SUPPLIER TERMS

PFI/PPP Projects in Affinitext's Intelligent Document Platform

AFFINITEXT LICENCE TERMS AND CONDITIONS FOR THE FOLLOWING PROJECT(S):

PROJECT REF. NO.	PROJECT NAME

Project(s)

Affinitext (UK) Limited

Affinitext

– and –

Licencee

Date

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Licence terms and conditions agreed at **on**

Parties

Affinitext (UK) Limited, a company incorporated in England under the Companies Act (company number 07207185) and having its registered office at 2nd Floor, Maritime Place Quayside, Chatham Maritime, Chatham, Kent, ME4 4QZ (**Affinitext**);

– and –

(**Licencee**)
(together, the **Parties**)

Recitals

A. Affinitext is the owner and provider of the Intelligent Platform, which is built to simplify the understanding and management of high-value, complex contracts, post-execution.
B. The Licencee wishes Affinitext to licence the Intelligent Platform for the Project(s) to the Licencee.
C. Affinitext is the Supplier and the Licencee is the Buyer under a Call-Off Contract.
D. The terms and conditions of this Licence are incorporated into the Call-Off Contract.
E. This Licence establishes the terms and conditions of the licence.

1 DEFINITIONS AND INTERPRETATION

In this Licence, capitalised terms used have the meanings given to them in this section (or where otherwise defined). Terms not capitalised have their ordinary meaning.

'AffiniAI' means an optional module of the Intelligent Platform, as per clause 3.4;

'AffiniCore' means the core module of the Intelligent Platform, being the structured data layer in which the Documents for a Project are held, whether as Intelligent Documents or in their native format, as per clause 3.3;

'AffiniTag' means an optional module of the Intelligent Platform, as per clause 3.6;

'AffiniTask' means an optional module of the Intelligent Platform, as per clause 3.5;

'**Annual Licence'** has the meaning given thereto in clause 4.1;

'**Annual Project Fee'** is determined in accordance with the Pricing Document;

'Call-Off Contract' means the call-off contract between the Parties dated the date of the Order Form;

'**Document(s)**' means the contracts and other documents and materials (in any form, including native files) that are provided by or on behalf of the Licencee to Affinitext for inclusion in a Project and/or are hosted, processed, or made available through the Intelligent Platform in connection with that Project, including any converted formats, conformed versions, extracts, and associated metadata/attributes generated or applied through the Intelligent Platform;

'**Fees**' means the fees and charges payable by the Licencee to Affinitext under this Licence, including (as applicable) Annual Project Fees and optional module Fees, as per clause 5 and the Pricing Document, and any other fees agreed in writing between the parties;

'**General Terms'** means the Crown Commercial Service (**CCS**) General Terms for RM1557.15 as amended by the Framework Special Terms in the Framework Award Form, which creates the Framework Contract RM1557.15 G-Cloud 15;

'Intellectual Property Rights' means all present and future rights anywhere in the world in or to patents, inventions, copyright and related rights, moral rights, trademarks, service marks, trade names, domain names, designs, database rights, semiconductor topography rights, know-how, trade secrets and other confidential information, and all other intellectual property or proprietary rights (whether registered or unregistered), including applications for, renewals and extensions of any such rights;

'Intelligent Document' means any Document processed within AffiniCore with the functionality set out in clauses 3.3.1 – 3.3.6;

'Licence' means these Supplier Terms, which are incorporated into the Call-Off Contract;

'Order Form' means the signed order form for the Call-Off Contract;

'Intelligent Platform' or **'Intelligent Document Platform'** means Affinitext's proprietary, cloud-based platform, through which Documents and data are hosted, processed, and made available to users, and includes the core AffiniCore module and the optional AffiniAI, AffiniTag, and AffiniTask modules;

'Pricing Document' means Affinitext's G-Cloud pricing document, which is incorporated into the Call-Off Contract;

'**Project**' means those projects listed on the Licensed Projects front sheet to the Call-Off Contract;

'Supplier Terms' means Affinitext's G-Cloud supplier terms document, which is incorporated into the Call-Off Contract;

'Term' means the Call-Off Contract Period, from the Call-Off Start Date to the Call-Off Expiry Date stated in the Order Form (including any Call-Off Optional Extension

Period), or the date of earlier termination pursuant to clause 13 (Ending the contract or any sub-contract) of the General Terms.

2 ESTABLISHING A LICENCE

The Intelligent Platform will be accessed by users pursuant to a Licence.

Affinitext warrants to the Licencee that it will perform all its obligations to the Licencee under the Licence.

