

Starlight Labs Terms and Conditions

These Starlight Labs Terms and Conditions (“**Terms and Conditions**”) are between Starlight Labs, Inc. Ltd, a company registered in England and Wales, with company number 15507730 and registered address 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ (“**Starlight**”) and the customer listed on the Order Form (“**Customer**”), and are effective as of the effective date stated on the first Order Form (the “**Effective Date**”) or the date Customer or an Authorised User first starts using the Services, whichever is earlier. Starlight and Customer are each a “**party**” and together the “**parties**”.

1. Definitions

1.1 The following terms (and their grammatical variants provided the initial letter is capitalised), when used in these Terms and Conditions or an Order Form will have the following meanings:

“**Affiliates**” an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition.

“**Platform**” Starlight’s solution is an AI-native intelligent orchestration layer

“**AI Features**” means any technology that relies on deep learning, machine learning, automated decision-making, or artificial intelligence, including any and all software or systems that make use of or employ neural networks, statistical learning algorithms (like linear and logistic regressions, support vector machines, random forests, k-means clustering), transformers, large language models, trained models, or reinforcement learning.

“**Authorised Users**” employees and other personnel of Customer who have created an account with Starlight to use the Platform and who are identified and named as users of the Platform on their respective accounts. The number of Authorised Users (if capped) is agreed in the relevant Order Form.

“**Background IP**” any Intellectual Property used by Starlight with its customers generally, including all Intellectual Property created, developed or conceived by or on behalf of Starlight: (a) prior to the Effective Date; or (b) independently of any Order Form.

“**Commercially Reasonable Efforts**” with respect to activities of a party, those efforts and resources typically used by that party to achieve or fulfil a similar objective or obligation that was in its own interest in similar circumstances but in any event no less than the effort and resource that would be used by a similar company acting reasonably in such circumstances, provided, however, that the party will not be required to sacrifice its commercial interests in order to achieve or fulfil such objective.

“**Confidential Information**” any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, “Confidential Information” will not include any information which: (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by receiving party without use of or reference to the disclosing party’s Confidential Information.

“**Contract Year**” each successive 12-calendar-month period commencing on the Effective Date or an anniversary thereof.

“**Control**” beneficial ownership of fifty percent (50%) or more of the voting power or equity in an entity or under English law, the legal power to direct or cause the direction of the general management, of the company, partnership or other legal entity.

“**Customer Data**” means (i) any data, information, content, or material that the Customer (including its Authorised Users) uploads, submits, stores in, or transmits through the Platform, including Prompts, and (ii) Output. This

includes personal data, files, text, images, documents, and any other information that is processed by the Platform on the Customer’s behalf.

“**Data Protection Laws**” all applicable legislation relating to data protection and privacy.

“**Documentation**” the documentation for the Services produced by Starlight and delivered or made available by Starlight to Customer.

“**Initial Service Term**” the initial service term stated on the Order Form.

“**Intellectual Property**” all patents, rights to inventions, copyright and related rights, moral rights, database rights, trademarks and tradenames, rights to goodwill and to sue for passing off, rights in designs, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications (and rights to apply) for, and renewals and extensions of and rights to claim priority from such rights and all similar or equivalent rights and forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Liabe**” and “**Liability**” any liability arising under, out of or in connection with these Terms and Conditions and any Order Form, whether or not foreseeable or in the contemplation of the parties at any time, in or under contract, tort (including negligence), breach of statutory duty, misrepresentation, indemnity, restitution or otherwise.

“**Losses**” any losses, damages, Liabilities, costs, charges, and expenses, including reasonable legal fees and/or penalties.

“**Order Form**” a work order form, quote or other similar digital document or web-based process entered into by each of the parties (or its Affiliate) that references these Terms and Conditions and sets forth the specific subscription length for the Services, pricing thereof and other commercial terms and is executed by both parties.

“**Output**” any and all content, decisions, recommendations, interactions, actions and transactions generated or executed by the Platform in response to a Prompt.

“**Permitted Purpose**” means the specific and limited use of the Platform by Customer and Authorised Users for their internal business operations and any other purposes expressly set out in the relevant Order Form.

