

DeckKorate Licensing Agreement

This DeckKorate Licensing Agreement ("**Agreement**"), made and entered on as of _____, 2026 (the "**Effective Date**"), is by and between The Stationery Office Ltd ("**TSO**"), and **ENTER** located at **ENTER** ("**Company**"). Each party is acting for itself and on behalf of its Affiliates, as defined herein.

WHEREAS, TSO desires to license the DeckKorate Software indicated in Section 2 (the "**Services**") to Client; and

WHEREAS, Client desires to obtain a license to use the Services for its internal business purposes (which includes providing management consulting services to its customers), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) Definitions. All capitalized terms used but not defined herein have the meanings given to them on the attached **Schedule 2**, which is attached hereto and incorporated herein by this reference.

2) TSO Provision of Services.

a) Selection of Services. Subject to the terms of this Agreement, TSO shall license the below software to Client. Certain sections of this Agreement apply only to DeckKorate Exec, not DeckKorate Pro, and are clearly indicated as such.

[] DeckKorate Pro

[] DeckKorate Exec

b) Provision of Services. Subject to and conditioned on Client's payment of Fees and compliance with all other terms and conditions of this Agreement, TSO hereby grants Client:

- i) a non-exclusive, non-sublicensable, revocable, non-transferable, non-assignable, right to access and use the Services during the Term, solely for use by Authorized Users, and solely for Client's internal business purposes (which includes providing management consulting services to its customers), and
- ii) a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes (which includes providing management consulting services to its customers) in connection with its use of the Services.

Within fourteen (14) days of the Effective Date, TSO shall provide to Client the necessary Access Credentials and network links or connections to allow Client to access the Services in accordance with this Agreement and the Documentation. Except as agreed in writing between the Parties, the total number of Authorized Users will not exceed the number set forth in Schedule 1.

c) Changes. TSO may change or update the Services from time to time. TSO will not make any changes to the Services that materially reduce their functionality without prior written or email notice to Client.

d) Maintenance Releases. During the Term, TSO will provide Client with all Maintenance Releases (including updated Documentation) that TSO may, in its sole discretion, make

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generally available to its Clients at no additional charge. All Maintenance Releases provided by TSO to Client are deemed Services. Client will install all Maintenance Releases as soon as practicable after receipt. Client does not have any right hereunder to receive any new versions of the Services that TSO may, in its sole discretion, release from time to time.

- e) AI Functionality **[ONLY APPLICABLE IF DECKORATE EXEC SELECTED – OTHERWISE DISREGARD]**. The Services include features powered by AI Functionality, which generate or assist in generating AI Output based on AI Input provided by Client. Client acknowledges that AI-generated outputs are probabilistic, may contain errors, and should be reviewed by Client for accuracy, appropriateness, and compliance with applicable law. TSO makes no representations or warranties regarding the accuracy or appropriateness of any AI-generated content. Client remains solely responsible for all content created or modified using the Services, including any reliance thereon.

3) **Client Use of Services.**

- a) Administration. Client is responsible for designating Authorized Users for its Services account, maintaining updated Authorized User contact information, managing access to Authorized User accounts, and complying with any access or usage limits related to the Services, as further set forth on **Schedule 1** hereto, which is incorporated herein by reference.
- b) Use Restrictions. Client may only use the Services in accordance with this Agreement and the Documentation, and only in a manner that complies with applicable law. Client agrees not to use the Services or any of the Third Party Content in violation of applicable law or in a manner that infringes upon the rights of any third party. Client further agrees it will not (and will not allow any Authorized User or third party to): (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services, (b) modify or create derivative works based on the Services, (c) sell, resell, license, copy, rent, lease, distribute, time-share the Services or otherwise use the Services for the benefit of a third party, (d) remove or alter proprietary notices from the Service, (e) use the Services to create any other product, (f) attempt to probe, scan or test the vulnerability of the Services or to breach or tamper with the security or authentication measures of the Services, or (g) submit viruses or other malicious code to or through the Services. TSO reserves the right to implement usage limits or monitoring mechanisms to prevent excessive or abusive use of AI functionality, and may notify Client if adjustments are needed to maintain service levels.
- c) Client Responsibilities. Client is responsible for any use of the Services through its account, including any results obtained from any use of the Services or conclusions, decisions, or actions based on such use. Client will maintain the confidentiality of account credentials used by Authorized Users to access the Services. Client will prevent unauthorized use of the Services and promptly notify TSO of any unauthorized use. Client agrees to not permit sharing of accounts or passwords.
- d) Suspension or Termination. TSO may, directly or indirectly, and by use of a TSO disabling device or any other lawful means, suspend, terminate, or otherwise deny Client's, any Authorized User's, or any other person's access to or use of any portion or all of the Services if TSO reasonably determines in its sole determination that any use of the Services by Client or an Authorized User is in breach of this Agreement or the Documentation, or may otherwise threaten the security, integrity or availability of the Services. TSO shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably practicable after the event giving rise to the Service

