PROOF OF CONCEPT TERMS – INTENT ONE

1. GENERAL

1.1. These IntentOne Proof of Concept Terms ("**PoC Terms**") govern the Client's access to and use of IntentOne during a proof of concept period made available by Intent HQ Limited or any of its affiliates ("**IHQ**").

1.2. By registering for, accessing or using IntentOne for proof of concept, the Client agrees to be bound by these PoC Terms.

1.3. Unless otherwise stated within these PoC Terms, any capitalised terms shall have the same meanings as those in the Definitions set out in the Schedule.

1.4. These PoC Terms apply solely to the Client's evaluation use of IntentOne prior to entering into a paid subscription agreement. If the Client subsequently enters into an order form for IntentOne, the IHQ General Terms, IntentOne Product Specific Terms and associated documents shall apply from the effective date of such Order Form.

2. PROOF OF CONCEPT ACCESS

2.1. IHQ may, at its sole discretion, provide the Client with temporary access to IntentOne for evaluation purposes (the "**PoC**").

2.2. The PoC shall commence on the date access to IntentOne is made available to the Client and shall continue for such period set out in the Order Form or if not specified, ninety (90) days (the "**PoC Period**"), unless terminated earlier in accordance with these PoC Terms.

2.3. At the end of the PoC Period, the Client may choose to continue using IntentOne by entering into a separate written agreement with IHQ for a paid subscription for IntentOne.

2.4. During the PoC Period the Client may use IntentOne for (i) internal evaluation and testing purposes, and/or (ii) the limited production use as mutually agreed in writing between the parties on or prior to the date the PoC Period commences.

2.5. The PoC may include limited access to certain IntentOne features. IHQ may modify, restrict, or remove any functionality during the PoC Period.

3. INTENTONE POC LIMITATIONS

3.1. Changes to IntentOne. The Client acknowledges that IntentOne is a developing platform and that its features, interfaces and capabilities may evolve during the PoC Period. IHQ may modify or update IntentOne at any time without notice.

3.2. Availability. IHQ does not guarantee that IntentOne will operate without interruption during the PoC Period.

3.3. Limitations. IHQ may impose limits and restrictions on aspects and features of IntentOne during the PoC Period at its sole discretion, including but not limited to data consumption, integrations and connectors, the number of queries permitted, limits on the volume of data processed, data refreshes and workflows.

3.4. Support. IHQ has no obligation to provide support during the PoC. Any support provided during the PoC Period shall be provided at IHQ's discretion and may be limited.

4. LICENCE

4.1. Subject to the Client's compliance with these PoC Terms, IHQ grants the Client a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use IntentOne solely during the PoC Period for internal evaluation purposes only. The Client shall not sublicense, distribute, or make IntentOne available to any third party.

4.2. The Client shall not:

4.2.1. alter, hide or remove any copyright, trademark or other Intellectual Property Rights notice contained in IntentOne;

4.2.2. copy, translate, publish, frame, mirror, create derivative works from, modify, reverse engineer, decompile or disassemble IntentOne or attempt to do so, except that: (a) Client may decompile IntentOne only to the extent permitted by law where this is indispensable to obtain the information necessary to achieve the interoperability of an independently created programme with IntentOne and such information is not available from IHQ or elsewhere; and (b) Client may make backup copies of IntentOne software solely as necessary for its lawful use;

4.2.3. use IntentOne for providing hosting or software-as-a-service offerings to third parties or to create a competing product or service;

4.2.4. transfer, assign or sublicense IntentOne without prior written consent from IHQ;

4.2.5. use IntentOne in a manner that violates applicable laws or regulations or is harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

4.2.6. circumvent any access control, security or privacy features of IntentOne;

4.2.7. extract or reuse any algorithms, procedures, workflows or hierarchies from IntentOne for the purpose of creating or assisting in the creation of any works intended to be used as a competitive substitute for IntentOne or any material part thereof;

4.2.8. use IntentOne to create any software or service containing any Malicious Software;

4.2.9. use IntentOne to damage, detrimentally interfere with, surreptitiously intercept or misappropriate any system or data;

4.2.10. train any algorithms using Outputs, data or behavioural patterns extracted from IntentOne;

4.2.11. configure spend thresholds, frequency caps, suppression lists or other compliance controls in a manner intended to circumvent applicable laws or regulations or fail to maintain accurate and current suppression lists and opt-out records where IntentOne relies on Client-provided data for compliance enforcement;