“**Personal Data**” has the meaning given to it in Data Protection Laws.

“**Professional Services**” implementation, installation, configuration, customisation, onboarding assistance, support, integration with third-party or Customer services or other professional services expressly identified on an Order Form.

“**Professional Services Fees**” fees for Professional Services (if any) set out in the relevant Order Form.

“**Prompt**” text commands or other instructions, queries or textual cues given by an Authorised User to the Platform and includes User Personalisation Data.

“**Services**” the provision of the Platform and Professional Services.

“**System Data**” anonymised or aggregated Customer Data and other data collected by Starlight regarding the Services and the use of the Services by Customer and Authorised Users.

“**Term**” the Initial Service Term and any subsequent renewal term.

“**User Personalisation Data**” any data that is provided to the Platform by an Authorised User for the purpose of personalising, prompting, fine-tuning or customizing the Services to a specific need or use-case.

2. Platform

2.1 Subject to these Terms and Conditions, Starlight will make the Platform available to Customer pursuant to these Terms and Conditions and the applicable Order Form, and hereby grants Customer a non-exclusive, non-sublicensable (except for Clause 2.5), non-transferable, right during the Term to permit the number of Authorised Users specified in the relevant Order Form (or an unlimited number if no cap is stated) to access and use the Platform for the Permitted Purpose.

2.2 If the Order Form states that the number of Authorised Users is capped, Customer may purchase logins for additional Authorised Users by email agreement with Starlight. Additional logins for Authorised Users will be charged at the rate set out in the relevant Order Form (or if no rate is set out, at Starlight’s then-current standard rate) from the next calendar month until the end of the Term. If the Order Form states that additional logins for Authorised Users are to be purchased in batches, Customer will pay the full price of the next batch once it has more logins than the current batch permits.

2.3 Starlight may, from time to time, develop enhancements, upgrades, updates, improvements, modifications, extensions and other changes to the Services and Documentation (“**Platform Updates**”). Customer hereby authorises Starlight to provide Platform Updates to the Services provided that such updates do not have a material adverse effect on the functionality or performance of the Services.

2.4 Starlight may, from time to time, develop additional features and functionality to the Services and Documentation which are distinct to the current Services, but which may be used in conjunction with the Services (“**New Packages**”). Customer hereby agrees that Starlight is under no obligation to provide these New Packages, but that Starlight may, at its discretion, communicate an offer to Customer for trial use of such features to allow Customer to access these New Packages for a period and cost to be agreed between the parties. New Packages, once provided to Customer, form part of the Services provided.

2.5 Customer shall ensure that Authorised Users do not share access keys, passwords, usernames, or individual accounts/invitations to use the Services or make the Services available to any unauthorised third party. Customer undertakes to keep all access keys, passwords, usernames, or individual accounts and invitations secure and take reasonable steps to prevent access by unauthorised individuals. Customer is responsible for the acts and omissions of any individual that uses the Services with accounts that were provided to Customer or have been registered to an Authorised User.

2.6 Customer agrees that Starlight may change, deprecate or republish application programming interfaces for the Services, and that it is Customer’s responsibility to ensure that requests that Customer makes to the Services are compatible with the then-current application programming interfaces for the Services.

2.7 Customer shall comply with any usage limits set out in the relevant Order Form and refrain from utilising the Services in a manner that excessively consumes Starlight’s resources or causes substantial

degradation to the services provided by Starlight to its other customers. Starlight may employ reasonable technical measures to curtail Customer’s overuse of computing resources, ensuring the overall quality of services for its customer base.

2.8

Without prejudice to Clause 13, Starlight may withdraw any Services and terminate the part(s) of any Order Form governing such Services in the event that Starlight ceases to make such Services available to its customers generally. In such circumstances, Starlight will use Commercially Reasonable Efforts to give Customer 6 months’ prior written notice. Customer agrees that nothing stated herein shall limit Starlight in any way from determining in its sole discretion how to provide the Services and Starlight may modify, supplement, enhance, or otherwise change (including through routine upgrades and bug fixes) the Services (in whole or part) including the technical, functional, administrative and operative methods of supply of the same wherever Starlight deems necessary (in its sole discretion) to: (a) comply with applicable law; (b) address unforeseen or imminent dangers or risks (including fraud, malware, spam, data breaches, cybersecurity or other risks); or (c) address actual or potential changes in the organisation of its business, technical systems or requirements.

