rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.6. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 6.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

6.7. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

7. Proprietary Rights and Licenses

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.2. License by Us to Use Content. We grant to You a worldwide, limited-term license, under Our applicable intellectual property rights and licenses, to use Content acquired by You pursuant to Order Forms, subject to those Order Forms, this Agreement and the Documentation.

7.3. License by You to Host Your Data and Applications. You grant Us and Our Affiliates a worldwide, limited-term license to host, copy, transmit and display Your Data, and any Non-Squad AI Applications and program code created by or for You using a Service, as necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data of any Non-Squad AI Application or program code.



7.4. License by You to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

8. Confidentiality

8.1. Definition of Confidential Information. “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this Section 8.2.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. Representations, Warranties, Exclusive Remedies and Disclaimers

9.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2. Our Warranties. We warrant that (a) this Agreement, the Order Forms and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Purchased Services during a subscription term, (c) the Purchased Services will perform materially in accordance with the applicable Documentation, (d) subject to Section 5.3 (Integration with Non-Squad AI Applications), We will not materially decrease the functionality of the Purchased Services during a subscription term, and (e) the Purchased Services and Content will not introduce Malicious Code into Your systems. For any breach of an above warranty, Your exclusive remedies are those described in Sections 12.3 (Termination) and 12.4 (Refund or Payment upon Termination).



9.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10. Mutual Indemnification

10.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 9.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-Squad AI Application or Your breach of this Agreement.

10.2. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "**Claim Against Us**"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

10.3. Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 10.

11. Limitation of Liability

11.1 Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN

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ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. Term and Termination

12.1 Term of Agreement. This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

12.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 7% of the pricing for the applicable Purchased Service or Content in the immediately prior subscription term, unless the pricing in the prior term was designated in the relevant Order Form as promotional or one-time.

12.3. Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 12.3 (Termination), We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 12.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.5. Portability and Deletion of Your Data. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make the Your Data available to You for export or download as provided in the Documentation. After that 30-day period, We will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the Documentation, unless legally prohibited.

12.6. Surviving Provisions. Sections 6 (Fees and Payment for Purchased Services), 7 (Proprietary Rights and Licenses), 8 (Confidentiality), 9.3 (Disclaimers), 10 (Mutual Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Portability and Deletion of Your Data), 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 14 (General Provisions) will survive any termination or expiration of this Agreement.

13. Who You are Contracting with, Notices, Governing Law and Jurisdiction

13.1. General. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such lawsuit, depend on where You are domiciled.

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
Anywhere worldwide	Squad AI Ltd.,	Brunel House 11 The Promenade, Clifton,	England and Wales	England and Wales

Contract Reference:



		Bristol, United Kingdom, BS8 3NG		
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13.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

13.3. Agreement to governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

13.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

13.4 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 construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

14. General Provisions

14.1. Export Compliance. The Services, Content, other technology We make available, and derivatives thereof may be subject to export laws and regulations of England and Wales and other applicable jurisdictions. Each party represents that it is not listed on any United Kingdom government denied-party list. You shall not permit Users to access or use any Service or Content in any country subject to United Kingdom embargoes or sanctions, or in violation of any applicable export law or regulation of England and Wales.

14.2. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Us.

14.3. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

14.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of

Contract Reference:



control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.6. Third-Party Beneficiaries. Our Content licensors shall have the benefit of Our rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.

14.7. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.9. Attorney Fees. You will pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 6.2 (Invoicing and Payment).



Professional Services Agreement

This Professional Services Agreement ("Agreement") is between Squad AI Ltd. ("Consultant") and Client-Legal-Name ("Customer"). Specific Professional Services to be provided to Customer, and Customer's payment obligations for same, shall be set forth in one or more Statements of Work hereunder.

1. Definitions

"Professional Services" Shall mean work performed by Consultant for Customer pursuant to a Statement of Work under this Agreement.

"Statement of Work" Shall mean Consultant's standard form for ordering Professional Services, which has been completed and executed by both parties, and which specifies the scope and schedule of Professional Services to be performed by Consultant for Customer and the applicable fees. Each Statement of Work entered into hereunder shall be governed by the terms of this Agreement.

