1 INTERPRETATION

1.1 In this document:

"Affected Party" has the meaning given to it in clause 17.1;

"Affiliate" means, in relation to a person, any person which Controls, is Controlled by or is under common Control with that person;

"Agreement" means an Order together with these Terms and Conditions and each set of Product Terms applicable to the Products included in the Order;

"Applicable Law" means any law, regulation or regulatory requirement that a party (or its relevant Affiliate) is bound to have regard to in connection with the Agreement;

"Billing Period" means the period of time for which Slink shall invoice a Periodic Fee, as set out on the Order (or where none is stated, monthly);

"Business Day" means a day other than a Saturday, a Sunday or a public holiday in England;

"Business Hours" means any time between 08:00 and 18:00 on a Business Day;

"Confidential Information" means any information disclosed by the Disclosing Party (or its Affiliate) to the Receiving Party, or which is received by the Receiving Party under or in connection with the Agreement and which relates to the Disclosing Party (or its Affiliate), and that is marked confidential, that the Receiving Party knows or reasonably ought to know is confidential, or which is of its nature confidential, including:

(a) Customer Data, which is the Confidential Information of the Customer);

(b) all business logic, methods, algorithms, concepts and ideas of the Disclosing Party or its Affiliates which are disclosed to or received by the Receiving Party;

(c) any copies of software provided to Customer by Slink and the Documentation, which is in each case the Confidential Information of Slink;

(d) the terms of the Agreement (including appendices and schedules),

but excluding any information that:

(e) is or becomes generally available to the public other than as a result of its disclosure by the Receiving Party or its agents, officers or employees in breach of:

(i) the Agreement; or

(ii) any other undertaking of confidentiality which is addressed to the Disclosing Party and which the Receiving Party is aware of or reasonably ought to be aware of,

and provided that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information;

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(f) was lawfully in the possession of the Receiving Party before the information was disclosed to it by the Disclosing Party;

(g) the parties agree in writing is not confidential or may be disclosed; or

(h) is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party;

"Consultancy Fees" means fees in respect of Consultancy Services;

"Consultancy Services" means any ad-hoc consultancy services provided by Slink to the Customer from time to time, excluding any services which are included in a Product;

"Contract Year" means:

(a) in respect of the first Contract Year, the period starting on the Effective Date and ending on the date falling one year after the Service Commencement Date; and

(b) thereafter a consecutive period of 12 months beginning on the first anniversary of the Service Commencement Date, or a further anniversary of the Service Commencement Date (as the case may be);

"Control" means, in relation to a person, the ability to direct the affairs of that person, whether by way of contract, ownership of shares, power of attorney or otherwise (and **"Controls"** and **"Controlled"** shall be construed accordingly);

"Customer" means the customer identified on the Order;

"Customer Data" means any data stored on or processed using a Managed System;

"Customer Dependency" means:

(a) any Customer Dependencies stated on the Order or in the relevant Product Description;

(b) the provision of information and assistance by Customer as reasonably requested by Slink in order to provide or setup the relevant Product; and

(c) any minimum requirements for the Product set out in the Order (if any), including technical specifications for Customer Technology;

"Customer Technology" means every layer of the Customer's technology stack, including:

(a) the Customer's private network and connections to the public internet;

(b) any hardware provided by the Customer (whether or not it owns it), including the operating system and any firmware;

(c) any software licensed or installed by the Customer, including local APIs used to interact with it and shared libraries; and

(d) any service procured by or provided by the Customer, including software as a service, platforms as service, or infrastructure as a service, or application programming interfaces that interact with them;

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"Customer Representative" means a Customer Person involved in managing the Agreement on behalf of Customer and/or managing the Customers' relationship with Slink;

"Data Protection Laws" means the UK GDPR, any amendment, consolidation or re-enactment thereof, and any legislation of equivalent or supplementing purpose or effect enacted in the United Kingdom;

"Disclosing Party" means a party to the Agreement which (or whose Affiliate) discloses or makes available, directly or indirectly, Confidential Information;

"Documentation" means the customer-facing documentation of a Product generally made available by Slink to its customers and prospective customers from time to time, whether provided as a user manual, an online "knowledge base" or otherwise;

"Effective Date" means the date on which the Order is signed by the final party to sign it;

"Fees" means any amount payable by the Customer to Slink under the Agreement, including One Off Fees, Periodic Fees and Consultancy Fees;

"Feedback" means any feedback given by the Customer (or its Affiliate) to Slink (or its Affiliate) about a Product, including (a) feature suggestions; and (b) issues with features or the way that it is implemented;

"Force Majeure Event" means an event occurring or a set of circumstances arising after the date of the Agreement which is beyond the reasonable control of the Affected Party;

"Hardware Only" means the sale of hardware by Slink to the Customer;

"Initial Period" means the initial duration of the Product as set out on the Order, which shall start on the Service Commencement Date;

"Initial Term" has the meaning given to it in clause 15.1;

"Intellectual Property Rights" means patents, trade marks, rights in respect of logos and get up, trade names, designs, domain names, copyright, database rights, semiconductor topography rights, utility models, other intellectual or industrial property rights and any rights therein, in each case whether registered or unregistered and including applications or rights to apply for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world including any such rights which may now or in the future subsist;

"Managed System" means a managed IT system provided by Slink to the Customer as a Product, for instance a managed end user computing environment, a managed platform, managed infrastructure or a managed network;

"Metric" means the metric on which the Fees for a Product are calculated, for instance "per User";