3.

Data Security

3.1

Customer has sole responsibility for ensuring the legality, reliability, integrity, accuracy, and quality of Customer Data (excluding Outputs). In the event of any loss or damage to Customer Data, Customer’s sole and exclusive remedy shall be for Starlight to use Commercially Reasonable Efforts to assist Customer in restoring the lost or damaged Customer Data.

3.2

Customer will implement and adhere to appropriate technical and organisational IT security measures in accordance with good industry practice and will use and adhere to any IT security procedures which Starlight may notify to Customer from time to time.

3.3

To the extent that Starlight processes any Personal Data contained in Customer Data, on Customer’s behalf, the data processing agreement found on Starlight’s website shall apply and is incorporated into these Terms and Conditions by reference.

4.

Licence Restrictions

4.1

The rights granted herein are subject to the following restrictions (the “**Licence Restrictions**”). Customer will not (and shall procure Authorised Users do not) directly or indirectly:

4.1.1

reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Services, unless and to the extent allowable under applicable law or as expressly permitted by Clause 2.1;

4.1.2

remove or alter the conditions of use, any copyright notices and other identification disclaimers as they may appear on the Services or the Documentation;

4.1.3

use the Services for any purpose that is classified as ‘prohibited’ or ‘high-risk’ under Regulation (EU) 2024/1689, the EU AI Act;

4.1.4

use the Services in connection with any unlawful, illegal, discriminatory, fraudulent, deceptive, offensive, violent, pornographic, unethical, immoral, inappropriate or harmful purpose or activity;

