
TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. All contracts that the Provider may enter into from time to time for the provision of the Hosted Services and related services shall be governed by these Terms and Conditions, and the Provider will ask for the Customer's express written acceptance of these Terms and Conditions before providing any such services to the Customer.

1. Definitions

1.1 In these Terms and Conditions, except to the extent expressly provided otherwise:

"Acceptance Criteria" means:

- (a) the Platform and Hosted Services conforming in all respects with the Hosted Services Specification; and
- (b) the Hosted Services being free from Hosted Services Defects;

"Acceptance Period" means a period of 10 Business Days following the making available of the Hosted Services to the Customer for the purposes of testing in accordance with Clause 4 or any repeated making available of the Hosted Services to the Customer for the purposes of testing in accordance with Clause 4, or such other period or periods as the parties may agree in writing;

"Acceptance Tests" means a set of tests designed to establish whether the Hosted Services meet the Acceptance Criteria, providing that the exact form of the tests shall be agreed and documented by the parties acting reasonably in advance of the first Acceptance Period;

"Access Credentials" means the usernames, passwords and other credentials enabling access to the Hosted Services, including both access credentials for the User Interface and access credentials for the API;

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means a contract between the parties incorporating these Terms and Conditions, and any amendments to that contract from time to time;

"AI Output Data" means data generated using AI Systems;

"AI Systems" means machine learning and other artificial intelligence systems, tools, applications, algorithms and/or models;

"Anti-Corruption Laws" means all applicable anti-bribery and anti-corruption laws (including the Bribery Act 2010);

"Anti-Slavery Laws" means all applicable anti-slavery and anti-human trafficking laws (including the Modern Slavery Act 2015);

"Anti-Tax Evasion Laws" means all applicable anti-tax evasion laws (including the Criminal Finances Act 2017);

"API" means the application programming interface for the Hosted Services defined by the Provider and made available by the Provider to the Customer;

"API Deployment" means a deployment of the Hosted Services in which the Customer accesses the Platform by means of the API and operates its own user experience, thereby bypassing the Platform's native consent capture workflow;

"Biometric Data" means personal data resulting from specific technical processing relating to the physical or physiological characteristics of a natural person that allows or confirms the unique identification of that natural person, including images of facial morphology processed for the purposes of the Hosted Services, constituting special category personal data within the meaning of Article 9 of the UK GDPR and, where applicable, Article 9 of the EU GDPR;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"CCN" means a change control notice issued in accordance with Clause 18;

"CCN Consideration Period" means the period of 10 Business Days following the receipt by a party of the relevant CCN from the other party;

"Change" means any change to the scope of the Services;

"Charges" means:

- (a) the charges and other payable amounts specified in Section 3 of the Services Order Form and elsewhere in these Terms and Conditions; and
- (b) such further charges and payable amounts as may be agreed in writing by the parties from time to time, including pursuant to any variation of the Agreement entered into in accordance with Clause 43;

"Confidential Information" means the Provider Confidential Information and the Customer Confidential Information;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** should be construed accordingly);

"Customer" means the person or entity identified as such in Section 1 of the Services Order Form;

"Customer Confidential Information" means:

- (a) any information disclosed by or on behalf of the Customer to the Provider at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - (i) was marked or described as "confidential"; or
 - (ii) should have been reasonably understood by the Provider to be confidential;

"Customer Data" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer;

supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Customer using the Hosted Services (but excluding usage data relating to the Platform and Hosted Services, and excluding server log files);

"Customer Indemnity Event" has the meaning given to it in Clause 28.3;

"Customer Personal Data" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to the Agreement, but excluding personal data with respect to which the Provider is a data controller;

"Customer Representatives" means the person or persons identified as such in Section 6 of the Services Order Form, and any additional or replacement persons that may be appointed by the Customer giving to the Provider written notice of the appointment;

"Customer Systems" means the hardware and software systems of the Customer that interact with, or may reasonably be expected to interact with, the Hosted Services;

"Customisation" means a customisation of the Hosted Services, whether made through the development, configuration or integration of software, or otherwise;

"Data Protection Laws" means the EU GDPR and the UK GDPR and all other applicable laws relating to the processing of Personal Data;

"Documentation" means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

"Effective Date" means the date upon which the parties execute a hard-copy Services Order Form; or, following the Customer completing and submitting the online Services Order Form published by the Provider on the Provider's website, the date upon which the Provider sends to the Customer an order confirmation;

"EU GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time;

"Expenses" means the travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by the Provider exclusively in connection with, the performance of the Provider's obligations under the Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (which may include failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars);

"Hosted Services" means the Benchmark, Recruit and Develop psychometric assessment services specified in Section 1 of the Services Order Form, together with any additional services agreed by the parties in writing, as further described in the Hosted Services Specification and Documentation, and as updated by the Provider from time to time subject to the restrictions set out in the Agreement;

"Hosted Services Defect" means a defect, error or bug in the Platform having an adverse effect or a material adverse effect on the appearance, operation, functionality or

performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services;
- (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;
- (c) a failure of the Customer to perform or observe any of its obligations in the Agreement; and/or
- (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"Hosted Services Specification" means the specification for the Platform and Hosted Services set out in Section 3 of the Services Order Form and in the Documentation;

"Initial Term" means the period determined in the customer order form, in months beginning on the Effective Date;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"OCEAN Scores" means the five-factor personality profile scores (Openness, Conscientiousness, Extraversion, Agreeableness and Neuroticism) derived by the Platform from the processing of images of facial morphology, together with any fit percentages or derived reports generated from those scores;

"Personal Data" means personal data under any of the Data Protection Laws;

"Platform" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"Platform Deployment" means a deployment of the Hosted Services in which the Customer and its subjects interact with the Platform by means of the Platform's native user interface and workflow, including the Platform's integrated consent capture mechanism;

"Provider" means Talent Recognition Limited, a company registered in England and Wales (Company No. 12128657), having its registered office at Brockley Place, Bury Road, Brockley, Bury St. Edmunds, IP29 4AG;

"Provider Confidential Information" means:

- (a) any information disclosed by or on behalf of the Provider to the Customer during the Term or at any time before the termination of the Agreement (whether disclosed in

writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Customer (acting reasonably) to be confidential; and

(b) the terms of the Agreement;

"Provider Indemnity Event" has the meaning given to it in Clause 28.1;