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suspension or termination is cured, unless permanent suspension is required (as determined by TSO's reasonable judgment). TSO will have no liability for any damage, liabilities, losses (including any loss of data, special, consequential, business, and or profits), or any other consequences that Client or any Authorized User may incur as a result of such a Service suspension or termination.

4) **Fair Use Policy [ONLY APPLICABLE IF DECKORATE EXEC SELECTED – OTHERWISE DISREGARD].**

The Services may include access to AI-powered features that rely on **Third-Party AI Services** and other third-party infrastructure with variable cost implications. To ensure equitable access and sustainable service delivery, TSO reserves the right to define and enforce reasonable usage thresholds (e.g., prompts or tokens per user per month). If Client materially exceeds such thresholds, TSO may, upon written notice:

- (a) Recommend an upgraded usage plan;
- (b) Apply additional fees based on usage volume; or
- (c) Throttle or temporarily limit access to AI functionality to maintain platform stability.

TSO will provide no less than thirty (30) days' notice prior to implementing any overage charges or usage limits, during which time Client may adjust usage or terminate the Services without penalty.

5) **Intellectual Property Ownership.**

- a) **TSO Intellectual Property.** Except for the rights granted in Section 2(b), as between Client and TSO, TSO owns and retains all rights, title, and interest, including all Intellectual Property rights, in and to the Services IP. Client acknowledges and agrees that the contents of the Services, as collated from various public domain, belong to other organizations / individual proprietors who may have legally recognized rights, title, ownership, privilege, and advantage regarding their respective trademark and/or copyrighted content ("**Trademarks and Copyrighted Content**"). Client and Authorized Users shall not use the Trademarks and Copyrighted Content, whether during the course of its trade or otherwise, except as permitted or allowed by law. TSO makes no representations, warranties or undertakings as to the accuracy or ownership of the Trademarks and Copyrighted Content in the Services. Any of TSO's proprietary AI Functionality and underlying algorithms that may be used in the Services are proprietary and confidential. Except as expressly permitted under this Agreement, Client may not use the Services to train any models or create competing AI technologies. TSO reserves the right to implement usage limits or monitoring mechanisms to prevent excessive or abusive use of AI functionality with Deckorate Exec, and may notify Client if adjustments are needed to maintain service levels.
- b) **Client License.** Except for the rights granted in Section 4(a), Client owns and retains all rights, title, and interest, including all Intellectual Property rights, in and to the Client Data. Client grants TSO and its contractors a worldwide, non-sublicensable, non-transferable, non-exclusive, royalty-free right to use the Client Data to (i) provide, maintain, and improve the Services and develop new features and services, and (ii) create and distribute reports and materials about the Services. TSO will not identify Client as a source of information for any report or material described in subsection (ii) of the preceding sentence without Client's permission. **TSO may collect and use anonymized usage data and interaction logs (e.g., feature usage frequency, system events, and performance metrics) for the purposes of maintaining and improving the**

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Services. This data will not include any Client Data, Confidential Information, or .ppt content.

For the avoidance of doubt, TSO will not use any Client Data as Training Data for AI Functionality — including presentation files, slide content, user prompts, or uploaded materials — to train or fine-tune AI models.