3 THE INTELLIGENT PLATFORM

3.1 Intelligent Platform access

Affinitext will provide online access to the Intelligent Platform for the Projects covered by the Licence.

If the Documents for a Project have already been converted for another stakeholder, the Licencee is granted access to the Intelligent Platform to those Documents to which it is a party or to which it is otherwise entitled or authorised to view.

If the Documents for a Project have not already been converted for another stakeholder for inclusion on the Intelligent Platform, or the Intelligent Platform does not otherwise contain all the Documents relevant to the Project, the Licencee must provide the Documents to Affinitext in Word, PDF or other native format for conversion into Intelligent Documents or inclusion in their native format and access will then be granted to those Documents on the Intelligent Platform.

3.2 [Not Used]

3.3 AffiniCore (Core module)

The Documents in AffiniCore are delivered in Intelligent Documents and/or native format, as appropriate for the nature of the Document and the stage of the Project.

Intelligent Documents include the functionality described in clauses 3.3.1– 3.3.6 below.

Documents held in their native format are included as provided by the Licencee and do not have that functionality.

3.3.1 Navigation

Intelligent Documents include:

i. 100% pop-up definitions (from wherever in the contract suite the defined terms are located). Every defined term is highlighted in the text, and clicking it brings up the definition in a pop-up window; and

ii. 100% pinpoint linking of cross-referenced paragraphs or other referenced links, both within and between documents and/or external sources. Clicking any reference to another clause, paragraph, drawing, attachment, or similar item directs the user to the precise referenced location.

3.3.2 Up-to-date, fully conformed versions of Project agreements

As per clause 3.9, users have access to up-to-date, fully conformed versions of the Project agreements; a trusted single version of the truth.

3.3.3 Powerful searching

Powerful search capability within individual documents, folders of documents, individual Projects and/or portfolio of Projects. Users may save searches and export search results to Excel, with links to each relevant clause.

3.3.4 Task Identification and Task Management

Tasks may be created by users against the relevant clauses to enable proactive management via 'In-Time' reminders from the clause and tracked in a real-time database where compliance history is captured for audit purposes.

A dashboard visualises task compliance status.

3.3.5 Knowledge capture and sharing

Users may capture and share, on a permissions basis, knowledge and attachments at any paragraph, with such knowledge stored in a real-time, fully filterable, and exportable knowledge database.

3.3.6 Analysis Tracker

Users can track their analysis of a contractual issue within a document, across a suite of documents or across multiple Projects. Analysis Tracker enables the capture and annotation of relevant paragraphs in real time. Analysis Tracks can be named, saved, shared with other users and exported as PDFs with commentary. If the Track is enabled, when viewing a contract, any text in that contract that is part of the Track is highlighted, and the Track may be added to or edited as desired.

3.4 AffiniAI (Optional module)

AffiniAI is an AI-enabled module of the Intelligent Platform that provides assistive

capabilities for documents and data made available through the Intelligent Platform, including tools that respond to user queries, analyse contractual content, generate draft outputs, and support planning and preparation activities. These tools may comprise one or more distinct-powered agents or features made available by Affinitext from time to time.

AffiniAI does not provide legal, financial, or other professional advice, does not make automated decisions on behalf of the Licencee, and does not replace professional judgment. Any outputs generated by AffiniAI are provided for informational and assistive purposes only and must be independently reviewed and validated by the Licencee (including by appropriately qualified personnel) before being relied upon.

AffiniAI capabilities may be packaged, licensed, and priced separately (including by agent, feature set, usage, or other metric) as specified in the Order Form.

3.5 AffiniTask (Optional module)

AffiniTask uses AI-assisted tools, together with expert human review by Affinitext, to identify contractual obligations and entitlements from Documents made available through the Intelligent Platform and to convert those obligations and entitlements into actionable tasks for management and tracking, as specified in the Order Form.

3.6 AffiniTag (Optional module)

AffiniTag uses AI-assisted tools, together with expert human review by Affinitext, to extract, apply, and manage structured metadata and attributes from Documents made available through the Intelligent Platform, enhancing search, filtering, organisation, and analysis of content, as specified in the Order Form.

3.7 PDF Projects

For lower-value or time-limited Projects, the Licencee may request that Affinitext create a PDF Project, in which the Documents are included on the Intelligent Platform for that Project in their native format only.

3.8 File and Document Exchange

The Licencee must ensure that all sensitive electronic files and documents exchanged with Affinitext are handled securely, using technologies and methods that comply with applicable regulatory standards and Affinitext's security policy.