4.1.5	frame or mirror any part of the Services, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation;		obtaining and maintaining any equipment, software and ancillary software, services or data needed to connect to, access or otherwise use the Services, including as set forth in the Documentation. Customer will be solely responsible for its failure to maintain such equipment, software and services, and Starlight will have no Liability for such failure.
4.1.6	attempt to probe, scan or test the vulnerability of the Services, breach the security or authentication measures of the Services without proper authorisation or wilfully render any part of the Services unusable for any user;	5.3	Customer will: (a) obtain all authorisations, consents and licenses required to use the Platform and for the Platform to process Customer Data; and (b) provide all notices and disclosures required for Authorised Users to use the Platform, including any required disclosures concerning the use of artificial intelligence.
4.1.7	use automated spiders, readers, data mining or scraping techniques or other services that would produce a load on the Platform that is not consistent with normal use by a human;		
4.1.8	use the Services, nor upload any Customer Data in a manner that causes the distribution or execution by means of the Services of: (a) any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies; (b) any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer; or (c) any content or material that is unlawful, illegal, discriminatory, fraudulent, deceptive, offensive, violent, pornographic, unethical, immoral, inappropriate or harmful;	6.1	Professional Services Starlight may provide Customer with a period of onboarding assistance in connection with the Services which shall described in the relevant Order Form. Customer may purchase additional Professional Services or full-time assistance. Such additional Professional Services and full-time assistance will be charged at the rate set out in the relevant Order Form (or if no rate is set out, at Starlight's then-current standard rate).
4.1.9	use or access the Services or Intellectual Property of Starlight: (a) to develop a product or service that is competitive with Starlight's products or services; or (b) to engage in competitive analysis or benchmarking against products or services provided by third parties that are similar to the Services;	6.2	Should Customer require Professional Services in addition to those identified in the relevant Order Form, such additional Professional Services if accepted by Starlight, shall be provided on a time and materials basis at Starlight's then-current standard rates and invoiced in accordance with the terms set out in the relevant Order Form (or, if none are set out, then monthly in arrears).
4.1.10	transfer, distribute, resell, lease, license, or assign the Services or use the Services to provide a service to a third party, other than as set out under these Terms and Conditions or the applicable Order Form;	6.3	The Professional Services may be performed at either Customer's site (in which case Customer shall be responsible at its own cost for preparing the site for the Professional Services) or Starlight's facility. All reasonable expenses, such as travel expenses, incurred by Starlight in performing the Professional Services shall be invoiced to Customer.
4.1.11	conduct or request that any other person conduct any load testing or penetration testing on the Services without the prior written consent of Starlight;	7.1	Fees Customer will pay Starlight the fees set forth in the relevant Order Form (or, if no fees are stated, Starlight's then current prices) (" Fees "). Such Fees will be invoiced and payable in accordance with the payment terms set out in relevant the Order Form.
4.1.12	allow the Services to become the subject of any charge, lien or encumbrance; or	7.2	Except as otherwise specified herein or in any applicable Order Form, Fees are: (a) quoted and payable in the currency set forth in the relevant Order Form; (b) exclusive of any reasonable expenses incurred by Starlight in providing Professional Services which shall be reimbursed by Customer on demand; and (c) non-cancellable and non-pro-ratable for partial months or years, and non-refundable, except as expressly set forth herein.
4.1.13	otherwise use the Services: (a) in violation of applicable law; (b) to infringe or violate third party rights; or (c) other than for the Permitted Purposes or stated in the applicable Order Form.		
5.	Customer Responsibilities	7.3	If Customer's use of the Services exceeds the Service usage capacity set forth in the relevant Order Form or otherwise requires the payment of additional fees (as set out in the relevant Order Form), Customer shall be billed for such usage, Clause 2.2 shall apply and Customer agrees to pay the additional fees on demand.
5.1	Starlight's provision of the Services is dependent on Customer providing or procuring all reasonably required cooperation and materials as reasonably required and any other requirements as may be specified by Starlight from time to time, Customer will provide the same in a diligent and timely manner and Starlight is not Liable to the extent its breach of an Order Form is caused by Customer's breach of this Clause.	7.4	If Customer fails to pay any amounts to Starlight (including Fees) that are not disputed pursuant to Clause 7.5, Starlight may charge a debt collection fee of 5% and interest on the overdue amount from the due date up to (but excluding) the date of actual payment, after as well as before judgment at 8% per annum above the base rate of the Bank of England on any outstanding balance, or the maximum permitted by law, whichever is lower. Such interest shall accrue on a daily basis, be compounded monthly and is payable on demand.
5.2	Customer will: (a) comply with applicable laws; (b) be responsible for all use of the Services under its account; (c) use Commercially Reasonable Efforts to prevent unauthorised access to or use of the Services and Customer Data and notify Starlight promptly of any unauthorised access or use of the same; and (d) be responsible for		