- c) Feedback. If Client or any of its employees or contractors transmits any communications or materials to TSO recommending changes to the Services IP ("**Feedback**"), TSO is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to TSO on Client's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and TSO is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever.
- d) Aggregated Statistics. TSO may monitor Client's use of the Services and collect and compile Aggregated Statistics. All right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by TSO. TSO may compile Aggregated Statistics based on Client Data input into the Services. Client further grants to TSO a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display all data incorporated within the Aggregated Statistics to the extent and in the manner permitted under applicable law; *provided* that such Aggregated Statistics do not identify Client or Client's Confidential Information.
- e) Reservation of Rights. TSO reserves all rights not expressly granted to Client in this Agreement. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, TSO Materials, or Third Party Content, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the TSO Materials, and the Third Party Content are and will remain with TSO and the respective rights holders in the Third Party Content.

6) **Fees and Payment**

- a) Fees. Client will pay TSO the fees for the Services set forth on **Schedule 1** (the "**Fees**"). If Client disputes any such Fees in good faith, then Client will notify TSO in writing prior to the date on which such Fees are due, and the parties will work together to resolve the dispute promptly. If the parties are unable to resolve a dispute within ten (10) days of Client's notice, each party shall have the right to seek any remedies it may have under this Agreement, notwithstanding anything to the contrary herein. All payments are due in U.S. dollars unless otherwise indicated by TSO. Client is responsible for providing complete and accurate billing and contact information to TSO and updating TSO of any changes. All Fees paid are non-refundable and not subject to set-off. The Fees will be subject to an annual increase of 5% each year effective January 1st.
- b) Late Payments. If any Fees are thirty (30) or more days overdue, TSO may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full, provided that TSO will give Client at least fifteen (15) days' prior written notice of the suspension. Past due amounts are subject to a finance charge of 1.5% per month (or the highest rate permitted by law) from the payment due date until paid in full.

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- c) Taxes. Client is responsible for all taxes, except those directly relating to TSO's net income, gross receipts, or capital stock. TSO will invoice Client for value added tax / sales tax when required to do so and Client will pay the tax unless Client provides TSO with a valid tax exemption certificate authorized by the appropriate taxing authority.
- d) Future Functionality. Client agrees that it has not relied on the availability of any future functionality of the Services or any other future product or service in executing this Agreement or any Order Form. Client acknowledges that information provided by TSO regarding future functionality should not be relied upon to make a purchase decision.

7) Audits

No more than once per calendar year, TSO or its nominee (including its accountants and auditors) may, in TSO's sole discretion, inspect and audit Client's use of the Services under this Agreement at any time during the Term. Client shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may be reasonably requested by or on behalf of TSO with respect to such audit. TSO shall only examine information directly related to Client's use of the Services and shall not compromise the security of confidential information of Client's customer's located in Client Systems. If an audit determines that Client's use of the Services exceeded the usage permitted by this Agreement, Client shall pay to TSO all amounts due for such excess use of the Services, together with any interest as provided under Section 5. If the audit determines that such excess use equals or exceeds 10% of Client's permitted level of use, in addition to paying TSO for such excess usage, Client shall also pay to TSO all costs incurred by TSO in conducting the audit. Client shall make all payments as a result of this Section in accordance with the Agreement's payment terms.

8) Security & Data Protection

- a) The Services may contain technological measures designed to prevent unauthorized or illegal use of the Services. Client acknowledges and agrees that TSO may use these and other lawful measures to verify Client's compliance with the terms of this Agreement and enforce TSO's rights, including all Intellectual Property Rights in and to the Services.
- b) The Parties will comply with the terms of the Data Protection Addendum ("**DPA**") which is attached hereto as **Schedule 3** and incorporated herein by this reference.

9) Representations and Warranties

- a) Each Party hereby represents and warrants that (i) it has the requisite power and authority to enter into this Agreement and carry out its obligations hereunder, and (ii) it will comply with all applicable laws, rules, regulations and orders of any governmental authority in its performance hereunder.
- b) Neither TSO nor the Client or Authorized Users are dealing with the Third Party Content in connection with the trade of goods or services originally associated with such Third Party Content. Client and Authorized Users acknowledge and agree that the collation of the Third Party Content as already available in the public domains through the Services is within the purview of fair use of Third Party Content by third parties. The Client acknowledges i) TSO can only provide Third Party Content that is publicly available and that TSO cannot guarantee such Trademark and Copyrighted Content is the most up-to-date or valid, and ii) the Third Party Content are owned by third parties and are being offered only as a convenience for lawful use.