"Provider Representatives" means the person or persons identified as such in Section 6 of the Services Order Form, and any additional or replacement persons that may be appointed by the Provider giving to the Customer written notice of the appointment;

"Remedy Period" means a period of 20 Business Days following the Customer giving to the Provider a notice that the Hosted Services have failed the Acceptance Tests, or such other period as the parties may agree in writing;

"Renewal Term" means a period of 12 months beginning at the end of the Initial Term or at the end of a preceding Renewal Term;

"Service Data" means all data, works and materials provided or made available to the Customer by means of the Hosted Services under the Agreement, excluding the Customer Data;

"Services" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under these Terms and Conditions;

"Services Order Form" means an online order form published by the Provider and completed and submitted by the Customer, or a hard-copy order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions by reference;

"Set Up Services" means the configuration, implementation and integration of the Hosted Services in accordance with Section 2 of the Services Order Form;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services;

"Supported Web Browser" means the current release from time to time of Microsoft Edge, Google Chrome or Apple Safari;

"Term" means the term of the Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Terms and Conditions" means all the documentation containing the provisions of the Agreement, namely the Services Order Form, the main body of these Terms and Conditions and the Schedules, including any amendments to that documentation from time to time;

"Third Party Services" means any hosted, cloud or software-based services provided by any third party that are or may be integrated with the Hosted Services by the Provider from time to time in circumstances where the Customer must, in order to activate the integration, have an account with the relevant services provider or obtain activation or access credentials from the relevant services provider;

"UK GDPR" means the EU GDPR as transposed into UK law (including by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) and all other UK laws regulating the

processing of Personal Data, as such laws may be updated, amended and superseded from time to time;

"Update" means a hotfix, patch or minor version update to any Platform software;

"Upgrade" means a major version upgrade of any Platform software; and

"User Interface" means the interface for the Hosted Services designed to allow individual human users to access and use the Hosted Services.

2. Term

2.1 The Agreement shall come into force upon the Effective Date.

2.2 The Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 31 or any other provision of these Terms and Conditions.

2.3 Unless the parties expressly agree otherwise in writing, each Services Order Form shall create a distinct contract between the parties.

3. Set Up Services

3.1 The Provider shall provide the Set Up Services to the Customer.

3.2 The Provider shall use all reasonable endeavours to ensure that the Set Up Services are provided upon or promptly following the Effective Date.

3.3 The Customer acknowledges that a delay in the Customer performing its obligations in the Agreement may result in a delay in the performance of the Set Up Services; and subject to Clause 29.1 the Provider will not be liable to the Customer in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in the Customer performing its obligations under the Agreement.

3.4 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up Services by the Provider shall be the exclusive property of the Provider.

4. Acceptance procedure

4.1 During each Acceptance Period, the Customer shall carry out the Acceptance Tests.

4.2 The Provider shall provide to the Customer at the Provider's own cost and expense all such assistance and co-operation in relation to the carrying out of the Acceptance Tests as the Customer may reasonably request.

4.3 Before the end of each Acceptance Period, the Customer shall give to the Provider a written notice specifying whether the Hosted Services have passed or failed the Acceptance Tests.

4.4 If the Customer fails to give to the Provider a written notice in accordance with Clause 4.3, then the Hosted Services shall be deemed to have passed the Acceptance Tests.

4.5 If the Customer notifies the Provider that the Hosted Services have failed the Acceptance Tests, then the Customer must provide to the Provider, at the same time as the giving of the notice, written details of the results of the Acceptance Tests including full details of the identified failure.

4.6 If the Customer notifies the Provider that the Hosted Services have failed the Acceptance Tests:

- (a) if the Provider acting reasonably agrees with the Customer that the Hosted Services do not comply with the Acceptance Criteria, then the Provider must correct the issue and make available the corrected Hosted Services to the Customer before the end of the Remedy Period for a further round of Acceptance Tests; or
- (b) otherwise, then the parties must meet as soon as practicable and in any case before the expiry of the Remedy Period and use their best endeavours to agree whether the Hosted Services do not comply with the Acceptance Criteria, and if appropriate a plan of action reasonably satisfactory to both parties, and they must record any agreement reached in writing.

4.7 Notwithstanding the other provisions of this Clause 4, but subject to any written agreement of the parties to the contrary, the maximum number of rounds of Acceptance Tests under this Clause 4 shall be 1.

4.8 If the Customer notifies the Provider that the Hosted Services have passed, or are deemed to have passed, the Acceptance Tests under this Clause 4, then subject to Clause 29.1 the Customer will have no right to make any claim under or otherwise rely upon any warranty given by the Provider to the Customer in the Agreement in relation to the specification and performance of the Hosted Services, unless the Customer could not reasonably have been expected to have identified the breach of that warranty during the testing process.

5. Hosted Services

5.1 The Provider shall provide, or shall ensure that the Platform will provide, to the Customer the Access Credentials necessary to enable the Customer to access and use the Hosted Services.

5.2 The Provider hereby grants to the Customer a worldwide, non-exclusive license to use the Hosted Services by means of the User Interface and the API for the internal business purposes of the Customer in accordance with the Documentation during the Term.

5.3 The license granted by the Provider to the Customer under Clause 5.2 is subject to the following limitations:

- (a) the User Interface may only be used through a Supported Web Browser;
- (b) the User Interface may only be used by the officers, employees, agents and subcontractors of either the Customer or an Affiliate of the Customer;
- (c) the User Interface may only be used by the named users identified in the User dashboard which may be changed by the user from time to time;
- (d) the API may only be used by an application or applications approved by the Provider in writing and controlled by the Customer.

5.4 Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the license granted by the Provider to the Customer under Clause 5.2 is subject to the following prohibitions:

- (a) the Customer must not sub-license its right to access and use the Hosted Services;
- (b) the Customer must not permit any unauthorised person or application to access or use the Hosted Services;
- (c) the Customer must not use the Hosted Services to provide services to third parties;

- (d) the Customer must not republish or redistribute any content or material from the Hosted Services except where complying with genuine requests authorised under legislation such as GDPR;
- (e) the Customer must not make any alteration to the Platform; and
- (f) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of the Provider.

5.5 The Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorised person or application may gain access to the Hosted Services by means of the Access Credentials.

5.6 The parties acknowledge and agree that Schedule 2 (Availability SLA) shall govern the availability of the Hosted Services.