"Metric Limit" means the maximum number of Metrics the Customer is permitted to use in respect of a Product as initially agreed on the Order and thereafter adjusted under clause 8 (*True Up & True Down*);

"One Off Fee" means a fee payable once, for instance a setup fee in respect of a Service or for Hardware Only, as set out on the Order;

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"Slink" means Slink AI Ltd, a company registered under the laws of England & Wales with company registration number 16333009 and with its registered address at Phoenix House, Hewell Road, Birmingham, Worcestershire, England, B45 8NE;

"Order" means a document executed by the Customer and Slink agreeing to at least the Fees, the Products, the Initial Period;

"Order Amendment" means any written amendment to the Order executed by both parties;

"Periodic Fee" means a recurring fee, for instance the on-going fee in respect of a Service or Software Resale, as set out on the Order;

"Personnel" means, in respect of a party, the officers, agents, contractors, consultants and employees of that party, or of any authorised sub-contractor of that party (and **"Person"** shall be construed accordingly);

"Product" means the goods and/or services which Slink is to provide the Customer under the Agreement, as set out in the Order;

"Product Description" means a document describing the Product, including the Service Levels applicable to it, as made available on Slink's website and as updated from time to time at https://slink.co.uk/termsconditions;

"Product Terms" has the meaning given to it in clause 2.2;

"Receiving Party" means a party to the Agreement which (or whose Affiliate) receives or obtains, directly or indirectly, Confidential Information;

"Renewal Term" has the meaning given to it in clause 15.1;

"Service" means a Product that is a service, including support desk, a Managed System and PADDI;

"Service Commencement Date" means the date on which the Service commences, as determined by clause 4.2;

"Service Level" means a service level applicable to a Product, as set out in the relevant Product Description, which when offered shall be provided in accordance with SCHEDULE 2 (*Service Level Agreement*);

"Software Resale" means Slink selling third party software;

"Special Term" means any term identified as a Special Term on the Order;

"Sub-Processor List" means the list of sub-processors used by Slink, as made available at https://slink.co.uk/termsconditions from time to time;

"Term" means the Initial Term and any Renewal Term(s) together;

"Terms and Conditions" means these terms of sale;

"Third Party Product" means any software, hardware or service which either (a) the Customer procures or has procured from the vendor directly; or (b) resold by Slink to the

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Customer as part of a Product, with a direct agreement between the Customer and the relevant vendor;

"UK GDPR" means the General Data Protection Regulation (EU) 2016/679, as implemented, derogated from and/or varied by the laws of the United Kingdom, including under the Data Protection Act 2018;

"Use" means:

(a) in relation to any software as a service made available to the Customer by Slink directly, the acts of accessing it, interacting with it and operating it (in each case directly or indirectly), across a network, which are necessary or reasonably incidental to the use of that service as contemplated by the applicable Documentation; or

(b) n relation to any software provided, licensed or sub-licensed to the Customer by Slink directly, the acts of storing, loading, displaying, running, transmitting and operating it (in each case directly or indirectly) which are necessary or reasonably incidental to the use of that software as contemplated by the applicable Documentation;

(c) in relation to a Service, any act of interacting with that Service, for instance requesting support in relation to it; and

(d) in respect of the Documentation or other documentation, the acts of copying, distribution and communication that are necessary or reasonably incidental to the Use of the Product, software as a service or software;

"User" means any user of those Customer systems that Slink supports or manages in the course of providing a Product;

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement.

1.3 Wherever the words **"other"**, **"in particular"**, **"includes"**, **"including"** or **"for example"** are used in the Agreement, they are to be construed without limitation.

1.4 References in the Agreement to a **"person"** include both natural and legal persons.

1.5 A requirement in the Agreement that a communication be **"written"** or **"in writing"** includes email, but does not include facsimile.

1.6 A reference to an enacted law, a statute or a statutory instrument is a reference to it as it is in force at the relevant time, taking account of any amendment, extension, re enactment or replacement of it, and includes any subordinate legislation made under it and any binding decisions by a court of competent jurisdiction as to its or their correct interpretation.

1.7 Any obligation in the Agreement on a person not to do something includes an obligation not to agree, allow or encourage that thing to be done.

1.8 Any remedy given to a party in the Agreement shall, unless expressly stated otherwise, be without prejudice to any other remedy that party may have, whether under the Agreement or at law.

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1.9 In the event of any conflict between the Order, an Order Amendment and these Terms and Conditions, the following order of precedence shall apply:

1.9.1 any Special Terms; and then

1.9.2 the relevant Product Terms(s);

1.9.3 these Terms and Conditions, including any other document referenced in them; and then

1.9.4 the Order (excluding its Special Terms, which take precedence under clause 1.9.1), including any other documents referenced in it.

1.10 Where the parties enter into an Order Amendment in respect of the Order, that Order Amendment:

1.10.1 shall form a part of the same agreement as the Order;

1.10.2 take precedence over the Order; and

1.10.3 be co-terminus with the Agreement.

2 APPLICABLE TERMS

2.1 These Terms and Conditions apply to all Orders, regardless of the Product(s) purchased by the Customer, and supersede any previously issued terms and conditions.

2.2 Some Products are subject to additional Product Terms, as made available on Slink's website from time to time at https://slink.co.uk/termsconditions (**"Product Terms"**). Where Product Terms are listed for a Product at that URL, those Product Terms shall form a part of the Agreement (as they are updated from time to time).