2. Ordering, Charges, Payment, Taxes

Who May Order

Customer or a wholly owned subsidiary of Customer (each a "Customer Entity") may obtain Professional Services from Consultant under this Agreement. By signing a Statement of Work, a Customer Entity agrees that any Professional Services obtained pursuant to the Statement of Work are subject solely to the provisions of this Agreement and the Statement of Work. Customer represents and warrants that any Customer Entity who purchases Professional Services shall perform its obligations in accordance with the terms and conditions of this Agreement and the relevant Statement of Work.

Fees for Professional Services

Unless otherwise expressly stated in the applicable Statement of Work, Professional Services shall be provided on a time and materials ("T&M") basis at Consultant's T&M rates in effect at the time the Professional Services are performed. On a T&M engagement, if an estimated total amount is stated in the applicable Statement of Work, that amount is solely a good faith estimate for Customer's budgeting and Consultant's resource scheduling purposes and not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, Consultant will continue to provide Professional Services on a T&M basis under the same rates and terms.

Incidental Expenses

Customer shall reimburse Consultant for material(s) and reasonable travel, administrative, and out-of-pocket expenses incurred in conjunction with the Professional Services.

Invoicing and Payment

Consultant shall invoice Customer monthly, unless otherwise expressly stated in the applicable Statement of Work. Charges shall be due and payable thirty (30) days from the date of the invoice and shall be deemed overdue if unpaid thereafter. Except for charges being disputed reasonably and in good faith, amounts remaining unpaid after the due date shall be subject to interest at 1.5% per month, or the highest rate allowed by law if lower, from the due date until the amounts are paid. Customer shall issue a purchase order, or alternative document acceptable to Consultant, on or before commencement of Professional Services under the applicable Statement of Work.

Taxes

Charges for Professional Services hereunder do not include any federal, state, local or foreign taxes, duties or levies of any nature ("Taxes"). Any Taxes required to be paid by Consultant as a result of the Professional Services rendered hereunder (other than Taxes based on Consultant's income) shall be billed to and paid by Customer.

3. Contract Property

Contract Property

Consultant hereby grants Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to use for its internal business purposes anything developed by Consultant for Customer

Contract Reference:



under this Agreement ("Contract Property"). Consultant shall retain all ownership rights to the Contract Property.

Relationship to Online Service

The Professional Services provided under this Agreement may be in support of Customer's license, under a separate agreement, to use Consultant's on-demand software service. Such separate agreement shall govern all use by Customer of such on-demand service. Neither this Agreement nor any Statement of Work hereunder grants Customer any license or rights to use such on-demand service. In addition, except for the Professional Services described in Statements of Work hereunder, Customer agrees that its purchase of Professional Services under this Agreement is not contingent upon the delivery of any future functionality or features in Consultant's on-demand software service, nor is it dependent upon any oral or written public comments made by Consultant with respect to future functionality or features.

4. Term and Termination

Term

This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with this Section 4.

Termination for Convenience

A. Customer may terminate this Agreement and/or any Statement of Work hereunder at any time for convenience by providing Consultant five (5) business days prior written notice, except for Statements of Work that are billed in advance or that otherwise expressly do not permit cancellation or termination for convenience. If Customer terminates a Statement of Work for convenience prior to its completion, then (i) Consultant will stop work under the Statement of Work promptly upon notification; and (ii) Customer will be billed for (A) in the case of a T&M Statement of Work, the planned hours under that Statement of Work during such notice period; or (B) in the case of a fixed fee Statement of Work, a prorated amount corresponding to the planned work during such notice period. Because Consultant cannot guarantee continuity of resources should Customer desire to restart work under a Statement of Work after having given notice of termination for convenience thereof, such restarting of work may involve additional billable hours and effort for information transfer, project re-planning, and other reasonable restart activities.

B. Consultant may terminate this Agreement at any time for convenience by providing Customer five (5) business days prior written notice; provided, however, that any Statement of Work outstanding at the time of such a termination by Consultant shall continue to be governed by this Agreement as if it had not been terminated. In addition, Consultant may terminate a Statement of Work for convenience with five (5) business days prior written notice if Customer has not authorized work to begin under such Statement of Work within thirty (30) calendar days of its effective date.

Termination for Material Breach

Either party may terminate this Agreement and/or any Statement of Work hereunder if the other party is in material breach of this Agreement or such Statement of Work and has not cured such breach within thirty (30) days of written notice specifying the breach. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching party has commenced cure during the thirty (30) day period and is pursuing such cure diligently and in good faith.

