

SMARTBOX SERVICE TERMS AND SPECIFICATION

With effect from the Service Commencement Date (defined below), the Service Provider (Xerox (UK) Limited) shall provide the Customer (II) with:

1. Access to Smartbox.ai for <xx> months;
2. A maximum annual data processing allowance of <xx> GB for every 12 months from the Service Commencement Date;
3. <x> days training, support and onboarding, with a maximum number of <x> trainees per training session.

Customer shall pay the Service Provider the charges as detailed in Appendix 3.

The access to Smartbox.ai and the annual data processing allowance shall be provided to the Customer by Service Provider in accordance with both the SB Data Sharing Agreement and Smartbox.ai's mandated Service and Software Licence Terms, both as shown or detailed below.



SB_Data Sharing
Agreement.pdf

SERVICE AND SOFTWARE LICENCE TERMS

In respect of the provision of the Services, the Customer agrees to accept the Terms and Conditions as detailed below (Software and Software Licence Terms).

PLEASE READ CAREFULLY BEFORE ACCESSING ANY SMARTBOX.AI SERVICES OR SOFTWARE:

These Terms and Conditions, together with the Sign-up (i.e. **the subscription form, order form or other process whereby you sign up or otherwise subscribe for Smartbox.ai's services**), are for the provision of Smartbox.ai cloud-based software services to you.

These Terms and Conditions permit you to use those services for so long as you pay the applicable Fees and are not in breach of your obligations. You do not become the owner of any software or other material provided by Smartbox.ai to you. Smartbox.ai remains the owner of all software and other material at all times.

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply or where terms are capitalised but not defined shall have the meanings given to them herein.

Agreement: the agreement between Customer and Service Provider for the Services, which include the terms stated in the Sign-up.

Business Day: any day which is not a Saturday, Sunday or public holiday in England and Wales.

Commencement Date: the Service Commencement Date.

Confidential Information: means

- (a) in the case where Smartbox.ai is the receiving party:
 - (i) all Customer Data; and
 - (ii) all information obtained by Smartbox.ai or any of its representatives (whether directly or indirectly) from the Customer, or their representatives, relating to the Services or this Agreement; and
- (b) in the case where the Customer is the receiving party, all information obtained by Customer (whether directly or indirectly) from Smartbox.ai or its representatives, relating to Smartbox.ai, the Services, this Agreement or which is identified as Confidential Information in clause 9.4;

and, in all cases, shall include all copies of any such information prepared by the directors, officers or employees of the receiving party or any of its representatives which contains or otherwise reflects or is generated from such information.

Customer Data: the information and data relating to the Customer and/or its customers which is (a) data provided by the Customer and Users and inputted by the Customer or Users (or by Smartbox.ai on its behalf) for the purposes of using the Services or (b) the specific details of each transaction between the Customer and any User arising from a use of the Services.

Customer IPR: means IPR owned by or licensed by third parties to the Customer.

Data Deletion Procedure: the procedure, as specified within the Services, for the deletion of all Customer Data from Smartbox.ai's system.

Data Sharing Agreement: the data sharing agreement provided to the Customer and Customer agrees that the Data Sharing Agreement forms part of this Agreement.

Fees: the charges as detailed [at Appendix 3] OR [in the agreement between Customer and Service Provider and as further referred to in Clause 7]

Indemnified Party: means the Customer (in the case of any claim to which clause 10.1 applies) and Service Provider and/or Smartbox.ai (in the case of any claim to which clause 10.2 applies).

Indemnifying Party: means Service Provider and/or Smartbox.ai (in the case of any claim to which clause 10.1 applies), and the Customer (in the case of any claim to which clause 10.2 applies).

IPR: rights in patents, copyright, moral rights, database rights, trade marks, trade and business names, rights to sue for passing off, rights in the nature of unfair competition rights, trade secrets, confidentiality and other proprietary rights including rights to know-how and other technical information (in each case whether registered or unregistered and including applications to register any of the foregoing) and all rights in the nature of any of the foregoing anywhere in the world.

IPR Claim: any claim to which clause 10.1 or 10.2 applies.

Level: the particular level of the Services to which the Customer has subscribed, by reference to one or more of the following: storage, number of authorised Users, upload allowance, and/or functionality or features.

Losses: losses, claims, damages, costs, charges, expenses and liabilities (including reasonable legal fees and disbursements).

Minimum Period: the period for which the Customer has previously paid or is liable to pay.

[Notice Period: not less than ninety (90) days prior notice, such notice to expire not earlier than the end date of any minimum contract period or term specified in the agreement between Customer and Service Provider]

Services: the Smartbox.ai services, as such services and the relevant Level of those services are described [in Appendix 1 and further in Appendix 2] OR [in Customer's agreement with Service Provider].

Sign-up: the subscription form, order form or other process whereby the Customer signs up or otherwise applies to subscribe for the Services, with the agreement of Smartbox.ai, irrespective of whether such

process was automated, online, manual or a combination. For the avoidance of doubt, a purchase order (or equivalent) issued by the Customer shall not be deemed to be a Sign-up unless and to the extent Smartbox.ai has otherwise expressly agreed in writing.

Smartbox.ai: means Smartbox.ai Limited

Smartbox.ai Data: all information and data generated by Smartbox.ai in connection with the Services.

Smartbox.ai IPR: means IPR owned by or licensed by third parties to Smartbox.ai (including any IPR comprised in the Software).

Software: software developed by Smartbox.ai:

- (a) used by Smartbox.ai in facilitating the providing of the Services; or
- (b) which is provided to the Customer or Users to enable them to use the Services.

Specification: the specification of the Services set out in Appendix 1 to these Terms and Conditions.

Subscription Period: the period beginning on the Commencement Date and ending on termination of this Agreement.

Third Party IPR: IPR owned by a person other than the Customer or Smartbox.ai.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK.

Usage Data: anonymous usage data regarding the activities carried out by the Customer or Users.

Users: individuals using the Services, and who are authorised to do so, as contemplated by the Sign-up and the relevant Level, if any.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Where this Agreement refers to or link to a document, such reference or link shall be deemed to be a reference or link to that document as it is from time to time amended or replaced. If any such document is amended or replaced, Smartbox.ai or Service Provider will notify the Customer of such change as soon as reasonably practicable.

1.3 In the case of any conflict between the Sign-up and these Terms and Conditions, the provisions of the Sign-up shall prevail.

1.4 References to a month or monthly shall be deemed to refer to a period starting on a particular day (e.g. the 10th) in a calendar month and ending on the preceding day (e.g. the 9th) in the following calendar month.

1.5 References to clauses are to the clauses of these Terms and Conditions. Clause headings shall not affect the interpretation of these Terms and Conditions.

1.6 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.7 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.9 A reference to writing or written includes e-mail.

2. SUBSCRIPTION TO USE THE SERVICES

2.1 Subject to the Customer paying the Fees in accordance with this Agreement, the restrictions set out in this clause 2 and the other clauses of these Terms and Conditions, the Services shall be provided from the Commencement Date until the end of the Subscription Period.

2.2 Each party shall use all reasonable endeavours not to:

(a) distribute or transmit any Viruses on to the information technology systems of the other party, or

(b) access, store, distribute or transmit any material during the course of the provision or use of the Services that:

(i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(ii) facilitates illegal activity;

(iii) depicts sexually explicit images;

(iv) promotes unlawful violence;

(v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or

(vi) causes damage or injury to any person or property;

and, in respect of the Customer's use of the Services, Service Provider reserves the right, upon 5 Business Days' notice, to disable the Customer's access to any material that breaches the provisions of this clause, save in exceptional circumstances where Customer's access to such materials is necessary for legal or regulatory purposes.

2.3 The Customer shall not, for the duration of the Subscription Period:

(a) except as may be allowed by any applicable law or regulation which is incapable of exclusion by agreement between the parties or except to the extent permitted under this Agreement:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or the Software (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services or the Software in order to build a product or service which competes with the Services; or

(c) use the Software or the Services to:

(i) provide services to third parties; or

(ii) unless and to the extent otherwise expressly stated in the Specification, market, promote the use of or otherwise publicize the products or services of any person other than the Customer;

(i) (without prejudice to the ability of the Customer or Users to use the Services in the manner described in the Specification); or

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software or the Services available to any third party (without prejudice to the ability of the Customer or Users to use the Services in the manner described in the Specification); or

(e) attempt to obtain, or assist third parties in obtaining, access to the Software or the Services other than as permitted under this Agreement.

2.4 The Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the online administration facilities available to the Customer in relation to the Software or the Services and, in the event of Customer becoming aware of any such unauthorised access or use, promptly notify Service Provider in writing.

3. DATA PROTECTION

3.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

3.2 The terms: controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures and terms and expressions used in this clause 3 and not defined in these Terms and Conditions shall have the meaning assigned to them in the Data Protection Legislation.

3.3 The parties further acknowledge that:

(a) if Smartbox.ai processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the controller and Smartbox.ai is the processor for the purposes of the Data Protection Legislation; and

(b) the scope, nature and purpose of processing by Smartbox.ai, the duration of the processing and the types of personal data and categories of data subject shall be as stated in the Data Sharing Agreement.

3.4 Without prejudice to the generality of clause 3.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Smartbox.ai for the duration and purposes of this Agreement so that Smartbox.ai may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf.

3.5 Without prejudice to the generality of clause 3.1, Smartbox.ai shall, in relation to any personal data processed in connection with the performance by Smartbox.ai of its obligations under this Agreement:

(a) process that personal data only on the documented written instructions of the Customer unless Smartbox.ai is required by the laws of any member of the European Union or by the laws of the European Union applicable to Smartbox.ai and/or Domestic UK Law (where Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data. Where Smartbox.ai is relying on Domestic UK Law as the basis for processing personal data, Service Provider shall promptly notify the Customer of this before performing the processing required by the Domestic UK Law unless that Domestic UK Law prohibits a party from so notifying the Customer;

(b) not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

(i) the Customer or Smartbox.ai has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

- (iii) Smartbox.ai complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- (iv) Smartbox.ai complies with reasonable instructions notified to it in advance by the Customer (or Service Provider on Customer's behalf) with respect to the processing of the personal data;
- (c) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (d) notify the Customer (including via Service Provider) without undue delay on becoming aware of
 - (i) a personal data breach; or
 - (ii) a formal complaint concerning, or regulatory interest in, the processing of Customer Data by or on behalf of Smartbox.ai;
- (e) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use);
- (f) maintain complete and accurate records and information to demonstrate its compliance with this clause 3 and immediately inform the Customer if, in the opinion of Smartbox.ai, an instruction infringes the Data Protection Legislation;
- (g) ensure that its staff are aware of the confidential nature of the Customer Data, are appropriately trained in matters relating to data protection and subject to contractual obligations of confidentiality; and
- (h) not use the Customer Data for training large language models or other forms of artificial intelligence or use the Customer Data for any purpose other than the provision of the Services, without the Customer's express prior written consent.

3.6 Each party and Smartbox.ai shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

3.7 The Customer consents to Smartbox.ai appointing a third party processor of personal data under this agreement. Smartbox.ai (including via Service Provider) will notify the Customer of any such appointment and confirms that it will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business which reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Smartbox.ai, Smartbox.ai shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 3.

4. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist Users to access the online or other electronic content, products or services of third parties. Neither Smartbox.ai nor Service Provider makes any representation or commitment and shall have no liability or obligation whatsoever in relation to such content, products or services, or any transactions completed or any contracts entered into by Users with any such third party. Any such contract entered into and any such transaction completed by any User is with the relevant third party, not with Smartbox.ai or Service Provider. The Customer and/or Users should refer to the third party's terms and conditions and privacy policy prior to any usage. Smartbox.ai does not endorse or approve any third-party or its content, products or services made available via the Services.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 Service Provider warrants and undertakes that it (or Smartbox.ai where obligations are performed directly) will perform its obligations under this Agreement (and/or procure that its obligations are performed):

- (a) in accordance with the Services as detailed herein and the Specification; and
- (b) in compliance with all applicable laws and regulations with respect to its activities under this Agreement.

5.2 The undertakings at clause 5.1(a) shall not apply to the extent of any non-conformance which is caused by use of the Services by the Customer other than as permitted under this Agreement, or modification or alteration of the Services by the Customer (or any other person authorised or allowed by the Customer to use or access the Services) other than as permitted under this Agreement.

5.3 Notwithstanding the foregoing, Service Provider/Smartbox.ai does not warrant that the Customer's or User's use of the Services will be uninterrupted or error-free; nor that the Services and/or the information obtained by the Customer or any User through the Services will meet their requirements or expectations beyond agreed contractual obligations.

5.4 Service Provider shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.5 [Not used]

5.6 Service Provider warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

5.7 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 and any other applicable legislation are, to the fullest extent permitted by law, excluded from this Agreement.

6. CUSTOMER'S OBLIGATIONS

The Customer shall:

(a) provide Smartbox.ai/Service Provider with:

- (i) all reasonably necessary co-operation in relation to this Agreement; and
- (ii) all necessary access to such information as may reasonably be required;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services (in each case subject to such confidentiality and security restrictions as are reasonably necessary in the circumstances);

(b) comply with all applicable laws and regulations with respect to its activities under this Agreement;

(c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, any agreed timetable or delivery schedule may be adjusted as reasonably necessary;

(d) obtain and shall maintain all necessary licences, consents, and permissions necessary for the performance of the obligations under this Agreement;

(e) ensure that its network and systems comply with the relevant specifications provided by Smartbox.ai/Service Provider from time to time; and

(f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Smartbox.ai's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet (other than to the extent caused by the act or omission of the Customer or any of its sub-contractors).

7. FEES AND PAYMENT

7.1 The Customer shall pay the Fees to the Service Provider in accordance with [Appendix 3] OR [the agreement between them].

8. PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

8.1 The Customer acknowledges and agrees that Smartbox.ai and/or its licensors own all IPR in the Software and the Services (excluding, for the avoidance of doubt, the Customer Data and any other information or materials provided by the Customer). Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, IPR in respect of the Software or the Services.

8.2 Service Provider (itself or via Smartbox.ai) confirms that it has all the rights in relation to the Software and the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, this Agreement.

8.3 Service Provider (itself or via Smartbox.ai) hereby grants (and shall procure the grant of) for the duration of the Subscription Period a royalty-free, non-exclusive licence of Smartbox.ai IPR (and, to the extent it is used in the provision of the Services and is needed for the receipt and use of the Services under this Agreement, Third Party IPR) to the Customer, for the purpose of and to the extent necessary for the receipt and use of the Services.

8.4 Customer hereby grants (and shall procure the grant of) for the duration of the Subscription Period a royalty-free, non-exclusive licence of the Customer IPR (with no right to sub-licence other than to Smartbox.ai/Service Provider's sub-contractors solely for the purposes of this Agreement) to Smartbox.ai/Service Provider solely to the extent necessary to provide the Services (and for no other purpose) in accordance with this Agreement.

8.5 The Customer shall own all rights, title and interest in and to all of the Customer Data. Save as described in this Agreement, Smartbox.ai/Service Provider shall have no responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

8.6 The Customer hereby grants Smartbox.ai/Service Provider a non-exclusive, non-transferable licence to hold and use the Customer Data solely to the extent necessary for providing the Services for the duration of Subscription Period.

8.7 The parties agree and acknowledge that Smartbox.ai shall own the Usage Data.

9. CONFIDENTIALITY

9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information to the extent that it:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;

- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 9.2 Each party shall hold the other's Confidential Information in confidence (with at least the same security measures and degree of care that would apply to its own confidential information) and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than for the purposes of this Agreement.
- 9.3 Each party shall ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents or sub-contractors in violation of this Agreement.
- 9.4 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Smartbox.ai's Confidential Information.
- 9.5 Smartbox.ai and Service Provider acknowledge that the Customer Data is the Confidential Information of the Customer.
- 9.6 This clause 9 shall survive termination of this Agreement, however arising.

10. INDEMNITY

10.1 Smartbox.ai//Service Provider shall indemnify the Customer for Losses in connection with any claim against the Customer or any User by a third party of alleged or actual infringement of any Third Party IPR arising out of or in connection with the use of the Software in accordance with this Agreement (save to the extent it concerns any services, data or documents to which clause 10.2 applies).

10.2 The Customer shall indemnify Smartbox.ai/Service Provider against Losses in connection with any claim against Smartbox.ai/Service Provider by a third party of alleged or actual infringement of any Third Party IPR arising out of or in connection with the use by Smartbox.ai/Service Provider in accordance with this Agreement of any services, data or documents provided by or on behalf of the Customer to Smartbox.ai/Service Provider pursuant to this Agreement.

10.3 The Indemnified Party shall:

- (a) give to the Indemnifying Party prompt notice of any IPR Claim of which it becomes aware;
- (b) not make any admission or take any other action, which might be prejudicial thereto without the prior consent of the Indemnifying Party (such consent not to be unreasonably withheld or delayed);
- (c) give to the Indemnifying Party conduct of any litigation which may ensue and all negotiations for a settlement of the IPR Claim (provided that the Indemnifying Party shall consult in good faith with Indemnified Party on an ongoing basis in respect of such IPR Claim, and shall take into account the reasonable commercial interests of in connection therewith);
- (d) give to the Indemnifying Party, at the Indemnifying Party's request and expense, all reasonable assistance in connection with any such IPR Claim; and
- (e) use reasonable steps to mitigate its Losses.

10.4 If any IPR Claim under clause 10.1 prevents the Customer or any User from receiving, using or enjoying the benefit of the Services, Service Provider shall:

- (a) procure the right for the Customer and/or User to continue using the Services; or
- (b) (at no cost to Customer) replace or modify the Services so that they become non-infringing (and Smartbox.ai/Service Provider shall remain bound by its obligations under this Agreement in respect of that Service).

10.5 In no event shall Smartbox.ai/Service Provider, its or their employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Software or Services by the Customer (or any other person authorised or allowed by the Customer to use or access the Software or Services), unless such modification was requested by Smartbox.ai/Service Provider or is otherwise permitted under this Agreement; or
- (b) the Customer's use of the Software or Services in a manner otherwise than in accordance with this Agreement; or
- (c) the Customer's use of the Software or Services after at least 5 Business Days written notice of the alleged or actual infringement from Smartbox.ai/Service Provider or any appropriate authority.

11. LIMITATION OF LIABILITY

11.1 Notwithstanding anything else in this Agreement neither party excludes or limits its liability for death or personal injury caused by its negligence; fraud; or any other loss, liability for which may not legally be limited.

11.2 Subject to clauses 11.1 and 11.4, neither party shall be liable to the other party (whether in contract, tort (including negligence), misrepresentation or for breach of any duty (including strict liability) or otherwise) under or in connection with this Agreement (including the supply or non-supply of the Services) for any:

- (a) indirect or consequential loss or damage;
- (b) any loss of future business, sales, or future profits;
- (c) loss of use or corruption of software, data or information, or
- (d) loss of anticipated savings,

provided that this clause 11.2 shall be without prejudice to the Customer's obligation to pay the Fees.

11.3 Subject to clause 11.1, and save in relation to the liabilities described in clause 11.4, the maximum aggregate liability of either party under or in connection with this Agreement in contract, tort (including negligence), misrepresentation, for breach of duty (including strict liability) or otherwise shall be, in respect of any Losses resulting from any and all events in any 12 month period, an amount equal to the total Fees paid or to be paid by the Customer in that 12 month period, provided that this clause 11.3 shall be without prejudice to Customer's obligations to pay Fees due in accordance with this Agreement.

11.4 The limitations on and exclusions of liability set out in clauses 11.2 and 11.3 shall not apply to:

- (a) the indemnities given under this Agreement in clauses 10.1 and 10.2;
- (b) any breach of clause 3 (which shall have a limitation of liability of £2,000,000; or
- (c) fraud or fraudulent misrepresentation.

11.5 Without prejudice to any other provision of this Agreement, the Customer acknowledges that the accuracy and completeness of redactions and other outputs of the Services are not guaranteed by Smartbox.ai or Service Provider and it is the Customer's responsibility to review and check all such outputs.

12. TERM AND TERMINATION

- 12.1 This Agreement shall, unless otherwise terminated as provided in the Sign-up or this clause 12, commence on the Commencement Date and shall continue indefinitely until and unless:
- (a) the Customer gives written notification of termination to Service Provider, the minimum period of such notification being at least the Notice Period, in which case this Agreement shall terminate upon the expiry of the Notice Period; or
 - (b) Service Provider gives written notification of termination to the Customer, the minimum period of such notification being at least the Notice Period, in which case this Agreement shall terminate upon the expiry of the Notice Period; or
 - (c) otherwise terminated in accordance with the provisions of this Agreement.
- 12.2 **The Customer shall complete the Data Deletion Procedure on or by the date of termination of this Agreement. Notwithstanding clause 12.1 above, if the Customer fails to complete the Data Deletion Procedure by such date, the Customer shall be liable for the reasonable fees incurred in respect of any Customer Data continuing to be stored on Smartbox.ai's system.**
- 12.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:
- (a) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - (d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - (f) the other party ceases, or threatens to cease, to trade; or
 - (g) the other party takes or suffers any similar or analogous action in 12.1(b) to (e) in any jurisdiction in consequence of debt.
- 12.4 Following expiry or termination of this Agreement:
- (a) all licences granted under this Agreement shall immediately terminate;
 - (b) each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;
 - (c) Service Provider (via Smartbox.ai) will provide the Customer Data in an agreed CSV format within 10 days of the date of termination of this Agreement and it and Smartbox.ai will then be obliged to destroy all Customer Data stored within its systems; and

(d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

13. FORCE MAJEURE

13.1 Neither the Customer nor Service Provider/Smartbox.ai (respectively) (the **Affected Party**) shall be liable to the other Party (the **Claiming Party**) for delay or failure to perform its obligations (other than an obligation of payment) to the extent that such delay or failure results from an Event of Force Majeure provided that:

(a) the Affected Party has used its reasonable endeavours to mitigate the effect of such circumstances and to continue to perform its affected obligations; and

(b) the Affected Party shall not be excused performance of its obligations unaffected by an Event of Force Majeure.

13.2 The Affected Party shall:

(a) on the occurrence of an Event of Force Majeure, promptly notify the Claiming Party (such notice to contain details of the circumstances giving rise to the Event of Force Majeure and its anticipated duration); and

(b) upon the cessation of the Event of Force Majeure, promptly notify the Claiming Party and recommence performance of its affected obligations.

13.3 If a delay or failure to perform any of the Affected Party's obligations under this Agreement due to an Event of Force Majeure continues for more than 30 days, the Claiming Party shall be entitled to terminate this Agreement.

13.4 For the avoidance of doubt, on any cessation of a Service pursuant to this clause 13, the Claiming Party shall have no liability to Service Provider or Smartbox.ai in respect of any Fees for such Service which would have otherwise been payable but for such cessation.

14. GENERAL

14.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

14.2 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.3 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

14.4 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

14.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

14.6 This Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

14.7 Except in the case of fraud or fraudulent misrepresentation, each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

- 14.8 The Customer shall not, without the prior written consent of Service Provider, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 14.9 Service Provider may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 14.10 Service Provider shall be permitted to sub-contract performance of its obligations under this Agreement but it shall not thereby be relieved of any of its obligations under this Agreement.
- 14.11 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.12 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns, and Service Provider) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.13 Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent to the email address of the recipient specified in writing during the Sign-up or to such other email address in the United Kingdom as the recipient may designate by notice given in accordance with the provisions of this clause 14.13. Any such notice may be delivered by email and shall be deemed to have been served when transmitted.
- 14.14 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.
- 14.15 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1 - Smartbox.ai Specification

Smartbox.ai is a software-as-a-service provided by Smartbox.ai. The service is designed to store and analyse data to help customers identify sensitive information within their documents.

Information identified in the course of analysis of documents is made available in a variety of tools to help customers generate meaningful reports.

Smartbox.ai also provides tools to support redaction of documents on a per-document basis, as well as featuring bulk-redaction functionality.

The service supports documents in the most common modern Office and text formats. Most notably: Documents (.txt, .doc, .docx), Presentations (.ppt, .pptx), Spreadsheets (.xls, .xlsx), Email archives (.pst).

Documents can be downloaded in their original form, without redactions, or as a fully rasterised PDF file with redactions applied.

Appendix 2 - Smartbox.ai Support

(b) Smartbox.ai will support the Platinum Partner and its customers in the following ways.

Sales Support provided by Smartbox.ai to the Platinum Partner.

- **Account Management:** Smartbox.ai will allocate a dedicated Account Team to oversee the relationship management between Smartbox.ai and the Platinum Partner. In this case, the team will initially consist of Darren Spence (Chief Executive Stakeholder), Ben Pickles (Client Director), Dave Singh (Client Manager) and Charlie Cassidy (Client Executive). In addition to those mentioned, many other Smartbox.ai specialists will be involved in Client-specific demonstrations and commercial negotiations. When deemed necessary, Smartbox.ai will update the Platinum Partner of any changes to the Account Management Team.
- **Product/value proposition training:** Smartbox.ai will provide regular sales training to the Platinum Partner's sales teams so that new sales staff can be inducted, and existing sales staff can be refreshed and updated on the latest product features, case studies, etc.
- **Commercial support:** The Smartbox.ai Account Management team will assist wherever possible to help put together any commercial illustrations and supporting materials as required.
- **Presales support:** Smartbox.ai will provide written responses to technical questionnaires, such as Data Protection Impact Assessments.

Technical Support provided by Smartbox.ai to the Platinum Partner.

Smartbox.ai will provide whatever relevant technical pre-sales support is needed to help the Platinum Partner win business.

Technical Support provided by Smartbox.ai to the Platinum Partner's customers.

Customer Onboarding:

- When a standard "Public Cloud" deal has been won, Customers will be set up with an account in just a few moments. The Smartbox.ai customer success team will manage this process.
- When a dedicated "Private Cloud" deal has been won, the Smartbox.ai customer success team will work with the customer and provision the bespoke environment accordingly. Invariably this involves the configuration of more advanced security features, such as IP lockdowns, and enhanced capacity planning.

Customer Training:

- As standard, all customers receive a 1-day (fundamentals) hands-on training course; this covers the product core concepts and all supporting materials.
- Customers may elect to receive a 2-day (advanced) training course. This includes the above as well as a more in-depth review of more technical information such as how to design regular expressions and export data from sources like MS365.

(c) Post-Sales Support

There are 4 workflows for submitting tickets to Smartbox.ai Support:

Customer > Smartbox.ai

- Workflow 1: Customer will send their request directly to the Smartbox.ai support email address support@smartbox.ai. As soon as the email is received, an automatic reply will be sent to them to acknowledge receipt. Following that, the Customer Success team will contact the customer within the first hour (according to working days and business hours). The resolution time will be based on the priority of the request.
- Workflow 2: Customers will submit a ticket in our support helpdesk "Freshdesk". Once received, the Customer Success team will contact the customer within the first hour (according to working days and business hours). The resolution time will be based on the priority of the ticket.

Customer > Platinum Partner > Smartbox.ai

- Workflow 3: The Platinum Partner will receive the Customer's request and then forward it to support@smartbox.ai. The requests need to be forwarded as soon as possible (Ideally within the first hour the Platinum Partner receives them). Once the request is received, the Customer Success team will notify the Platinum Partner and will contact the Customer within the first hour (according to working days and business hours). Xerox will get notified when the issue is resolved.
- Workflow 4: The Platinum Partner will submit a ticket in our support helpdesk "Freshdesk" "on behalf of the Customer. The ticket should be created as soon as the Customer's request is received and should include all the necessary information (this includes: the request + the Customer's details). Once the request is received, the Customer Success team will contact the Customer within the first hour (according to working days and business hours) and try to resolve the issue according to the SLA.

If a ticket is submitted to Smartbox.ai by the Platinum Partner on behalf of a Customer, we require the following information to be included in order to meet the resolution timeframe:

- Which Customer – for effective troubleshooting
- Which Customer contact – for communication
- Any relevant information about the issue

Service Level Agreement (SLA)

All incoming tickets are assigned a priority based on the impact of the question/issue on the ability to perform system functionality.

Priority	Resolution (working days)	Description
Urgent	1	A complete business down situation or single critical system down with high financial impact. The client is unable to operate.
High	5	The Customers' core business is unaffected, but the issue is affecting efficient operation by one or more people.

Medium	10	The issue is an inconvenience or annoying but there are clear workarounds or alternates.
Low	20	The issue is a background or planned task and will be addressed when time permits or on the planned date.

Standard Support business hours (Note: Hours of operation can be extended via an exceptions process):

Mon – Fri

9:00 – 17:00

- **L1/L2/L3:** Once a ticket is submitted, we operate standard Level 1/2/3 escalation process under defined SLAs (below) depending on the item priority. If the resolution time is not met the ticket is escalated to:
 - o **L1** - immediately
 - o **L2** - after 24 hours
 - o **L3** - after 48 hours
- **Self-service support:** Smartbox.ai maintains a Knowledge Base that is accessible for Customers both at support.smartbox.ai and from within the Smartbox.ai platform via a support widget. This Knowledge Base serves as a first line of support and allows users to look up questions and user guides.

Appendix 3 - Charges

The Customer shall pay the following Charges to the Service Provider in advance.

Annual Service Charge	Event
£	3 annual payments, with the first Annual Service Charge being due and payable on the Service Commencement Date and each subsequent Annual Service Charge for the Term of the Contract, being due and payable on the anniversary date of the Service Commencement Date. OR The full charge for the 3 years Annual Service Charges being due and payable on the Service Commencement Date.
£ Training Charge	Training Charge for one (1) day of training, being due and payable within thirty (30) days of training being fulfilled.
TOTAL £	Total for 3 years Annual Service Charges and One (1) Training Charge.