2.3 No other terms and conditions shall apply to an Order unless either (a) explicitly agreed as a Special Term; (b) issued by Slink to the Customer; or (c) otherwise agreed to in writing by Slink. No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Agreement except to the extent that Slink otherwise agrees in writing.

3 FORMATION

3.1 These Terms and Conditions alone do not create an obligation to provide, or the right to receive the benefit of, any Products.

3.2 Where these Terms and Conditions are referred to in a proposal, quote or draft Order, such proposal, quote or draft Order is an invitation to treat only, not an offer, and shall not be binding on Slink until Slink properly executes the Order in accordance with these Terms and Conditions.

3.3 The Customer shall be bound by the Agreement immediately upon delivery of an executed copy of the Order to Slink.

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3.4 The Order may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

3.5 The parties may execute the Order via an electronic signature platform (e.g. DocuSign or Adobe Sign).

3.6 Each party may evidence their signature of the Order by transmitting by email a signed copy of the Order in PDF format, which shall constitute an original signed counterpart of the Agreement.

4 PERFORMANCE & SERVICE COMMENCEMENT

4.1 Slink shall provide the Product(s) to the Customer in accordance with the relevant Product Terms.

4.2 In respect of a Service:

4.2.1 Slink shall use reasonable efforts to achieve a proposed Service Commencement Date notified to the Customer in writing, but the Customer acknowledges and agrees that such proposed Service Commencement Date is an estimate only; and

4.2.2 Slink may at its discretion chose the final Service Commencement Date, and shall:

(a) notify the Customer in advance of such Service Commencement Date in writing; and

(b) start providing the Service from that Service Commencement Date.

5 CUSTOMER OBLIGATIONS

5.1 The Customer shall ensure that:

5.1.1 it Uses, and its Users Use, the Products in accordance with their Documentation;

5.1.2 it meets the Customer Dependencies;

5.1.3 the Customer Technology responds and performs as it should do, and is properly patched and maintained (unless Slink has agreed to patch and maintain that piece of Customer Technology within the scope of a Product); and

5.1.4 it complies with all Applicable Law when Using the Products.

5.2 The Customer shall provide Slink with the contact details of the appropriate people to which Slink should escalate (a) general queries in relation to this Agreement and the relationship between the parties; and (b) information security queries (which may be the same person), and keep Slink updated of any changes to such persons. Such persons shall initially be as set out on the Order.

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6 CONSULTANCY SERVICES

6.1 The Customer may from time to time request Consultancy Services. If Slink agrees to provide such Consultancy Services, Slink shall carry out those Consultancy Services using reasonable skill and care using its then-current rate card. Time shall not be of the essence in providing Consultancy Services.

6.2 Slink shall treat any service requested by the Customer that is outside the scope of their Product as Consultancy Services, provided that Slink has obtained the Customer's prior written approval to proceed.

7 FEEDBACK

7.1 Subject to clause 7.2, where the Customer provides Slink with Feedback, whether or not solicited by Slink:

7.1.1 the Customer grants Slink an irrevocable, perpetual, royalty free licence to use such Feedback to develop the Products, the Documentation or any other products; and

7.1.2 that Feedback shall not be the Customer's Confidential Information.

7.2 Where the Customer reasonably believes Feedback should be its Confidential Information, for instance because it embodies a unique business process or algorithm, and clearly states that this is the case immediately before or when providing that Feedback, clause 7.1 shall not apply.

8 TRUE UP / TRUE DOWN

8.1 Where a Product is sold on a per Metric basis and the Product Terms for that Product explicitly state that the Customer may increase or decrease the Metric Limit, the Customer may do so in accordance with this clause 8, subject to any limitations on the ability to do so set out in the relevant Product Terms. This clause 8 shall otherwise not apply.

8.2 The Customer may request an increase or decrease to the relevant Metric Limit by emailing support@slink.co.uk or by visiting platform.slink.ai.

8.3 Where the Customer requests an increase of the Metric Limit, Slink shall:

8.3.1 increase the Metric Limit immediately;

8.3.2 increase the Periodic Fee for all future Billing Periods, calculated using the pricing scheme set out on the Order or otherwise on a pro-rata basis; and

8.3.3 adjust the Periodic Fee for the next Billing Period to include a retrospective pro-rata Periodic Fee for the period between the Metric Limit being increased and the end of the then-current Billing Period, calculated using the pricing scheme set out on the Order or otherwise on a pro-rata basis.

8.4 Where the Customer requests a decrease of the Current User Limit:

8.4.1 Decrease the Metric Limit immediately;

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8.4.2 decease the Periodic Fee for all future Billing Periods, calculated using the pricing scheme set out on the Order or otherwise on a pro-rata basis; and

8.4.3 provide the Customer with a discount off their next invoice for the relevant Product equal to the amount already paid in respect the period between the Metric Limit being decreased and the end of the then-current Billing Period, calculated using the pricing scheme set out on the Order or otherwise on a pro-rata basis.

9 FEES

9.1 In respect of Periodic Fees, the first Billing Period shall start on the Service Commencement Date.

9.2 Slink may invoice the Customer for:

9.2.1 One Off Fees immediately in advance, unless otherwise agreed in writing;

9.2.2 the Periodic Fee in respect of the first Billing Period immediately in advance, unless otherwise agreed in writing;

9.2.3 Periodic Fees in respect of further Billing Periods in advance on the first day of such Billing Period; and

9.2.4 Consultancy Fees monthly in arrears.

9.3 The Customer shall pay each invoice issued by Slink in accordance with the Agreement by electronic transfer to an account nominated by Slink in cleared funds no later than seven days after receiving such invoice, unless otherwise agreed in writing.

