



TRIDENT INTELLIGENT SOLUTIONS

Terms of Business

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TRIDENT INTELLIGENT SOLUTIONS LIMITED

Regus Atterbury Lakes Fairbourne Drive, Atterbury, Milton Keynes, Buckinghamshire, England, MK10 9RG

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TRIDENT INTELLIGENT SOLUTIONS LTD – TERMS OF BUSINESS

Registered Company Number: 14543924

1. DEFINITIONS

1.1 In these Terms, unless the context otherwise requires, the following words shall have the following meanings:

- “Seller” means Trident Intelligent Solutions Ltd.
- “Buyer” means the entity or individual purchasing Services from the Seller.
- “Services” means any data science, machine learning, AI, analytics, or related services provided by the Seller to the Buyer pursuant to these Terms.
- “Contract” means the legally binding agreement formed between the Seller and the Buyer for Services provided under these Terms.
- “Confidential Information” means any proprietary or sensitive information, including technical data, datasets, AI models, algorithms, research, software, commercial information, business processes, or any other information disclosed by the Seller to the Buyer that is marked or identified as confidential or which a reasonable person would understand to be confidential.
- “Intellectual Property” means all patents, copyrights, database rights, trade secrets, trade marks, design rights, and any other intellectual property rights arising in any jurisdiction, whether registered or unregistered, owned or developed by the Seller, including any pre-existing or newly created work under the Contract.
- “Order” means a written or electronic purchase order submitted by the Buyer detailing the Services it wishes to procure.
- “Party” means a party to the Contract.

- “Terms” means these terms and conditions of sale.

1.2 Clause headings are for convenience only and do not affect interpretation. References to clauses are to clauses in these Terms. Singular includes plural and vice versa; gender includes all genders.

1.3 References to statutes or statutory provisions include amendments or replacements from time to time.

2. ORDERS AND CONTRACT FORMATION

2.1 The Seller shall provide Services to the Buyer in accordance with any written quotation issued by the Seller and accepted by the Buyer, or any written order issued by the Buyer and accepted by the Seller, subject to these Terms. These Terms govern the Contract to the exclusion of any other terms.

2.2 Any quotation issued by the Seller is an invitation to treat only; a Contract is formed only upon the Seller’s written acknowledgement of the Buyer’s Order.

2.3 Any variation or addition to these Terms must be in writing, reference these Terms explicitly, and be signed by authorised representatives of both Parties.

2.4 The Buyer must ensure that the contents of any Order and any applicable specification are complete and accurate. The Seller is not liable for inaccuracies or omissions provided by the Buyer.

2.5 The quantity, quality, description, and specifications of Services shall be as set out in the Seller’s quotation or acknowledgement of Order.

2.6 The Seller reserves the right to make changes in the specifications of Services to comply with legal requirements or to correct errors that do not materially affect performance.

2.7 All descriptive material, drawings, illustrations, technical data, and similar information issued by the Seller are for guidance only and do not form part of the Contract.

2.8 Any cancellation, postponement, or variation of an Order requires the Seller’s written consent, and the Buyer shall indemnify the Seller for all costs incurred as a result.

3. DELIVERY OF SERVICES

3.1 Services shall be delivered in accordance with the agreed schedule in the Order or as otherwise agreed in writing by the Parties.



3.2 Delivery dates are estimates only. Time shall not be of the essence unless expressly agreed in writing.

3.3 Where Services are delivered in instalments, each instalment shall be treated as a separate Contract.

4. DATA PRIVACY AND SECURITY

4.1 The Seller shall implement reasonable technical and organisational measures to protect Buyer Data against unauthorised access, disclosure, or destruction.

4.2 The Seller shall comply with applicable data protection laws, including the UK Data Protection Act 2018 and GDPR where relevant.

4.3 Upon termination of the Contract, the Seller shall, at the Buyer's instruction, return or securely delete Buyer Data unless retention is required by law.

5. INTELLECTUAL PROPERTY AND TRAINING DATA

5.1.1 The Seller retains all rights, title, and interest in all pre-existing intellectual property, including but not limited to AI models, algorithms, software, code libraries, methodologies, and tools ("Background IP") used or incorporated in providing the Services.

5.1.2 Any intellectual property created specifically for the Buyer in the course of providing the Services, including custom configurations, workflows, reports, dashboards, or solution components ("Foreground IP"), shall belong to the Buyer upon full payment of all applicable fees.

5.1.3 The Seller grants the Buyer a non-exclusive, non-transferable licence to use the Background IP as embedded within or necessary to use the Foreground IP for the Buyer's internal business purposes only.

5.1.4 Nothing in this Agreement transfers ownership of the Seller's Background IP to the Buyer.

5.2 Client Data and Use

5.2.1 The Client retains full ownership and control of all data provided to the Supplier, including any operational, maintenance, asset, personnel, or organisational data ("Client Data").

5.2.2 The Supplier shall use Client Data solely for the purpose of delivering the Services under this Contract. The Supplier shall not use Client Data, whether identifiable, anonymised, aggregated, or otherwise for any of the following purposes:

- training, fine-tuning, or improving general-purpose, commercial, or proprietary AI models;
- developing products or services for other clients;
- analytics unrelated to delivering the Services;
- benchmarking or external reporting.

5.2.3 No Data Reuse For the avoidance of doubt, Client Data will not be incorporated into any datasets used by the Supplier to improve its general AI models, tools, or methodologies, irrespective of anonymisation.

5.2.4 The Supplier shall comply with the UK GDPR, the Data Protection Act 2018, and all applicable data protection legislation. The Supplier shall process all Client Data in accordance with UK data protection standards and maintain appropriate technical and organisational measures to ensure data security.