- 7.5 If Customer disputes any amount that Starlight believes is due, Customer shall notify Starlight in writing within 14 days of Starlight requesting such amount, and the parties shall act reasonably and in good faith to resolve such dispute.
- 7.6 All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively “**Taxes**”). Customer will be solely responsible for payment of all Taxes, except for those based on the income of Starlight. Customer will not withhold any Taxes from any amounts due to Starlight unless such withholding or deduction is required by applicable law. In such event, the amount of such payment due from Customer shall be increased to an amount which (after making such withholding or deduction) leaves an amount equal to the payment which would have been due if no such withholding or deduction had been required.
8. **Proprietary Rights and Confidentiality**
- 8.1 As between the parties, Starlight exclusively owns all right, title and interest in and to the Services (and the skills, know-how and methodologies used to provide the Services), Background IP (and all improvements, enhancements or modifications thereto), System Data and Starlight’s Confidential Information, and Customer exclusively owns all right, title and interest in and to Customer Data and Customer’s Confidential Information.
- 8.2 Customer may from time to time provide Starlight with suggestions or comments for enhancements or improvements, new features or functionality or other feedback. Starlight will have: (a) full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality; and (b) an unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such suggestions or comments in connection with its products and services.
- 8.3 Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of these Terms and Conditions and it will not disclose the same to any third party without the other party’s prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information: (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with this Clause; and (b) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its Commercially Reasonable Efforts to minimise such disclosure to the extent permitted by applicable law). Neither party will disclose the non-public terms of these Terms and Conditions to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Each party agrees to exercise due care in protecting the Confidential Information from unauthorised use and disclosure. In the event of actual or threatened breach of the provisions of this Clause or the Licence Restrictions, the non-breaching party will, notwithstanding anything in these Terms and Conditions, be entitled to seek immediate injunctive and other equitable relief in any jurisdiction, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in these Terms and Conditions.
- 8.4 Notwithstanding anything to the contrary, Customer agrees that Starlight and its Affiliates are hereby granted a non-exclusive, non-transferable, sub-licensable (directly and indirectly through multiple tiers), fully paid-up worldwide right and licence to use Customer Data to: (a) provide the Services; (b) monitor the number of Authorised Users; (c) monitor Customer’s compliance with and enforce these Terms and Conditions and any Order Form; (d) determine the Fees (or other amounts) paid and payable by Customer; (e) develop and improve its products and services; and (f) create System Data.
- 8.5 The Services may contain Intellectual Property, including open-source software owned by third parties. Such third-party Intellectual Property may be licensed by Starlight or the third party to Customer under separate or different terms and conditions (“**Third Party Terms**”) and are not licensed to Customer under these Terms and Conditions. Such Third Party Terms are available on request and Customer agrees to comply with such Third Party Terms, including any obligation to pay any fees due to third parties directly to the relevant third party. Customer agrees to indemnify Starlight in respect of Losses that Starlight incurs as a result of any breach by Customer of the Third Party Terms applicable to such third-party Intellectual Property.
9. **Warranties**
- 9.1 Each party warrants and represents to the other that it: (a) has full power and authority to enter into and perform its obligations under these Terms and Conditions; (b) shall obtain and maintain all necessary licences, clearances, permissions, and consents necessary to carry out all of its obligations under these Terms and Conditions, provide any information, data or other materials that it provides hereunder, and to permit the other party to use the same as contemplated hereunder; and (c) shall employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of its obligations under these Terms and Conditions.
- 9.2 Starlight warrants that: (a) the Platform will conform in all material respects with the relevant Documentation; and (b) it will provide the Professional Services in a professional manner and in accordance with the applicable Order Form. If Starlight breaches the foregoing warranty, then to the extent allowable by applicable law, Customer’s exclusive remedy shall be repair or replacement (as determined by Starlight) of the deficient element(s) of the Platform or re-performance of the deficient Professional Services. If Starlight cannot repair or replace the deficient element(s) of the Platform or re-perform the Professional Services, in each case so they are as warranted herein, Customer shall be entitled to a pro-rata refund of the Fees paid to Starlight for such deficient element(s) of the Platform or Professional Services. Any claim for breach of Starlight’s warranty relating to Professional Services hereunder must be made by written notice to Starlight within 30 days following the date of completion of the Professional Services for which the claim is made.
10. **Disclaimers**
- 10.1 Except as expressly set forth herein, the Services are provided on an “as is” and “as available” basis and to the extent allowable by applicable law, each party disclaims all warranties and conditions express or implied, including those of merchantability, satisfactory quality, title, non-infringement, and fitness for a particular purpose. In particular, Starlight does not warrant that the Services: (a) will be provided free from interruption; (b) will run on any particular computer system or browser; (c) are accurate, complete, reliable, secure, useful, fit for purpose or timely; (d) will be tested for use; (e) will be suitable for or be capable of being used by Customer or any third party; and (f) will comply with applicable law. Customer agrees that the Services may contain bugs, viruses, make errors or misinterpret issues, and therefore Customer shall ensure it uses anti-virus software consistent with prevailing industry standards.
- 10.2 AI Features are rapidly evolving fields of study. Customer agrees that it and its Authorised Users are interacting with artificial intelligence

when using the Platform and certain components of the Services are based on natural language processing, machine learning, and other artificial intelligence models which are probabilistic in nature, the use of which may, in some situations, result in bugs, errors, or the misinterpretation of requests, speech, text, or other input. Starlight does not warrant that any or all speech, requests, inputs or other communications will be understood or that human intervention will not be required, and Customer agrees that Starlight will not be Liable for any misinterpretation, inaccuracy or errors of speech, requests, inputs or other communications.