Failure to Make Payment

Notwithstanding anything in this Section 4 to the contrary, if Customer fails to make payment on any due date, Consultant shall have the right to suspend Professional Services hereunder and, if such failure to make payment has not been cured within thirty (30) days of the due date, upon written notice terminate this Agreement and any or all outstanding Statements of Work hereunder.

Termination for Insolvency

Either party may terminate this Agreement immediately upon written notice if the other party enters into insolvency or bankruptcy proceedings of any sort.

Effect of Termination

Termination of this Agreement and/or any Statement of Work hereunder shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Customer of its obligation to pay all charges and expenses accruing prior to such termination. The parties' rights and obligations under Sections 4, 5 and 6 (to the extent appropriate) shall survive termination of this Agreement and/or any Statement of Work hereunder.

Contract Reference:



5. Indemnity, Warranty, Remedy, Limitation of Liability

Indemnity

A. Each party ("Provider") shall defend, the other party ("Recipient") against any claim that any information, design, specification, instruction, software, data or material furnished by the Provider hereunder ("Material") infringes a copyright or patent or misappropriates a trade secret of a third party, and will indemnify and hold harmless the Recipient from and against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with such a claim, provided that: (a) Recipient notifies Provider in writing within thirty (30) days of the claim; (b) Provider has sole control of the defense and all related settlement negotiations; and (c) Recipient provides Provider with the assistance, information and authority reasonably necessary to perform the above. Provider shall reimburse Recipient for its reasonable out-of-pocket expenses incurred in providing such assistance.

B. Provider shall have no liability for any claim of infringement or misappropriation to the extent that (a) the Material is based on specifications provided by Recipient, or (b) such claim is based upon Recipient's use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material which was provided to Recipient.

C. In the event that some or all of the Material is held or is reasonably believed by Provider to infringe or misappropriate the intellectual property rights of a third party, Provider shall have the option, at its expense, to (a) modify the Material so it no longer infringes or misappropriates; (b) obtain for Recipient a license to continue using the Material; or (c) require return of the affected Material and all rights thereto from Recipient. If Provider is Consultant, then Customer may, upon thirty (30) days prior written notice to Consultant, terminate the relevant Statement of Work, in which case Customer shall be entitled to recover the fees paid for that portion of the Material. If Customer is the Provider and such return materially affects Consultant's ability to meet its obligations under the relevant Statement of Work, then Consultant may, upon thirty (30) days prior written notice to Customer, terminate such Statement of Work, in which case Customer shall pay Consultant for Professional Services rendered through the date of termination on a T&M or percent of completion basis as appropriate.

Warranty and Disclaimers

A. Consultant warrants that the Professional Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards.

B. Customer must report any deficiencies in the Professional Services to Consultant in writing within ninety (90) days of performance of such services in order to receive warranty remedies.

C. This warranty is exclusive and in lieu of all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

Warranty Remedy

For any breach of the warranty in Section 5.2, Customer's exclusive remedy, and Consultant's entire liability, shall be the re-performance of the Professional Services. If Consultant is unable to re-perform the Professional Services as warranted, Customer shall be entitled to recover the fees paid to Consultant for the deficient Professional Services.

Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special, consequential, reliance or cover damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. Neither party's aggregate liability for damages hereunder shall exceed the total amount of fees paid and/or due by Customer under the applicable Statement of Work.

6. General

Cooperation; Delays

A. Each party agrees to cooperate reasonably and in good faith with the other in the performance of the Professional Services and acknowledges that delays may otherwise result. Customer agrees to provide, or provide access to, the following: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from its employees and agents, continuous administrative access to its Squad AI account, coordination



of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

B. Customer is also responsible for the following: (i) assigning a dedicated internal project manager for each Statement of Work to serve as a single point of contact for Consultant; (ii) defining and maintaining its business objectives and requirements that will guide its use of the Squad AI application; (iii) reviewing customizations made to the Squad AI application for conformance with relevant requirements; (iv) training its users generally in the use of the Squad AI application; and (v) administering the Squad AI application generally for its own internal business purposes.

C. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

D. Except where the relevant Statement of Work provides otherwise, scheduling of Consultant's resources must be agreed to no later than ten (10) business days prior to the date work is scheduled to begin. Subsequent scheduling changes requested by Customer may result in additional fees. Delays caused by Customer under a Statement of Work to which Consultant has dedicated resources and begun work will be billed to Customer as follows: (i) offsite planned resources will be billed at 50% of the planned hours during the period of the delay; and (ii) onsite planned resources will be billed at 100% of the planned hours during the period of the delay (maximum of 8 hours per business day). Delays caused by Customer that exceed ten (10) business days shall entitle Consultant to terminate the relevant Statement of Work for cause immediately upon written notice.