9.4 The Fees are exclusive of all taxes, duties and other charges imposed by government. Where such an amount is payable on the Fees, Slink shall add such amount to its invoice at the appropriate rate, and the Customer shall pay such amount together with the Fees.

9.5 If the Customer fails to pay an amount properly invoiced in accordance with the Agreement by its due date for payment, Slink may:

9.5.1 charge the Customer interest on that sum, at 5% per annum above the Bank of England base rate as at the date on which the unpaid amount falls due, from the date on which the sum fell overdue for payment until the date upon which the sum is paid, whether before or after judgment and accruing daily;

9.5.2 suspend the Customer's and its Users' access to the Products until such payment is made; and/or

9.5.3 revoke any discount applied to the Fees by written notice.

9.6 The Customer shall pay the Fees without any deduction or set-off.

9.7 The amount of the Fees (or the basis of their calculation) is fixed for the Initial Term. Slink may increase the Fees payable in respect of any Renewal Term by giving to the Customer not less than ninety (90) days' written notice of such increase prior to the start of that Renewal Term.

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9.8 Where the Customer exceeds the Metric Limit for a Product, Slink may increase the Metric Limit retrospectively and retroactively, and unilaterally amend the Fees as set out in clause 8.3, including any sums payable for past Billing Periods for which the Customer was over the Metric Limit.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 Unless otherwise explicitly specified, nothing in the Agreement will change the ownership of any Intellectual Property Rights of either party.

10.2 The Customer acknowledges that all Intellectual Property Rights subsisting in Slink Confidential Information and the Documentation (or any component of each of them), are owned by or licensed to Slink, and that the Customer shall acquire no rights in or to such Intellectual Property Rights other than as set out in the Agreement.

10.3 The Customer grants to Slink, or will procure that the relevant third party grants to Slink, a royalty free, non-exclusive, non-transferable, sub-licensable licence to use such Intellectual Property Rights as are necessary for Slink to exercise its rights and comply with its obligations under the Agreement.

11 CONFIDENTIALITY

11.1 The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, shall:

11.1.1 not use or exploit the Confidential Information in any way except for the purpose of exercising its rights and performing its obligations under the Agreement;

11.1.2 not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by the Agreement; and

11.1.3 apply the same security measures and degree of care to the Confidential Information as the Receiving Party applies to its own confidential information (and which shall in any event be no less stringent than the measures and care which it is reasonable to expect of a person operating in the same sector in the same circumstances).

11.2 The Receiving Party may disclose the Disclosing Party's Confidential Information to those of its agents, officers, employees and professional advisers who need to know it in connection with the Agreement, provided that:

11.2.1 it informs each such person of the confidential nature of the Confidential Information before disclosure; and

11.2.2 it procures that each such person shall comply with this clause 11 as if it were the Receiving Party,

and it shall be liable for the failure of any such person to comply with this clause 11.

11.3 The Receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Applicable Law, by any governmental or other regulatory authority with jurisdiction over the Receiving Party, or by a court of competent jurisdiction, or under the rules of a relevant securities exchange, provided in each case that,

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to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible and it takes into account the reasonable requests of the Disclosing Party in relation to the content of that disclosure.

12 DATA PROTECTION

12.1 Each party shall comply with Data Protection Law to the extent applicable to it.

12.2 Each party acknowledges and agrees that:

12.2.1 each party acts as an independent controller of personal data relating to Customer Representatives; and

12.2.2 Slink acts as the Customer's processor of personal data to the extent that it processes personal data in the course of providing Products, for instance personal data shown on screen during a remote support session or stored on infrastructure managed by Slink.

12.3 Each party shall provide reasonable assistance and information to the other party on written request in relation to any request, complaint or query made by a data subject of personal data processed in relation to or due to the provision of the Products, or by any supervisory authority.

12.4 Except to the extent otherwise agreed on the Order, the parties agree that, where Slink acts as the Customer's processor, the following description applies to Slink's processing of the Personal Data:

12.4.1 the subject matter, nature and purpose of the processing is the provision of managed IT services to the Customer and it's users;

12.4.2 the categories of data subjects are the Customer's personnel;

12.4.3 the category of personal data processed is the contact details of the Customer's personnel used in the provision of support, and such personal data that is shown on those users' screen whilst Slink is providing remote support; and

12.4.4 the duration of processing is the Term,

(the **"Description of Processing"**).

12.5 Where Slink processes personal data on behalf of the Customer as the Customer's processor pursuant to this Agreement (**"Personal Data"**), or uses a sub-contractor to do so, Slink shall:

12.5.1 process the Personal Data only on behalf of the Customer and only for the purposes of performing its obligations under the Agreement, which the parties agree are, taken together, the Customer's written instructions to the Supplier for processing the Personal Data;

12.5.2 ensure that all persons with access to the Personal Data are subject to an obligation of confidentiality or are under an appropriate statutory obligation of confidentiality;

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12.5.3 implement the technical and organisational measures required by Article 32 GDPR, taking into account the Description of Processing;

12.5.4 only engage a sub-processor, or disclose Personal Data to a sub-processor, if either they are named in the Sub-Processor List as at the Effective Date or where:

(a) the Supplier has added such sub-processor to the Sub-Processor List (for which the Customer may subscribe to email updates via the Sub-Processor List); and

