

Advanced Artificial Intelligence & Machine Learning Services

G-CLOUD 15 TERMS & CONDITIONS

Status: Definitive

Security: Commercial - In Confidence

Version: 1.0

INTRINSICAI PURCHASE ORDER

Date: [Date]

Provider: Intrinsic Ai Ltd ("IntrinsicAi")

Customer: [Customer Name]

Agreement Structure: This Agreement comprises the Order Form/Purchase Order, the Schedule (Statement of Work), and these Terms of Service. No terms or conditions contained in the Customer's purchase order or other documentation will form part of this Agreement unless expressly agreed in writing.

SCHEDULE OF WORKS

The Schedule outlines the specific scope of the engagement, including:

- **Initial Term:** The start date and end date of the initial term.
- **Fees Payable:** detailed breakdown of costs (e.g., fixed price, time and materials, or license fees).
- **The Services:** A description of professional services, implementation, or ongoing support required.
- **The Software/Deliverables:** A description of the Cloud Software or AI solutions being purchased or developed.
- **Key Assumptions:** Prerequisites and dependencies required for delivery.

(Note: The specific details above will be populated in the relevant Purchase Order or Statement of Work for each engagement.)

TERMS OF SERVICE

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

- **Agreement:** Means the Purchase Order, the Schedule (Statement of Work), and these Terms of Service.
- **IntrinsicAi:** Means Intrinsic Ai Ltd, registered in Northern Ireland, with a registered address C/O A&L Goodbody LLP, 42-46 Fountain Street, Belfast BT1 5EF.
- **IntrinsicAi Materials:** Means pre-existing methodologies, frameworks, tools, code libraries, or software owned by IntrinsicAi prior to this Agreement.
- **Customer Content:** Means all data, information, and code provided by the Customer for the purpose of using the Services.
- **Deliverables:** Means the specific outputs, software, or reports defined in the Schedule.
- **Intellectual Property Rights (IPR):** Means all copyright, trademarks, database rights, know-how, and other intellectual property rights.
- **Services:** Means the cloud software, professional services, or consultancy provided by IntrinsicAi as described in the Schedule.

2. TERM

2.1. This Agreement shall commence on the Start Date specified in the Schedule/Purchase Order and continue for the Initial Term.

2.2. Unless terminated earlier in accordance with Clause 9, or unless the Schedule states otherwise, the term may be renewed by mutual written agreement.

3. APPOINTMENT AND LICENSE

3.1. **IntrinsicAi Materials:** IntrinsicAi grants to the Customer a non-exclusive, non-transferable, royalty-free license to use IntrinsicAi Materials solely as integrated within the Deliverables for the Customer's internal business purposes.

3.2. **Customer Grant:** The Customer grants to IntrinsicAi a non-exclusive license to use the Customer Content solely for the purpose of fulfilling its obligations under this Agreement.

3.3. **Restrictions:** The Customer shall not (except as permitted by law or expressly agreed):

- Attempt to copy, modify, duplicate, or create derivative works from the proprietary software provided
- Attempt to reverse engineer, disassemble, or decompile the software
- Resell the Services or use the Services to provide bureau services to third parties.

4. INTRINSICAI OBLIGATIONS

4.1. **Standard of Care:** IntrinsicAI warrants that the Services will be performed with reasonable skill and care in accordance with industry standards.

4.2. **Security:** IntrinsicAI shall maintain appropriate technical and organizational measures to ensure the security, integrity, and confidentiality of Customer data.

5. CUSTOMER OBLIGATIONS

5.1. **Co-operation:** The Customer shall provide IntrinsicAI with reasonable access to personnel, systems, and documentation as required to deliver the Services.

5.2. **Accounts:** The Customer is responsible for maintaining the confidentiality of secure passwords/username used to access the Services.

5.3. **Acceptable Use:** The Customer ensures that users will not store or transmit material that is unlawful, harmful, threatening, or facilitates illegal activity.

5.4. **Delays:** IntrinsicAI shall not be responsible for delays caused by the Customer's failure to provide timely feedback, access, or approvals.