4.2.12. use IntentOne's data modification capabilities to modify, delete or corrupt data in Client or third-party systems in a manner inconsistent with the Documentation or authorise IntentOne to perform write operations without implementing appropriate backup and recovery procedures;

4.2.13. use IntentOne's audience segmentation or targeting features in a manner that discriminates against individuals on the basis of protected characteristics under applicable law, including but not limited to in connection with credit, housing, employment or insurance decisions where such use would violate fair lending, fair housing or equal opportunity laws;

4.2.14. disable, circumvent or instruct IntentOne to override compliance suppressions (including quiet hours, opt-outs and frequency caps) that IntentOne enforces at runtime;

4.2.15. where IntentOne is provided on an "unlimited" basis, such use shall be subject to fair usage. The Client shall not use IntentOne in a way that is excessive, abusive or materially exceeds reasonable expectations for similarly situated users. IHQ may monitor usage and, where necessary, take proportionate steps to prevent service degradation or misuse, including suspension or restriction of access; and

4.2.16. rely on IntentOne as the sole basis for high-risk or legally binding decisions without appropriate human oversight.

4.3. The Client shall ensure all Client Data provided to IHQ shall be free from any Malicious Software.

5. CLIENT RESPONSIBILITIES

5.1. The Client shall ensure that all end users accessing IntentOne under the PoC comply with these PoC Terms.

5.2. The Client shall be responsible for:

5.2.1. maintaining the confidentiality of access credentials;

5.2.2. ensuring the accuracy and legality of any data uploaded to IntentOne; and

5.2.3. ensuring that its use of IntentOne complies with all applicable laws and regulations.

5.3. The Client acknowledges that IntentOne may generate Outputs based on available data and system logic. The Client is solely responsible for reviewing and validating Outputs before relying upon them.

6. CLIENT DATA AND DATA PROCESSING

6.1. The Client retains all ownership rights in any data, information or materials the Client provides to IntentOne ("**Client Data**"). The Client grants IHQ a non-exclusive, non-transferable right to process Client Data solely to provide the PoC and strictly in accordance with the Client's documented instructions (which, for the PoC, are these PoC Terms and the evaluation purpose set out above). IHQ will

not use Client personal data to improve, develop, test or train IntentOne or any other IHQ product, service or AI/machine-learning model, and will not generate insights from Client personal data other than the PoC outputs it produces on the Client's instructions and delivers to the Client.

6.2. The Client warrants that it has all necessary rights and lawful bases required under applicable data protection laws to provide Client Data to IHQ and to permit the processing described above, and that the Client has established a valid legal basis under applicable data protection laws and provided the required transparency to data subjects. To the extent IHQ processes personal data on the Client's behalf in connection with the PoC, IHQ acts as data processor and the Client acts as data controller (or the equivalent designations under applicable data protection laws).

6.3. IHQ shall: (i) process personal data only in accordance with the Client's documented instructions and these PoC Terms; (ii) ensure persons authorised to process the personal data are bound by confidentiality; (iii) implement appropriate technical and organisational security measures; (iv) engage sub-processors only with the Client's authorisation and under written terms imposing equivalent data-protection obligations, and IHQ will notify the Client in advance of any intended change of sub-processor so that the Client may object; (v) assist the Client, taking account of the nature of the processing, with data-subject requests, security incidents and any data protection impact assessment or regulatory engagement; (vi) notify the Client without undue delay on becoming aware of a personal data breach; (vii) not disclose Client personal data to any third party except as necessary to provide the PoC on the Client's instructions or as required by law (and, where lawful, notifying the Client first); and (viii) on expiry or termination of the PoC, at the Client's choice return or delete all Client personal data within 30 days, unless retention is required by law.

6.4. The Client acknowledges that Client Data may be stored, accessed and processed by IHQ personnel located outside the Client's jurisdiction, including in the United Kingdom and the European Union. IHQ will undertake international transfers of personal data only in accordance with applicable data protection laws, implementing appropriate transfer mechanisms as required (which may include standard contractual clauses, adequacy decisions, or other valid transfer mechanisms under the applicable data protection laws). The parties will put in place a full Data Processing Agreement before any processing beyond the PoC.

6.5. The Client shall ensure that, prior to submitting any Client Data to IHQ or to IntentOne, 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 these PoC Terms; 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.

7. INTELLECTUAL PROPERTY

7.1. All Intellectual Property Rights in and to IntentOne, including all software, models, algorithms, documentation and related materials, remain the exclusive property of IHQ or its licensors.