5.7 The Customer must comply with Schedule 1 (Acceptable Use Policy), and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of the Access Credentials comply with Schedule 1 (Acceptable Use Policy).

5.8 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

5.9 The Customer must not use the Hosted Services in any way that uses excessive Platform resources and as a result is liable to cause a material degradation in the services provided by the Provider to its other customers using the Platform; and the Customer acknowledges that the Provider may use reasonable technical measures to limit the use of Platform resources by the Customer for the purpose of assuring services to its customers generally.

5.10 The Customer must not use the Hosted Services:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

5.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

5.12 The Customer must not use any output generated by the Hosted Services, including OCEAN Scores, fit percentages, or any derived reports, as the sole or determinative basis for any employment, recruitment, promotion or dismissal decision, nor use such outputs in any manner that could constitute direct or indirect discrimination on the basis of any protected characteristic under the Equality Act 2010 or equivalent applicable law. All employment, recruitment, development and management decisions made in reliance upon Hosted Services outputs must be reached through a human decision-making process which takes proper account of all relevant information, of which Hosted Services outputs are one data point only.

6. Service Data

6.1 The Provider grants to the Customer a non-exclusive, worldwide license to access, copy, transmit, store, edit, create derivative works of and otherwise use the Service Data, and to distribute and publish the Service Data and edited versions and derivative works of the Service Data, in each case during the Term and thereafter and for the internal business purposes of the Customer, subject to the other provisions of this Clause 6.

6.2 Except to the extent required by law on a non-excludable basis, the Customer must not:

- (a) publish, republish, sell, license, sub-license, rent, transfer, broadcast, distribute or redistribute the Service Data;
- (b) edit, modify, adapt, alter or create derivative works of the Service Data;
- (c) use the Service Data or any part of the Service Data in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;
- (d) use the Service Data to compete with the Provider, whether directly or indirectly, or use the Service Data to create any products or services that compete with or are intended to compete with the products or services of the Provider;
- (e) use the Service Data for a commercial purpose; or
- (f) use the Service Data to create, generate, train, verify or test any AI Systems that compete with or are intended to compete, or provide or will provide identical or similar functionality to, the Hosted Services or any other products or services of the Provider.

6.3 The Customer shall implement and maintain reasonable security measures relating to the Service Data to ensure that no unauthorised application or person may gain access to the Service Data.

6.4 The Customer acknowledges that the Service Data contains AI Output Data generated by AI Systems that were not developed or trained by or on behalf of the Provider.

6.5 Subject to Clause 29.1, to the extent that the Service Data is AI Output Data generated by AI Systems that were not developed or trained by or on behalf of the Provider, the Provider shall not be liable to the Customer with respect to that Service Data or the use of that Service Data. Without prejudice to the generality of the foregoing, the Provider shall not be liable to the Customer with respect to:

- (a) any infringement of Intellectual Property Rights by that Service Data;
- (b) any breach of applicable law arising out of the use by the Customer of that Service Data; or
- (c) any legal claim or proceedings by any third party arising out of the use by the Customer of that Service Data.

7. Customisations

7.1 The Provider and the Customer may agree that the Provider shall design, develop and implement a Customisation or Customisations in accordance with a specification and project plan agreed in the Services Order Form or in writing by the parties.

7.2 All Intellectual Property Rights in the Customisations shall, as between the parties, be the exclusive property of the Provider (unless the parties agree otherwise in writing).

7.3 From the time and date when a Customisation is first delivered or made available by the Provider to the Customer, the Customisation shall form part of the Platform, and accordingly from that time and date the Customer's rights to use the Customisation shall be governed by Clause 5.

7.4 The Customer acknowledges that the Provider may make any Customisation available to any of its other customers or any other third party at any time after the end of the period of 90 days following the making available of the Customisation to the Customer.

8. Scheduled maintenance

8.1 The Provider may from time to time suspend the Hosted Services for the purposes of scheduled maintenance to the Platform, providing that such scheduled maintenance must be carried out in accordance with this Clause 8.

8.2 The Provider shall where practicable give to the Customer at least 5 Business Days' prior written notice of scheduled maintenance that will, or is likely to, affect the availability of the Hosted Services or have a material negative impact upon the Hosted Services.

8.3 The Provider shall ensure that all scheduled maintenance is carried out outside Business Hours.

8.4 The Provider shall ensure that, during each calendar month, the aggregate period during which the Hosted Services are unavailable as a result of scheduled maintenance, or negatively affected by scheduled maintenance to a material degree, shall not exceed 8 hours.

9. Support Services

9.1 The Provider shall provide the Support Services to the Customer during the Term.

9.2 The Provider shall provide the Support Services with reasonable skill and care.

9.3 The Provider shall provide the Support Services in accordance with Schedule 4 (Support SLA).

9.4 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least 2 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

10. Customer obligations

10.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:

- (a) co-operation, support and advice;
- (b) information and documentation; and
- (c) governmental, legal and regulatory licenses, consents and permits,

as are reasonably necessary to enable the Provider to perform its obligations under the Agreement.

10.2 The Customer must provide to the Provider, or procure for the Provider, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under the Agreement.

11. Customer Systems

11.1 The Customer shall ensure that the Customer Systems comply, and continue to comply during the Term, with the requirements of Section 4 of the Services Order Form in all material respects, subject to any changes agreed in writing by the Provider.

12. Customer Data

12.1 The Customer hereby grants to the Provider a non-exclusive, worldwide license to:

- (a) copy, store and transmit the Customer Data;
- (b) edit, translate and create derivative works of the Customer Data; and
- (c) distribute and publish the Customer Data,

to the extent reasonably required for the performance of the obligations of the Provider under the Agreement. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers strictly for this purpose and subject to any express restrictions elsewhere in the Agreement.

12.2 The Customer hereby grants to the Provider a non-exclusive, sub-licensable and worldwide license to use the Customer Data for the purposes of creating, generating, training, testing and verifying the AI Systems of the Provider, providing that such use must not involve the processing of any Customer Personal Data. The Provider must ensure that the Customer Data is not incorporated into such AI Systems.

12.3 The Customer hereby grants to the Provider a non-exclusive, worldwide license to use the Customer Data to create aggregated datasets, providing that those aggregated datasets must not incorporate any data that identifies the Customer or that identifies any other organisation, business or person (legal or natural).