10.3 It is the sole responsibility of Customer and Authorised Users to review and decide the manner in which they proceed in response to decisions, instructions, or other actions proposed by the Platform. Customer shall, and shall procure that Authorised Users, use independent judgement and discretion before using or relying on AI Features or Output without human review. Customer agrees that Output may not align with the intention of an Authorised User or the Prompt on which the Output was based, regardless of whether the Prompt was accurate and specific or not, and, as between the parties, Customer is solely Liable for: (a) monitoring and approving any such use; and (b) any decision or action or omissions taken or arising from Output.

10.4 Customer agrees that, in addition to the limitations and restrictions expressly set forth in these Terms and Conditions, there are numerous limitations that apply with respect to AI Features, including that: (a) Output may contain errors or misleading information and may not be accurate or reliable; (b) AI Features are based on predefined rules and algorithms that lack the ability to think creatively and come up with new ideas and can result in repetitive or formulaic content; (c) AI Features can struggle with understanding the nuances of language, including slang, idioms, and cultural references, which can result in actions or suggestions that are out of context or does not make sense; (d) AI Features do not have emotions and cannot understand or convey emotions in the way humans can, which can result in actions or suggestions that lack the empathy and emotion that humans are able to convey; (e) AI Features can perpetuate biases that are present in the data used to train them, which can result in actions or suggestions that are not intended or may be discriminatory or offensive; (f) AI Features can struggle with complex tasks or requests that require reasoning, judgment and decision-making; and (g) AI Features require large amounts of data to train, and the data used to train AI Features may be of poor quality or biased, which will negatively impact the accuracy and quality of Output. Notwithstanding anything to the contrary in this agreement, Output is provided on an “as is” and “as available” basis and Starlight makes no warranties, representations, conditions, guarantees or undertakings with respect to any AI Features or Output. To the extent permitted by applicable law, Starlight shall not be Liable for the AI Features, Output, or for any Losses suffered or incurred by Customer or any Authorised User or any other person arising out of or in connection with the Platform, the AI Features, or Customer’s use of or reliance on Output. It is Customer’s sole responsibility to review and decide the manner in which it and Authorised Users use the AI Features or Output, for ensuring the accuracy of Prompts, and for reviewing and validating Output. Customer shall, and shall procure that the Authorised Users shall, use independent judgement and discretion before relying on or otherwise using the AI Features or Output to take any actions, and Customer is solely responsible for monitoring and approving any such actions.

11. Third Party Claims

11.1 Customer will defend Starlight against any claim, demand, suit, or proceeding (“*Claim*”) made or brought against Starlight (whether by an individual, a business or a government authority) in connection with (a) Customer’s breach of applicable laws; (b) Customer Data; (c) Customer’s Confidential Information; or (d) Customer’s or any

Authorised User’s use of the Services, and will indemnify Starlight for any Losses in connection with any such Claim.

11.2 In connection with any Claim: (a) Starlight will promptly notify Customer of such Claim in writing; (b) Customer will have the sole and exclusive authority to defend and/or settle such Claim (provided that it may not settle any Claim without Starlight’s prior written consent, which will not be unreasonably withheld, conditioned or delayed where it unconditionally releases Starlight of all associated Liability); and (c) Starlight shall reasonably cooperate with Customer in connection therewith.

12. Liability

12.1 Nothing in these Terms and Conditions excludes or restricts any Liability that cannot be excluded or restricted under applicable law.

12.2 Subject to Clause 12.1, Starlight is not Liable for any: (a) loss of actual or anticipated profits; (b) loss of sales, business or revenue; (c) loss of agreements or contracts; (d) wasted expenditure (excluding Fees paid under these Terms and Conditions); (e) loss of anticipated savings; (f) loss of or damage to reputation or goodwill; (g) loss of use or corruption of software, data or information, (h) Losses incurred as a result of criminal or civil proceedings arising from the use of the Platform, in each case (a) to (h), whether direct or indirect; or (i) indirect, special, incidental, consequential or punitive damages of any character, even if informed of their possibility in advance.

12.3 Subject to Clause 12.1, the total aggregate Liability of Starlight in any Contract Year will not exceed the amounts paid by Customer under the applicable Order Form during that Contract Year.

