INTENT HQ GENERAL TERMS

1. AGREEMENT

1.1. The Client's Agreement with IHQ is created upon the execution of its first Order Form and consists of these General Terms, Product Specific Terms, Data Processing Addendum, Order Form(s) and SOW(s) ("**Agreement**").

1.2. In the event of conflict, the order of precedence shall be: (1) the Data Processing Addendum, in respect of any data protection matter only, (2) Order Form (solely as to type, quantity and pricing of the ordered Products and/or Professional Services), (3) an SOW (solely as to the description of the Professional Services to be performed), (4) Product Specific Terms, (5) the Data Processing Addendum in respect of all other matters, (6) these General Terms, and (7) Order Forms and SOWs (as to all other terms contained therein).

2. PRODUCTS

2.1. **Ordering.** Client may order IHQ's Products and/or Professional Services under this Agreement by executing an Order Form which is issued by IHQ or any of its Affiliates. All Order Forms shall be deemed effective and legally binding on the Parties and form part of this Agreement on the date the last Party signs the Order Form ("**Effective Date**").

3. IHQ RESPONSIBILITIES

3.1. **Changes to the Products.** Client acknowledges that the nature of the Products means that IHQ is regularly developing, evolving and improving the Products. Accordingly, IHQ may make changes and updates to the Products from time to time and will advise the Client of any anticipated downtime. Any changes which materially reduce the functionality of the Products shall only be undertaken in agreement with the Client (unless such change is necessary to comply with applicable law).

3.2. Support Services. IHQ shall provide the support services as described in the Documentation.

4. LICENCE

4.1. IHQ delivers the Products as "software as a service" and/or on a subscription basis and the applicable licence provisions are contained within the Product Specific Terms.

5. PROFESSIONAL SERVICES

5.1. From time to time, IHQ may at its sole discretion as an additional and separate service to the Products, provide professional services such as implementation, configuration, training or such similar services ("**Professional Services**") set out in an Order Form and further described within a SOW. Such Professional Services shall be performed with reasonable skill and care and in accordance with the SOW. The Client's sole and exclusive remedy for any breach of this clause, shall be IHQ's reasonable reperformance of any of the Professional Services which does not conform with the Order Form and/or SOW so that they conform with the applicable Order Form and/or SOW. The Client shall perform obligations set out in the Order Form and/or SOW to enable IHQ to deliver the Professional Services and IHQ shall have no liability for any breach, delay or non-performance of the Professional Services which is caused by the Client.

6. TERM AND RENEWAL

6.1. **Agreement Term.** This Agreement shall run from the Effective Date of the initial Order Form and shall continue in full force until no Order Forms are in effect or this Agreement is terminated in accordance with Clause 14.

6.2. **Order Form Term and Renewal.** Each Order Form shall commence on its Effective Date and will continue for the Initial Subscription Term. Upon expiry of the Initial Subscription Term, the Order Form shall automatically renew for the Renewal Subscription Term unless either Party issues a notice of non-renewal by serving notice to the other Party at least thirty (30) days prior to expiry of the Initial Subscription Term or the then current Renewal Subscription Term (as the case may be). All renewals shall be on IHQ's then-current standard terms and Fees unless otherwise agreed in writing.

6.3. **Professional Services Term.** The Professional Services set out in the Order Form and detailed in the accompanying SOW shall continue until the work has been completed as described within the SOW.

7. FEES AND BILLING

7.1. The applicable Order Form shall set out the applicable Fees which are payable under this Agreement.

7.2. Unless an Order Form states otherwise and save for Usage Fees, the Client shall be invoiced for the Fees monthly in advance from the Effective Date. Any Usage Fees shall be invoiced monthly in arrears. Client shall pay all Fees within thirty (30) days from the date of invoice.

7.3. The Client is not permitted to withhold payment of any amount due to IHQ because of any set-off, counterclaim, abatement, or other similar deduction.

7.4. Without prejudice to IHQ's rights and remedies set out in this Agreement, interest shall accrue automatically on any Fees not paid by the due date at a rate of four per cent (4%) per annum, compounding monthly on the outstanding balance (including any previously accrued but unpaid interest), calculated on a daily basis from the due date until the date of actual payment in full. Interest under this clause accrues without the need for any demand or notice from IHQ. Such interest shall be payable on demand by IHQ and shall be in addition to, and without prejudice to, any other right or remedy available to IHQ under this Agreement or at law (including, for the avoidance of doubt, any rights under the Late Payment of Commercial Debts (Interest) Act 1998, which the Parties agree shall not apply to the extent replaced by this clause).

7.5. IHQ shall be entitled to increase the Fees at the start of each Renewal Subscription Term by providing at least sixty (60) days' prior written notice to Client.

7.6. Without prejudice to any other rights or remedies available to IHQ under this Agreement, the following shall apply in the event of non-payment of any Fees by the due date:

7.6.1. Interest shall accrue on all overdue Fees in accordance with Clause 7.4 from the due date until the date of actual payment in full.

7.6.2. IHQ may issue a written payment reminder to the Client at any time after the due date. For the avoidance of doubt, IHQ is not required to issue such a reminder before exercising any other right under this Agreement.