12.4 The Customer warrants to the Provider that the Customer Data when used by the Provider in accordance with the Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

12.5 The Provider shall provide for the creation of a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken.

12.6 Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavours to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 12.5. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

13. Integrations with Third Party Services

13.1 The Provider may integrate the Hosted Services with any Third Party Services at any time.

13.2 Notwithstanding the presence of any Third Party Services integration, particular Third Party Services shall only be activated with respect to the Hosted Services account of the Customer by:

- (a) the Customer; or
- (b) the Provider with the prior written agreement of the Customer.

13.3 The Provider shall use reasonable endeavours to maintain any integration with Third Party Services that has been activated with respect to the Hosted Services account of the Customer. Subject to this, the Provider may remove, suspend, deactivate or limit any Third Party Services integration at any time in its sole discretion.

13.4 The supply of Third Party Services shall be under a separate contract or arrangement between the Customer and the relevant third party. The Provider does not contract to supply the Third Party Services and is not a party to any contract for, or otherwise responsible in respect of, the provision of any Third Party Services. Fees may be payable by the Customer to the relevant third party in respect of the use of Third Party Services.

13.5 The Customer acknowledges and agrees that:

- (a) the activation of Third Party Services with respect to the Hosted Services account of the Customer may result in the transfer of Customer Data and/or Customer Personal Data from the Hosted Services to the relevant Third Party Services and vice versa;
- (b) the Provider has no control over, or responsibility for, any disclosure, modification, deletion or other use of Customer Data and/or Customer Personal Data by any provider of Third Party Services;
- (c) the Customer must ensure that it has in place the necessary contractual safeguards to ensure that the transfer of Customer Personal Data to, and use of Customer Personal Data by, a provider of Third Party Services is lawful; and
- (d) the Customer shall ensure that the transfer of Customer Data to a provider of Third Party Services does not infringe any person's Intellectual Property Rights or other legal rights and will not put the Provider in breach of any applicable laws.

13.6 Additional Charges may be payable by the Customer to the Provider in respect of the activation and/or use of a Third Party Services integration, as set out in the Services Order Form.

13.7 Subject to Clause 29.1:

- (a) the Provider gives no guarantees, warranties or representations in respect of any Third Party Services; and
- (b) the Provider shall not be liable to the Customer in respect of any loss or damage that may be caused by Third Party Services or any provider of Third Party Services.

14. Mobile App

14.1 The Provider does not currently offer a Mobile App. This Clause 14 is reserved for future use. If the Provider makes a Mobile App available, the use of that Mobile App, the parties' respective rights and obligations in relation to it, and any liabilities of either party arising out of its use, shall be subject to separate terms and conditions to be notified by the Provider to the Customer at that time. These Terms and Conditions shall not govern any such use, rights, obligations or liabilities unless and until those separate terms and conditions are issued and agreed.

15. No assignment of Intellectual Property Rights

15.1 Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

16. Representatives

16.1 The Provider shall ensure that all instructions given by the Provider in relation to the matters contemplated in the Agreement will be given by a Provider Representative to a Customer Representative, and the Customer:

- (a) may treat all such instructions as the fully authorised instructions of the Provider; and
- (b) may decline to comply with any other instructions in relation to that subject matter.

16.2 The Customer shall ensure that all instructions given by the Customer in relation to the matters contemplated in the Agreement will be given by a Customer Representative to a Provider Representative, and the Provider:

- (a) may treat all such instructions as the fully authorised instructions of the Customer; and
 - (b) may decline to comply with any other instructions in relation to that subject matter.
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17. Management

17.1 The parties shall hold management meetings at each party's offices, by telephone conference or using internet-based conferencing facilities at the reasonable request of either party.

17.2 A party requesting a management meeting shall give to the other party at least 10 Business Days' written notice of the meeting.

17.3 Wherever necessary to enable the efficient conduct of business, the Provider shall be represented at management meetings by at least 1 Provider Representative and the Customer shall be represented at management meetings by at least 1 Customer Representative.

18. Change control

18.1 The provisions of this Clause 18 apply to each Change requested by a party.

18.2 Either party may request a Change at any time.

18.3 A party requesting a Change shall provide to the other party a completed CCN in the form specified in Schedule 5 (Form of CCN).

18.4 A party in receipt of a CCN may:

- (a) accept the CCN, in which case that party must countersign the CCN and return it to the other party before the end of the CCN Consideration Period;
- (b) reject the CCN, in which case that party must inform the other party of this rejection before the end of the CCN Consideration Period; or
- (c) issue an amended CCN to the other party before the end of the CCN Consideration Period, in which case this Clause 18 will reapply with respect to the amended CCN.

18.5 A proposed Change will not take effect until such time as a CCN recording the Change has been signed by or on behalf of each party.

19. Charges

19.1 The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.

19.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 19.2.

19.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.

20. Expenses

20.1 The Customer shall reimburse the Provider in respect of any Expenses, providing that the Provider must obtain the prior written authorisation of the Customer before incurring any Expenses exceeding such limitations as may be agreed in writing by the parties from time to time.

20.2 The Provider must collect and collate evidence of all Expenses, and must retain such evidence during the Term and for a period of 90 days following the end of the Term.

20.3 Within 10 Business Days following receipt of a written request from the Customer to do so, the Provider must supply to the Customer such copies of the evidence for the Expenses in the possession or control of the Provider as the Customer may specify in that written request.

21. Timesheets

21.1 The Provider must:

- (a) ensure that the personnel providing Services, the Charges for which will be based in whole or part upon the time spent in the performance of those Services, complete reasonably detailed records of their time spent providing those Services; and
- (b) retain such records during the Term, and for a period of at least 12 months following the end of the Term.

21.2 Within 10 Business Days following receipt of a written request, the Provider shall supply to the Customer copies of such of the timesheets referred to in Clause 21.1 and in the Provider's possession or control as the Customer may specify in that written request.

22. Payments

22.1 The Provider shall issue invoices for the Charges to the Customer from time to time during the Term.

22.2 The Customer must pay the Charges to the Provider within the period of 5 days following the issue of an invoice in accordance with this Clause 22.

22.3 The Customer must pay the Charges by debit card, credit card, direct debit or bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).