13. Term and Termination

13.1 The Term of these Terms and Conditions will commence on the Effective Date and continue for the Initial Service Term unless terminated as set forth below. Except as set forth in such Order Form, the Initial Service Term will automatically renew for successive renewal terms equal to the length of the Initial Service Term on Starlight’s then current prices, unless either party provides the other party with written notice of non-renewal at least three (3) months prior to the end of the then-current Term.

13.2 Each party may terminate these Terms and Conditions upon written notice to the other party if: (a) there are no Order Forms then in effect; (b) the other party commits any material breach of these Terms and Conditions and fails to remedy such breach 30 days after written notice of such breach, provided, however, that if such breach is capable of remedy but cannot be remedied within such period and the breaching party initiates actions to remedy the breach and thereafter diligently pursues such actions, the breaching party shall have such additional period as is necessary in the circumstances to cure the breach; or (c) subject to applicable law, the other party’s liquidation occurs, there is the commencement of dissolution proceedings or an assignment of substantially all of its assets for the benefit of creditors occurs, or if the other party becomes the subject of bankruptcy, insolvency or similar proceeding that is not dismissed within 60 days.

13.3 Following termination of an Order Form for any reason: (a) Customer shall pay Starlight on demand all sums (not disputed pursuant to Clause 7.5) due to it howsoever arising from these Terms and Conditions; (b) other than the licences in Clauses 8.4(c) to (f) (which are perpetual), all rights and licences granted under these Terms and Conditions shall terminate and Customer’s access to the Services relevant to that Order Form shall be disabled; (c) each party shall promptly return to the other or otherwise dispose of (as the other party may instruct), all materials, documents (including Documentation) or

	papers whatsoever including Confidential Information of the other party which are in its possession or under its control in whatever form they are recorded or stored, including any electronic or digital storage media; and (d) the parties shall have no further obligations or rights under these Terms and Conditions with respect to that Order Form, without prejudice to those which have accrued to either party prior to termination.	14.5	No amendment or modification to these Terms and Conditions, nor any waiver of any rights hereunder, will be effective unless agreed to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of these Terms and Conditions will not be deemed a waiver of future enforcement of that or any other provision.
13.4	Upon termination of these Terms and Conditions, all Order Forms and all rights and obligations will immediately terminate except that accrued payment obligations and any terms or conditions that by their nature should survive such termination will survive, including the Licence Restrictions and provisions relating to proprietary rights and confidentiality, disclaimers, indemnification, limitations of liability, termination and the general provisions below. Nothing in this Clause will relieve Customer of its obligation to pay Starlight any amounts (including Fees) that are due as at the effective date of such termination.	14.6	A person who is not a party to these Terms and Conditions shall not have any rights under or in connection with it whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
13.5	Starlight shall be entitled to suspend or restrict access to all or part of the Services: (a) where it is entitled to terminate these Terms and Conditions pursuant to Clause 13; (b) to carry out scheduled or emergency maintenance (in which case Starlight shall use Commercially Reasonable Efforts to minimise the disruption caused to Customer); (c) if Customer fails to pay any amounts that are not disputed pursuant to Clause 7.5, provided that Starlight has given Customer thirty (30) days advance notice of the suspension; and (d) if Starlight reasonably believes Customer is in breach of the Licence Restrictions.	14.7	Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.
14.	General	14.8	If a court of competent jurisdiction determines that any provision of these Terms and Conditions is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of these Terms and Conditions will remain in full force and effect and bind the parties according to its terms.
14.1	Starlight and/or its third-party representatives (including designated auditor), may on reasonable notice during normal business hours request copies of information relating to the Customer's compliance with these Terms and Conditions. The cost of an audit shall be borne by Starlight, except where an underpayment of amounts payable to Starlight under these Terms and Conditions is identified, in that case, the amounts due and the costs of the audit shall be borne by Customer and payable on demand. The rights in this Clause shall continue for three (3) years after termination of these Terms and Conditions.	14.9	Each party irrevocably agrees that these Terms and Conditions (and any non-contractual obligations arising out of or in connection with them and any claim or dispute in relation to their formation) shall be interpreted and governed by the laws of England, and subject to the exclusive jurisdiction of the courts of London, England.
14.2	During the Term and for 12 months thereafter, Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person or entity: (a) recruit, solicit, or offer employment to any Starlight employees or contractors; or (b) induce any Starlight employees or contractors to terminate their engagement with Starlight. Any breach of the foregoing will obligate Customer to pay Starlight an amount equal to the annual base salary of the person recruited, solicited, or induced plus Starlight's reasonable recruitment costs in replacing the person.	14.10	Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, by overnight delivery or by email (provided no automated bounce back is received). Notices to the parties must be sent using the details stated in the relevant Order Form.
14.3	Customer agrees that Starlight may refer to Customer's name and trademarks in Starlight's marketing materials and website. Customer agrees that Starlight may prepare and publish a case study about Customer and Customer's use of Services. Following the successful roll-out of Services, Starlight shall prepare and publish a press release announcing Customer's use of Services.	14.11	These Terms and Conditions and all Order Form constitute the entire agreement and understanding between the parties relating to their subject matter and supersede any previous agreements, discussions, correspondence, negotiations, drafts, promises, assurances, warranties, representations and/or undertakings between the parties including any usage or custom and any terms arising through any course of dealing relating to such subject matter.
14.4	Neither party hereto may assign or otherwise transfer these Terms and Conditions, in whole or in part, without the other party's prior written consent, except that Starlight may assign these Terms and Conditions without consent to an Affiliate or a successor to all or substantially all of its assets or business related to these Terms and Conditions. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null or void. Subject to the foregoing, these Terms and Conditions will be binding on the parties and their successors and assigns.	14.12	Each party agrees that in entering these Terms and Conditions all statements, representations, warranties and undertakings on which it relies are incorporated into these Terms and Conditions and it does not rely on (and shall have no remedy in respect of) any statement, representation (including any misrepresentation), warranty or undertaking (whether negligently or innocently made) of any person (whether party to these Terms and Conditions or not) (in each case whether contractual or non-contractual) which is not expressly set out in these Terms and Conditions. Without prejudice to: (a) any other provision of these Terms and Conditions limiting the remedies available to either party, each party agrees that it will have no remedy in relation to these Terms and Conditions for innocent or negligent misrepresentation, negligent misstatement or mistake based on any statement in or made in relation to these Terms and Conditions; and (b) the indemnification obligations contained herein and either party's ability to seek injunctive or equitable relief in any court of competent jurisdiction for actual or threatened misuse of its Intellectual Property or Confidential Information, the only remedy available to each party in relation to any breach of these Terms and