7.6.3. If any Fees remain overdue for a period of more than thirty (30) days, IHQ may suspend the Products and Professional Services in accordance with Clause 13.1(iii), subject to providing at least seven (7) days' prior written notice of such suspension to the Client.

7.6.4. During any period of suspension under Clause 7.6.3: (a) IHQ shall have no obligation to provide the Products, Professional Services, or any support services; (b) Fees shall continue to accrue; and (c) IHQ shall not be liable for any loss or damage suffered by the Client as a result of such suspension.

7.6.5. Failure to pay any Fees constitutes a material breach of this Agreement. If the Client fails to cure such breach within thirty (30) days of receiving written notice from IHQ in accordance with Clause 14.1, IHQ may terminate this Agreement and all Order Forms.

7.6.6. IHQ shall be entitled to recover from the Client all reasonable costs and expenses (including legal fees) incurred in collecting any overdue amounts.

8. TAXES

8.1. The Client shall be fully responsible to pay any indirect taxes, including, among others, sales, use, value-added, levies, or any other taxes which may be imposed in connection to this Agreement, even if not stated in the relevant invoice (excluding any taxes assessed against IHQ's net income) and Client shall not be entitled to withhold or deduct any such taxes from the consideration. All payments to be made by Client under this Agreement shall be made net of deduction and withholding for any taxes of whatever nature now or hereafter imposed. If Client is required by law to make any deduction or withholding from any Fees payable under this Agreement, the Fees payable to IHQ shall be the sum of such deduction or withholding and the Fees before such deduction or withholding.

9. INTELLECTUAL PROPERTY

9.1. IHQ Intellectual Property. All Intellectual Property Rights in and to: (a) the Products, including all source code, object code, SDKs, updates, upgrades, modifications, customisations, enhancements, and Documentation; (b) AI models, trained weights inside machine learning models, AI-generated Outputs and system prompts within the Products; (c) any materials, tools, or methodologies developed or provided by IHQ in connection with this Agreement; and (d) any derivative works of the above, shall remain exclusively owned by IHQ or its licensors. Nothing in this Agreement shall transfer or assign any ownership rights in IHQ's Intellectual Property Rights to the Client. While the Client shall receive the content of the Outputs, IHQ retains exclusive

ownership of the Intellectual Property Rights of the underlying AI model. The Client shall not use the Outputs to train its own AI models that compete with or perform similar functions to the AI models used in the Products.

9.2. Any Intellectual Property Rights created or developed by IHQ in connection with or arising from this Agreement (including any deliverables or outputs from the Professional Services) (the "**PS Outputs**") shall be exclusively owned by IHQ, unless expressly agreed otherwise in writing by both Parties. IHQ grants the Client a non-exclusive, non-transferrable, non-sub-licensable right to use such PS Outputs for its own internal business purposes during the Subscription Period of the Service to which such PS Outputs relate.

9.3. Third-party Components. The Products may include third-party components, open-source software or AI model components, which are subject to their own licence terms. The Client agrees to comply with any such terms.

10. CLIENT DATA

10.1. Client shall ensure that, prior to submitting any Client Data to IHQ or to any Products, it has obtained and maintains all necessary rights, licences, consents, permissions, and authorisations required under applicable privacy and data protection law to: (a) collect, process, and transfer such Client Data; (b) permit IHQ to process such Client Data on Client's behalf in accordance with the Agreement; and (c) enable IHQ to provide the Products and any related software and services without breach of applicable law or infringement of any third-party rights. Client shall provide evidence of such consents or authorisations promptly upon IHQ's reasonable request.

10.2. Client retains all ownership rights in Client Data and Client's confidential information, including any Intellectual Property Rights therein.

10.3. IHQ shall implement appropriate technical and organisational measures in respect of the Client Data which is in its possession. IHQ shall apply the security measures set out in the Data Processing Addendum in respect of the Client Data which is in its possession.

10.4. Nothing in this Agreement transfers or conveys to IHQ any ownership interest in or to the Client Data or Client's confidential information.

10.5. Client shall grant IHQ a non-exclusive, non-transferable, non-sublicensable worldwide right to use the Client Data to provide the Products and Professional Services and to create Development Data. Client shall ensure that it has all necessary rights and permissions required by applicable laws to use and permit the use of Client Data in accordance with this Agreement.

10.6. IHQ is permitted to process and aggregate Client Data for the following purposes:

10.6.1. improving, developing, training, and testing IHQ's Products, including enhancing IHQ's algorithms, models (including AI models), and systems; and

10.6.2. generating anonymised insights, analytics, or trends, applying the standard of anonymisation set out in Clause 10.6(a) below,

("**Development Data**"), provided that:

(a) IHQ shall not Process any personal data comprised in the Client Data for the purposes described in Clause 10.6.1 other than in anonymised form. The Client instructs IHQ to anonymise personal data comprised in the Client Data for that purpose, and IHQ shall carry out such anonymisation as a processor acting on the Client's documented instructions in accordance with the Data Processing Addendum. Data shall be treated as anonymised for the purposes of this Clause only where the data subject is no longer identifiable by any person by any means reasonably likely to be used, having regard to all objective factors including the cost of and time required for identification and the technology available at the time of the Processing. IHQ shall not use personal data comprised in the Client Data to train, improve or develop its own artificial intelligence or machine learning models except as strictly necessary to provide the Products to the Client in accordance with this Agreement and the Data Processing Addendum. IHQ shall not combine the Client Data with personal data received from any other person or collected from IHQ's own interactions with individuals, except with the Client's prior written consent; and

(b) the Development Data and any datasets, models, insights, or other outputs derived from the Development Data shall be the sole property of IHQ.