22.4 If the Customer does not pay any amount properly due to the Provider under these Terms and Conditions, the Provider may:

- (a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month);
- (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; or
- (c) temporarily suspend access to the Hosted Services until all outstanding monies properly due to the Provider have been paid in full, or until a satisfactory payment plan has been agreed in writing by both parties. Any deviation by the Customer from an agreed payment plan shall automatically entitle the Provider to re-suspend access to the Hosted Services without further notice, and such right of suspension shall continue until all amounts then outstanding, including any accrued interest, have been discharged in full.

23. Confidentiality obligations

23.1 The Provider must:

- (a) keep the Customer Confidential Information strictly confidential;
- (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality approved in writing by the Customer;
- (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Customer Confidential Information.

23.2 The Customer must:

- (a) keep the Provider Confidential Information strictly confidential;
- (b) not disclose the Provider Confidential Information to any person without the Provider's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Terms and Conditions;
- (c) use the same degree of care to protect the confidentiality of the Provider Confidential Information as the Customer uses to protect the Customer's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Provider Confidential Information.

23.3 Notwithstanding Clauses 23.1 and 23.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

23.4 No obligations are imposed by this Clause 23 with respect to:

- (a) the Confidential Information of a party that is known to the other party before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
- (b) the Confidential Information of a party that is or becomes publicly known through no act or default of the other party;
- (c) the Confidential Information of a party that is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality; or
- (d) information that is independently developed by a party without reliance upon or use of any Confidential Information of the other party.

23.5 The restrictions in this Clause 23 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, or by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange. If a party makes a disclosure to which this Clause 23.5 applies then, to the extent permitted by applicable law, that party shall promptly notify the other party of the fact of the disclosure, the identity of the disclosee, and the Confidential Information disclosed.

23.6 Upon the termination of the Agreement, each party must immediately cease to use the other party's Confidential Information.

23.7 Following the date of effective termination of the Agreement, and within 5 Business Days following the date of receipt of a written request from the other party, the relevant party must:

- (a) irreversibly delete from its media and computer systems all copies of the other party's Confidential Information (and ensure that the other party's Confidential Information is irreversibly deleted from the media and computer systems of all persons to whom the relevant party has directly or indirectly disclosed that Confidential Information);
- (b) ensure that no other copies of the other party's Confidential Information remain in the relevant party's possession or control (or the possession or control of any person to whom the relevant party has directly or indirectly disclosed the other party's Confidential Information),

subject in each case to any obligations that the relevant party has under the Agreement to supply or make available to the other party any data or information, and providing that the relevant party shall have no obligation under this Clause 23.7 to delete or to cease to possess or control any of the other party's Confidential Information to the extent that the relevant party is required by applicable law to retain that Confidential Information.

23.8 The provisions of this Clause 23 shall continue in force indefinitely following the termination of the Agreement.

24. Publicity

24.1 Neither party may make any public disclosures relating to the Agreement or the subject matter of the Agreement (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

24.2 Nothing in this Clause 24 shall be construed as limiting the obligations of the parties under Clause 23.

25. Data protection

25.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

25.2 The parties acknowledge that the Platform's native user interface and workflow incorporates a mandatory consent capture mechanism which requires each individual data subject to provide explicit informed consent before any image of facial morphology is captured. The following provisions apply according to the deployment scenario:

- (a) **Platform Deployment.** Where the Customer uses the Hosted Services by means of a Platform Deployment, consent is captured and logged by the Platform as a mandatory step prior to image capture. In this scenario the Provider accepts responsibility for the consent mechanism being in place within the Platform's workflow, and the Customer warrants to the Provider that it has the legal right to direct subjects to the Platform's consent flow.
- (b) **API Deployment.** Where the Customer uses the Hosted Services by means of an API Deployment, the Platform's native consent capture workflow is bypassed. In this scenario, prior to transmitting any individual's images of facial morphology or Personal Data to the Platform via the API, the Customer warrants to the Provider that: (i) it has obtained valid, freely given, specific, informed and unambiguous explicit consent from that individual in accordance with applicable Data Protection Laws and in compliance with the requirements of Article 9 UK GDPR and, where applicable, Article 9 EU GDPR, as consent for the processing of Biometric Data; (ii) records of all such consents are created and retained by the Customer for the duration required by applicable Data Protection Laws; and (iii) the Customer accepts full liability to the Provider and to any affected data subject for any failure to obtain or maintain valid consent prior to transmission. The Provider shall have no liability in respect of any consent failure arising in connection with an API Deployment.

25.3 The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to the Agreement:

- (a) the Personal Data of data subjects falling within the categories specified in Section 1 of Schedule 6 (Data Processing Information) (or such other categories as may be agreed by the parties in writing); and
- (b) Personal Data of the types specified in Section 2 of Schedule 6 (Data Processing Information) (or such other types as may be agreed by the parties in writing).

25.4 The Provider shall only process the Customer Personal Data for the purposes specified in Section 3 of Schedule 6 (Data Processing Information).

25.5 The Provider shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 25.

25.6 The Provider shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to a third country under the Data Protection Laws), as set out in these Terms and Conditions or any other document agreed by the parties in writing.

25.7 The Customer hereby authorises the Provider to make the following transfers of Customer Personal Data:

- (a) the Provider may transfer the Customer Personal Data internally to its own employees, offices and facilities, providing that such transfers must be protected by appropriate safeguards;

- (b) the Provider may transfer the Customer Personal Data to its third party processors in the jurisdictions identified in Section 5 of Schedule 6 (Data Processing Information) and may permit its third party processors to make such transfers, providing that such transfers must be protected by any appropriate safeguards identified therein; and
- (c) the Provider may transfer the Customer Personal Data to a country, a territory or sector to the extent that the competent data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for Personal Data.

25.8 The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

25.9 Notwithstanding any other provision of the Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

25.10 The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

25.11 The Provider shall implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data, including those measures specified in Section 4 of Schedule 6 (Data Processing Information).

25.12 The Provider must not engage any third party to process the Customer Personal Data unless the Provider ensures that each third party processor is subject to equivalent legal obligations as those imposed on the Provider by this Clause 25.

25.13 As at the Effective Date, the Provider is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data, the third parties, and third parties within the categories, identified in Section 5 of Schedule 6 (Data Processing Information).