7.2. Nothing in these PoC Terms transfers any ownership rights in IntentOne to the Client.

7.3. IHQ may use feedback, suggestions, or ideas provided by the Client regarding IntentOne without restriction or obligation.

8. FEES

8.1. The PoC is provided at no charge during the PoC Period.

8.2. Unless the Client enters into a separate written agreement for paid services, the Client shall have no obligation to purchase IntentOne following the PoC.

9. WARRANTIES AND DISCLAIMERS

9.1. IntentOne is provided during the PoC Period on an "as is" and "as available" basis.

9.2. To the fullest extent permitted by law, IHQ makes no representations, warranties or guarantees regarding IntentOne, whether express or implied, including without limitation any warranty that:

9.2.1. IntentOne will be uninterrupted, error-free, or free from defects;

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9.2.2. Outputs and AI Outputs generated by IntentOne will be accurate, complete or suitable for any purpose; or

9.2.3. IntentOne will meet the Client's requirements or expectations.

9.3. To the fullest extent permitted by law, all warranties, representations, conditions and other terms (whether express or implied) that would otherwise apply under the IntentOne product specific terms are excluded in respect of the PoC Period. For the avoidance of doubt, the IntentOne product specific terms do not apply to the Client's use of IntentOne during the PoC Period.

9.4. The Client acknowledges that IntentOne may include Beta Products and that the Client uses IntentOne at its own risk. Beta Products are not the subject of these PoC Terms. IHQ may make them available voluntarily to all or individual Clients. Beta Products are intended for test use by the Client and evaluation by IHQ; they are not final products or features and may contain bugs or other inaccuracies. IHQ reserves the right to change, adapt or discontinue the Beta Products at any time. Beta Products are provided without warranties, service levels or support.

10. CONFIDENTIALITY

10.1. All non-public information disclosed by either party to the other in connection with the PoC, including all information relating to IntentOne (its features, functionality, performance, pricing, and any evaluation results), is the disclosing party's confidential information ("**Confidential Information**").

10.2. The receiving party shall: (a) not disclose Confidential Information to any third party without the disclosing party's prior written consent; (b) use Confidential Information only for the purposes of the PoC; and (c) protect Confidential Information with at least the same degree of care it uses for its own confidential information, and in any event no less than a reasonable degree of care. For the avoidance of doubt, all features, functionality, performance data, benchmarks, and any outputs or evaluation results relating to IntentOne constitute IHQ's Confidential Information. These obligations shall survive for five (5) years from expiry or termination of the PoC.

11. SECURITY TESTING

11.1. The Client may perform security testing of the IntentOne SDK, including testing that results in normal interaction with IHQ-hosted APIs and services as reasonably required for the SDK to operate. The Client shall provide IHQ with at least two (2) business days' prior notice of the intended testing dates and times.

11.2. If the proposed testing includes activities that could reasonably be expected to materially impact the availability, performance, stability or security of IHQ-hosted APIs, services or infrastructure (including, by way of example, denial-of-service or stress testing, high-volume automated traffic, large-scale fuzzing, or other testing likely to generate abnormal request volumes), the Client must notify IHQ in advance and obtain IHQ's written agreement on the scope, timing and rules of engagement before commencing such activities. All other testing that falls within the scope of Clause 11.1 may proceed without further approval. The Client agrees to use reasonable endeavours to notify IHQ without undue delay if any Critical or High severity vulnerability is identified during the testing and to provide sufficient details of the finding to enable IHQ to assess and remediate the issue.

11.3. The Client shall not create persistent accounts, credentials, backdoors, scheduled tasks or other mechanisms intended to maintain ongoing access following completion of the testing. All findings from any penetration 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.

12. CLIENT INDEMNITY

12.1. The Client agrees to indemnify IHQ and its officers, employees, and agents against any claims, losses, costs, and expenses (including reasonable legal fees) arising from: (a) the Client's breach of these PoC Terms, including any infringement of IHQ's Intellectual Property Rights; (b) non-compliance with applicable data protection laws; (c) use of IntentOne outside the permitted scope; or (d) any claim that Client Data infringes third-party rights.

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13. LIMITATION OF LIABILITY

13.1. To the fullest extent permitted by law, IHQ's total aggregate liability arising out of or in connection with the Client's use of IntentOne during the PoC Period shall not exceed one thousand pounds (GBP 1,000). The Parties agree that this is a reasonable and proportionate limit given that the PoC is provided at no charge and for a limited duration.