11. SECURITY TESTING

11.1. The Client shall not conduct, or engage any third party to conduct, any penetration test, vulnerability assessment, or security test against the Products or any IHQ systems or infrastructure without IHQ's prior written approval, such approval to be granted or withheld at IHQ's sole discretion and subject to such conditions as IHQ may require.

11.2. Where IHQ approves a security test, the Client shall: (a) submit a written request to IHQ at least fourteen (14) days in advance, specifying the proposed tester, scope, methodology, tools, and testing dates; (b) limit testing strictly to the systems and environments approved by IHQ; (c) not conduct denial-of-service attacks, social engineering of IHQ personnel, data exfiltration, or introduction of malware; (d) immediately cease testing if directed by IHQ; and (e) provide IHQ with the complete, unredacted test report within five (5) business days of completion.

11.3. All findings from any security test constitute IHQ's Confidential Information and shall not be disclosed to any third party, published, or submitted to any public vulnerability database without IHQ's prior written consent.

11.4. The Client shall indemnify IHQ against any losses, damages, costs, or claims arising from any security test conducted by or on behalf of the Client.

12. DATA PROTECTION

12.1. Each Party shall comply with all applicable Data Protection Laws in the performance of its obligations under this Agreement.

12.2. To the extent that IHQ processes personal data on the Client's behalf in connection with the Products, the Professional Services or any support services, the Client is the data controller and IHQ is the data processor. Such processing shall be governed by the Data Processing Addendum executed by the Parties, being the version identified in the Order Form (the "**Data Processing Addendum**"). A copy of the Data Processing Addendum is published at www.intenthq.com/legal for information only. In the event of any difference between the Data Processing Addendum executed by the Parties and any version published at that address, the executed version shall prevail. No amendment to the Data Processing Addendum shall be effective unless made in writing and signed by both Parties, and Clause 21.9 shall not apply to the Data Processing Addendum, save that IHQ may vary the Data Processing Addendum where necessary to comply with applicable law on at least thirty (30) days' prior written notice.

12.3. The Client shall ensure that, prior to submitting any personal data to IHQ or to the Products, it has established a valid legal basis for such processing under applicable Data Protection Laws and has provided all required transparency notices to data subjects.

12.4. The Client shall ensure that all end-user deployments of the Products comply with applicable Data Protection Laws, including any requirements relating to consent, privacy notices, automated decision-making, and data subject rights.

12.5. In the event of any conflict between this Agreement and the Data Processing Addendum on a data protection matter, the Data Processing Addendum shall prevail.

13. SUSPENSION

13.1. Without prejudice to IHQ's other rights and/or remedies under this Agreement, IHQ may at its discretion suspend the Products and Professional Services in the event that: (i) the Client has materially breached the terms of this Agreement and has not remedied such breach within seven (7) days from the date of written notice of breach; (ii) suspension is required to prevent or quarantine any actual or suspected Malicious Software or any other risk to the security of the Products; (iii) any Fees remain overdue in accordance with and subject to the conditions set out in Clause 7.6; or (iv) AI agent behaviour poses a risk to the Client's internal systems, third parties, or IHQ's compliance with data protection laws. In the event suspension is required under (ii) above, to the extent possible, IHQ will provide advance notice of any suspension or promptly thereafter.

INTENT HQ GENERAL TERMS

14. TERMINATION

14.1. Either Party may terminate this Agreement on written notice if the other Party materially breaches any of its obligations under this Agreement (which includes without limitation the Client's failure to pay the applicable Fees) and if such breach is curable, the breaching Party fails to cure that breach within thirty (30) days from the date of written notice of breach.

14.2. Either Party may terminate this Agreement immediately on written notice if the other Party is subject to an Insolvency Event.

14.3. IHQ may terminate this Agreement on thirty (30) days' written notice in the event Clause 17.3.3 applies.

14.4. **Change of Control.** IHQ may terminate this Agreement on thirty (30) days' written notice if there is a Change of Control of the Client. For the purposes of this clause, "Change of Control" means: (a) the acquisition by any person or group of persons acting in concert of more than fifty percent (50%) of the voting securities or equivalent voting interest of the Client; (b) a merger, consolidation, or reorganisation of the Client following which the persons who were shareholders of the Client immediately prior to the transaction hold less than fifty percent (50%) of the voting securities of the surviving entity; or (c) a sale or transfer of all or substantially all of the Client's assets. For the avoidance of doubt, a Change of Control of the Client shall not, of itself, constitute an assignment of this Agreement, but IHQ's right to terminate under this clause is without prejudice to the assignment restrictions in Clause 21.12.