25.14 The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws. The following operational provisions apply to data subject rights requests:

- (a) **Routing.** All requests from data subjects exercising their rights under Data Protection Laws (including rights of access, rectification, erasure, restriction, portability and objection) shall be directed by the data subject to the Customer in the first instance. The Customer shall promptly forward to the Provider any such request that requires action by the Provider in its capacity as data processor, and shall do so within such time as to allow the Provider sufficient time to respond.
- (b) **Response timeframe.** The Provider shall respond to any validly routed data subject rights request forwarded by the Customer within 15 calendar days of receipt, and shall provide the Customer with all information, assistance and access necessary to enable the Customer to meet its obligations to respond to the data subject within the timeframes required by applicable Data Protection Laws (being one calendar month from the date of the data subject's original request, subject to any permitted extension).
- (c) **Erasure of images of facial morphology.** The parties acknowledge that images of facial morphology submitted to the Platform are deleted immediately upon generation of the derived data matrix and that no such image is retained by the Provider following that

processing step. In consequence, any data subject request for erasure of an image of facial morphology will be satisfied automatically by the Platform's processing architecture. The Provider shall confirm this to the Customer upon request.

- (d) **Anonymisation.** Where a data subject exercises a right to erasure in respect of OCEAN Scores or other derived data, the Customer may request that the Provider anonymise rather than delete such data, subject to the anonymisation being irreversible and rendering the data incapable of identifying the data subject such that it falls outside the definition of personal data under applicable Data Protection Laws.

25.15 The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 25.15.

25.16 The Provider must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 72 hours after the Provider becomes aware of the breach.

25.17 The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 25 and the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 25.17.

25.18 The Provider shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

25.19 The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 25. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 25.19, providing that no such charges shall be levied where the request to perform the work arises out of any breach by the Provider of the Agreement or any security breach affecting the systems of the Provider.

25.20 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Agreement, then the parties shall use their best endeavours promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

25.21 The parties acknowledge and agree as follows in relation to the processing of Biometric Data by the Platform:

- (a) The Platform processes images of facial morphology which constitute Biometric Data and special category personal data within the meaning of Article 9 of the UK GDPR and, where applicable, Article 9 of the EU GDPR. The processing of such data requires a valid condition under Article 9(2) of the applicable legislation, which the parties shall ensure is satisfied in respect of all processing conducted under this Agreement.

- (b) Images of facial morphology submitted to the Platform are processed transiently for the sole purpose of generating a derived numerical data matrix. Each such image is permanently and irreversibly deleted immediately upon the completion of that processing step and prior to the generation of OCEAN Scores. No image of facial morphology is retained by the Platform or by the Provider following that processing step.
- (c) The Customer shall ensure that any processing of Biometric Data carried out pursuant to this Agreement is carried out in accordance with all applicable legal requirements, including the requirement to conduct a data protection impact assessment where required by Article 35 of the applicable GDPR legislation.

25.22 The following data retention provisions apply to data processed by the Platform:

- (a) **Images of facial morphology.** Each image of facial morphology submitted to the Platform is deleted immediately and permanently upon generation of the derived data matrix, in accordance with Clause 25.21(b). No such image is retained by the Provider or the Platform following that processing step.
- (b) **OCEAN Scores and derived data.** OCEAN Scores and all derived reports and data generated by the Platform are retained by the Provider for the duration of the Term plus a period of 30 days following the expiry or termination of the Term, unless the Customer makes an earlier request for anonymisation in accordance with sub-clause (c) below.
- (c) **Anonymisation and retention.** The Customer may at any time during or after the Term request that the Provider anonymise any OCEAN Scores or derived data. Any anonymisation carried out pursuant to such a request shall be irreversible, such that the resulting data is incapable of identifying any natural person and accordingly falls outside the definition of personal data under applicable Data Protection Laws. Upon completion of such irreversible anonymisation, the Provider's obligations with respect to the relevant data under applicable Data Protection Laws — including any obligation arising from a data subject's right to erasure under Article 17 of the applicable GDPR legislation — are satisfied. Anonymised data that has ceased to constitute personal data may be retained by the Provider indefinitely for statistical, research or service improvement purposes without further obligation to delete.

26. Warranties

26.1 The Provider warrants to the Customer that:

- (a) the Provider has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions;
- (b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under these Terms and Conditions; and
- (c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.

26.2 The Provider warrants to the Customer that:

- (a) the Platform and Hosted Services will conform in all material respects with the Hosted Services Specification;
- (b) the Hosted Services will be free from Hosted Services Defects;
- (c) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and

(d) the Platform will incorporate security features reflecting the requirements of good industry practice.

26.3 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not breach any laws, statutes or regulations applicable under English law.

26.4 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

26.5 If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with these Terms and Conditions infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

- (a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- (b) procure for the Customer the right to use the Hosted Services in accordance with these Terms and Conditions.

26.6 The Customer warrants to the Provider that it has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions.

26.7 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

27. Acknowledgements and warranty limitations

27.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

27.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

27.3 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

27.4 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under these Terms and Conditions or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in these Terms and Conditions, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

27.5 The parties acknowledge that the Hosted Services may be classified as a high-risk AI system under applicable AI legislation, including the EU Artificial Intelligence Act (Regulation (EU) 2024/1689) to the extent that it applies to the Customer's operations. The following provisions apply in relation to AI governance obligations:

- (a) The Provider shall maintain records of the AI Systems used by the Platform sufficient to enable compliance with applicable AI governance obligations and shall make such records available to the Customer upon reasonable written request.
- (b) The Customer is responsible for ensuring that its use of the Hosted Services complies with all applicable AI governance obligations that apply to the Customer as a deployer or user of an AI system, including obligations relating to: (i) human oversight of AI-assisted decisions; (ii) transparency to data subjects regarding the use of AI Systems in any assessment process; (iii) maintaining records of AI-assisted decisions made in reliance upon Hosted Services outputs; and (iv) conducting conformity assessments or fundamental rights impact assessments where required by applicable law.
- (c) Nothing in this Agreement shall be construed as the Provider accepting responsibility for the Customer's compliance with applicable AI governance obligations that apply to the Customer in its capacity as a user or deployer of AI systems.

27.6 The Customer acknowledges and agrees that:

- (a) all outputs generated by the Hosted Services, including OCEAN Scores, fit percentages and any derived reports, are advisory and informational only. They constitute decision-support data and do not constitute a recommendation, assessment, determination or decision by the Provider in relation to any individual;
- (b) all employment, recruitment, development and management decisions made by or on behalf of the Customer remain solely the responsibility of the Customer. The Provider accepts no responsibility or liability for any decision made by or on behalf of the Customer in reliance upon Hosted Services outputs;
- (c) the Customer must not use Hosted Services outputs as the sole or primary basis for any employment, recruitment, promotion, dismissal or development decision. Human review and human decision-making must be applied before any significant decision is made; and
- (d) the Hosted Services are not agentic and do not make employment decisions autonomously. The Platform does not have the ability to act on its outputs or to implement any decision without human intervention.