7. Confidentiality

"Confidential Information" shall mean all confidential or proprietary information disclosed orally or in writing by one party to the other that is identified as confidential or whose confidential nature is reasonably apparent. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving party; or (e) is required to be disclosed by law. Each party agrees to hold the other's Confidential Information in confidence, and not to use or disclose such Confidential Information other than in connection with performance of obligations hereunder.

8. Acceptance

A. Upon completion of each deliverable under a Statement of Work, Consultant will provide a complete copy thereof to Customer and, upon request, demonstrate to Customer its functionality in conformance with the relevant specifications. Customer is responsible for conducting any additional review or testing of such deliverable pursuant to any applicable acceptance criteria or test suites agreed upon by the parties for such deliverable.

B. If Customer, in its reasonable and good faith judgment, determines that any submitted deliverable does not meet the applicable functional requirements set forth for such deliverable in the relevant Statement of Work, Customer must notify Consultant within ten (10) business days after Consultant's submission of the deliverable to give written notice to Consultant specifying any deficiencies in detail. Consultant shall use commercially reasonable efforts to promptly cure any such deficiencies within twenty (20) business days of such notice and then resubmit the deliverable for further review and acceptance testing in the same manner. Should any deliverable fail to satisfy the applicable functional requirements after the second resubmission of such deliverable to Customer, Customer may (i) again reject the deliverable and return it to Consultant for further cure and resubmission; or (ii) terminate the relevant Statement of Work for cause immediately upon written notice and recover all Professional Services fees paid under the applicable Statement of Work for such deficient deliverable.

Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the Statement of Work are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery and testing of a deliverable, the parties shall cooperate in good faith to appropriately modify such requirements.

C. Customer shall provide Consultant a written acceptance of each deliverable promptly upon acceptance. Failure to reject a deliverable within the applicable acceptance period shall be deemed acceptance of such deliverable.



9. Changes to Scope

Any changes to the scope of work under a Statement of Work shall be made by written change order or amendment to the Statement of Work signed by an authorized representative of each party prior to implementation of such changes.

10. Relationship between the Parties

Consultant is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party shall be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. Each party shall maintain appropriate worker's compensation and general liability insurance for its employees.

11. Governing Law; Venue

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 construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

12. Notice

All notices hereunder shall be in writing and shall be delivered to the other party's project manager or to the first address listed in the applicable Statement of Work (if to Customer) or to Consultant's address on the Statement of Work (if to Consultant). Notice shall be effective upon receipt.

13. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

14. Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

15. Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter thereof. Neither this Agreement nor any Statement of Work hereunder may be modified or amended except in a writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions that may be attached to Customer's purchase order, whenever received by Consultant, shall be null and void and superseded in full by the terms of this Agreement and the applicable Statement of Work.

16. Subcontractors

Consultant may, in its reasonable discretion, use third party contractors inside or outside the United States to perform any of its obligations hereunder.



17. Signatures

The Effective Date of this Agreement shall be the later of the two signatures below.

IN WITNESS WHEREOF, the parties have caused this Professional Services Agreement to be executed by their duly authorized representatives as identified below.

Customer Client-Legal-Name

Consultant: Squad AI Ltd.

Authorising Signature	
Name	
Address	
Title	
Date	

Authorising Signature	
Name	
Address	Brunel House 11 The Promenade, Clifton, Bristol, United Kingdom, BS8 3NG
Title	
Date	

Contract Reference:



Schedule 1: Order Form

Address Information

Bill To:	Ship To:

Terms and Conditions

Related Contract:	Payment Method:
Billing Frequency:	Billing Terms:
	Billing Method:

Products

Product	Order Start Date	Order End Date	Order Term (Months)	Monthly Unit Price	Quantity	Total Price

Prices shown above do not include any taxes that may be applicable. Any such taxes are the responsibility of the Customer. This is not an invoice.