15. EFFECT OF TERMINATION

15.1. Upon the termination or expiry of this Agreement:

15.1.1. Client's licence to access and use the Products will immediately cease and Client shall promptly delete all IHQ's confidential information (including all Documentation);

15.1.2. IHQ shall invoice and Client shall pay for all work in progress under any Professional Services that have not been invoiced as at the date of termination;

15.1.3. save where the Client validly terminates this Agreement in accordance with Clause 14, IHQ shall invoice and the Client shall pay all Fees which would otherwise have been payable had this Agreement not been terminated; and

15.1.4. IHQ shall make the Client Data available for the Client to extract for a period of thirty (30) days following termination or expiry following which period IHQ shall permanently destroy such Client Data (save to the extent it is required to retain a copy of such Client Data under applicable law).

15.1.5. If requested by the Client and subject to the Client paying IHQ's reasonable Fees associated with the Professional Services involved, IHQ shall return Client Data in IHQ's possession or control.

16. WARRANTIES AND REPRESENTATIONS

16.1. Each Party represents and warrants it is a bona fide legal entity with power and authority to execute and perform its obligations under this Agreement and is not relying on any statement, commitments, representations or warranties other than those expressly set out in this Agreement.

16.2. IHQ warrants that the Products shall substantially conform with the Documentation. The Client's sole and exclusive remedy for any breach of this clause, shall be IHQ's remediation of any defects in the Products so that they substantially conform with the Documentation. The Client acknowledges and understands that AI Outputs generated by the Products may be inaccurate, incomplete, or contain hallucinations. IHQ makes no warranties in respect of the AI Outputs, their compliance with laws or suitability for any regulated purposes. The Client shall: (i) be responsible for independently reviewing and verifying all AI Outputs before relying on the AI Outputs, (ii) ensure that use of the Products by end users is subject to the Client's own user agreement which must contain provisions prescribing that end users are responsible for independently verifying the AI Outputs made by the Products and acknowledge and understand that they should not rely on the accuracy of such AI Outputs.

16.3. The Client shall ensure that its use of the Products complies with all applicable laws, including, but not limited to, applicable AI laws (such as the EU AI Act), all regulations, industry standards and AI transparency obligations.

16.4. The Client acknowledges that the Products are not intended for high-risk use as defined in Article 6 of the EU AI Act ("**EU AI Act**" means Regulation (EU)

2024/1689). The Client shall be solely responsible for determining whether its use of the Products is a high-risk use under the EU AI Act and for complying with any resulting requirements that apply to it.

16.5. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS NOT EXPRESSLY STATED IN THIS AGREEMENT ARE EXCLUDED, INCLUDING BUT NOT LIMITED TO (I) MERCHANTABILITY; (II) NON-INFRINGEMENT OF THIRD-PARTY RIGHTS; (III) SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE; (IV) THAT THE PRODUCTS WILL BE FREE FROM ERRORS OR AVAILABLE; (V) ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; (VI) THE ACCURACY, COMPLETENESS OR RELIABILITY OF AI-GENERATED OUTPUTS; AND (VII) THE SUITABILITY OF DECISIONS MADE BY AI AGENTS.

16.6. In respect of any AI Product which constitutes an AI system within the meaning of the EU AI Act, IHQ shall: (a) comply with the transparency obligations applicable to it as a provider under Article 50 of the EU AI Act; and (b) make available to the Client, through the Documentation or the IHQ Legal Resource Centre, the information reasonably necessary to enable the Client to comply with its own obligations as a deployer under the EU AI Act. The Client acknowledges that, under Article 25 of the EU AI Act, it may itself become the provider of a high-risk AI system where it (i) places a high-risk AI Product on the market or puts it into service under its own name or trade mark, (ii) makes a substantial modification to a high-risk AI Product, or (iii) modifies the intended purpose of an AI Product such that it becomes a high-risk AI system, and the Client shall notify IHQ in writing before doing any of those things.

17. INDEMNITIES

17.1. Along with any indemnities set out in any Product Specific Terms, the following indemnities shall apply:

17.2. **IHQ Indemnity.** IHQ shall indemnify, defend, and hold harmless the Client from and against any Claim brought by a third party alleging that the Client's authorised use of the Products in accordance with this Agreement and the Documentation directly infringes or misappropriates any third party's registered Intellectual Property Rights. IHQ shall have no liability under this clause for any Claim arising from or relating to (i) any Client Data, Inputs, Outputs or materials provided by or on behalf of the Client; (ii) any AI-generated content produced by the AI Products; (iii) the Client's failure to implement or maintain appropriate human oversight, supervision or safeguards in relation to the AI Products as required under this Agreement, the Documentation or applicable law; and (iv) the use of the AI Products in combination with any system, product, software or service not approved by IHQ in the Documentation.

17.2.1. IHQ's indemnity obligation is limited to payment of the reasonable costs of defending such Claim, including legal fees, and any damages awarded by a court of competent jurisdiction or settlement amounts agreed to in writing by IHQ.