(b) the Customer has not objected to such appointment within seven days of the sub-processor being added to the Sub-Processor List, provided that any such objection must be based upon reasonable evidence (which the Customer shall provide to the Supplier) that the appointment of such sub-processor would materially reduce the level of security of the Personal Data;

12.5.5 where the Customer objects to the appointment of a sub-processor pursuant to clause 12.5.4(B), at its option by giving the Customer notice of its intention, do one of the following:

(a) propose a different sub-processor (such sub-processor's appointment still subject to clause 12.5.4); or

(b) modify the Services or the way in which they are provided to avoid processing of the Personal Data by that sub-processor, provided that such modification does not materially degrade the Services;

12.5.6 when appointing a sub-processor:

(a) ensure that the sub-processor complies with Data Protection Laws;

(b) engage the sub-processor on a written agreement giving commitments in relation to the processing of the Personal Data no less onerous on the sub-processor than this clause 12.5 is on Slink; and

(c) remain liable to the Customer for the acts and omissions of the sub-processor in relation to the Personal Data;

12.5.7 taking into account the nature of the processing and the information available to Slink, and at the Customer's cost, provide the Customer with such information that it requires in order to comply with:

(a) Articles 32, 35 and 36 GDPR; and

(b) Chapter III GDPR,

in each case provided that such information has not already been provided to the Customer by Slink;

12.5.8 in the event that it becomes aware that it has experienced a personal data breach in respect of such Personal Data:

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(a) notify the Customer without undue delay after becoming aware of that personal data breach, providing as much information about the nature and impact of it, including the specific categories of Personal Data affected by it, as Slink is reasonably able to provide (the Customer acknowledges that such information may be provided in stages as the Slink's investigation proceeds, if it is reasonable to do so); and

(b) support and co-operate with the Customer in collecting the information needed by the Customer to comply with its notification obligations under Data Protection Laws to the relevant supervisory authorities and affected data subjects, as the Customer reasonably requires;

12.5.9 at the Customer's option, delete or return to the Customer the Personal Data when it ceases to provide the relevant Services, including all copies of it unless either:

(a) applicable law requires Slink to retain the Personal Data; or

(b) Slink requires such Personal Data in connection with actual or potential legal proceedings;

12.5.10 only transfer the Personal Data outside of the European Economic Area in compliance with Data Protection Laws;

12.5.11 make available to the Customer such information that it reasonably requests where that information is necessary to demonstrate Slink's compliance with this clause 12.5; and

12.5.12 allow the Customer, or its external auditor which is not a direct competitor of Slink (and subject to reasonable and appropriate confidentiality undertakings), to inspect and audit Slink's data processing activities and those of its relevant Affiliates, to enable the Customer to verify that the Supplier is in compliance with its obligations under this clause 12.5, provided that:

(a) such right of audit shall not be exercised by the Customer more than once each year, unless specifically required by a supervisory authority of competent jurisdiction;

(b) the Customer gives Slink not less than 30 days' prior written notice of its intention to so audit, unless the Customer has reasonable grounds to suspect non-compliance with this clause 12.5;

(c) the Customer uses or procures that its auditor uses all reasonable efforts to avoid disruption to Slink's business or operations;

(d) neither the Customer nor its auditor will thereby be entitled to access to any data of any other customer of Slink, or direct access to any of the Supplier's or its Affiliates' systems, unless specifically ordered otherwise by a supervisory authority of competent jurisdiction;

(e) any and all information thereby coming into the possession of the Customer or its auditor will be the confidential information of Slink or its relevant Affiliate and the Customer will not use or allow it to be used for any other

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purposes whatsoever and will not disclose, and will procure that is not disclosed, to any third party unless required by law; and

(f) the Customer reimburses Slink for any costs reasonably incurred by it and its relevant Affiliates, including for its personnel's time, except where the audit identifies a material breach of this clause 12.5 by Slink or its relevant Affiliates.

13 LIABILITY

13.1 Nothing in the Agreement shall limit or exclude either party's liability:

13.1.1 for death or personal injury caused by its negligence;

13.1.2 for fraud or fraudulent misrepresentation; or

13.1.3 for any other matter for which it is unlawful to limit or exclude liability (as the case may be).

13.2 Subject to clause 13.1, Slink shall have no liability arising under or in connection with the Agreement (regardless of the cause of action or legal theory of liability) for:

13.2.1 any loss of profits, revenue, anticipated savings, opportunity, management time, reputation or goodwill;

13.2.2 any loss, destruction or corruption of data; or

13.2.3 any indirect or consequential loss.

13.3 Subject to clause 13.1, Slink's total aggregate liability to the Customer arising under or in connection with the Agreement (regardless of the cause of action or legal theory of liability) will be limited to an amount equal to:

13.3.1 In respect of a one off supply (e.g. Hardware Only or a Consultancy Services engagement), 125% of the One Off Fees or Consultancy Fees paid in respect of that supply; and

13.3.2 In respect of an on-going supply (e.g. a Service), 125% of the Fees paid in respect of the Contract Year in which the event (or last in a series of events) giving rise to the liability occurred.

13.4 The Customer acknowledges that Third Party Products are not provided by Slink and therefore Slink shall have no liability to the Customer in connection with them.

13.5 All representations, warranties, conditions and other terms other than those contained in the Agreement, whether express or implied by law, by trade custom or otherwise, are hereby excluded to the fullest extent permitted by law. In particular, Slink does not warrant or represent that the Customer or its Users' use of the Products shall be uninterrupted or error free and the Products are provided entirely on an "as-is" basis.