Conditions shall be for damages for breach of contract under the terms of these Terms and Conditions.

- 14.13 Neither party will be deemed in breach hereunder for any cessation, interruption, delay or failure in the performance of its obligations due to causes beyond its reasonable control ("**Force Majeure Event**"), including earthquake, flood, or other natural disaster, act of God, labour controversy, civil disturbance, terrorism, war (whether or not officially declared), pandemic, cyber-attack (including denial of service attacks), failure of any third party or Customer software, hardware or communications network, or any change in or the adoption of any law, regulation, judgment or decree. Other than as expressly required herein, Starlight shall not be obliged to take any action to prevent or mitigate Force Majeure Events.
- 14.14 Any words following the terms 'including', 'include', 'in particular', 'for example', 'i.e.', 'other' and 'otherwise' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. In the event of any conflict between the Clauses of these Terms and Conditions, the documentation incorporated into these Terms and Conditions by reference and any Order Form, the Order Form shall prevail, followed by the documentation incorporated by reference and finally these Terms and Conditions. References to Clauses are to Clauses in these Terms and Conditions and headings shall not affect the interpretation of these Terms and Conditions. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. A reference to a party includes that party's personal representatives, successors and permitted assignees. Unless the context requires otherwise, words in the singular include the plural and vice versa and a reference to one gender shall include a reference to the other genders. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision. A reference to these Terms and Conditions or to any other agreement or document referred to in these Terms and Conditions is a reference to these Terms and Conditions or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms and Conditions) from time to time. A reference to writing or written includes e-mail but not fax. When a number is expressed both in words and numbers, in the event of a conflict the words shall be deemed correct.