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10) **Hosting of Deckorate Software** [ONLY APPLICABLE IF DECKORATE EXEC SELECTED – OTHERWISE DISREGARD].

The Parties acknowledge and agree that the Deckorate Software is hosted by Amazon Web Services (AWS). TSO will provision hosting in a region appropriate to Client's location or regulatory requirements. For UK-based Clients, the Services will be hosted within the UK or EU region.

11) **Limited Warranty**

- a) **Limited Warranty.** TSO warrants, for Client's benefit only, that for a period of thirty (30) days from the Effective Date of this Agreement (the "**Warranty Period**"), that (i) the Services will operate in substantial conformity with the applicable Documentation when installed, operated, and used as provided in the Documentation and in accordance with this Agreement, and (ii) no Maintenance Release, when correctly installed by Client in accordance with the Documentation and this Agreement will have a material adverse effect on the functionality of the Services. TSO's sole liability (and Client's sole and exclusive remedy) for any breach of this warranty shall be, at no charge to Client, for TSO to use commercially reasonable efforts to correct the reported non-conformity, or if TSO determines such remedy to be impracticable, either party may terminate the applicable Subscription Term and Client will receive as its sole remedy a refund of any Fees Client has pre-paid for use of the applicable Services for the terminated portion of the applicable Subscription Term. The limited warranty set forth in this Section shall not apply: (i) if Client fails to notify TSO within thirty (30) days of the date on which Client first identified the non-conformity, (ii) if the non-conformity was caused by misuse, unauthorized modifications, or third-party hardware, software or services, or (iii) for any use of the Services provided on a no-charge or evaluation basis. THE FOREGOING DOES NOT APPLY TO AND TSO STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE THIRD PARTY CONTENT.
- b) **Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 10(a), ALL LICENSED SERVICES, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS, AND SERVICES PROVIDED BY TSO ARE PROVIDED "AS IS." TSO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TSO MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SERVICES OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

12) **Delivery**

TSO shall deliver one copy of the Deckorate Software electronically to Client within fourteen [14] days of the Effective Date.

13) **Indemnification.**

- a) **By TSO.**
- i) **Indemnification.** Subject to Section 13 (b) and (c), TSO shall: (a) defend Client, its officers, directors, and employees against any third party suit, claim, or demand (each

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a "Claim") that alleges the Services or Documentation as provided by TSO, infringes any issued patent, copyright, or trademark or misappropriates any trade secret of, such third party; and (b) pay any court-ordered award of damages or settlement amount which may include any expense, liability, loss, damage, costs or reasonable attorneys' fees, each to the extent payable to a third party, to the extent arising from such Claims.

- ii) Mitigation. Notwithstanding the foregoing, if TSO reasonably believes that Client's use of any portion of the Services is likely to be enjoined by reason of any Claims then TSO may, at its expense and in its sole discretion: (i) procure for Client the right to continue using the Services; (ii) replace the Services with other products having substantially equivalent functions that are not subject to any Claims of infringement; or (iii) modify the Services so that there is no longer any infringement, provided that such modification does not materially and adversely affect the functional capabilities of the Services. If (i), (ii), and (iii) above are not available on commercially reasonable terms in TSO's judgment, TSO may terminate this Agreement and refund to Client the Fees paid by Client covering the remaining portion of the applicable Subscription Term for the Services after the date of termination.
- iii) Exception. The foregoing indemnification obligation of TSO shall not apply: (1) if the Services are modified by any party other than TSO, but solely to the extent the alleged infringement is related to such modification; (2) if the Services are combined with other non-TSO products, applications, or processes not authorized in writing by TSO, but solely to the extent the alleged infringement is related to such combination; (3) to the extent the Claim arises in connection with any unauthorized use of the Services, or use that is not in compliance with any applicable laws, regulations, and/or the Documentation; (4) to any third party products, processes or materials that are not provided by TSO; (5) to any Claims arising as a result of the content of the Client Data; or (6) to any Claims relating to use by Client of Third Party Content.
- iv) Exclusive Remedy. THIS SECTION SETS FORTH TSO'S SOLE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

b) By Client.