27.7 The Customer acknowledges that:

- (a) the Platform's outputs are generated by AI Systems and are probabilistic in nature. Outputs represent statistical inferences derived from the processing of images of facial morphology and do not constitute scientifically validated psychological assessments or determinations about any individual;
- (b) the Provider does not warrant that any specific output generated by the Platform will be accurate in any particular case, or that OCEAN Scores or fit percentages generated by the Platform have been validated against employment performance outcomes or any other external criterion; and
- (c) the Customer is responsible for evaluating the reliability and appropriateness of Hosted Services outputs in the context of its own use case, and for taking its own legal advice in relation to the use of AI-generated psychometric data in employment or recruitment processes.

28. Indemnities

28.1 The Provider shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid in settlement of legal claims) suffered or incurred by the Customer pursuant to any legal dispute with or claim by a third party or to any regulatory investigation, action or penalty, and arising directly or indirectly as a result of any breach or alleged breach by the Provider of any third party's Intellectual Property Rights, any applicable law, or any provision of the Agreement (a "**Provider Indemnity Event**").

28.2 The Customer must:

- (a) upon becoming aware of an actual or potential Provider Indemnity Event, notify the Provider;
- (b) provide to the Provider all such assistance as may be reasonably requested by the Provider in relation to the Provider Indemnity Event;
- (c) allow the Provider the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Provider Indemnity Event; and
- (d) not admit liability to any third party in connection with the Provider Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Provider Indemnity Event without the prior written consent of the Provider,

and the Provider's obligation to indemnify the Customer under Clause 28.1 shall not apply unless the Customer complies with the requirements of this Clause 28.2.

28.3 The Customer shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid in settlement of legal claims) suffered or incurred by the Provider pursuant to any legal dispute with or claim by a third party or to any regulatory investigation, action or penalty and arising directly or indirectly as a result of any breach or alleged breach by the Customer of any third party's Intellectual Property Rights, any applicable law, or any provision of the Agreement (a "**Customer Indemnity Event**").

28.4 The Provider must:

- (a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;
- (b) provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to the Customer Indemnity Event;
- (c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Customer Indemnity Event; and
- (d) not admit liability to any third party in connection with the Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Customer Indemnity Event without the prior written consent of the Customer,

and the Customer's obligation to indemnify the Provider under Clause 28.3 shall not apply unless the Provider complies with the requirements of this Clause 28.4.

28.5 The indemnity protection set out in this Clause 28 shall be subject to the limitations and exclusions of liability set out in the Agreement.

29. Limitations and exclusions of liability

29.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

29.2 The limitations and exclusions of liability set out in this Clause 29 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 29.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

29.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

29.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

29.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

29.6 Neither party shall be liable to the other party in respect of any loss of use or production.

29.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

29.8 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software; providing that this Clause 29.8 shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 12.5 and Clause 12.6.

29.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

29.10 The liability of each party to the other party under the Agreement in respect of any event or series of related events shall not exceed the total amount paid and payable by the Customer to the Provider under the Agreement in the 3 month period preceding the commencement of the event or events.

29.11 The aggregate liability of each party to the other party under the Agreement shall not exceed the total amount paid and payable by the Customer to the Provider under the Agreement.

30. Force Majeure Event

30.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

30.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

30.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

31. Termination

31.1 The Provider may terminate the Agreement by giving to the Customer not less than 30 days' prior written notice of termination expiring at the end of the Initial Term or at the end of any Renewal Term; and the Customer may terminate the Agreement by giving to the Provider not less than 30 days' prior written notice of termination expiring at the end of the Initial Term or at the end of any Renewal Term.

31.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party commits any material breach of the Agreement, and the breach is not remediable;
- (b) the other party commits a material breach of the Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (c) the other party persistently breaches the Agreement (irrespective of whether such breaches collectively constitute a material breach).

31.3 Subject to applicable law, either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement); or
- (d) if that other party is an individual: (i) that other party becomes incapable of managing his or her own affairs as a result of illness or incapacity; or (ii) that other party is the

subject of a bankruptcy petition or order, and if that other party dies then the Agreement shall automatically terminate.

31.4 The Provider may terminate the Agreement immediately by giving written notice to the Customer if:

- (a) any amount due to be paid by the Customer to the Provider under the Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Provider has given to the Customer at least 5 days' written notice, following the failure to pay, of its intention to terminate the Agreement in accordance with this Clause 31.4.

31.5 The rights of termination set out in the Agreement shall not exclude any rights of termination available at law.

32. Effects of termination

32.1 Upon the termination of the Agreement, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.8, 5.11, 6.1, 6.2, 6.3, 6.5, 12.2, 12.3, 13.7, 14, 20.2, 20.3, 21, 22.2, 22.4, 23, 24, 25, 28, 29, 32, 33, 34.1, 34.2, 34.4, 34.8, 34.9, 35.1, 35.5, 36.1, 36.5, 39, 40, 41, 42, 43, 44, 45 and 46.

32.2 Except to the extent expressly provided otherwise in these Terms and Conditions, the termination of the Agreement shall not affect the accrued rights of either party.

32.3 Within 10 days following the termination of the Agreement for any reason:

- (a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of the Agreement; and
 - (b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of the Agreement,
without prejudice to the parties' other legal rights.
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33. Non-solicitation of personnel

33.1 The Customer must not, without the prior written consent of the Provider, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Provider who has been involved in any way in the negotiation or performance of the Agreement.

33.2 The Provider must not, without the prior written consent of the Customer, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Customer who has been involved in any way in the negotiation or performance of the Agreement.

33.3 The restrictions in this Clause 33 shall not apply with respect to any person who is engaged or employed as a result of that person responding to a general advertisement that is not specifically targeted at that person or at the relevant group of employees and/or subcontractors.

34. Anti-corruption

34.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Corruption Laws in relation to the Agreement.

34.2 Save to the extent that applicable law requires otherwise, each party must promptly notify the other if it becomes aware of any events or circumstances relating to the Agreement that will or may constitute a breach of the Anti-Corruption Laws (irrespective of the identity of the person in breach).