3.9 Amendments

Amendments made by a deed of variation or other amending agreement will be incorporated into the relevant contract on the Intelligent Platform at no additional

charge on a quarterly basis, provided they do not constitute a restatement of the contract or require reconversion of the contract as a whole.

Additional amendments may be made at any time, with a Fee being payable of £11/page of the amending agreement and £11/paragraph amended, unless otherwise agreed.

The text of amendments from deeds of variation or other amending agreements is fully incorporated into the text of the contract on the Intelligent Platform, with 'Amendment' icons at each amended paragraph (which take the user to a fully linked version history at that paragraph level).

Users may, at any time, seal an up-to-date, fully conformed version of the contract as a PDF.

3.10 Conversion of any Additional Documents into Intelligent Documents

The Licencee may at any time request that additional Documents be converted into Intelligent Documents within AffiniCore for a Project. The price for any additional documents will be £11/page, unless otherwise agreed.

3.11 Initial Intelligent Platform, Amendments and Additional Document Reviews

a. Initial access to a newly created Project on the Intelligent Platform shall be provided by Affinitext to the Licencee on a staging server for a two-week review period on request. At the end of the review period, Affinitext will promptly resolve any issues notified to it by the Licencee and will then publish the Project to the Licencee on the production server.

b. Amendments and additional Documents to any Project on the Intelligent Platform, made pursuant to clause 3.9 and/or 3.10, will also be subject to the review process set out in paragraph a above if requested.

3.12 Training

Affinitext will provide regular, complimentary online training for users and administrators as reasonably required.

If the Licencee wishes to have on-site training, it is available at pre-agreed rates, plus travel expenses.

The Licencee shall pay any pre-agreed fees and expenses in accordance with the Call-Off Contract from Affinitext.

3.13 Support and Updates

Affinitext provides online customer support across multiple geographic regions and

time zones, with coverage structured to optimise support, and makes software updates available to customers as they are released as part of the Intelligent Platform.

3.14 Location of Servers

The servers that Affinitext uses to host the Intelligent Platform are located in the United Kingdom.

The servers that Affinitext uses to back up the Intelligent Platform are located in the United Kingdom.

3.15 Security

As per clause 17 (Data protection and security) of the General Terms.

3.16 Personal Data Protection

As per clause 17 (Data protection and security) of the General Terms.

3.17 Artificial Intelligence (AI)

a. The Intelligent Platform may include AI–enabled functionality, including AffiniAI, which generates outputs based on patterns, probabilistic techniques, and the information made available through the Intelligent Platform.

b. Affinitext does not use Licencee data or Project data to train, fine-tune, or improve any generalised artificial intelligence or machine-learning models. Licencee and Project data is used solely to provide the Intelligent Platform and the licensed functionality to the Licencee in accordance with this Licence.

c. Affinitext does not warrant that AI-generated outputs are complete, accurate, or suitable for any particular purpose.

4 ANNUAL LICENCE

4.1 Grant of Annual Licence

a. In consideration of the payment of the Fees under the Licence for the year, Affinitext will grant the Licencee, for the normal business purposes of the Licencee (**Purposes**) in connection with the Project, a licence for that year to use the Intelligent Platform for those Documents to which it is a party or which it is otherwise entitled or authorised to view, as provided in this clause 4.

b. Under any such Annual Licence:

   i. The Licencee may allow its employees, consultants, lawyers, independent

reviewers, and advisers to have unlimited users and unlimited usage of the Intelligent Platform for the Purposes, provided that the Licencee takes reasonable efforts to ensure that they always comply with the terms of this Licence.

ii. If the Licencee has paid for the right to provide all Project stakeholders with access to the Intelligent Platform, then the Licencee may allow unlimited users and unlimited usage of the Intelligent Platform for the Purposes for any persons, provided that the Licencee takes reasonable efforts to ensure that they always comply with the terms of this Licence.

iii. Subject to Affinitext's general obligation to comply with Law, the Licencee shall be fully responsible for the content which it provides for inclusion on the Intelligent Platform and for ensuring that the use of such material and disclosure to third parties as contemplated by the Licence shall not infringe any third parties' rights or cause a breach of any Law.

iv. The Licencee grants Affinitext a royalty-free, non-exclusive licence to use the content which the Licencee provides, solely to provide the Intelligent Platform and the Deliverables during the Term.