- i) Indemnification. Subject to Section 12(c), Client shall: (a) defend TSO and its Affiliates, and their respective officers, directors, and employees against any Claim alleging: (i) infringement or misappropriation of any third party intellectual property right arising from Client's use of the Third Party Content; (ii) damages due to a breach by Client of any representation, warranty, covenant, or obligation under this Agreement; or (iii) any violations by Client of applicable law; and (b) pay any court-ordered award of damages or settlement amount which may include any expense, liability, loss, damage, costs, or reasonable attorneys' fees, each to the extent payable to a third party, to the extent arising from such Claims.
- c) Process. Each party's indemnity obligations are subject to the following: (i) the indemnified party shall promptly notify the indemnifier in writing of any Claims (provided, however, that the failure to give prompt written notice shall not limit the rights to indemnification except to the extent that the indemnifier is materially prejudiced by such failure); (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to any Claims (provided that the indemnifier may not settle any Claims that require the indemnified party to admit any civil or criminal liability or incur any financial obligation without the indemnified party's consent, which

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consent shall not be unreasonably withheld); and (iii) the indemnified party shall cooperate fully to the extent necessary at the indemnifier's cost in such defense and settlement.

14) **Limitation of Liability**

- a) **No Indirect Damages.** Notwithstanding any provision of this Agreement and to the fullest extent permitted by law, neither Party shall be liable to the other Party for any special, consequential, or other indirect damages, even if the Parties have been advised of the possibility of the same, and without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort or otherwise).
- b) **Liability Cap.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT CLIENT HAS PAID OR IS PAYABLE FOR CLIENT'S USE OF THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES WILL TSO'S LICENSORS HAVE ANY LIABILITY UNDER THIS AGREEMENT.

15) **Term and Termination**

- a) **Term.** The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue until terminated pursuant to the terms of this Agreement.
- b) **Subscription Terms.** Unless otherwise set forth in **Schedule 1** or other order confirmation, subscriptions will only renew for subscriptions of the same length as the Initial Subscription Term, when either party gives the other notice of renewal at least thirty (30) days before the end of the Subscription Term.
- c) **Termination.**
 - i) Either party may terminate this Agreement without cause on 60 days' notice sent to address set forth in Section 16 (j). Client is responsible for paying actual license Fees up to and including the date of termination.
 - ii) Either party may terminate this Agreement if (a) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice, or (b) the other party ceases its business operations or becomes subject to insolvency proceedings.
- d) **Effect of Termination.** If this Agreement is terminated by Client pursuant to 14(c)(i), Client will immediately pay any unpaid Fees, including those covering the remainder of the Subscription Term to the extent permitted by applicable law. In no event will termination relieve Client of its obligation to pay any Fees payable to TSO for the period prior to the effective date of termination. If this Agreement is terminated by Client due to breach by TSO, TSO will refund Client any prepaid Fees covering the remainder of the Subscription Term after the effective date of termination.
- e) **Survival.** If this Agreement expires or is terminated, then (a) the rights granted by one party to the other will cease immediately except as otherwise set forth in this Section, and (b) the following Sections will survive: Definitions (Schedule 2), Intellectual Property Ownership (Section 4), Fees and Payment (Section 5), Limited Warranty (Section 10), Indemnification (Section 12), Limitation of Liability (Section 13), Effect of Termination (Section 14 d)) Confidentiality (Section 15), Miscellaneous (Section 16).