6. CHARGES AND PAYMENT

6.1. **Invoicing:** Unless specified otherwise in the Schedule, IntrinsicAI shall issue invoices monthly or upon completion of agreed milestones.

6.2. **Payment Terms:** All invoices are payable within thirty (30) days of the invoice date.

6.3. **Taxes:** Fees are exclusive of VAT, which shall be charged at the prevailing rate.

6.4. **Late Payment:** Without limiting other rights, IntrinsicAI reserves the right to suspend Services if payment is not received in accordance with agreed terms. Interest may be applied to past due amounts at a rate of 2.5% per month.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Foreground IP: Unless otherwise stated in the Schedule, all Intellectual Property Rights specifically developed for the Customer under this Agreement (excluding IntrinsicAi Materials) shall vest in the Customer upon full payment of all fees due.

7.2. Background IP: IntrinsicAi retains all ownership and rights to IntrinsicAi Materials and background IP.

8. LIMITATION OF LIABILITY

8.1. Cap: The total aggregate liability of IntrinsicAi arising under or in connection with this Agreement shall not exceed £1,000,000 (one million pounds sterling).

8.2. Exclusions: Neither party shall be liable for any indirect, special, or consequential loss, including loss of profit, business opportunity, goodwill, or anticipated savings.

8.3. Uncapped Liability: Nothing in this Agreement excludes liability for death, personal injury caused by negligence, or fraud.

8.4. Indemnity: Each party shall indemnify the other against claims that the use of their respective IP infringes the rights of a third party, provided the indemnified party gives prompt notice and cooperation.

9. TERMINATION

9.1. Notice: Either party may terminate this Agreement for convenience by giving thirty (30) days' written notice.

9.2. Material Breach: Either party may terminate immediately if the other commits a material breach and fails to remedy it within fourteen (14) days of receipt of notice.

9.3. Effect of Termination: Upon termination, all licenses granted by IntrinsicAi (unless fully paid and vested) shall terminate, and all outstanding fees for work completed shall become immediately payable.

10. CONFIDENTIALITY

10.1. Both parties agree to keep all confidential information strictly confidential and shall not disclose it to any third party without prior written consent, except as required by law or to fulfill obligations under this Agreement.

10.2. This obligation shall survive the termination of this Agreement.

11. DATA PROTECTION

11.1. **Roles:** The Customer acts as Data Controller and IntrinsicAi acts as Data Processor.

11.2. **Compliance:** Both parties shall comply with the UK GDPR and Data Protection Act 2018.

11.3. **Processing:** IntrinsicAi shall process personal data only for the purpose of delivering the Services and strictly in accordance with the Customer's instructions.

11.4. **Sub-processors:** The Customer consents to IntrinsicAi using sub-processors to deliver the Services, provided such sub-processors are subject to equivalent data protection obligations.

12. GENERAL

12.1. **Force Majeure:** Neither party shall be liable for delay or failure in performing obligations caused by events beyond reasonable control. If such delay exceeds sixty (60) days, either party may terminate the Agreement.

12.2. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland. The parties submit to the exclusive jurisdiction of the Northern Irish courts.

12.3. **Freedom of Information:** IntrinsicAi acknowledges that the Customer may be subject to the FOI Act 2000 and agrees to provide reasonable assistance to enable compliance.

12.4. **Audit:** IntrinsicAi shall maintain records relating to the Services for seven (7) years and make them available for audit upon reasonable notice.

ANNEX A: DATA PROCESSING SCHEDULE

- **Subject Matter:** The processing of data required to provide the AI/Cloud Services.
- **Duration:** For the duration of the Agreement.
- **Nature and Purpose:** Storage, analysis, and computation of data to deliver the requested software outputs or reports.
- **Data Subjects:** Employees, customers, or end-users of the Customer as defined in the provided data.
- **Security Measures:** IntrinsicAi implements industry-standard encryption, access controls, and regular security reviews to protect Personal Data.