5.2.5 The Client acknowledges that nothing in this clause grants it any rights over the Supplier's Background IP, including any pre-existing AI models or software used in delivering the Services.

5.3 Insurance

5.3.1 The Seller shall maintain, at its own expense, the following insurance coverage throughout the duration of the Contract and for a period of 12 months following completion or termination:

- Employers' Liability Insurance: minimum £10,000,000 per claim
- Public Liability Insurance: minimum £5,000,000 per claim
- Professional Indemnity Insurance: minimum £2,000,000 per claim and in the aggregate
- Product Liability Insurance: minimum £5,000,000 per claim

5.3.2 The Seller shall, upon request, provide the Buyer with copies of insurance certificates or other evidence of the insurance coverage required under this clause.

5.3.3 The Seller shall notify the Buyer immediately if any of the required insurance policies are cancelled, lapse, or are materially altered in a manner that would reduce coverage below the specified minimums.

6. PRICE AND PAYMENT

6.1 The price of Services shall be as quoted by the Seller or, where no quotation exists, as per the Seller's current price list at the time of acceptance of the Order.



6.2 The Seller may adjust the price to reflect changes in costs beyond its control, changes requested by the Buyer, or delays caused by the Buyer.

6.3 Unless otherwise agreed, all prices are exclusive of VAT and any other applicable taxes.

6.4 Where the Seller delivers Services off-site, the Buyer shall pay any agreed costs for travel, accommodation, and related expenses.

7. PAYMENT

7.1 The Seller may invoice the Buyer on or after delivery of Services or upon readiness to deliver if the Buyer fails to take delivery.

7.2 Payment is due within 30 days of the invoice date. Time is of the essence.

7.3 If the Buyer fails to pay on time, the Seller may:

- (a) suspend further Services;
- (b) appropriate any payments to outstanding invoices; and
- (c) charge interest at 4% per annum above Lloyds Bank plc base rate, accruing daily from the due date.

7.4 The Seller may demand full payment prior to delivery at its discretion.

7.5 All outstanding sums become due immediately upon termination of the Contract.

8. WARRANTIES

8.1 Performance and Results Disclaimer

8.1.1 The Seller makes no warranty or guarantee regarding the accuracy, reliability, or performance of AI models or Services.

8.1.2 Outputs are inherently probabilistic and may contain errors, biases, or inaccuracies. The Buyer acknowledges that the use of outputs is at its own risk.

8.1.3 The Seller is not responsible for any decisions, actions, or business outcomes resulting from the Buyer's use of outputs.

8.2 Services must be inspected promptly by the Buyer upon delivery. Any claims must be made in writing within 14 days of delivery, or within 7 days for latent defects.

8.3 The Seller shall have the right to inspect any claimed defective Services or outputs prior to remedy.



8.4 The sole remedy for defective Services shall be, at the Seller's discretion, repair, replacement, or correction of the defective output.

9. LIMITATION OF LIABILITY

9.1 Subject to clause 9.4, the Seller's total liability under the Contract shall not exceed the fees paid by the Buyer for the Services.

9.2 The Seller shall not be liable for indirect, special, or consequential losses, including loss of profit, business, revenue, or reputation.

9.3 Nothing in the Contract limits liability for death, personal injury, or fraud.

9.4 The provisions of this clause survive termination or expiry of the Contract.

10. INDEMNITY

10.1 The Buyer shall indemnify the Seller against all claims, damages, penalties, costs, or expenses arising from:

- (a) misuse of deliverables;
- (b) infringement of third-party IP or rights; or
- (c) violation of applicable laws by the Buyer.

11. CONFIDENTIALITY

11.1 The Buyer shall maintain all Confidential Information in strict confidence and restrict disclosure to employees with a need to know.

11.2 The Buyer shall not use Confidential Information for any purpose other than to implement the Contract.

11.3 The Seller may engage subcontractors provided they are bound by equivalent confidentiality and data security obligations.

12. TERMINATION

12.1 Either Party may terminate for convenience by providing 30 days' written notice.

12.2 The Seller may terminate immediately if the Buyer:

- (a) commits a material breach;
- (b) enters into insolvency, winding-up, or administration; or
- (c) ceases or threatens to cease business operations.



12.3 Upon termination, the Buyer must cease using deliverables and return or delete all materials as directed by the Seller. Fees for Services delivered remain payable.

13. FORCE MAJEURE

13.1 The Seller shall not be liable for delays or failure to perform due to events beyond its reasonable control, including acts of God, natural disasters, war, industrial disputes, or cyber incidents.

14. NOTICES

14.1 Notices are deemed served when delivered by hand, upon receipt of a fax/email confirmation, or five days after posting to the Party's registered address.

15. GENERAL

15.1 Neither Party may assign the Contract without written consent, except the Seller may subcontract its obligations.

15.2 No waiver of any breach constitutes a waiver of subsequent breaches.

15.3 Nothing in the Contract creates a partnership or joint venture.

15.4 If any provision is invalid, the remainder remains in effect.

15.5 No third party has rights under the Contracts (Rights of Third Parties) Act 1999.

15.6 These Terms constitute the entire agreement and supersede prior agreements.

15.7 The Buyer has no remedy for pre-contract representations except for fraud.

15.8 Non-Solicitation: The Buyer shall not, without the Seller's prior written consent, directly or indirectly solicit, employ, or engage any employee or contractor of the Seller involved in providing the Services for a period of 12 months following completion or termination of the Contract.

16. GOVERNING LAW

16.1 This Contract is governed by the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the English courts.