17.2.2. IHQ shall have no liability or obligation under this Clause 17 to the extent that any Claim arises from or relates to:

17.2.2.1. the Client's use of the Products in a manner not authorised under this Agreement or inconsistent with the applicable Documentation;

17.2.2.2. modifications to the Products made by the Client or any third party other than with IHQ's prior written consent;

17.2.2.3. use of the Products in combination with any product, software, or service not supplied or approved in writing by IHQ, where the alleged infringement would not have occurred but for such combination;

17.2.2.4. any specifications, Client Data or materials provided by the Client or a third party acting on the Client's behalf; or

17.2.2.5. the Client's failure to use updated or modified Products provided by IHQ to avoid or mitigate the alleged infringement.

17.3. **IHQ Indemnity Remedy.** If a Claim is made, or in IHQ's reasonable opinion is likely to be made, IHQ may, at its sole option and expense:

17.3.1. procure for the Client the right to continue using the affected Products;

17.3.2. modify or replace the affected Products to make them non-infringing, provided that such

modification or replacement does not materially diminish their functionality; or

17.3.3. if neither of the above options is commercially feasible, terminate the Client's rights to use the affected Products and refund to the Client a pro-rata portion of any Fees already paid for such Products which have yet to be provided.

17.4. **Client Indemnity.** The Client shall indemnify, defend, and hold harmless IHQ and its Indemnified Parties from and against any Claim out of or resulting from any breach by the Client of IHQ's Intellectual Property Rights. The Client shall also indemnify, defend, and hold harmless IHQ and its Indemnified Parties from and against any Claim brought by a third party to the extent that such Claim is caused by:

17.4.1. The Client's or its employees', agents', contractors', or end users': (i) use of the Products in a manner not authorised under this Agreement, including any use that breaches Clause 16.3; (ii) use of the AI Products in a manner that is beyond the scope of what is permitted under this Agreement or the Documentation, including any use that breaches Clause 16.3; or (iii) use of the AI Products in a manner that breaches the AI Acceptable Use Policy; or

17.4.2. the Client's failure to comply with their applicable AI regulatory obligations as a deployer, as defined under the EU AI Act;

17.4.3. claims arising from the Client's failure to implement or maintain appropriate human oversight, supervision or safeguards in relation to the AI Products as required under this Agreement, the Documentation or applicable law; or

17.4.4. the authorised use by IHQ and its Indemnified Parties of the Client Data.

17.5. **Indemnity Obligations.** The indemnity obligations set out under this Agreement are subject to the following conditions:

17.5.1. The indemnified Party must promptly notify the indemnifying Party in writing of the Claim, providing reasonable details of the allegation and its impact.

17.5.2. The indemnifying Party shall have sole control of the defence and settlement of the Claim.

17.5.3. The indemnified Party shall not make any admission of liability, agree to any settlement, or otherwise compromise the Claim without the indemnifying Party's prior written consent.

17.5.4. The indemnified Party shall provide reasonable assistance and cooperation to the indemnifying Party in defending the Claim, at the indemnified Party's expense.

18. LIMITATION OF LIABILITY

18.1. **EXCLUSION OF LIABILITIES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY: (A) LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS; (B) LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION; (C) LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA, OR INFORMATION (SAVE TO THE EXTENT CAUSED BY A BREACH OF THE SECURITY OBLIGATIONS CONTAINED WITHIN THE DATA PROCESSING ADDENDUM); (D) ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE; OR (E) ANY BUSINESS INTERRUPTION OR DELAY IN PERFORMANCE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH LOSS OR DAMAGE WAS REASONABLY FORESEEABLE OR THE POSSIBILITY OF SUCH LOSS OR DAMAGE HAD BEEN ADVISED.

18.2. **CAP ON LIABILITY.** SUBJECT TO CLAUSES 18.1 AND 18.3, THE MAXIMUM AGGREGATE LIABILITY OF ONE PARTY TO THE OTHER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH EACH ORDER FORM INCLUDING THIS AGREEMENT AS IT APPLIES TO SUCH ORDER FORM SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE BY THE CLIENT TO IHQ UNDER THAT ORDER FORM IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST CLAIM MADE UNDER THIS AGREEMENT BY THE OTHER PARTY.

18.3. **UNCAPPED LIABILITIES.** SUBJECT TO CLAUSE 18.1, THE FOLLOWING SHALL BE UNCAPPED: (A) ANY BREACH BY EITHER PARTY OF CLAUSE 20 (CONFIDENTIALITY) (SAVE TO THE EXTENT IT IS ALSO A BREACH OF THE DATA PROCESSING ADDENDUM); (B) ANY INDEMNITIES PROVIDED BY EITHER PARTY UNDER THIS AGREEMENT; (C) ANY

BREACH BY CLIENT OF IHQ'S INTELLECTUAL PROPERTY RIGHTS; AND (D) CLIENT'S LIABILITY FOR FEES OR OTHER AMOUNTS THAT CLIENT IS EXPRESSLY OBLIGATED TO PAY UNDER THE AGREEMENT (INCLUDING WITHOUT LIMITATION ANY EARLY TERMINATION CHARGES).

18.4. **UNLIMITED LIABILITIES.** NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

18.5. **USE OUTSIDE OF SCOPE.** NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE CLIENT'S LIABILITY FOR ANY USE OF THE PRODUCTS OUTSIDE OF SCOPE OF THIS AGREEMENT.

