

Intent HQ Service 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 Service Terms, Service Specific Terms, Data Protection Addendum, Order Form(s) and SOW(s).
- 1.2. In the event of conflict, the order of precedence shall be: (1) Order Form (solely as to type, quantity and pricing of the ordered Services and Professional Services), (2) an SOW (solely as to the description of the Professional Services to be performed), (3) Service Specific Terms, (4) Data Protection Addendum which is located within the **IHQ Legal Resource Centre**, (5) these Service Terms, and (6) Order Forms and SOWs (as to all other terms contained therein).

2. Services

- 2.1. Ordering. **Client** may order IHQ's 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 Services. Client acknowledges that the nature of the Services means that IHQ is regularly developing, evolving and improving the Services. Accordingly, IHQ may make changes and updates to the Services from time to time and will advise the Client of any anticipated downtime. Any changes which materially reduce the functionality of the Services 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 Services as "software as a service" and/or on a subscription basis and the applicable licence provisions are contained within the Service Specific Terms.

5. Professional Services

- 5.1. From time to time, IHQ may at its discretion as an additional and separate service to the Services, 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 12.

- 6.2. Order Form Term and Renewal. Each Order Form shall commence on the Effective Date for 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).

- 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 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, counter-claim, abatement, or other similar deduction.
- 7.4. Without prejudice to IHQ's rights and remedies set out in this Agreement, IHQ reserves the right to charge interest on any unpaid Fees at the annual rate of four (4) per cent above the Bank of England's base rate measured from the due date to the date of payment.
- 7.5. IHQ shall be entitled to increase the Fees at the start of each Renewal Subscription Term by providing at least 60 days' prior written notice to Client.

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:
 - 9.1.1. the Services, including all source code, object code, SDKs, updates, upgrades, modifications, customisations, enhancements, and Documentation;
 - 9.1.2. any materials, tools, or methodologies developed or provided by IHQ in connection with this Agreement; and
 - 9.1.3. 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.

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 Services may include third-party components or open-source software, which are subject to their own licence terms. The Client agrees to comply with any such terms as provided by IHQ.

10. Client Data

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

10.2. 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 Data Processing Addendum in respect of the Client Data which is in its possession.

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

10.4. Client shall grant IHQ have a non-exclusive, non-transferable, non-sublicensable worldwide right to use the Client Data to provide the Services 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.

10.5. IHQ is permitted to process, aggregate (including with other data sources) and pseudonymise Client Data for the following purposes:

- 10.5.1. improving, developing, training, and testing IHQ's Services;
- 10.5.2. generating anonymised insights, analytics, or trends that do not identify the Client or its users; and
- 10.5.3. enhancing IHQ's algorithms, models, and systems; ("**Development Data**").

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

11. Suspension

11.1. Without prejudice to IHQ's other rights and/or remedies under this Agreement, IHQ may at its discretion suspend the Services 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 Services; or (iii) if any Fees remain overdue for a period of more than thirty (30) days, provided that IHQ has first

provided at least seven (7) days' written notice to Client. In the event suspension is required under (ii) above, to the extent possible, IHQ will provide advance notice of any suspension or promptly thereafter.

12. Termination

12.1. 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.

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

12.3. IHQ may terminate this Agreement on thirty (30) days' written notice in the event Clause 15.3.3 applies.

13. Effect of Termination

13.1. Upon the termination or expiry of this Agreement:

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

13.1.2. 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;

13.1.3. save where the Client validly terminates this Agreement in accordance with Clause 12, IHQ shall invoice and the Client shall pay all Fees which would otherwise have been payable had this Agreement not be terminated; and

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

13.1.5. 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.

14. Warranties and Representations

14.1. 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.

14.2. IHQ warrants that the Services 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 Services so that they substantially conform with the Documentation.

14.3. The Client shall ensure that its use of the Services complies with all applicable laws, regulations, and industry standards.

14.4. 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 SERVICES WILL BE FREE FROM ERRORS OR AVAILABLE AND (IV) ANY WARRANTIES,

CONDITIONS OR REPRESENTATIONS ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