34.3 The Provider shall use all reasonable endeavours to ensure that all persons that provide services to the Provider (including employees, agents and subsidiaries of the Provider) and that are involved in the performance of the obligations of the Provider under the Agreement will comply with the Anti-Corruption Laws; and the Provider shall maintain written contracts with all such persons, and shall ensure that each of those contracts includes express requirements on the provider of services to comply with the Anti-Corruption Laws.

34.4 Each party shall create and maintain proper books and records of all payments and other material benefits given by one party to the other, and each party shall promptly following receipt of a written request from the other party supply copies of the relevant parts of those books and records to the other party.

34.5 The Provider must comply with the supply chain anti-corruption and anti-bribery policy of the Customer supplied or made available by the Customer to the Provider before the Effective Date, as it may be updated by the Customer acting reasonably from time to time.

34.6 The Provider warrants that it has in place its own policies and procedures designed to ensure compliance with the Anti-Corruption Laws; and the Provider undertakes to: (a) acting reasonably, maintain and enforce those policies and procedures during the Term; and (b) promptly following receipt of a written request, provide copies of the documentation embodying those policies and procedures to the Customer.

34.7 Each party shall provide reasonable co-operation to the other party, at its own expense, in relation to any due diligence exercises, risk assessments, monitoring programmes and reviews conducted by the other party for the purpose of ensuring or promoting compliance with the Anti-Corruption Laws.

34.8 Nothing in these Terms and Conditions shall prevent either party from reporting a breach of the Anti-Corruption Laws to the relevant governmental authorities.

34.9 Any breach of this Clause 34 shall be deemed to constitute a material breach of the Agreement.

35. Anti-slavery

35.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Slavery Laws.

35.2 The Provider shall ensure that all persons that provide services or supply products to the Provider, where such services or products are used in the performance of the obligations of the Provider under the Agreement, will comply with the Anti-Slavery Laws; and the Provider shall maintain written contracts with all such persons, and shall ensure that each of those contracts includes express requirements on the provider of services or supplier of goods to comply with the Anti-Slavery Laws.

35.3 The Provider must comply with the supply chain anti-slavery and anti-human trafficking policy of the Customer supplied or made available by the Customer to the Provider before the Effective Date, as it may be updated by the Customer acting reasonably from time to time.

35.4 The Provider warrants that it has in place its own policies and procedures designed to ensure compliance with the Anti-Slavery Laws; and the Provider undertakes to: (a) acting reasonably, maintain and enforce those policies and procedures during the Term; and (b) promptly following receipt of a written request, provide copies of the documentation embodying those policies and procedures to the Customer.

35.5 Any breach of this Clause 35 shall be deemed to constitute a material breach of the Agreement.

36. Anti-tax evasion

36.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Tax Evasion Laws.

36.2 The Provider shall ensure that all employees, agents and persons that provide services to the Provider, when acting in such capacity in connection with the Agreement, will comply with the Anti-Tax Evasion Laws.

36.3 The Provider must comply with the supply chain anti-tax evasion policy of the Customer supplied or made available by the Customer to the Provider before the Effective Date, as it may be updated by the Customer acting reasonably from time to time.

36.4 The Provider warrants that it has in place its own policies and procedures designed to ensure compliance with the Anti-Tax Evasion Laws; and the Provider undertakes to: (a) acting reasonably, maintain and enforce those policies and procedures during the Term; and (b) promptly following receipt of a written request, provide copies of the documentation embodying those policies and procedures to the Customer.

36.5 Any breach of this Clause 36 shall be deemed to constitute a material breach of the Agreement.

37. Notices

37.1 This Clause 37 applies to all notices given or to be given under these Terms and Conditions, except where expressly provided otherwise in these Terms and Conditions.

37.2 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.

37.3 Any notice given by one party to the other party under these Terms and Conditions must be: (a) delivered personally; (b) sent by courier; (c) sent by recorded signed-for post; (d) sent by email; or (e) submitted using recipient party's online contractual notification facility, using the relevant contact details set out in Section 7 of the Services Order Form.

37.4 The addressee and contact details set out in Section 7 of the Services Order Form may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 37.

37.5 A party receiving from the other party a notice by email must acknowledge receipt by email promptly, and in any event within 2 Business Days following receipt of the notice.

37.6 A notice will be deemed to have been received: (a) if delivered personally, upon delivery; (b) if sent by courier, upon delivery; (c) if sent by post, 48 hours after posting; (d) if sent by email, at the time of sending (providing that the sending party retains written evidence that the email has been sent); and (e) if submitted using an online contractual notification facility, upon submission. Where any such time falls outside Business Hours, receipt is deemed to occur when Business Hours next begin.

38. Subcontracting

38.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Provider may subcontract any of its obligations under the Agreement.

38.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

38.3 Notwithstanding the provisions of this Clause 38 but subject to any other provision of these Terms and Conditions, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

39. Assignment

39.1 The Customer hereby agrees that the Provider may assign, transfer or otherwise deal with the Provider's contractual rights and obligations under these Terms and Conditions.

39.2 Save to the extent expressly permitted by applicable law, the Customer must not assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under these Terms and Conditions without the prior written consent of the Provider, such consent not to be unreasonably withheld or delayed, providing that the Customer may assign the entirety of its rights and obligations under these Terms and Conditions to any Affiliate of the Customer or to any successor to all or a substantial part of the business of the Customer from time to time.

40. No waivers

40.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

40.2 No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

41. Severability

41.1 If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

41.2 If any unlawful and/or unenforceable provision of these Terms and Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

42. Third party rights

42.1 The Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party.

42.2 The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

43. Variation

43.1 The Agreement may not be varied except by means of a written document signed by or on behalf of each party, without prejudice to the requirements of Clause 18.

44. Entire agreement

44.1 The Services Order Form, the main body of these Terms and Conditions and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

44.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

44.3 The provisions of this Clause 44 are subject to Clause 29.1.

45. Law and jurisdiction

45.1 These Terms and Conditions shall be governed by and construed in accordance with English law.

45.2 Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of England.

46. Interpretation

46.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to: (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and (b) any subordinate legislation made under that statute or statutory provision.

46.2 The Clause headings do not affect the interpretation of these Terms and Conditions.

46.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

46.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

IN FORCE FROM March 2026