19. DISPUTES

19.1. **Invoice Disputes.** The Client shall notify IHQ in writing of any dispute(s) it believes in good faith that an invoice or part thereof has not rightfully been incurred within thirty (30) days of receipt thereof. The notice must specify the line item(s) and amount(s) in dispute and the basis of the dispute in reasonable detail. If no dispute is raised within such period, the invoice shall be deemed accepted and payable and shall constitute a complete and irrevocable waiver of the Client's right to dispute the applicable invoice. Any undisputed portion shall be paid in full by the due date whereas the validly disputed amount shall be pending payment while the Parties seek a resolution.

19.2. The Parties shall attempt to resolve the invoice dispute in good faith within fourteen (14) days from the date of the notice and if following resolution, any charges no longer in dispute shall be paid immediately. For any Fees which remain in dispute at the end of the fourteen (14) day period, IHQ may exercise any available remedies for breach (without regard to any further notice requirement or opportunity to remedy under the terms of this Agreement, which shall be deemed waived).

19.3. **Other Disputes.** In the event of any other dispute or claim arising under or in connection with this Agreement, the Parties shall first attempt to resolve the matter through good faith negotiations. Either Party may request a meeting to discuss and seek to resolve the dispute within fourteen (14) days of providing written notice of the dispute.

19.4. **Equitable Relief.** The Client acknowledges and agrees that a breach or threatened breach by the Client of any of its obligations under this Agreement would cause IHQ irreparable harm for which monetary damages alone would not be an adequate remedy.

19.5. **Right to Specific Remedies.** In the event of any breach or threatened breach by the Client, IHQ shall be entitled, in addition to any other rights or remedies available at law or in equity (including monetary damages), to seek and obtain:

19.5.1. an injunction to prevent, restrain or stop such breach or threatened breach of this Agreement; and

19.5.2. an order for specific performance to compel the Client to strictly perform its obligations under this Agreement.

19.6. **Waiver of Objections.** To the maximum extent permitted by law, the Client hereby waives any defence or objection that monetary damages would be an adequate remedy, or that IHQ must prove special damages or post any bond or security in order to obtain such equitable relief.

20. CONFIDENTIALITY

20.1. During this Agreement, a Party may have access to certain non-public proprietary, confidential or trade secret information or data of the other Party, whether furnished before or after this Agreement is signed, and regardless of the manner in which it is furnished, including but not limited to disclosing Party's operations, processes, plans, Products information, know-how, business affairs and software, which given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential or competitively sensitive shall collectively mean the "Confidential Information". Confidential Information shall exclude any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of the receiving Party; (ii) the receiving Party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing Party; (iii) the receiving Party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving Party can

demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of or reference to the Confidential Information.

20.2. The receiving Party shall: (a) not disclose the Confidential Information to any other person other than with the prior written consent of the disclosing Party or in accordance with this clause; (b) not use the Confidential Information for any purpose other than for the performance of its obligations or its enjoyment of rights under this Agreement ("**Permitted Purpose**"); (c) not disclose the disclosing Party's Confidential Information to any third parties other than to its Affiliates, and its and its Affiliates' officers, directors, employees, agents, sub-contractors and advisers who reasonably need to know for the Permitted Purpose; (d) not reproduce any of the disclosing Party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (e) keep the disclosing Party's Confidential Information confidential using at least the same degree of care it uses to protect its own Confidential Information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if receiving Party is required by a valid legal process or any applicable law, rule or regulation of competent jurisdiction, to disclose any of disclosing Party's Confidential Information, then prior to such disclosure, (if legally permissible) the receiving Party will give prompt written notice to disclosing Party so that it may seek a protective order or other appropriate relief. The Parties' obligations with respect to Confidential Information shall expire five (5) years from the date of termination or expiration of this Agreement, unless a longer period of protection applies under applicable law, either as trade secret information or otherwise. Without derogating from any other remedies available under applicable law or agreement, either Party shall be entitled to obtain an injunction restraining any violation, further violation or threatened violation of the obligations set forth in this Clause 20.

21. MISCELLANEOUS

21.1. **Benchmarking, Marketing and Publicity.**

21.1.1. The Client grants IHQ a non-exclusive, royalty-free, worldwide licence during the term of this Agreement and for a period of twelve (12) months following its termination or expiry, to use the Client's name, logo, trade marks, and branding (collectively, "**Client Marks**") for the following purposes: (a) identifying the Client as a customer of IHQ on IHQ's website, in presentations, and in marketing and promotional materials; (b) preparing and publishing case studies, success stories, use cases, and customer testimonials relating to the Client's use of the Products; (c) including the Client in customer reference lists, both internal and external; and (d) using the Client Marks in IHQ's sales collateral, pitch materials, proposals, and internal communications.

21.1.2. Where IHQ wishes to publish a case study, success story, or customer testimonial that includes specific details of the Client's use of the Products beyond the Client's name and logo, IHQ shall provide the Client with a draft for review and the Client shall have ten (10) Business Days to provide comments. If the Client does not respond within such period, the draft shall be deemed approved. The Client shall not unreasonably withhold or delay its approval.

21.1.3. IHQ shall use the Client Marks in a manner consistent with any reasonable brand guidelines provided by the Client in writing.