14 SUSPENSION

14.1 Slink may suspend a Service without liability if:

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14.1.1 it reasonably believes that the Service is being used in violation of the Agreement, and the Customer has not remedied such breach within 5 Business Days;

14.1.2 the Customer does not cooperate with Slink's reasonable investigation of any suspected violation of the Agreement;

14.1.3 there is an attack on the Service or the Service is accessed or manipulated by a third party without the Customer's consent;

14.1.4 Slink is required by law or by a regulatory or government body to suspend the provision of the Service; or

14.1.5 there is another event for which Slink reasonably believes the suspension of the provision of the Service is necessary to protect Slink's network, its suppliers' networks or its other customers.

14.2 Slink shall give the Customer advance notice of a suspension under paragraph of at least 12 Business Hours unless Slink determines in its reasonable commercial opinion that a suspension on shorter or contemporaneous notice is necessary to protect Slink or its other customers from imminent and significant operational, legal, or security risk.

14.3 Where the security of the Service is compromised due to an act or omission of the Customer, then Customer shall address the vulnerability prior to Slink lifting such suspension.

15 TERM, RENEWAL AND TERMINATION

15.1 The Agreement shall commence on the Effective Date and unless terminated earlier in accordance with its terms shall continue until the end of the Initial Period (the **"Initial Term"**). Unless otherwise agreed on the relevant Order, the Agreement shall thereafter renew for further periods of 36 months (each a **"Renewal Term"**) unless one party gives the other party not less than 90 days' written notice prior to the end of the then-current Initial Term or Renewal Term (as the case may be), in which case the Agreement shall terminate on expiry of that Initial Term or Renewal Term (as the case may be).

15.2 Either party may terminate the Agreement without incurring additional liability by giving written notice to the other if the other party commits:

15.2.1 a material breach of the Agreement which is capable of remedy and it fails to remedy the breach within 30 days of receiving written notice of such breach; or

15.2.2 a material breach of the Agreement which is not capable of being remedied.

15.3 Any failure by the Customer to pay Fees which are properly due and payable shall be deemed a material breach of the Agreement.

15.4 Either party may terminate the Agreement immediately without incurring additional liability by giving the other notice if:

15.4.1 the other party passes a resolution for its winding up or a court makes an order for its winding up or dissolution (other than for the purpose of any bona fide amalgamation, merger or reconstruction);

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15.4.2 an application for an administration order is made in relation to the other party that has not been set aside within seven days after the order has been made, or if a receiver is appointed over, or an encumbrancer takes possession of or sells, any material part of the assets or undertaking of the other party;

15.4.3 the other party makes an arrangement or composition with its creditors generally or makes an application to a court for protection from its creditors generally;

15.4.4 the other party disposes of all its assets or a substantial part of its assets (other than for the purpose of any bona fide amalgamation, reconstruction or merger);

15.4.5 the other party commences or has commenced against it any insolvency, reorganisation, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings, and, if such case or proceeding is commenced against it, such case or proceeding is not dismissed within seven days thereafter;

15.4.6 the other party becomes insolvent or generally fails to pay or admits in writing its inability to pay, its debts as they become due; or

15.4.7 the other party is subject to any equivalent process or proceedings in any jurisdiction anywhere in the world.

16 CONSEQUENCES OF TERMINATION

16.1 Any provision of the Agreement that expressly, by implication or by its nature is intended to come into or continue in force on or after termination (including clause 11 *(Confidentiality)*) shall do so.

16.2 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

16.3 Promptly following termination:

16.3.1 all licences to Intellectual Property Rights shall immediately cease, unless expressly agreed that they are perpetual; and

16.3.2 each Receiving Party shall:

(a) return to the Disclosing Party or (at the Disclosing Party's election) use reasonable efforts to destroy all copies of the Disclosing Party's Confidential Information; and

(b) upon request by the Disclosing Party, give to the Disclosing Party a certificate signed by an officer of the Receiving Party that it has done so.

16.4 Any Confidential Information not actually destroyed pursuant to clause 16.3 shall continue to be Confidential Information and clause 11 (*Confidentiality*) shall continue to apply to it.

17 FORCE MAJEURE

17.1 If a party (the **"Affected Party"**) is prevented, hindered or delayed from or in performing any of its obligations under the Agreement by a Force Majeure Event:

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17.1.1 the obligations of the Affected Party which are affected by the Force Majeure Event are, to the extent affected only, suspended while the Force Majeure Event continues;

17.1.2 as soon as reasonably possible after the start of the Force Majeure Event the Affected Party shall give notice to the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under the Agreement; and

17.1.3 as soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall give notice to the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under the Agreement in full.

17.2 The Affected Party may only rely on clause 17.1.1 if it complies with clauses 17.1.2 to 17.1.3.

17.3 This clause 16 shall not affect a party's obligation to pay any sum due under the Agreement.

18 ASSIGNMENT AND SUBCONTRACTING

18.1 Subject to clause 18.2 and 18.3, neither party may assign, subcontract or otherwise deal in any of its rights or obligations under the Agreement without the prior written consent of the other party, not to be unreasonably withheld or delayed.

18.2 Either party may assign its rights and/or subcontract its obligations under the Agreement to any of its Affiliates without restriction, provided that it gives the other party written notice upon such assignment occurring.

18.3 Slink may sub-contract its obligations under this Agreement without the Customer's consent.

18.4 Each party shall, as against the other party, remain liable for the acts and omissions of its subcontractors and assigns under or in connection with the Agreement as if those acts and omissions were the acts and omissions of that party itself.