Contract Special Terms

Purchase Order Information (Customer to complete)

Is a Purchase Order required? () NO
 () YES

If YES then

Purchase Order Number:

Purchase Order Amount:

Contract Reference:



Upon signature by Customer and submission to Squad AI this Order Form shall become legally binding and governed by the Master Subscription Agreement between Squad AI and Customer unless this Order Form is rejected by Squad AI. Squad AI may reject this Order form if (1) the signatory does not have the authority to bind the Customer to this Order Form; (2) changes have been made to this Order Form (other than completion of the Purchase Order block and Signature block); (3) the requested Order Form information or signature is incomplete. Subscriptions are non-cancellable before the order end date.

Customer Name:

Squad AI, Inc

Signature	Signature
Name	Name
Title	Title
Date	Date

Contract Reference:



Schedule 2: Statement of Work

- Project-ID
 - Client-Legal-Name
-

Squad AI Ltd
Brunel House 11 The Promenade, Clifton, Bristol, United Kingdom, BS8 3NG

Contract Reference:



Customer Name **Client-Legal-Name**

Customer Address Client-Address

This Statement of Work ("**SOW**") describes a set of Professional Services to be provided by Squad AI, inc. ("**Consultant**") to **Client-Legal-Name** ("**Customer**") and shall be governed by the terms and conditions of Professional Services Agreement executed by and between the parties on [redacted] ("**Agreement**"). Capitalized terms herein will have the meanings identified in the Agreement unless otherwise defined in this SOW.

- **Scope**

Subject to the terms of this SOW and the remainder of the Agreement, Consultant will provide the consulting services set forth below ("**Professional Services**"). The term "**Application**" is used to refer to the Squad AI on-demand software service.

- First Scope Section
- Second Scope Section

- **Approach**

The Professional Services provided pursuant to this SOW will be performed in the following stages pursuant to the methodology below.

- First Approach Section
- Second Approach Section

- **Customer Obligations and Assumptions**

General

Timely and successful performance of the Professional Services pursuant to this SOW requires ongoing collaboration between Consultant and Customer. Customer is responsible for certain key tasks, deliverables, and timely reviews of Consultant work to maintain the estimated schedule and estimated Professional Services fees.

Customer shall procure, install, host, test, deploy, monitor, and maintain all associated hardware, third party software, and copyrighted materials, including patches or upgrades required to enable provision of the Professional Services.

Customer will make available appropriately skilled and knowledgeable Customer resources, including the following resources, to provide active and continuous participation, including timely review, feedback and approvals:

Executive sponsor

Project manager

Functional lead and business subject matter experts

Customer will define and maintain the list of the business objectives and requirements that will guide the provision of the Professional Services.

Customer will coordinate on-site, web, or conference call schedules for meetings to be held during the term of this SOW.

Customer is responsible for its use of the deliverables resulting from the Professional Services, including compliance with all applicable laws and license requirements related to the use and/or distribution of such deliverables (e.g. inclusion of any terms, such as privacy policies, conformance to any third party terms (operating system terms, etc.)).

Customer will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable Consultant to perform the Professional Services.

Customer will identify Consultant personnel as system administrators or users of Customer's Application instances as reasonably necessary for the provision of Professional Services.

Customer will be responsible for executing on overall program management responsibilities.

- **Schedule and Estimated Professional Services Fees**
- **Estimated Schedule**

[**INSTRUCTIONS:** Short-term engagements may not have a schedule, remove the last sentence if not required]

Subject to the terms herein, Consultant estimates the timeline for the performance of Professional Services pursuant to this SOW to be **number (n)** weeks from the start date. Professional Services shall begin on a date to be mutually agreed upon in writing (email acceptable) after this SOW and the

Contract Reference:



Agreement, if applicable, are both fully executed and the Purchase Order, if applicable, is received. Professional Services shall begin no sooner than two weeks after such requirements are met. A preliminary schedule is set forth in Appendix 2 attached hereto, however a more detailed project timeline will be produced as part of this SOW.

- **Rates and Estimated Professional Services Fees.**

[INSTRUCTIONS: Use either T&M or Fixed Bid Language, update accordingly, and delete the other one. For T&M projects use EITHER the highlighted blended rate text or the rate card text with rate card table]

[INSTRUCTIONS: Time and Materials text blocks]

Subject to the terms herein, the Professional Services described in this SOW are bid on a time and materials basis in accordance with the hourly rates set forth in Appendix 2, attached hereto. Estimated Professional Services fees pursuant to this SOW are £_____, and are further detailed in Appendix 2 attached hereto.