21.1.4. The Client shall not, without IHQ's prior written consent: (a) publish benchmarking or performance testing results relating to the Products; (b) issue any public announcement referencing IHQ or the Products; or (c) use IHQ's trademarks or logos except as expressly authorised

21.2. **Feedback.** Client assigns to IHQ all rights in any feedback, suggestions, or ideas relating to the Products, and IHQ may freely use such feedback without restriction or compensation.

21.3. **Third Party Rights.** No person other than a Party shall have any right to enforce any provision of this Agreement.

21.4. **Entire Agreement.** This Agreement supersedes all prior arrangements and constitutes the entire agreement between the Parties. Each Party acknowledges it has not relied on any representation not expressly set out herein.

21.5. **Severance.** If any provision is or becomes illegal, invalid, or unenforceable, the remaining provisions shall not be affected.

21.6. **Waiver.** No failure or delay in exercising any right shall operate as a waiver thereof.

21.7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original.

21.8. **Force Majeure**. Neither Party shall be liable for delay or failure caused by events beyond its reasonable control. If a force majeure event continues for more than ninety (90) consecutive days, either Party may terminate this Agreement on written notice without liability (other than for accrued Fees).

21.9. **Amendments.** No variation shall be effective unless in writing and signed by both Parties, save that IHQ may vary this Agreement where necessary to comply with applicable law on at least thirty (30) days' prior written notice.

21.10. **Notices.** Notices shall be in writing and sent to the addresses in the Order Form. Deemed receipt: (I) first-class or next Business Day post: two (2) Business Days after posting; (II) airmail: seven (7) Business Days; (III) hand delivery: on delivery; (IV) email to legal@intenthq.com (for IHQ) or the address in the Order Form (for Client): on receipt of delivery confirmation. This clause does not apply to notices in legal proceedings.

21.11. **Survival.** Clause 9, Clause 15, Clause 17, Clause 18, Clause 20, and this Clause 21 shall survive termination or expiration, together with any provision intended by its nature to survive.

21.12. **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, save that IHQ may assign to an IHQ Affiliate.

21.13. **Subcontracting.** IHQ may sub-contract performance of its duties to its Affiliates, associates, and/or contractors.

21.14. **Jurisdiction and Governing Law.** This Agreement shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

SCHEDULE: DEFINITIONS

The following capitalised terms have the following meanings in this Agreement.

"**Affiliates**" means, with respect to each Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party. For the purposes of this definition, "control" means the ownership, directly or indirectly, of more than 50% of the voting securities, equity interest, or other similar ownership interest of such Party, or the ability to direct or cause the direction of the management and policies of such Party, whether through ownership, contractual arrangements, or otherwise.

"Agreement" is as defined in Clause 1.1.

"AI" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

"AI Acceptable Use Policy" means IHQ's policy which is located within the Product Specific Terms located at the IHQ Legal Resource Centre which sets out the permitted and prohibited uses of the AI Products.

"AI Agent" means an automated AI component of the Products that uses artificial intelligence techniques to interpret Inputs, determine or recommend actions, and execute or initiate those actions with varying levels of autonomy, with or without human oversight, in order to achieve explicit or implicit objectives.

"AI Agent Actions" means any action, communication, instruction, recommendation or other activity that an AI Agent initiates determines or executes whether autonomously or in response to user Inputs, including actions performed within the Products or through connected third-party systems or services.

"AI Outputs" means any content, data, information, predictions, recommendations, decisions, or other material generated, suggested, or produced by an AI Agent or by AI functionality within the Products.

"AI Products" means the components or features of the different Products which use or incorporate AI and that are made available to the Client together with any support services to be provided by IHQ as specified in an applicable Order Form and further described within the Documentation.

"Beta Products" means any products, services, features, or functionality that IHQ makes available to the Client on a trial, evaluation, pilot, or pre-release basis including experimental functionality. Beta

INTENT HQ GENERAL TERMS

Products are provided as-is, may be modified, suspended, or discontinued by IHQ at any time and may not become generally available. Unless expressly stated in the Order Form, Beta Products are excluded from warranties, service levels and support.

"Business Day(s)" means a day other than a Saturday, Sunday, or a public holiday in England when banks in London are generally open for normal business.

"Claim" means claims, demands, actions, losses, liabilities, damages, costs, and expenses or proceedings (including reasonable legal fees and disbursements).

"Client" is as described in the Order Form.

"Client Data" means any information, including personal information, uploaded, provided, or made accessible to IHQ's production or sandbox systems by Client (or by IHQ on behalf of Client) to use the Products.

"Client Marks" means the Client's name, logo, trade marks, and branding as notified to IHQ from time to time.

"Confidential Information" is as described in clause 20.1.

"Configured Parameters" means the settings, rules, thresholds, permissions, workflows, integrations, guardrails selected or approved by the Client within the Products.

"Data Processing Addendum" means the data processing addendum published by IHQ at the IHQ Legal Resource Centre or otherwise made available to the Client which governs the processing of personal data by IHQ on behalf of the Client in connection with the Products, as amended by IHQ from time to time.

"Documentation" means IHQ user guides, training manuals, instructions, usage information, technical documentation and other similar documentation related to the Products , as updated or revised by IHQ from time to time, that IHQ provides to Client (i) within the Products or (ii) at www.intenthq.com (or a successor site that IHQ may designate from time to time). It does not include any marketing or promotional materials.