4.2 Non-exclusive licence

The licence granted under clause 4.1 is non-exclusive. Unless the Licencee has paid for the right to provide all Project stakeholders with access to the Intelligent Platform, nothing in this Licence restricts Affinitext from granting licences to use the Intelligent Platform to other persons, including in respect of such Documents on the Intelligent Platform to which they are party, or which they otherwise are entitled or authorised to view, or which the Licencee confirms in writing that they may see (such confirmation not to be unreasonably withheld). For the avoidance of doubt, this clause: (a) confers no right in respect of Buyer Data or of any information designated as Commercially Sensitive Information under Joint Schedule 4 (Commercially Sensitive Information); (b) is subject to clause 18 (What you must keep confidential) of the General Terms; and (c) imposes no obligation, liability, cost or operational responsibility on the Licencee.

4.3 The Licencee not to on-sell

The Licencee may not, directly or indirectly, rent, lease, or sell, in whole or in part, the Intelligent Platform to any person without the express written permission of Affinitext.

Clause 14 (How much you can be held responsible for) of the General Terms applies to any breach of this provision.

4.4 Term of Licence

The Licencee and Affinitext are bound by the Licence for the Term.

5 FEES

5.1 Fees

The Fees are set out in the Order Form, the Call-Off Contract, the Pricing Document, and any other amounts agreed under these terms.

5.2 Time for Payment

Fees are invoiced in advance and are payable in accordance with the Call-Off Contract.

5.3 Inflation

All Fees will be adjusted annually to take account of inflation. The adjustment will be made by reference to the following formula:

New Fee = (1 + CPI) x Fee at the Call-Off Start Date

Where **CPI** = the percentage increase (expressed as a decimal fraction) in the UK Consumer Prices Index, ONS series D7BT, from the Call-Off Start Date to the relevant anniversary of that date, indexation applying only from the first anniversary of the Call-Off Start Date

E.g. Using the calculation of a new Annual Project Fee as an example:

New Annual Project Fee = (1 + CPI) x Annual Project Fee at the Call-Off Start Date

5.4 Subsequent Agreements

Affinitext warrants that if the Licencee gives not less than thirty (30) Working Days' notice prior to the Expiry Date of the Call-Off Contract, Affinitext will, if required by the Licencee, enter into another agreement on terms and conditions which are substantially similar to those contained in this agreement (including a restatement of this warranty), with the Annual Project Fee for each year of such subsequent agreement being the last Annual Project Fee under this Call-Off Contract, adjusted in accordance with clause 5.3 (Inflation).

6 INTELLECTUAL PROPERTY

The Licencee acknowledges and agrees that all Intellectual Property Rights in the

Intelligent Platform, including any software updates, belong to and shall remain with Affinitext, and the Licencee shall have no rights in or to the Intelligent Platform other than the right to use it in accordance with the terms of this Licence.

For the avoidance of doubt, however, the Licencee retains all Intellectual Property Rights it may have in any Documents supplied by the Licencee to Affinitext.

The Licencee shall not, and shall use all reasonable effort to ensure others do not, backward or reverse engineer or otherwise attempt to circumvent a technological measure that is intended to or effectively controls access to the Intelligent Platform.

7 CONFIDENTIALITY

As per clause 18 (What you must keep confidential) of the General Terms.

8 GENERAL

8.1 Limitation of Liability

As per clause 14.2 of the General Terms, as further specified in the Order Form.

8.2 Governing law and jurisdiction

As per clause 38.3 of the General Terms.

8.3 Force majeure

As per clause 23 (Circumstances beyond your control) of the General Terms.

8.4 No partnership or agency

Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute a party as the agent of the other party, nor authorise a party to make or enter into any commitments for or on behalf of the other party to this Licence, as the case may be.

8.5 Severance

If any court or competent authority finds that any provision of this Licence (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Licence shall not be affected.

8.6 Waiver

No failure or delay by a party to exercise any right or remedy under this Licence, or by Law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

9 TERMINATION

9.1 Term

The parties are bound by the Licence for the Term.

9.2 Termination for cause

Subject to clause 13 (Ending the contract or any sub-contract) of the General Terms, Affinitext may terminate the Licence if:

a. the Licencee fails to pay any amount due under the Licence on the due date for payment and remains in default for at least 14 days after being notified in writing to make such payment;

b. the Licencee commits a material breach of the Licence and fails to remedy such breach within 30 days of being notified in writing to do so; or

c. the Licencee is deemed unable to pay its debts under the company or insolvency Laws applicable to it.

9.3 Consequences of termination

As per clause 13.4 (What happens if the Contract ends) of the General Terms.