[INSTRUCTIONS: Remove the following if the project is at a blended rate, or if you are putting the rate card in the Appendix. If the rate card is in the Appendix, copy and paste the below language above the table, in the Appendix]

The following table defines the rate structure for this SOW and the associated estimated fees by resource type to perform the Professional Services described in this SOW during the estimated timeline.

[INSTRUCTIONS: Copy and paste (as Image) the Resource Summary table.

<Insert Table Here>

[INSTRUCTIONS: Fixed Bid text blocks]

Subject to the terms herein, the Professional Services described in this SOW are bid on a fixed fee basis. Professional Services fees pursuant to this SOW are £_____. This is based on a number (n) week project plan and the scope defined in this SOW. Any changes the scope or impact to the project plan by Customer will result in a Change Order and additional fees.

[INSTRUCTIONS: This paragraph is for BOTH Time and Materials and Fixed Bid projects. Review and updated as needed.]

If the mutually agreed upon Professional Services start date is rescheduled at Customer's request, Consultant reserves the right to charge a rescheduling fee equal to 10% of the estimated total Professional Services fee under this SOW. Consultant reserves the right to bill a full day of Professional Services (8 hours) for each day on which on-site Professional Services are to be performed. Customer is responsible for the amount of time it takes Consultant resource(s) consultant(s) performing Professional Services hereunder to travel to/from Customer's site, which shall be billed at a rate of £_____/hour.

- **Invoices**

All Professional Services fees, as well as actual and reasonable expenses and taxes, if applicable, associated with the Professional Services will be invoiced monthly and shall be due and payable in accordance with the terms of the Agreement.

- **Travel Expenses**

Travel expenses and reasonable travel out-of-pocket expenses, including but not limited to transportation, mileage if driving, hotels, meals if traveling, hotel phone and Internet charges, and any necessary copies or postage, are not included in the fees set forth in this SOW and will be invoiced separately.

Customer understands that the Services may be performed by a resource from a remote location. In such event, Customer agrees to be responsible for such resource's travel expenses to Customer's site

- **General Terms.**

Precedence.

This SOW and any appendices hereto shall be governed by the terms of Agreement. In the event of a conflict between any term of this SOW and the Agreement, the terms of this SOW will control.

Customer Location.

The primary customer site at which Professional Services will be performed is as indicated below. Professional Services may be performed at the primary site and other sites.

Street	
--------	--

Contract Reference:



City, Postcode	
Country	

Segmentation.

Customer acknowledges that Consultant bid Professional Services acquired pursuant to this SOW separately from any subscriptions or licenses for Squad AI online services owned or distributed by Consultant. Customer understands that it has the right to acquire such subscriptions/licenses without acquiring Professional Services, and that Customer is acquiring such subscriptions/licenses and Professional Services separately.

- **Change Order.**

In order to make a change to the Description of Professional Services in this SOW, Customer must submit a written request to Consultant specifying the proposed changes in detail. Consultant shall submit to Customer an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services. Upon mutual agreement of the parties, the parties each shall execute an amendment representing the changes to this SOW ("Change Order"). Consultant shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore.

- **Acceptance**

A. Upon completion of each deliverable under this SOW, Consultant will provide a complete copy thereof to Customer and, upon request, demonstrate to Customer its functionality in conformance with the relevant specifications. Customer is responsible for conducting any additional review or testing of such deliverable pursuant to any applicable acceptance criteria or test suites agreed upon by the parties for such deliverable.

B. If Customer, in its reasonable and good faith judgment, determines that any submitted deliverable does not meet the applicable functional requirements set forth for such deliverable in this SOW, Customer must notify Consultant within ten (10) business days after Consultant's submission of the deliverable to give written notice to Consultant specifying any deficiencies in detail. Consultant shall use commercially reasonable efforts to promptly cure any such deficiencies within twenty (20) business days of such notice and then resubmit the deliverable for further review and acceptance testing in the same manner. Should any deliverable fail to satisfy the applicable functional requirements after the second resubmission of such deliverable to Customer, Customer may (i) again reject the deliverable and return it to Consultant for further cure and resubmission; or (ii) terminate this SOW for cause immediately upon written notice and recover all Professional Services fees paid under this SOW for such deficient deliverable. Notwithstanding the foregoing, in the event the applicable functional requirements as stated in this SOW are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery and testing of a deliverable, the parties shall cooperate in good faith to appropriately modify such requirements.