15. Indemnities

- 15.1. Along with any indemnities set out in any Service Specific Terms, the following indemnities shall apply:
- 15.2. IHQ Indemnity. IHQ shall indemnify, defend, and hold harmless the Client from and against any a **Claim** brought by a third party alleging that the Client's authorised use of the Services in accordance with this Agreement infringes or misappropriates any third-party's Intellectual Property Rights.
- 15.2.1. 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.
- 15.2.2. IHQ shall have no liability or obligation under this Clause 15 to the extent that any Claim arises from:
- 15.2.2.1. the Client's use of the Services in a manner not authorised under this Agreement or inconsistent with the applicable Documentation;
- 15.2.2.2. modifications to the Services made by the Client or any third party other than with IHQ's prior written consent;
- 15.2.2.3. use of the Services in combination with any product, software, or service not supplied or approved in writing by the IHQ, where the alleged infringement would not have occurred but for such combination;
- 15.2.2.4. any specifications, Client Data or materials provided by the Client or a third party acting on the Client's behalf; or
- 15.2.2.5. the Client's failure to use updated or modified Services provided by IHQ to avoid or mitigate the alleged infringement.
- 15.3. 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:
- 15.3.1. procure for the Client the right to continue using the affected Services;
- 15.3.2. modify or replace the affected Services to make them non-infringing, provided that such modification or replacement does not materially diminish their functionality; or
- 15.3.3. if neither of the above options is commercially feasible, terminate the Client's rights to use the affected Services and refund to the Client a pro-rata portion of any Fees already paid for such Services which have yet to be provided.
- 15.4. Client Indemnity. The Client shall 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:
- 15.4.1. The Client's or its employees', agents', contractors', or end users' use of the Services in a manner not authorised under this Agreement, including any use that breaches Clause 14.3 of this Agreement; or
- 15.4.2. the authorised use by IHQ and its Indemnified Parties of the Client Data.

- 15.5. Indemnity Obligations. The indemnity obligations set out under this Agreement is subject to the following conditions:
- 15.5.1. The indemnified Party must promptly notify the indemnifying Party in writing of the Claim, providing reasonable details of the allegation and its impact.
- 15.5.2. The indemnifying Party shall have sole control of the defence and settlement of the Claim.
- 15.5.3. 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.
- 15.5.4. The indemnified Party shall provide reasonable assistance and cooperation to the indemnifying Party in defending the Claim, at the indemnified Party's expense.

16. Limitation of Liability

- 16.1. 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:
- 16.1.1. LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS;
- 16.1.2. LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION;
- 16.1.3. 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 PROTECTION ADDENDUM); OR
- 16.1.4. ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE,
- 16.1.5. 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.
- 16.2. CAP ON LIABILITY. SUBJECT TO CLAUSES 16.1 AND 16.3, 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 THE IHQ UNDER THAT ORDER FORM IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST CLAIM MADE UNDER THIS AGREEMENT BY THE OTHER PARTY.
- 16.3. UNCAPPED LIABILITIES. SUBJECT TO CLAUSE 16.1, EACH PARTY'S LIABILITY FOR:
- 16.3.1. ANY BREACH OF CLAUSE 18 (CONFIDENTIALITY) (SAVE TO THE EXTENT IT IS ALSO A BREACH OF THE DATA PROTECTION ADDENDUM);
- 16.3.2. ANY INDEMNITIES PROVIDED UNDER THIS AGREEMENT;
- 16.3.3. 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), SHALL BE UNCAPPED.
- 16.4. UNLIMITED LIABILITIES. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR:

- 16.4.1. DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS;
16.4.2. FRAUD OR FRAUDULENT MISREPRESENTATION; OR
16.4.3. ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

- 16.5. USE OUTSIDE OF SCOPE: NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE CLIENT'S LIABILITY FOR ANY USE OF THE SERVICES OUTSIDE OF SCOPE OF THIS AGREEMENT.

17. Disputes

- 17.1. 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 30 days of receipt thereof. The notice must specify the line item(s) within the invoice and/or specific amount(s) in dispute and the basis of the dispute in reasonable detail. If no dispute is raised to any invoice or part thereof 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 of said invoice shall be paid in full by the due date whereas the validly disputed amount shall be pending payment while the Parties seek a resolution.

- 17.2. 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 of any invoice dispute, any charges which are 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).

- 17.3. 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 14 days of providing written notice of the dispute.

18. Confidentiality

- 18.1. 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, Services 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.

- 18.2. 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 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 18.