19 NOTICES

19.1 A notice under or in connection with the Agreement:

19.1.1 must be in writing and in English; and

19.1.2 must be sent by first class post pre-paid recorded delivery (and air mail if overseas) to the party due to receive the notice at the relevant address specified in clause 19.3 below, or to another address specified by that party in accordance with clause 19.4, before the notice was dispatched.

19.2 A notice shall be deemed to be given:

19.2.1 if delivered personally on a Business Day, when left at the relevant address;

19.2.2 if delivered personally other than on a Business Day, on the next Business Day;

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19.2.3 if sent by post (other than air mail), two Business Days after posting it; and

19.2.4 if sent by air mail, six Business Days after posting it.

19.3 The address for notices is:

19.3.1 In respect of Slink: Attn: Tom Johnson, Slink AI Ltd, at the address printed next to it the top of the Order; and

19.3.2 in respect of the Customer, at the address printed next to it at the top of the Order.

19.4 Either party may change its address for notices by notice to the other.

20 GENERAL

20.1 The Customer agrees that Slink may reference the Customer as a customer in its publicity from time, including when pitching to other potential customers, on its website and in other publicity material. Slink shall only do so in accordance with the Customer's brand guidelines (if any), as provided to it by the Customer from time to time.

20.2 Except where the Agreement provides otherwise, each party shall pay its own costs relating to:

20.2.1 the negotiation, preparation and execution of the Agreement; and

20.2.2 its own performance of the Agreement.

20.3 The parties are independent contractors. Consequently, the provisions of the Agreement shall not, under any circumstances, be interpreted as creating any association, relationship of agency or partnership between the parties. Neither party may bind the other in any manner whatsoever or in favour of anyone whomsoever, except in accordance with the Agreement.

20.4 The Agreement contains the whole agreement between the parties, and supersedes all prior agreements, arrangements and understandings between the parties, relating to its subject matter. Each party acknowledges that, in entering into the Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Agreement or not) (each, a **"Representation"**) other than as expressly set out in the Agreement. Nothing in this clause 20.4 shall limit or exclude any liability for any fraudulent Representation.

20.5 The Agreement shall be binding on the parties' successors and assignees.

20.6 Except to the extent that the Agreement expressly provides otherwise, a person who is not a party to the Agreement shall have no right whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of it. The consent of a third party having rights under the Agreement shall not be required in order to amend it.

20.7 If any provision of the Agreement is held to be invalid or unenforceable for any reason, that provision shall, if possible, be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The nullity or adjustment of any provision of the Agreement shall not affect the validity and enforceability of any other provision of the Agreement.

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20.8 The failure of a party to enforce a provision of the Agreement or any rights with respect thereto (or any delay in so doing) shall not be a waiver of that provision or right, or in any way affect the validity of the Agreement. A waiver of any claim for a breach of the Agreement shall not operate to waive any claims in respect of any other breach.

20.9 Subject to the remainder of this clause 20.9, any amendment of the Agreement shall only be valid if it is made in writing and signed by both parties. Notwithstanding the foregoing, Slink may:

20.9.1 amend the Documentation at any time provided that it makes such updated version available to the Customer (including by publishing it online); and

20.9.2 unilaterally amend the Agreement by written notice to the Customer where that change: (a) is necessitated by a change in Applicable Law; (b) is required in order to ensure Slink or the Customer is compliant with Applicable Law; (c) is required in order to comply with the terms and conditions applicable to Third Party Products; or (d) is required to ensure the integrity or security of the Products or a component thereof.

20.10 The Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law and are subject to the exclusive jurisdiction of the English courts.

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SCHEDULE 1

Support Description

1 INTRODUCTION & INTERPRETATION

1.1 This Support Description describes the support and maintenance services that Slink will provide to the Customer in relation to a Product, where the Product Description states that Slink will provide support and maintenance.

1.2 In this Support Description:

"Authorised User" means a Customer Person that has been given access to the Support Portal by the Customer or by Slink;

"Issue" means a failure of a Supported System conform to its Documentation or to perform as typically expected;

"Severity Level" means a severity level, each as defined in paragraph 3.2;

"Support Hours" means either:

(a) during Business Hours; or

(b) such other times that Slink has explicitly agreed to it in writing;

"Support Portal" means the web portal made available by Slink from time to time for the purposes of allowing the Customer and it's Users to (a) access self-help resources; and (b) submit support tickets;

"Supported System" means (a) any Managed System provided by Slink; and (b) any other technology Slink has agreed to support as part of a Product, as set out in the Order or relevant Product Description;

"Support Request" has the meaning given to it in paragraph 3; and

"Support Services" means those services described in the relevant Product Description.

1.3 Unless otherwise defined in this Support Description or the Terms and Conditions, words and phrases which have defined meanings in ITIL will have the same meanings when used in this Support Description.

2 SUPPORT SERVICES

2.1 Slink will provide Support Services in respect of the Supported Systems to the Customer (and its Affiliates) during the Term.

2.2 Slink will provide the Support Services:

2.2.1 remotely, either by telephone, email or by remote access;

2.2.2 during the Support Hours for the relevant Severity Level;

2.2.3 in the English language; and

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2.2.4 using reasonable skill and care.

3 SUPPORT REQUESTS

3.1 The Customer will promptly report an Issue to Slink by raising a support request that includes sufficient information to allow Slink to determine the nature of the Issue, via one of the mediums set out in the relevant Product Description (each a "**Support Request"**).