13.2. Neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, revenue, business, or anticipated savings; loss of or damage to goodwill or reputation; loss of use or corruption of data; or any indirect, special, or consequential loss or damage, arising under or in connection with the PoC, even if such loss was reasonably foreseeable.

13.3. Nothing in these PoC Terms excludes liability that cannot be excluded under applicable law.

14. SUSPENSION AND TERMINATION

14.1. IHQ may suspend or restrict the Client's access to IntentOne at any time, for any reason or no reason, including without limitation where:

14.1.1. the Client breaches these PoC Terms;

14.1.2. suspension is required to protect the security or integrity of IntentOne; or

14.1.3. IHQ reasonably believes the Client's use may cause harm to IntentOne or other users.

14.2. IHQ shall have no liability arising from any suspension.

15.1. The PoC will terminate automatically at the end of the PoC Period. IHQ may also terminate the PoC at any time for any reason before the end of the PoC Period by providing written notice to the Client.

15.2. The Client may terminate the PoC at any time by emailing the IHQ IntentOne Account Executive or Product Support Team.

15.3. Upon termination or expiry of the PoC:

15.3.1. the Client's right to access and use IntentOne shall immediately cease;

15.3.2. the Client shall cease all use of IntentOne and delete any documentation provided by IHQ; and

15.3.3. the Client shall, upon IHQ's written request, certify in writing that it has complied with its obligations under this section, including the deletion of all copies of IntentOne documentation, Confidential Information, and any materials derived from IntentOne.

15.4. IHQ will retain the Client Data for a period of 30 days from the date of termination during which the Client can reactivate its account as a paid subscription to IntentOne. After the 30-day period all Client Data associated with the PoC will be deleted. IHQ shall have no obligation to retain Client Data beyond this period.

15. GENERAL AND GOVERNING LAW

16.1. These PoC Terms constitute the entire agreement between the Parties in relation to the PoC.

16.2. IHQ may update these PoC Terms from time to time by publishing an updated version.

16.3. These PoC Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16.4. The Client may not assign, novate, or otherwise transfer any right or obligation under these PoC Terms without IHQ's prior written consent.

16.5. The provisions relating to Intellectual Property, Confidentiality, Client Data, Data Processing, Limitation of Liability, Client Indemnity, and this General section shall survive termination or expiry of the PoC.

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SCHEDULE ONE: DEFINITIONS

The following defined terms apply throughout these PoC Terms:

Defined Term	Definition
AI	A machine-based system designed to operate with varying levels of autonomy 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 Agent	An automated AI component of IntentOne 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.
Beta Products	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 Products are provided as-is, may be modified, suspended, or discontinued by IHQ at any time and may not become generally available. Beta Products are excluded from warranties, service levels and support.
Client	The individual or entity (including any company, corporation, partnership, organisation or other person) that registers for, accesses or uses the IntentOne PoC, and includes any person acting on its behalf.
Client Data	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 IntentOne.
Documentation	IHQ user guides, training manuals, instructions, usage information, technical documentation and other similar documentation related to IntentOne, as updated or revised by IHQ from time to time, that IHQ provides to Client, excluding any marketing or promotional materials.
Inputs	Any content, data, information, text, code, images, audio, video, or other material that (a) a user provides to, enters in, or uploads to IntentOne or (b) is retrieved, accessed or ingested by IntentOne from third party systems, applications, or services (including via connectors or integrations) in each case in connection with the Client's use of IntentOne and for processing, analysis, or generation of Output.
Intellectual Property Rights	Any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.
IntentOne	The product and/or software as further described in the Documentation.

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Malicious Software	Any viruses, malware, trojan horses, or any other similar harmful software.
Outputs	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 IntentOne in response to Inputs.
SDK	The software development kit associated with IntentOne provided by IHQ.

PROOF OF CONCEPT TERMS – INTENT ONE

SCHEDULE TWO –
DATA PROCESSING AGREEMENT

This Data Processing Agreement (the "**DPA**") supplements and forms part of the PoC Terms.

1. Roles and definitions

1.1 In respect of the personal data IHQ processes on the Client's behalf to provide the PoC ("**Client Personal Data**"), the Client is the controller (controlador) and IHQ is the processor (operador).

1.2 "Applicable Data Protection Law" means the Brazilian Lei Geral de Proteção de Dados (Law No. 13.709/2018) (the "**LGPD**") and any other data protection law applicable to the processing. Words defined in the PoC Terms have the same meaning in this DPA.