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16) **Confidentiality**

- a) **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Client Data, the terms of this Agreement, and Client's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products, or services.
- b) **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Product Terms and DPA provide additional terms regarding the disclosure and use of Client Data.
- c) **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d) **Remedies.** TSO and Client further acknowledge that a monetary remedy for a breach of this section may be inadequate and that such breach may cause the disclosing party irrevocable harm. In the event of a breach of the provisions of this section, the disclosing party will be entitled, without the posting of a bond and in addition to any monetary damage it may subsequently prove, to seek temporary and permanent injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions.
- e) **Return of Confidential Information.** All Confidential Information disclosed to the receiving party by the disclosing party, and all copies, excerpts and summaries thereof shall be and remain the property of the disclosing party. Upon termination or expiration of this Agreement and upon request of the disclosing party, the receiving party shall return or destroy such confidential information to the disclosing party, except the receiving party may retain a reasonable number of copies pursuant to its document retention practices solely for archival purposes, which copies continue to be subject to the provisions of this Agreement.

17) **Miscellaneous**

- a) **Entire Agreement.** This Agreement (including any Schedules hereto) constitutes the entire agreement between TSO and Client with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous agreements whether written or oral, including any non-disclosure agreements. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless set forth in writing and signed by the parties. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: Schedule 1, the DPA, the Agreement, and the Documentation.
- b) **Assignment.** Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each

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case whether voluntarily, involuntarily, by operation of law, or otherwise, without TSO's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this section is void. This Agreement is binding on and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

- c) Force Majeure. Except with regard to any payment obligations set forth herein, neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, epidemic, act of war or terrorism, labor disputes, governmental action, utilities failures, and Internet disturbance) that was beyond its reasonable control.
- d) Export Regulation. The Services may be subject to US export control laws, including the US Export Control Reform Act and its associated regulations. Client will not directly or indirectly, export, re-export, or release the Services to, or make the Services accessible from, any country, jurisdiction or Person to which export, re-export, or release is prohibited by applicable Law. Client will comply with all applicable Laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the US.
- e) US Government Rights. Each of the Documentation and the Services components that constitute the Services is a "commercial product" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer Services" and "commercial computer Services documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Services and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government Clients and their contractors.
- f) No Third-party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- g) Waiver. No failure or delay by either party in exercising a right under this Agreement will constitute a waiver of that right. A waiver of a default is not a waiver of any subsequent default.
- h) Publicity. Client agrees that TSO may use Client's name and may disclose that Client is a licensee the Services in TSO advertising, press, promotion, marketing materials, and similar public disclosures (including client lists and website use).
- i) Severability. If a court of competent jurisdiction finds any term of this Agreement to be unenforceable, the unenforceable term will be modified to reflect the parties' intention and only to the extent necessary to make the term enforceable. The remaining provisions of the Agreement will remain in effect.
- j) Venue and Dispute Resolution. This Agreement and all claims arising out of or related to this Agreement are governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York. Each Party must bring any claim or action in connection with this Agreement in the appropriate Federal or State court located in New York County, and the Parties irrevocably consent to the exclusive jurisdiction of such court.

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- k) Notices. Any notice required or that may be given hereunder shall be in writing and shall be delivered personally or sent by certified, registered or express mail, postage prepaid or overnight courier (provided evidence of receipt can be verified). The Parties agree that notification shall be sent as follows:

To TSO:

Attn: Legal Department

With an electronic copy to:
notices@williamslea.com

To Client:

Client consents to receiving electronic communications via Client's general email or Client's email used in executing this Agreement unless Client notifies TSO of an alternative notice location.

- l) Counterparts; Electronic and Digital Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission ("pdf" or "tif") shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. In addition, each Party expressly agrees to the use and acceptance of electronic signatures, whether digital or encrypted, and that the electronic signature of a Party shall have the same force and effect as a manual signature.

[signature page follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

<< CLIENT LEGAL ENTITY NAME >>

Name: _____

Title: _____

Date: _____

THE STATIONERY OFFICE LIMITED

Name: _____

Title: _____

Date: _____

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SCHEDULE 1

AUTHORIZED USERS/SEATS

- Client has selected the following number of seats:
- The total number of Authorized Named Users of Client using the Services at any given time may not exceed .
- **Client shall maintain an updated list of the name and contact information of each new Authorized User and shall remove any individuals who are no longer Authorized Users. Client shall provide TSO via email with an up-to-date electronic list of Authorized Users on a monthly basis.**