"Edge" means a mobile SDK and analytics platform that captures in-app user behaviour and turns it into customer level intent signals as further described In the Documentation.

'Effective Date" is as defined in Clause 2.1.

"Fees" means recurring Fees, Usage Fees, Taxes, One-time Fees, and other charges set out in the Order Form.

"Free Trial Period" means the period specified in the Applicable Order Form during which the Client may access and use the Products and the AI Products without paying the applicable fees subject to the terms of this Agreement.

"IHQ" means Intent HQ Limited, registered in England and Wales with company number 07220983 with its registered address located at: 6th floor, 33 Kingsway, London WC2B 6TP United Kingdom.

"IHQ Legal Resource Centre" means the resources available at www.intenthq.com/legal.

"Indemnified Parties" means Affiliates, officers, directors, employees, and agents.

"Initial Subscription Term" means the period set out in the Order Form.

"Inputs" means any content, data, information, text, code, images, audio, video, or other material that (a) a user provides to, enters in, or uploads to the Products or the AI Products or (b) is retrieved, accessed or ingested by the Products or the AI Products from third party systems, applications, or services (including via connectors or integrations) in each case in connection with the Client's use of the Products and for processing, analysis, or generation of Outputs.

"Insolvency Event" means, in respect of a Party, any of the following: (a) that Party is unable to pay its debts as they fall due or admits inability to pay its debts; (b) that Party commences, or has commenced against it, any bankruptcy, insolvency, administration, receivership, liquidation, winding-up, or similar proceeding that is not dismissed within thirty (30) days; (c) that Party makes an assignment for the benefit of creditors; (d) that Party enters into any composition or arrangement with its creditors; or (e) any event occurs in any jurisdiction that has a substantially similar effect to any of the foregoing.

"Intellectual Property Rights" means all intellectual property rights of any nature anywhere in the world,

whether registered, registrable, or unregistered, including: (a) patents, utility models, and inventions (including rights in inventions); (b) copyrights and rights in the nature of copyright, including rights in software, source code, object code, and databases; (c) trademarks, service marks, trade names, brand names, logos, marketing methods, trade dress, domain names, and associated goodwill; (d) design rights, whether registered or unregistered; (e) trade secrets, know-how, confidential information, and proprietary methodologies; (f) rights in data, data models, trained weights, AI models, machine learning models, algorithms, and system prompts; (g) moral rights; (h) all applications, renewals, extensions, continuations, divisions, re-examinations, and rights to apply for any of the foregoing; and (i) all rights of action, remedies, and rights to recover damages for any past, present, or future infringement or misappropriation of any of the foregoing.

"IntentOne" means the Product and / or software as further described in the Documentation.

"Lift" means an enterprise customer intelligence engine that ingests first party weblog data to build rich behavioural and psychographic profiles as further described in the Documentation.

"Malicious Software" means any viruses, malware, trojan horses, or any other similar harmful software.

"One-time Fees" means charges which are only incurred on a one-time basis and set out in the Order Form.

"Order Form" means a written order document in a form prescribed or approved by IHQ, executed by both Parties, that references this Agreement and sets out the specific Products and/or Professional Services ordered, together with the applicable Fees, licence metrics, and any other commercial terms applicable to that order. Each executed Order Form is incorporated into and forms part of this Agreement. No order, proposal, purchase order, or similar document issued by the Client shall constitute an Order Form unless it is in a form prescribed or approved by IHQ and executed by both Parties.

"Outputs" means any content, data, information, text, code, images, audio, video, predictions, recommendations, or other material generated, suggested or produced directly or indirectly by an AI Agent or the AI Products in response to Inputs, including AI Outputs.

"Party" means IHQ or the Client when referred to individually.

"Parties" means IHQ and Client when referred to together.

"Permitted Purpose" is as described in Clause 20.2.

"Product Specific Terms" means the additional terms, conditions, restrictions, and requirements applicable to a particular Product, as published by IHQ at the IHQ Legal Resource Centre and/or appended to or referenced in the applicable Order Form, which supplement and form part of this Agreement.

"Professional Services" is as described in Clause 5.1.

"Recurring Fees" means the charges for the Products and/or Professional Services (as applicable) which are charged on a recurring basis and incurred when each recurring period begins.

"Renewal Subscription Term" means such period set out in the Order Form or where the Order Form is silent as to the Renewal Subscription Term, it shall be deemed to be twelve (12) months.

"SDK" means the software development kit associated with the Products, including APIs, libraries, documentation, sample code, and related tools provided by IHQ.

"Products" means the different product service offerings which shall be made available to the Client together with any support services to be provided by IHQ as specified in an applicable Order Form and further described within the Documentation.

"SOW" means a statement of work detailing the Professional Services to be provided to the Client.

"Subscription Period" means the initial Subscription Term and shall continue for each additional and successive Renewal Subscription Term.

"Taxes" is as described in Clause 8.

"Usage Fees" means any and all applicable usage charges which are not included as standard in the Products as set out in the Order Form or uploaded to IHQ Legal Resource Centre as may be updated from time to time.