2. Relationship with the PoC Terms

2.1 The "Client Data and Data Processing" provisions of the PoC Terms govern the processing of Client Personal Data and continue to apply in full.

2.2 This DPA supplements those provisions with the additional obligations and particulars set out below and in the Annexes. If there is any conflict between this DPA and the PoC Terms on a data-protection matter, this DPA prevails.

2.3 For the avoidance of doubt, the PoC Terms' provisions on documented instructions, no other use of Client Personal Data (including no training of AI or machine-learning models), restrictions on disclosure, personal data breach notification, pseudonymisation, and return or deletion of Client Personal Data apply to the processing and are not restated in this DPA except where supplemented below.

3. Security

IHQ implements and maintains the technical and organisational measures set out in Annex 2 (LGPD Art. 46).

4. Sub-operators

The sub-operators authorised by the Client are listed in Annex 3. IHQ engages each sub-operator under written terms imposing data-protection obligations equivalent to those in the PoC Terms and this DPA. IHQ gives the Client at least 14 days' prior written notice of any intended addition or replacement of a sub-operator, during which the Client may object on reasonable data-protection grounds.

5. Assistance

Taking account of the nature of the processing, IHQ assists the Client with: (a) responding to data-subject requests (LGPD Art. 18); (b) data protection impact assessments (LGPD Art. 38); (c) security incidents; and (d) enquiries from, or engagement with, the ANPD.

6. Records

IHQ maintains records of the processing activities carried out on the Client's behalf (LGPD Art. 37).

7. Demonstrating compliance and audit

IHQ makes available to the Client the information reasonably necessary to demonstrate compliance with this DPA and the PoC Terms and, on at least 30 days' prior written notice and no more than once during the PoC Period, allows and contributes to an audit of its processing of Client Personal Data, provided that the audit does not compromise the security or confidentiality of other customers' data or of IHQ's systems.

8. Personnel

IHQ ensures that persons authorised to process Client Personal Data are subject to obligations of confidentiality and receive appropriate data-protection training.

9. International transfers - Standard Contractual Clauses

The ANPD Standard Contractual Clauses applicable to transfers of Client Personal Data from Brazil to the United Kingdom are set out in Annex 4 and are incorporated into and form part of this DPA. Transfers to, and access from, the European Union rely on the ANPD's adequacy recognition of the EU / EEA (Resolution CD/ANPD No. 32/2026).

10. Contacts

IHQ data protection contact: Data Protection Officer, legal@intenthq.com. The Client's encarregado (data protection officer) to be notified to IHQ on or prior to the commencement of the PoC.

11. Term and governing law

11.1 This DPA takes effect at the start of the PoC Period and continues for its duration. Provisions that by their nature are intended to survive termination continue in effect.

11.2 This DPA is governed by the laws of Brazil, consistent with and as set out in section 16 of the PoC Terms. The LGPD applies to the processing of Client Personal Data.

Annex 1 – Details of Processing

- Subject-matter: provision of the IntentOne proof of concept.
- Duration: the PoC Period (60 days).
- Nature and purpose: processing of device- and app-usage data (on-device and, where exported, in the cloud) to generate insights for the purpose of evaluating IntentOne.
- Types of personal data: pseudonymised customer and device/app-usage data and any further categories as may be agreed between the parties in writing during the PoC Term.
- Categories of data subjects: the Client's customers and end-users.

Annex 2 — Technical and Organisational Measures

- Encryption of Client Personal Data in transit and at rest.
- Pseudonymisation, with the re-identification key retained by the Client.
- Access control on a least-privilege basis, with authentication for authorised personnel.
- Logical segregation of the PoC environment.
- Logging and monitoring of access to, and processing of, Client Personal Data.
- Confidentiality obligations and data-protection training for authorised personnel.
- Security-incident detection, response and escalation procedures.

Annex 3 — Authorised Sub-operators

- Amazon Web Services (AWS) — cloud hosting and infrastructure — Brazil.

Annex 4 — ANPD Standard Contractual Clauses (transfers to the United Kingdom)

- The ANPD Standard Contractual Clauses set out in Annex II to Resolution CD/ANPD No. 19/2024 apply to transfers of Client Personal Data from Brazil to the United Kingdom and are incorporated into this DPA, completed by the particulars in Annexes 1 to 3. The Clauses are adopted in the form established by the ANPD and are not amended by the parties.