19. Miscellaneous

- 19.1. Publicity. IHQ may, subject to the Client's prior consent, use the name and/or logo and identify the Client as a customer of IHQ in a press release and/or in any of its sales or marketing literature (including websites or social media).
- 19.2. Feedback. Client hereby assigns to IHQ all intellectual property and other rights, title, and interest in or to any suggestion, improvement, enhancement, recommendation, correction, idea, or other feedback that the Client may provide to or create with IHQ relating to its operations, Services (or any component thereof), and agrees that IHQ shall be free to use, license, assign, and exploit any ideas, concepts, know-how, or techniques contained therein for any purpose without restriction or compensation.
- 19.3. Third Party Rights. No one other than a Party to this Agreement shall have any right to enforce any of its provisions.
- 19.4. Entire Agreement.
- 19.4.1. This Agreement supersedes any prior contracts, arrangements and undertakings between the Parties in relation to its subject matter and constitutes the entire agreement between the Parties relating to the subject matter.
- 19.4.2. Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

- 19.5. Severance. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 19.6. Waiver. No failure, delay or omission by either Party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 19.7. Counterparts. This Agreement may be executed in any number of counterparts and by each Party on separate counterparts each of which when executed (either in writing or via electronic means) and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same agreement.
- 19.8. Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (except for payment obligations) if such delay or failure results from events, circumstances, or causes beyond its reasonable control, including but not limited to acts of God, flood, drought, earthquake, or other natural disaster; terrorist attack, civil war, civil commotion, or riots; war, threat of or preparation for war; armed conflict; imposition of sanctions; nuclear, chemical, or biological contamination; any law or action taken by a government or public authority (including imposing an export or import restriction, quota, or prohibition); collapse of buildings, fire, explosion, or accident; any labour or trade dispute, strikes, industrial action, or lockouts; or interruption or failure of utility service.
- 19.9. Amendments.
- 19.9.1. Save as permitted in Clauses 3.1 and 19.9.2, no variation or amendment of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed by both Parties.
- 19.9.2. IHQ shall be permitted to vary this Agreement where necessary to comply with applicable law. IHQ shall provide at least 30 days' prior written notice to such variation taking effect
- 19.10. Notices. Notices under this Agreement shall be in writing and sent to a Party's registered address as set out in the Order Form and/or within these Licence Terms (and where applicable with a copy sent to the email address set out below). Notices may be given, and shall be deemed received:
- I. by first-class post or by using a next Business Day delivery service: *two (2) Business Days after posting*;
 - II. by airmail: *seven (7) Business Days after posting*;
 - III. by hand: *on delivery*;
 - IV. by email to legal@intenthq.com in the case of IHQ and the email address set out in the Order Form in the case of the Client: *on receipt of a delivery return email*.
- This Clause 19.10 does not apply to notices given in any legal proceedings (including arbitration and mediation).
- 19.11. Survival. Clause 9 (Intellectual Property), Clause 13 (Effect of Termination), Clause 16 (Limitation of Liability), Clause 18 (Confidentiality), Clause 19 (Miscellaneous) shall survive termination or expiration of this Agreement, as shall any other provision that by its nature is intended to so survive.

19.12. Assignment. No Party may assign, novate or otherwise transfer any right or obligation under this Agreement, in whole or in part, without the other Party's prior written consent save for IHQ are permitted to assign its obligations under this Agreement to an IHQ Affiliate.

19.13. Subcontracting. IHQ may sub-contract the performance of any of its duties under this Agreement to any of its Affiliates, associates, and/or contractors.

19.14. Jurisdiction and Governing Law.

19.14.1. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

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

20. Definitions

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

Affiliates	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	As defined in Clause 1.1.
Business Day(s)	A day other than a Saturday, Sunday, or a public holiday in England when banks in London are generally open for normal business.
Claim	Claims, demands, actions, losses, liabilities, damages, costs, and expenses or proceedings (including reasonable legal fees and disbursements).
Client	As described in the Order Form.
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 the Services.
Confidential information	As described in Clause 18.1.
Documentation	IHQ user guides, training manuals, instructions, usage information, technical documentation and other similar documentation related to the Services, as updated or revised by IHQ from time to time, that IHQ provides to Client (i) within the Services 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.

Effective Date As defined in Clause 2.1.

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

IHQ 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 Available at: www.intenthq.com/legal

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

Initial Subscription Term Such period set out in the Order Form.

Insolvency Event Where either Party has a bankruptcy, insolvency, or similar proceeding not dismissed within thirty (30) days; or, (iii) upon either Party being made insolvent or bankrupt; or the making of an assignment for the benefit of creditors.

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.

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

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

Order Form A document which is used to record the Services and/or Professional Services ordered from IHQ.

Party Either IHQ or the Client when referred to individually.

Parties IHQ and Client when referred to together.

Permitted Purpose As described in Clause 18.2.

Professional Services As described in Clause 5.1.

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

Renewal Subscription Term 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 The software development kit associated with the Services, including APIs, libraries, documentation, sample code, and related tools provided by IHQ.

Services Licensing the components of 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 A Statement of Work detailing the Professional Services to be provided to the Client.

Subscription Period Shall be the initial Subscription Term and continue for each additional and successive Renewal Subscription Term.

Taxes As described in Clause 8.

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

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