FEES

<i>Monthly Volume Tiers</i>	<i>DecKorate Pro Monthly Subscription</i>	<i>DecKorate Exec Monthly Subscription</i>	<i>Discount</i>
<i>Up to 100 seats</i>		<i>£40</i>	
<i>101 - 500</i>		<i>£38</i>	
<i>501 - 1,000</i>		<i>£36</i>	
<i>1001 - 2,500</i>		<i>£32</i>	
<i>2,501 - 5,000</i>		<i>£28</i>	
<i>5,000 - 10,000</i>		<i>£24</i>	
<i>10,000+</i>			

* Subject to an annual fee increase of __% per year

SUBSCRIPTION TERM

Initial Subscription Term: _____ years from the Effective Date

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SCHEDULE 2

DEFINITIONS

- 1) **"Access Credentials"** means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.
- 2) **"Action"** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.
- 3) **"Affiliate"** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise/ownership of more than fifty 50 % of the voting securities of a Person.
- 4) **"Aggregated Statistics"** means data and information related to Client's use of the DeckKorate Software that is used by TSO in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the DeckKorate Software.
- 5) **"Authorized User"** means Client's employees, consultants, contractors, and agents (a) who are authorized by Client to access and use the DeckKorate Software under the rights granted to Client pursuant to this Agreement; and (b) for whom access to the DeckKorate Software has been purchased hereunder.
- 6) **"Client Data"** means, other than Aggregated Statistics, information, data, Personal Data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or an Authorized User through the DeckKorate Software.
- 7) **"Client Systems"** means the Client's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Client or through the use of third-party services.
- 8) **"Documentation"** means TSO's user guides, specifications, instructions, and all other information relating to the Services.
- 9) **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 10) **"Maintenance Release"** means any update, upgrade, release, or other adaptation or modification of the Software, including any updated Documentation, that Licensor may provide to Licensee from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface,

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functionality, compatibility, capabilities, performance, efficiency, or quality of the Software, but does not include any new version.

- 11) "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 12) "**Personal Data**" shall refer to any information relating to an identified or identifiable natural person ("data subject").
- 13) "**Personal Data**" has the meaning given to it in Schedule 1.
- 14) "**Process**" means to take any action or perform any operation or set of operations that the Services is capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. "**Processing**" and "**Processed**" have correlative meanings.
- 15) "**Services IP**" means the Services, the Documentation, and any and all intellectual property owned by TSO and made available to Client or any Authorized User in connection with the foregoing. Services IP includes Aggregated Statistics and any information, data, or other content derived from TSO's monitoring of Client's access to or use of the Services but does not include Client Data.
- 16) "**Services**" means the Deckorate Software, which is a secure web-based add-in application that interacts with office documents to enable a user to select and embed external data into office documents. The Services may be amended, restated, supplemented, and/or modified from time to time.
- 17) "**Third-Party Products**" means any third-party products provided with or incorporated into the Services, including without limitation Amazon Web Services.
- 18) "**Third-Party Content**" means publicly available, third-party content identified and selected by an Authorized User using the Services.
- 19) "**TSO Materials**" means the Services, Specifications, Documentation, and TSO Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, Deckorate Software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by TSO or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or TSO Systems. For the avoidance of doubt, TSO Materials include Resultant Data and any information, data, or other content derived from TSO's monitoring of Client's access to or use of the Services, but do not include Client Data.
- 20) "**AI Functionality**" means any artificial intelligence, machine learning, natural language processing, or other algorithmic functionality made available as part of the Services, whether developed by TSO or provided by a Third-Party AI Service.
- 21) "**AI Input**" means any data, content, information, or other material submitted to the AI Functionality by or on behalf of Client or an Authorized User for the purpose of generating AI Output.

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- 22) **"AI Output"** means any data, content, information, or other material generated or returned by the AI Functionality in response to AI Input.
- 23) **"Third-Party AI Service"** means any artificial intelligence models, APIs, or services developed, hosted, or operated by a third party and integrated into, or accessed through, the Services.
- 24) **"Training Data"** means data used to train, fine-tune, or otherwise improve AI Functionality, which may include public data, licensed data, and synthetic data, but excludes Client Data except to the extent expressly agreed in writing by the Parties.