3.2 For each Issue, the Customer will, at the time of the first contact, assign a Severity Level to that Issue, in accordance with the following table:

Severity Level	Criteria
Severity Level 1	All or majority of users affected, whole application or a major feature of it unavailable. All major security issues.
Severity Level 2	Majority of users affected, whole application or major feature of it is running with very low performance causing significant service interruption.
Severity Level 3	Either of the above, but only affecting a minority of users or specific business unit(s). Less impactful issues affecting a majority of users, e.g. there is a good workaround or the Issue only affects a very minor function.
Severity Level 4	Configuration changes, "how-to" questions, cosmetic issues, etc.

3.3 Slink may adjust the Severity Level at any time if it reasonably believes that the Issue does not meet the relevant criteria set out above.

4 CUSTOMER'S RESPONSIBILITIES

4.1 The Customer shall:

4.1.1 ensure that any Customer Technology that is not a Supported System is of a suitable specification for is purpose and is properly patched and maintained;

4.1.2 provide assistance and information to Slink as is reasonably necessary for it to provide the Support Services;

4.1.3 provide such assistance and information to Slink promptly; and

4.1.4 comply with Slink's reasonable instructions in relation to an Issue.

5 ERROR REPRODUCTION

5.1 In order to resolve an Issue, Slink must be able to reproduce the Issue. Both parties will use reasonable efforts to reproduce the Issue. Slink will use commercially reasonable efforts to reproduce and diagnose Issues reported by the Customer. Where Slink requests it, the Customer or its relevant User shall demonstrate the Issue to Slink via remote access.

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6 ACCESS TO SUPPORT PORTAL

6.1 All access credentials used to access the Support Portal are Slink's Confidential Information, whether they are defined by the Customer, an Authorised User or Slink.

6.2 The Customer shall ensure that Users do not share access credentials to the Support Portal.

6.3 If the Customer or an Authorised User has reason to believe their access credentials to the Support Portal have been compromised, they shall notify Slink immediately.

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SCHEDULE 2

Service Level Agreement

1 INTRODUCTION & INTERPRETATION

1.1 This Service Level Agreement (or **"SLA"**) shall only apply where the Product Description states that Slink will provide a Service in accordance with Service Levels.

1.2 This SLA defines how Service Levels will apply, how they will be reported on, and how services credits will be processed (if relevant).

1.3 In this SLA:

"Emergency Maintenance" means emergency maintenance carried out in accordance with paragraph 3.2;

"Maintenance" means Scheduled Maintenance and/or Emergency Maintenance;

"Measurement Period" means a calendar month unless otherwise specified in the relevant Product Description;

"Response Time" means, in respect of a Support Request, the period of time between:

(a) the Support Request being logged in accordance with the Support and Maintenance Description (or where it is logged outside of Support Hours for the relevant Severity Level, when the Support Hours for that Severity Level next start); and

(b) Slink responding to the Support Request, with either (a) a request for further information; or (b) acknowledgement that the Issue is being investigated,

counting only time elapsed during the relevant Support Hours;

"Scheduled Maintenance" means scheduled maintenance carried out in accordance with paragraph 3.1;

"Service Credits" means an amount deductible of the relevant Periodic Fees for missing a Service Level;

"Service Level Excuse Event" means:

(a) the Customer's failure to perform its obligations under the Agreement (including under the Support Description and this SLA);

(b) a Force Majeure Event,

in each case where that prevents or hinders Slink from achieving a Service Level;

"Update Interval" means, in respect of a Support Request, the frequency with which Slink will provide the Customer with updates on the progress of an Issue, excluding any time where Slink is awaiting information or assistance which it has requested from the Customer and counting only time elapsed during the Support Hours for the Issue given its Severity Level.

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1.4 Words and phrases which have defined meanings in Support Description will have the same meanings in this SLA unless they are otherwise defined.

2 CALCULATION OF SERVICE LEVELS

2.1 Slink's calculation of Service Levels shall be final. Slink shall, on the Customer's request, provide the Customer with supporting documentation, including Slink's measurement methodology.

3 MAINTENANCE

3.1 Scheduled Maintenance. Slink may from time to time need to make a Supported System unavailable for the purposes of carrying out planned maintenance. Slink shall give the Customer not less than three days written notice of such planned maintenance, including details of the period of time during which such maintenance will take place, and shall use reasonable efforts to avoid carrying out such maintenance during Business Hours.

3.2 Emergency Maintenance. Slink may from time to time need to a Supported System unavailable in order to make critical unplanned changes in respect of which it would not be reasonable to carry out as Scheduled Maintenance, for instance to patch a security vulnerability or to remedy a Severity Level 1 Issue or a Severity Level 2 Issue. Slink shall, where practicable to do so, provide the Customer with as much written notice as is reasonably possible as to when such emergency maintenance will take place.

4 SERVICE LEVEL REPORTING

4.1 Within 10 Business Days of the end of each Measurement Period, Slink will deliver a report to the Customer via Email (a "**Service Level Report"**) setting out a comparison of Slink's actual performance against each of the Service Levels.

5 SERVICE CREDITS

5.1 Where the relevant Product Description provides for Service Credits:

5.1.1 the Customer must request any Service Credits that are due within 30 days of failure the relevant Service Level Report being made available under paragraph 4;

5.1.2 if requested, Slink shall validate the claim against the Service Level Report and if approved issue the Customer with a credit note and apply it against the next invoice Slink issues in respect of the relevant Product; and

5.1.3 Service Credits will be the Customer's sole or exclusive remedy in respect of any failure to achieve a Service Level.

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