C. Customer shall provide Consultant a written acceptance of each deliverable promptly upon acceptance. Failure to reject a deliverable within the applicable acceptance period shall be deemed acceptance of such deliverable.

- **Termination for Convenience**

A. Customer may terminate this SOW at any time for convenience by providing Consultant five (5) business days prior written notice, except if this SOW is billed in advance or otherwise expressly does not permit cancellation or termination for convenience. If Customer terminates this SOW for convenience prior to its completion, then (i) Consultant will stop work under this SOW promptly upon notification; and (ii) Customer will be billed for (A) if this is a T&M SOW, the planned hours under this SOW during such notice period; or (B) if this is a fixed fee SOW, a prorated amount corresponding to the planned work during such notice period. Because Consultant cannot guarantee continuity of resources should Customer desire to restart work under this SOW after having given notice of termination for convenience thereof, such restarting of work may involve additional billable hours and effort for information transfer, project re-planning, and other reasonable restart activities.

Contract Reference:



B. Consultant may terminate this SOW for convenience with five (5) business days prior written notice if Customer has not authorized work to begin under this SOW within thirty (30) calendar days of its effective date

• **Cooperation; Delays**

A. Each party agrees to cooperate reasonably and in good faith with the other in the performance of the Professional Services and acknowledges that delays may otherwise result. Customer agrees to provide, or provide access to, the following: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from its employees and agents, continuous administrative access to its Squad AI account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

B. Customer is also responsible for the following: (i) assigning a dedicated internal project manager for each SOW to serve as a single point of contact for Consultant; (ii) defining and maintaining its business objectives and requirements that will guide its use of the Squad AI application; (iii) reviewing customizations made to the Squad AI application for conformance with relevant requirements; (iv) training its users generally in the use of the Squad AI application; and (v) administering the Squad AI application generally for its own internal business purposes.

C. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this SOW. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

D. Scheduling changes requested by Customer may result in additional fees. Delays caused by Customer under an SOW to which Consultant has dedicated resources and begun work will be billed to Customer as follows: (i) offsite planned resources will be billed at 50% of the planned hours during the period of the delay; and (ii) onsite planned resources will be billed at 100% of the planned hours during the period of the delay (maximum of 8 hours per business day). Delays caused by Customer that exceed ten (10) business days shall entitle Consultant to terminate this SOW for cause immediately upon written notice.

• **Payment Obligation.**

Is a Purchase Order (PO) required for the purchase or payment of the products on this SOW?

Please Select: **(Customer to Complete)**

☐	No
☐	Yes. Please complete the following:

PO Number: _____

PO Amount: _____

Please indicate tax status by checking one of the following:

☐	(1) Exempt (Attach Tax Exemption Form)
☐	(2) Non-exempt

• **Effective Date and Expiration.**

The terms of this SOW expire on **<Put expiration date here, should be 30 days after presentation, not the last day of the month>**, unless executed by both parties on or prior to that date. The Effective Date of this SOW shall be the later date of execution by the two parties.

Contract Reference:



- **Signatures.**

This Statement of Work may be signed in counterparts, each of which shall be deemed an original. IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed by their duly authorized representatives as identified below.

Customer: **Client-Legal-Name**

Authorizing Signature	
Name	
Title	
Date	

Consultant: Squad AI, Inc.

Authorizing Signature	
Name	
Title	
Date	

Project Contacts -
Consultant Project Manager

Name			
Address			
Telephone		Fax	
Email			

REQUIRED: Customer Contracts Administrator (Completed Contracts will be returned to this individual.)

Name			
Address			
Telephone		Fax	
Email			

REQUIRED: Customer Accounts Payable Contact (Invoices will be sent to this individual.)

Name			
Address			
Telephone		Fax	
Email			

- Appendix 1: Deliverables
 - Appendix 2: Estimated Professional Services Hours and Fees
- Professional Services Summary

Contract Reference:



<**INSTRUCTIONS:** Insert feature estimate summary here as a picture (layout In Front of Text, adjust fixed cell height as necessary). This is from the Summary tab and there are several options: full detail and summary and with and without cost (the later being required for rate card projects).>

Proposed Work Plan

<**INSTRUCTIONS:** Insert work plan here as a picture (layout In Front of Text, adjust fixed cell height as necessary) from the Time Based Display tab with blank rows and columns hidden. >

Contract Reference: