Maestro Terms of Service

Version 1.1 | November 2026

PROMETHEAN SYSTEMS LTD

To be read with the Order Form signed by the Customer

Maestro Terms of Service

These Terms of Service (Terms) apply to the supply of Maestro by Promethean Systems Ltd, a company incorporated and registered in England and Wales with company number 16774853 whose registered office is at 4 Haliburton Road, Twickenham, TW1 1PF (Supplier), to the customer named in an Order Form that refers to these Terms (Customer).

The Order Form and these Terms together form the agreement between the Supplier and the Customer. In these Terms, references to this Agreement are to the Order Form and these Terms read together.

1. Definitions and interpretation

1.1 In this Agreement, the following definitions apply.

1.1.1 Acceptable Use Policy means the acceptable use requirements set out in Schedule 2 or otherwise notified by the Supplier to the Customer in accordance with clause 5.5.

1.1.2 Affiliate means, in relation to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party.

1.1.3 Agreement means these Terms, including the Schedules, together with the Order Form that refers to them.

1.1.4 Applicable Laws means all applicable laws, statutes, regulations and legally binding codes from time to time in force, including applicable laws of England and Wales.

1.1.5 Authorised Users means those employees, officers, contractors, agents and representatives of the Customer and its Affiliates who are authorised by the Customer to use the Services in accordance with this Agreement.

1.1.6 Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.1.7 Business Hours means 9.00 am to 5.30 pm on Business Days.

1.1.8 Charges means the subscription fees, usage fees, implementation fees, support fees and any other amounts payable by the Customer under this Agreement or an Order Form.

1.1.9 Confidential Information means all information of a confidential or proprietary nature disclosed by or on behalf of one party to the other, whether before or after the date of this Agreement, including technical, commercial, financial, operational, product, security, customer, supplier and business information, whether disclosed orally, visually, electronically or in writing.

1.1.10 Control means the ability to direct the affairs of another person, whether by ownership of shares, voting rights, contract or otherwise, and Controlled shall be construed accordingly.

1.1.11 Customer Data means all data, information, content and materials uploaded to, submitted to, stored on, processed using, or transmitted through the Services by or on behalf of the Customer or its Authorised Users.

1.1.12 Data Processing Agreement means the data processing agreement, addendum or schedule entered into between the parties in relation to the processing of personal data under or in connection with this Agreement, as set out in Schedule 4 or otherwise agreed in writing.

1.1.13 Documentation means the operating manuals, user guides, technical materials and other documentation relating to the Services made available by the Supplier to the Customer from time to time.

1.1.14 Effective Date means the date on which the Order Form is signed by both parties.

1.1.15 Initial Subscription Term means three (3) months commencing on the day immediately following the end of the Free Trial Period.

1.1.16 Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights in computer software, rights in confidential information including know-how and trade secrets, and all other intellectual property rights, whether registered or unregistered, including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection existing anywhere in the world.

1.1.17 Normal Business Hours means 9.00 am to 5.30 pm local UK time on each Business Day.

1.1.18 Order Form means the order form signed by the Supplier and the Customer that refers to these Terms and sets out the Services, subscription plan, Authorised Users, Charges, contacts and other commercial terms.

1.1.19 Renewal Term means each successive period of one (1) month beginning after the Initial Subscription Term or any previous Renewal Term.

1.1.20 Requirements Gathering Period means the period commencing on the Effective Date and ending on the earlier of (a) the date on which the parties agree the Requirements Specification in writing and (b) 30 days after the Effective Date, during which no Charges are payable in accordance with clause 8.8.

1.1.21 Requirements Specification has the meaning given in clause 3.10.

1.1.22 Services means the software-as-a-service product, hosted application, platform, support, maintenance and related services described in the applicable Order Form and Schedule 1.

1.1.23 Service Levels means the service availability, uptime, support response and resolution targets set out in Schedule 3.

1.1.24 Subscription Term means the Requirements Gathering Period, the Free Trial Period, the Initial Subscription Term and any Renewal Term, unless terminated earlier in accordance with this Agreement.

1.1.25 Supplier Materials means the Services, Documentation, software, source code, object code, APIs, models, templates, configurations, designs,

workflows, know-how, methodologies and other materials owned by or licensed to the Supplier, excluding Customer Data.

1.1.26 Support Services means the support and maintenance services described in Schedule 3 or the applicable Order Form.

1.1.27 Virus means any thing or device, including any software, code, file or programme, that may prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network or data.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 clause, paragraph and Schedule headings shall not affect interpretation;

1.2.2 references to clauses and Schedules are to clauses of and Schedules to this Agreement;

1.2.3 references to a statute or statutory provision include that statute or provision as amended, extended, re-enacted or replaced from time to time;

1.2.4 words in the singular include the plural and vice versa;

1.2.5 a reference to writing includes email, unless expressly stated otherwise;

1.2.6 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.7 in the event of conflict between the main body of this Agreement, an Order Form and a Schedule, the following order of precedence shall apply: first, the Order Form; second, the Data Processing Agreement; third, the main body of this Agreement; and fourth, the other Schedules, unless the relevant document expressly states otherwise.

2. Subscription and access rights

2.1 Subject to the Customer paying the Charges and complying with this Agreement, the Supplier grants to the Customer a non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to permit Authorised Users to access and use the Services and the Documentation for the Customer's internal business purposes.

2.2 The rights granted under clause 2.1 are limited to:

2.2.1 the number of Authorised Users, usage limits, storage limits, transaction volumes or other limits set out in the applicable Order Form;

2.2.2 use of the Services in accordance with the Documentation, Acceptable Use Policy and Applicable Laws; and

2.2.3 use by the Customer and its Authorised Users only, unless the applicable Order Form expressly permits use by Affiliates or other named third parties.

2.3 The Customer shall ensure that each Authorised User keeps secure and confidential all login credentials and shall not permit login credentials to be shared by more than one individual Authorised User, except where reassigned to another individual Authorised User in accordance with the Supplier's reasonable procedures.

2.4 The Customer shall be responsible for all use of the Services by its Authorised Users and for any breach of this Agreement by an Authorised User as if the breach had been committed by the Customer.

2.5 The Customer shall not access, store, distribute, transmit or introduce any Virus or any material during its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, discriminatory, fraudulent or otherwise contrary to the Acceptable Use Policy.

2.6 The Customer shall not, except to the extent expressly permitted by Applicable Laws which cannot be excluded by contract:

2.6.1 copy, modify, adapt, translate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any part of the Supplier Materials;

2.6.2 decompile, disassemble, reverse engineer or otherwise attempt to derive source code, underlying ideas, algorithms, structure or organisation of the Services;

2.6.3 access the Services in order to build a competing product or service or to benchmark the Services for publication without the Supplier's prior written consent;

2.6.4 license, sell, rent, lease, transfer, assign, distribute, disclose, commercially exploit or otherwise make the Services available to any third party except as permitted by this Agreement;

2.6.5 attempt to obtain, or assist third parties in obtaining, unauthorised access to the Services or related systems; or

2.6.6 use the Services in any manner that may damage, disable, overburden, impair or compromise the Supplier's systems or security.

2.7 The Supplier may monitor the Customer's use of the Services to verify compliance with usage limits and this Agreement, provided that any such monitoring shall be carried out in accordance with Applicable Laws, the Data Processing Agreement and the Supplier's confidentiality obligations.

3. Services

3.1 The Supplier shall provide the Services during the Subscription Term with reasonable skill and care and substantially in accordance with the Documentation and the applicable Order Form.

3.2 The Supplier shall use reasonable endeavours to make the Services available in accordance with the Service Levels, subject to planned maintenance, emergency maintenance, exclusions specified in Schedule 3, and circumstances outside the Supplier's reasonable control.

3.3 The Supplier may make changes to the Services from time to time, provided that such changes do not materially reduce the core functionality, security or performance of the Services during the then-current Subscription Term.

3.4 The Supplier shall provide reasonable prior notice of any planned maintenance that is expected materially to affect availability of the Services, except where urgent maintenance is required for security, legal or operational reasons.

3.5 The Supplier shall provide the Support Services during Normal Business Hours in accordance with Schedule 3 or the applicable Order Form.

3.6 The Supplier may use subcontractors and third-party hosting providers to provide the Services, provided that the Supplier remains responsible for the performance of its obligations under this Agreement.

3.7 The Customer acknowledges that the Services may interoperate with third-party products or services. The Supplier shall not be responsible for any failure or degradation of the Services caused by third-party products or services not supplied by or on behalf of the Supplier.

3.8 Development Features. The Customer acknowledges that certain features of the Services, identified as Development Features in Schedule 1, are still being tested and developed by the Supplier. The Supplier shall make the Development Features available to the Customer as part of the Services on an as-is basis, and may continue to develop, test and improve them as part of its general product roadmap. Development Features may change, or be improved, replaced or withdrawn, as development progresses, and the Supplier shall give the Customer reasonable notice of any material change. The availability commitment in Schedule 3 and the warranty in clause 12.2.1 shall not apply to Development Features, but the Supplier shall use reasonable endeavours to correct any defect in them promptly.

3.9 Development services. General updates and improvements that the Supplier makes available to all customers of the Services are included in the Subscription Charges. Any development, configuration or adaptation of the Services specifically for the Customer, including work identified in the Requirements Specification beyond the standard configuration, is not included and shall be agreed and charged under clause 18 at the rates set out in the Order Form. The Customer shall provide reasonable feedback on the Development Features, which the Supplier may use in accordance with clause 9.5. All Intellectual Property Rights in the results of any development (excluding Customer Data) shall belong to the Supplier in accordance with clause 9.1.

3.10 Requirements gathering. During the Requirements Gathering Period, the Supplier shall work with the Customer to understand its business, workflows, systems and data, and shall document the Customer's requirements and the agreed configuration of the Services in a written requirements specification (Requirements Specification). Each party shall appoint one named individual (Requirements Lead), identified in Schedule 1, to take part in regular calls during the Requirements Gathering Period, held weekly or as otherwise agreed, and may replace its Requirements Lead by notice to the other party. Each party shall bear its own costs of its Requirements Lead. The Customer shall also provide the information, access and co-operation reasonably required for this purpose. Once agreed by both parties in writing (email is sufficient), the Requirements Specification shall record the standard configuration to be provided and any customer-specific development, which shall be quoted and charged under clause 3.9. The Supplier may give the Customer access to the Services during the Requirements Gathering Period for onboarding and set-up. Requirements gathering is used to set up the standard Services for the Customer and to inform the Supplier’s product roadmap. It does not oblige the Supplier to develop any feature, and the Free Trial Period is a trial of the Services as they are.

4. Customer obligations

4.1 The Customer shall:

4.1.1 provide the Supplier with all information, co-operation and access reasonably required to provide the Services;

4.1.2 ensure that its systems, network, hardware, software and internet connectivity meet the minimum technical requirements specified in the Documentation;

4.1.3 obtain and maintain all licences, consents and permissions necessary for the Customer to receive and use the Services;

4.1.4 comply with all Applicable Laws in connection with its use of the Services;

4.1.5 ensure that Customer Data is accurate, lawful and does not infringe the rights of any third party;

4.1.6 prevent unauthorised access to or use of the Services and notify the Supplier promptly of any such unauthorised access or use; and

4.1.7 comply with the Acceptable Use Policy.

4.2 If the Supplier's performance is prevented or delayed by any act or omission of the Customer, its Authorised Users or its other representatives, the Supplier shall not be liable for the resulting delay or failure to perform to the extent caused by that act or omission.

5. Acceptable use

5.1 The Customer shall not use the Services:

5.1.1 in any way that breaches Applicable Laws;

5.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

5.1.3 to transmit, store or process material that infringes any Intellectual Property Rights, privacy rights, confidentiality rights or other rights of any person;

5.1.4 to send unsolicited or unauthorised advertising, promotional material, spam or similar communications;

5.1.5 to knowingly transmit any Virus or harmful code;

5.1.6 to interfere with or disrupt the integrity, security or performance of the Services or any third-party systems;

5.1.7 to attempt to gain unauthorised access to the Services, related systems, networks or data; or

5.1.8 to carry out activities that are expressly prohibited in Schedule 2.

5.2 The Customer shall ensure that all Authorised Users comply with this clause 5.

5.3 If the Supplier reasonably believes that the Customer or any Authorised User has breached this clause 5, the Supplier may suspend the relevant access to the Services in accordance with clause 13.

5.4 The Customer shall be responsible for any losses, liabilities, costs and expenses arising from the Customer's breach of this clause 5, subject to clause 15.

5.5 The Supplier may update the Acceptable Use Policy from time to time by giving the Customer reasonable notice, provided that no update shall materially reduce the Customer's rights or materially increase the Customer's obligations during the then-current Subscription Term unless required by Applicable Laws, security requirements or third-party service provider requirements.

6. Customer Data

6.1 The Customer shall own all right, title and interest in and to the Customer Data.

6.2 The Customer grants to the Supplier and its subcontractors a non-exclusive, worldwide, royalty-free licence during the Subscription Term to host, copy, transmit, display, process and use Customer Data solely to the extent necessary to provide, secure, support and improve the Services and to perform the Supplier's obligations under this Agreement.

6.3 The Supplier shall maintain appropriate technical and organisational measures designed to protect Customer Data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

6.4 The Supplier shall not access or use Customer Data except:

6.4.1 to provide, secure, support and improve the Services;

6.4.2 to comply with Applicable Laws;

6.4.3 to investigate suspected breaches of this Agreement, security incidents or misuse of the Services; or

6.4.4 as otherwise instructed or authorised by the Customer.

6.5 The Supplier may create and use anonymised, aggregated or statistical data derived from use of the Services, provided that such data does not identify the Customer, any Authorised User or any individual.

6.6 The Supplier shall make Customer Data available for export by the Customer during the Subscription Term in accordance with the functionality of the Services or as otherwise specified in the Order Form.

6.7 Following termination or expiry of this Agreement, the Supplier shall deal with Customer Data in accordance with clause 17.5 and the Data Processing Agreement.

7. Data protection

7.1 Each party shall comply with its obligations under applicable data protection laws in relation to personal data processed under or in connection with this Agreement.

7.2 The parties shall enter into and comply with the Data Processing Agreement where the Supplier processes personal data on behalf of the Customer.

7.3 The parties shall set out in the Data Processing Agreement the subject matter, duration, nature and purpose of the processing, the types of personal data, the categories of data subjects, the obligations and rights of the Customer, any authorised subprocessors, security measures, international transfer arrangements and assistance obligations.

7.4 If the Supplier acts as an independent controller in relation to any personal data, the Supplier shall process that personal data in accordance with its applicable privacy notice and Applicable Laws.

7.5 The Customer shall ensure that it has all notices, consents, lawful bases and rights necessary to provide personal data to the Supplier and to permit the Supplier to process that personal data as contemplated by this Agreement and the Data Processing Agreement.

8. Charges and payment

8.1 The Customer shall pay the Charges in accordance with this Agreement and the applicable Order Form.

8.2 Unless otherwise stated in the Order Form:

8.2.1 subscription Charges shall be invoiced monthly in advance, the first invoice being issued on the first day of the Initial Subscription Term;

8.2.2 usage-based Charges shall be invoiced monthly in arrear;

8.2.3 implementation or onboarding Charges shall be invoiced on the first day of the Initial Subscription Term; and

8.2.4 all invoices shall be payable within 30 days of the invoice date.

8.3 All Charges are exclusive of VAT and any other applicable taxes, duties, levies or similar governmental charges, which shall be payable by the Customer in addition at the applicable rate.

8.4 If the Customer fails to make any payment due under this Agreement by the due date, then, without limiting the Supplier's other rights and remedies:

8.4.1 the Supplier may charge interest on the overdue amount at 4% per annum above the Bank of England base rate from the due date until payment, whether before or after judgment; and

8.4.2 the Supplier may suspend access to the Services in accordance with clause 13.

8.5 If the Customer disputes an invoice in good faith, the Customer shall notify the Supplier within 10 Business Days of receipt of the invoice and shall pay any undisputed amount by the due date. The parties shall work together in good faith to resolve the dispute promptly.

8.6 Unless otherwise stated in this Agreement or required by Applicable Laws, all Charges are non-cancellable and non-refundable.

8.7 The Supplier may increase recurring Charges at the start of each Renewal Term by giving the Customer at least 30 days' prior written notice before the relevant Renewal Term begins. If the Customer does not agree to the increase, the Customer may cancel this Agreement under clause 16.4.

8.8 Free periods. The requirements gathering under clause 3.10 and any access to and use of the Services during the Requirements Gathering Period and the Free Trial Period are provided free of charge. No Charges shall accrue or be invoiced in respect of either period, and the Customer shall not be required to pay any Charges unless and until the Initial Subscription Term begins.

8.9 The Supplier shall remind the Customer in writing at least 7 days before the end of the Free Trial Period that the Initial Subscription Term and the Charges will begin. The Customer may terminate this Agreement by written notice given at any time before the end of the Free Trial Period, in which case this Agreement shall end on the date specified in the notice (or, if none, at the end of the Free Trial Period) without any liability on the Customer to pay Charges, and clause 17.5 shall apply. If no such notice is given, this Agreement shall continue into the Initial Subscription Term.

8.10 During the Requirements Gathering Period and the Free Trial Period, the Supplier may apply the usage limits set out in Schedule 1, and the availability commitment and any service credits in Schedule 3 shall not apply. All other terms of this Agreement, including clauses 6, 7, 10 and 11, shall apply in full during both periods.

9. Intellectual property rights

9.1 All Intellectual Property Rights in and to the Supplier Materials shall belong to and remain vested in the Supplier or its licensors.

9.2 Except for the rights expressly granted in this Agreement, the Customer shall acquire no rights in or to the Supplier Materials.

9.3 All Intellectual Property Rights in and to Customer Data shall belong to and remain vested in the Customer or its licensors.

9.4 The Customer grants the Supplier the licence to use Customer Data set out in clause 6.2.

9.5 If the Customer or any Authorised User provides suggestions, enhancement requests, recommendations or other feedback relating to the Services, the Supplier may use that feedback to improve the Services without restriction or obligation, provided that the Supplier shall not disclose the Customer's Confidential Information in doing so.

9.6 Nothing in this Agreement transfers any Intellectual Property Rights from one party to the other except as expressly stated.

10. Confidentiality

10.1 Each party shall keep the other party's Confidential Information confidential and shall not disclose it except as permitted by this clause 10.

10.2 A party may disclose the other party's Confidential Information:

10.2.1 to its Affiliates, officers, employees, professional advisers, auditors, insurers, contractors and subcontractors who need to know it for the purposes of this Agreement, provided that the disclosing party ensures that those recipients are bound by confidentiality obligations no less protective than those in this Agreement;

10.2.2 as required by Applicable Laws, a court of competent jurisdiction, a regulator, a recognised investment exchange, a governmental authority or the rules of any listing authority; or

10.2.3 with the other party's prior written consent.

10.3 The obligations in clause 10.1 shall not apply to information that:

10.3.1 is or becomes publicly available other than through breach of this Agreement;

10.3.2 was lawfully known to the receiving party before disclosure;

10.3.3 is lawfully received from a third party without restriction on disclosure; or

10.3.4 is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

10.4 Each party shall use the other party's Confidential Information only for the purposes of exercising its rights and performing its obligations under this Agreement.

10.5 The obligations in this clause 10 shall continue for 5 years after termination or expiry of this Agreement, except in relation to trade secrets, which shall remain protected for so long as they remain trade secrets.

11. Security

11.1 The Supplier shall implement and maintain appropriate technical and organisational security measures designed to protect the Services and Customer Data against unauthorised access, loss, destruction, damage or disclosure.

11.2 The security measures shall be no less protective than those described in Schedule 4 and the Data Processing Agreement.

11.3 The Supplier shall notify the Customer without undue delay after becoming aware of any confirmed unauthorised access to Customer Data that materially affects the Customer, subject to any notification requirements in the Data Processing Agreement.

11.4 The Customer shall be responsible for maintaining the security of its own systems, devices, networks, accounts, passwords and access credentials.

11.5 The Customer shall promptly notify the Supplier if it becomes aware of any actual or suspected unauthorised access to or use of the Services.

12. Warranties

12.1 Each party warrants that:

12.1.1 it has full power and authority to enter into and perform this Agreement;

12.1.2 entering into this Agreement does not breach any obligation owed to a third party; and

12.1.3 it shall comply with Applicable Laws in performing this Agreement.

12.2 The Supplier warrants that:

12.2.1 the Services shall perform substantially in accordance with the Documentation during the Subscription Term;

12.2.2 it shall provide the Services with reasonable skill and care;

12.2.3 it shall use commercially reasonable efforts to maintain the security and integrity of the Services; and

12.2.4 it has the right to grant the Customer the rights granted under this Agreement.

12.3 The warranties in clause 12.2 shall not apply to the extent that any non-conformance is caused by:

12.3.1 use of the Services contrary to this Agreement, the Documentation or the Supplier's reasonable instructions;

12.3.2 modification of the Services by anyone other than the Supplier or a person authorised by the Supplier;

12.3.3 the Customer's systems, data, software, equipment or network;

12.3.4 third-party products or services not supplied by or on behalf of the Supplier; or

12.3.5 circumstances outside the Supplier's reasonable control.

12.4 If the Services do not conform with clause 12.2.1, the Supplier shall use reasonable endeavours to correct the non-conformance promptly or provide the Customer with an alternative means of achieving substantially equivalent functionality.

12.5 Subject to clause 12.4 and to the fullest extent permitted by Applicable Laws, the Supplier does not warrant that the Services shall be uninterrupted, error-free or free from vulnerabilities, or that the Services shall meet the Customer's particular requirements.

12.6 Except as expressly stated in this Agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by Applicable Laws.

13. Suspension

13.1 The Supplier may suspend the Customer's access to all or part of the Services if:

13.1.1 the Supplier reasonably believes that the Customer or any Authorised User has breached the Acceptable Use Policy or clause 5;

13.1.2 suspension is necessary to protect the security, availability or integrity of the Services, Customer Data, the Supplier's systems or any third-party systems;

13.1.3 the Customer fails to pay any undisputed overdue amount within 10 Business Days after receiving written notice requiring payment;

13.1.4 suspension is required by Applicable Laws, a regulator, a court order or a third-party service provider; or

13.1.5 the Customer exceeds any material usage limit and does not remedy the excess within a reasonable period after notice.

13.2 The Supplier shall, where reasonably practicable and lawful, give the Customer prior notice of suspension and a reasonable opportunity to remedy the relevant issue.

13.3 The Supplier shall limit any suspension to the extent and duration reasonably necessary to address the relevant issue.

13.4 The Supplier shall restore access to the Services as soon as reasonably practicable after the issue giving rise to suspension has been resolved.

14. Indemnities

14.1 The Supplier shall indemnify the Customer against any amounts finally awarded by a court or agreed in settlement with the Supplier's prior written consent arising from a third-party claim that the Customer's use of the Services in accordance with this Agreement infringes that third party's Intellectual Property Rights.

14.2 The indemnity in clause 14.1 shall not apply to the extent the claim arises from:

14.2.1 Customer Data;

14.2.2 use of the Services in breach of this Agreement or the Documentation;

14.2.3 modification of the Services by anyone other than the Supplier or a person authorised by the Supplier;

14.2.4 combination of the Services with any software, hardware, data or process not supplied by the Supplier, where the claim would not have arisen without that combination; or

14.2.5 use of the Services after the Supplier has notified the Customer to stop using them.

14.3 If the Services are, or in the Supplier's reasonable opinion are likely to become, the subject of an infringement claim, the Supplier may at its own cost:

14.3.1 procure for the Customer the right to continue using the affected Services;

14.3.2 modify the affected Services so that they are no longer infringing without materially reducing their functionality; or

14.3.3 replace the affected Services with non-infringing services of materially equivalent functionality.

14.4 If the options in clause 14.3 are not reasonably available, either party may terminate the affected Services by written notice, and the Supplier shall refund any prepaid Charges for the affected Services for the period after termination.

14.5 The Customer shall indemnify the Supplier against any amounts finally awarded by a court or agreed in settlement with the Customer's prior written consent arising from a third-party claim that Customer Data, or the Customer's use of the Services in breach of this Agreement, infringes that third party's rights or breaches Applicable Laws.

14.6 A party seeking to rely on an indemnity under this clause 14 shall:

14.6.1 notify the indemnifying party promptly of the relevant claim;

14.6.2 provide reasonable co-operation in relation to the claim at the indemnifying party's expense; and

14.6.3 allow the indemnifying party conduct of the defence and settlement of the claim, provided that the indemnifying party shall not settle any claim in a way that admits liability on behalf of the indemnified party or imposes any non-monetary obligation on the indemnified party without its prior written consent.

15. Limitation of liability

15.1 Nothing in this Agreement shall limit or exclude either party's liability for:

15.1.1 death or personal injury caused by negligence;

15.1.2 fraud or fraudulent misrepresentation;

15.1.3 breach of any obligation implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

15.1.4 any liability that cannot lawfully be limited or excluded; or

15.1.5 the Customer's obligation to pay undisputed Charges due under this Agreement.

15.2 Subject to clause 15.1, neither party shall be liable to the other for any:

15.2.1 loss of profits;

15.2.2 loss of sales or business;

15.2.3 loss of agreements or contracts;

15.2.4 loss of anticipated savings;

15.2.5 loss of or damage to goodwill;

15.2.6 loss or corruption of data, except to the extent expressly covered by clause 15.4; or

15.2.7 indirect or consequential loss.

15.3 Subject to clauses 15.1, 15.2 and 15.4, each party's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort including negligence, breach of statutory duty, misrepresentation, restitution or otherwise, shall not exceed the greater of (a) 100% of the Charges paid or payable by the Customer in the 12 months preceding the event giving rise to the claim and (b) £5,000.

15.4 Subject to clauses 15.1 and 15.2, each party's total aggregate liability for breach of clause 7, clause 10, clause 11 or any Data Processing Agreement shall not exceed the greater of (a) 200% of the Charges paid or payable by the Customer in the 12 months preceding the event giving rise to the claim and (b) £10,000.

15.5 The limits and exclusions in this clause 15 shall apply whether or not the relevant loss was foreseeable, and whether or not a party had been advised of the possibility of that loss, except to the extent such limitation or exclusion is prohibited by Applicable Laws.

15.6 The parties agree that the limitations and exclusions in this clause 15 are reasonable, having regard to the nature of the Services, the Charges, the parties' respective commercial positions, insurance arrangements and the availability of alternative remedies.

16. Term and renewal

16.1 This Agreement shall commence on the Effective Date and continue for the Requirements Gathering Period, then the Free Trial Period and then the Initial Subscription Term, unless terminated earlier in accordance with this Agreement (including under clause 8.9).

16.2 At the end of the Initial Subscription Term and each Renewal Term, this Agreement shall automatically renew for a Renewal Term, so that it continues on a rolling

month-to-month basis, unless the Customer cancels it under clause 16.4 or the Supplier gives the Customer written notice of non-renewal at least 30 days before the relevant term expires.

16.3 If an Order Form has a different term or renewal arrangement, the Order Form shall apply to that Order Form only.

16.4 Right to cancel. After the Initial Subscription Term, the Customer may cancel this Agreement at any time and for any reason by giving at least 30 days' written notice to the Supplier (email is sufficient). Cancellation shall take effect at the end of the notice period, no further Charges shall fall due after that date, no cancellation fee shall be payable, and clause 17.5 shall apply. During the Initial Subscription Term the Customer may not cancel under this clause 16.4, without prejudice to its rights under clauses 8.7, 8.9 and 17.

17. Termination

17.1 Without affecting any other right or remedy, either party may terminate this Agreement or any affected Order Form with immediate effect by giving written notice to the other party if:

17.1.1 the other party commits a material breach of this Agreement and, if the breach is capable of remedy, fails to remedy it within 30 days after receiving written notice requiring it to do so;

17.1.2 the other party fails to pay any undisputed amount due under this Agreement within 30 days after receiving written notice requiring payment;

17.1.3 the other party ceases or threatens to cease carrying on all or substantially all of its business;

17.1.4 the other party becomes unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

17.1.5 an administrator, receiver, liquidator, provisional liquidator, supervisor, nominee, trustee or similar officer is appointed in respect of the other party or any of its assets, or any procedure is commenced with a view to any such appointment, administration, liquidation, winding up, company voluntary arrangement, scheme of arrangement or similar insolvency process.

17.2 The Supplier may terminate this Agreement or any affected Order Form with immediate effect by giving written notice to the Customer if the Customer or any Authorised User repeatedly or materially breaches the Acceptable Use Policy.

17.3 The Customer may terminate this Agreement or any affected Order Form with immediate effect by giving written notice to the Supplier if the Supplier materially reduces the core functionality of the Services in breach of clause 3.3 and fails to remedy that breach within 30 days after receiving written notice requiring it to do so.

17.4 Termination or expiry of one Order Form shall not automatically terminate any other Order Form unless the notice of termination expressly states otherwise.

17.5 On termination or expiry of this Agreement or an Order Form:

17.5.1 all rights granted to the Customer under the terminated Agreement or Order Form shall cease;

17.5.2 the Customer shall immediately stop using the affected Services and Documentation;

17.5.3 the Customer shall pay all Charges properly due up to the effective date of termination or expiry;

17.5.4 each party shall return or destroy the other party's Confidential Information in its possession or control, except to the extent retention is required by Applicable Laws or bona fide internal compliance, archival or backup procedures;

17.5.5 the Supplier shall make Customer Data available for export for 30 days after termination or expiry, unless prohibited by Applicable Laws or the Data Processing Agreement; and

17.5.6 after the export period, the Supplier may delete Customer Data in accordance with its standard deletion procedures and the Data Processing Agreement.

17.6 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities that have accrued before termination or expiry.

17.7 Clauses intended expressly or by implication to survive termination shall continue in force, including clauses 1, 6.7, 7, 9, 10, 14, 15, 17.5, 17.6, 17.7, 20, 27 and 28.

18. Change control

18.1 Either party may request a change to the Services, Order Form, Service Levels, Charges or other terms by submitting a written change request to the other party.

18.2 No change shall be binding unless agreed in writing by authorised representatives of both parties, except for changes expressly permitted under this Agreement.

18.3 The Supplier shall not be obliged to perform any changed or additional services unless the parties have agreed the scope, timing and charges for those services in writing.

19. Audit and compliance

19.1 The Customer shall maintain accurate records of its use of the Services sufficient to demonstrate compliance with user numbers, usage limits and other restrictions in the applicable Order Form.

19.2 The Supplier may, no more than once in any 12-month period and on at least 10 Business Days' prior written notice, audit the Customer's use of the Services to verify compliance with this Agreement.

19.3 Any audit shall be conducted during normal business hours, in a manner designed to minimise disruption to the Customer's business, and subject to the Customer's reasonable security and confidentiality requirements.

19.4 If an audit reveals that the Customer has underpaid Charges or exceeded usage limits, the Customer shall promptly pay the applicable additional Charges calculated in accordance with the Supplier's then-current standard rates or the applicable Order Form.

20. Confidential publicity

20.1 Neither party shall issue any press release or public announcement relating to this Agreement without the other party's prior written consent.

20.2 The Supplier may identify the Customer as a customer of the Supplier by using the Customer's name and logo in customer lists, pitch materials, investor materials and on the Supplier's website only with the Customer's prior written consent (which may be given by email), and the Customer may withdraw that consent by written notice at any time.

21. Insurance

21.1 Each party shall maintain insurance cover with reputable insurers in amounts and against risks appropriate for its obligations under this Agreement.

21.2 Without limiting clause 21.1, the Supplier shall maintain the following insurance during the Subscription Term:

21.2.1 professional indemnity or technology errors and omissions insurance of at least £1,000,000;

21.2.2 cyber liability insurance of at least £1,000,000; and

21.2.3 public liability insurance of at least £1,000,000.

21.3 On reasonable request, the Supplier shall provide evidence that the insurance required by this clause 21 is in force.

22. Force majeure

22.1 Neither party shall be in breach of this Agreement or liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

22.2 Clause 22.1 shall not apply to the Customer's obligation to pay Charges properly due under this Agreement.

22.3 The affected party shall notify the other party as soon as reasonably practicable of the force majeure event and shall use reasonable endeavours to mitigate its effect.

22.4 If a force majeure event continues for more than 60 days, either party may terminate the affected Services by written notice.

23. Assignment and subcontracting

23.1 Neither party shall assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement without the other party's prior written consent, such consent not to be unreasonably withheld or delayed.

23.2 Either party may assign this Agreement to an Affiliate or to a successor in connection with a merger, reorganisation, sale of all or substantially all of its business or assets, provided that the assigning party gives the other party written notice and the assignee is capable of performing the assigning party's obligations.

23.3 The Supplier may subcontract its obligations under this Agreement, provided that the Supplier remains responsible for the acts and omissions of its subcontractors as if they were its own.

24. Notices

24.1 Any notice given under this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or other next Business Day delivery service, or sent by email to the relevant party at the address or email address set out in clause 24.2 or the applicable Order Form.

24.2 The notice details of the parties are:

24.2.1 Supplier: 4 Haliburton Road, Twickenham, TW1 1PF, for the attention of Federico Nordenstahl, Chief Executive Officer, email info@promethean-systems.com.

24.2.2 Customer: the address, contact name and email address set out in the Order Form.

24.3 A notice shall be deemed received:

24.3.1 if delivered by hand, when left at the proper address;

24.3.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting;

24.3.3 if sent by email, at the time of transmission, provided that no bounce-back or delivery failure notification is received, or, if transmission occurs outside Business Hours, at 9.00 am on the next Business Day.

24.4 This clause 24 does not apply to the service of proceedings or other documents in legal proceedings.

25. Anti-bribery, sanctions and modern slavery

25.1 Each party shall comply with Applicable Laws relating to anti-bribery, anti-corruption, sanctions, export controls and modern slavery in connection with this Agreement.

25.2 Each party warrants that, so far as it is aware, neither it nor any of its officers, employees or agents involved in performing this Agreement is the target of any applicable financial sanctions or trade sanctions.

25.3 The Customer shall not use the Services in, or for the benefit of, any country, person or entity in breach of applicable sanctions or export control laws.

25.4 Either party may suspend performance or terminate this Agreement to the extent required to comply with applicable sanctions, export controls or other Applicable Laws.

26. Entire agreement

26.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions between them relating to its subject matter.

26.2 Each party acknowledges that it has not relied on any statement, representation, assurance or warranty that is not set out in this Agreement.

26.3 Nothing in this clause 26 shall limit or exclude liability for fraud or fraudulent misrepresentation.

27. General

27.1 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party, except where this Agreement expressly permits a party to make updates.

27.2 No failure or delay by a party to exercise any right or remedy under this Agreement shall constitute a waiver of that or any other right or remedy.

27.3 If any provision of this Agreement is held invalid, unlawful or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, lawful and enforceable. If modification is not possible, the provision shall be deemed deleted. Any modification or deletion shall not affect the validity and enforceability of the rest of this Agreement.

27.4 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture, agency or employment relationship between the parties.

27.5 Except as expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for any person other than the parties.

27.6 Each party shall, at its own cost, do or procure the doing of all acts and execute or procure the execution of all documents reasonably necessary to give effect to this Agreement.

27.7 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all counterparts together shall constitute one agreement.

28. Governing law and jurisdiction

28.1 This Agreement and any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with this Agreement or its subject matter or formation.

SCHEDULE 1

Services and Order Form Details

The Services, subscription plan, Development Features, Authorised Users, usage limits, Requirements Gathering Period, Free Trial Period, Charges, technical requirements and contacts are set out in the Order Form, which is treated as Schedule 1 for the purposes of these Terms.

SCHEDULE 2

Acceptable Use Policy

1. The Customer shall not, and shall ensure that Authorised Users do not, use the Services:

1.1 to upload, store, transmit, distribute or make available any material that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, discriminatory, fraudulent or otherwise objectionable;

1.2 to infringe any Intellectual Property Rights, privacy rights, confidentiality rights or other rights of any person;

1.3 to send unsolicited, unauthorised or unlawful marketing communications, spam, chain letters, pyramid schemes or similar communications;

1.4 to upload, transmit or introduce any Virus, malware, ransomware, spyware, worm, Trojan horse, logic bomb or other harmful code;

1.5 to attempt to gain unauthorised access to the Services, any related systems or networks, or any data of another customer or user;

1.6 to conduct penetration testing, vulnerability scanning, load testing or security testing without the Supplier's prior written consent;

1.7 to interfere with, disrupt, damage or overload the Services or any related systems or networks;

1.8 to access or use the Services for the purpose of developing, training or improving a competing product or service;

1.9 to scrape, harvest, extract or collect data from the Services except as expressly permitted by the Documentation;

1.10 to impersonate any person or misrepresent identity or affiliation;

1.11 to process special category personal data, criminal offence data, payment card data, health data, children's data or other high-risk data unless expressly permitted in the Order Form and covered by the Data Processing Agreement; or

1.12 in any manner prohibited by Applicable Laws.

2. The Customer shall not knowingly permit any person other than an Authorised User to access or use the Services.

3. The Customer shall not use the Services in a way that materially exceeds agreed usage limits or adversely affects the availability, performance or security of the Services for other customers.

4. The Supplier may investigate suspected breaches of this Acceptable Use Policy and may suspend access in accordance with clause 13 of the Agreement.

SCHEDULE 3

Service Levels and Support

1. Availability

1.1 The Supplier shall use reasonable endeavours to make the Services available 99.5% of the time in each calendar month, excluding:

1.1.1 planned maintenance notified in accordance with the Agreement;

1.1.2 emergency maintenance required for security, legal or operational reasons;

1.1.3 downtime caused by the Customer, Authorised Users, Customer systems, Customer Data, third-party products or services not supplied by or on behalf of the Supplier, or circumstances outside the Supplier's reasonable control;

1.1.4 beta, trial, sandbox or non-production services; and

1.1.5 suspension in accordance with the Agreement.

2. Planned maintenance

2.1 The Supplier shall use reasonable endeavours to schedule planned maintenance outside Normal Business Hours.

2.2 The Supplier shall give at least 5 Business Days' prior notice of planned maintenance that is expected materially to affect availability of the Services.

3. Support

3.1 The Supplier shall provide Support Services during Normal Business Hours through email.

3.2 The Customer shall report incidents to info@promethean-systems.com and shall provide sufficient information to enable the Supplier to investigate the issue.

3.3 The Supplier shall classify support requests as follows:

Priority	Description	Target response time	Target resolution or workaround
P1 Critical	The Services are unavailable or a critical function is unusable for all or substantially all Authorised Users.	1 Business Hour	1 Business Day (target only)
P2 High	A material function is impaired and no reasonable workaround is available.	4 Business Hours	3 Business Days (target only)
P3 Medium	A non-critical function is impaired or a workaround is available.	1 Business Day	5 Business Days (target only)
P4 Low	General query, minor issue or enhancement request.	2 Business Days	As agreed / next planned release (target only)

3.4 Response and resolution times are targets only unless the Order Form expressly states that service credits or other remedies apply.

4. Service credits

4.1 Service credits: Not applicable.

5. Backups and disaster recovery

5.1 Backup frequency: Daily.

5.2 Backup retention period: 30 days.

5.3 Disaster recovery objective: Recovery time objective of 24 hours and recovery point objective of 24 hours.

SCHEDULE 4

Data Processing and Security

1. Data processing document

1.1 The data processing terms in paragraph 6 of this Schedule 4 form the Data Processing Agreement for the purposes of this Agreement and meet the requirements of Article 28 of the UK GDPR.

1.2 If there is any conflict between this Schedule 4 and the Data Processing Agreement, the Data Processing Agreement shall prevail in relation to the processing of personal data.

2. Processing details

2.1 Subject matter of processing: Provision of the Services, including hosting of the Customer's knowledge base and AI-assisted processing of Customer Data on the Customer's instructions.

2.2 Duration of processing: The Subscription Term plus the post-termination export period in clause 17.5.5.

2.3 Nature and purpose of processing: Hosting, storage, transmission, AI processing, support and security of Customer Data in order to provide the Services.

2.4 Types of personal data: User account data, contact details, usage data, voice and chat content, and personal data contained in Customer Data.

2.5 Categories of data subjects: The Customer's employees, contractors and other Authorised Users, and individuals whose personal data is contained in Customer Data.

2.6 Special category data or criminal offence data: Not permitted.

3. Subprocessors

3.1 Approved subprocessors: Amazon Web Services (hosting, database, storage, logs and backups; EU, Stockholm, Sweden); Vast.ai (rented GPU servers for the self-hosted AI model, embeddings and voice; server location varies); Unstructured (parsing of uploaded documents; United States); Pipedream (execution of integrations authorised by the Customer; United States).

3.2 Subprocessor change notice period: 30 days.

4. International transfers

4.1 International transfers: Unstructured and Pipedream process data in the United States, and Vast.ai GPU servers may be located outside the UK. Any transfer of personal data outside the UK or EEA is made under the UK International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses, as applicable.

5. Security measures

5.1 The Supplier shall maintain security measures including: access controls, encryption in transit, encryption at rest, logging, monitoring, backups, vulnerability

management, incident response, business continuity and staff confidentiality obligations.

6. Data processing terms (UK GDPR Article 28)

6.1 Instructions. The Supplier processes personal data contained in Customer Data only on the Customer's documented instructions, which are this Agreement and the Customer's use of the Services, unless required otherwise by law.

6.2 Confidentiality. The Supplier ensures that persons authorised to process the personal data are bound by confidentiality.

6.3 Security. The Supplier applies the technical and organisational measures in paragraph 5, including encryption in transit and at rest, access controls, separation between customers, logging and backups.

6.4 Subprocessors. The Customer authorises the subprocessors in paragraph 3. The Supplier will give notice of any new subprocessor in accordance with paragraph 3.2, and the Customer may object on reasonable data protection grounds. The Supplier imposes equivalent data protection obligations on each subprocessor and remains responsible for them.

6.5 Assistance. Taking into account the nature of the processing, the Supplier assists the Customer with data subject requests, security, personal data breach notification and data protection impact assessments.

6.6 Breaches. The Supplier notifies the Customer without undue delay, and in any event within 48 hours, after becoming aware of a personal data breach affecting Customer Data.

6.7 Deletion. At the end of the Subscription Term, and after the export period in clause 17.5.5, the Supplier deletes or returns the personal data at the Customer's choice, unless law requires it to be kept.

6.8 Audit. The Supplier makes available the information reasonably necessary to demonstrate compliance with this paragraph 6 and allows for reasonable audits under clause 19.

6.9 No training. The Supplier does not use Customer Data to train AI models.

6.10 Transfers. Personal data is transferred outside the UK or EEA only with the safeguards in paragraph 4.