

PLEASE READ THE TERMS OF THIS LICENCE CAREFULLY

This is a legally binding agreement (**Licence**) between you (the **Customer** or **you**) and us (Jiva.AI Limited whose registered address is Tramshed Tech, Pendyris Street, Cardiff, Wales, CF11 6BH, **Jiva, we** or **us**), granting you the right to use and access Jiva.AI platform (including the application programming interface) as made available for use by means of a hosted services or via platform.jiva.ai (or such other URL as Jiva may determine from time to time) (**Jiva Solution**) and each AI Model, any updates, upgrades, patches, fixes or workarounds made available by us, and any data, media or documents associated with it (together, the **Subscribed Services**).

BY CLICKING 'ACCEPT' AT THE END OF THIS LICENCE, YOU AGREE TO AND ACCEPT THE FOLLOWING TERMS WHICH WILL BE BINDING ON YOU WHEN ACCESSING OR USING THE SERVICES. PLEASE NOTE, IN PARTICULAR, THE LIMITATIONS ON LIABILITY IMPOSED AT CLAUSE 7. **THIS IS A BUSINESS TO BUSINESS LICENCE AND IS NOT TO BE ENTERED INTO BY CONSUMERS. YOU SHOULD ONLY CLICK 'ACCEPT' IF YOU ARE A BUSINESS.**

WHERE YOU DO NOT AGREE TO ANY OF THE TERMS OF THIS LICENCE, YOU SHALL CLICK 'REJECT'. DOING SO MEANS THAT YOU ARE NOT ALLOWED TO ACCESS OR USE THE SERVICES.

1 Rights of access and use

- 1.1 Subject to the terms of this Licence, we hereby grant to you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the paid for Subscribed Services for the Permitted Use.
- 1.2 Ownership of the Jiva Solution, each AI Model, and all Intellectual Property Rights in the Subscribed Services shall at all times remain with Jiva.
- 1.3 We may suspend access to the Services (or any part) if we suspect that there has been any breach of this Licence.

2 Limitations on use

- 2.1 You shall at all times comply with all applicable laws.
- 2.2 Except as expressly permitted under this Licence or by law, you shall not:
 - 2.2.1 use, copy, modify, adapt, correct errors, or create derivative works from, the Subscribed Services;
 - 2.2.2 decode, reverse engineer, disassemble, decompile or otherwise translate, or make alterations to the Subscribed Services, convert the Subscribed Services, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats

or non-public APIs to the Subscribed Services, other than as expressly permitted under sections 50B and 296A of the Copyright Designs and Patents Act 1988 (and then only upon advance notice in writing to us);

- 2.2.3 assign, rent, transfer, provide or enable access, sub-licence, lease, resell, distribute, publish, broadcast, transmit, store, archive, display publicly to third parties, disclose or otherwise deal in or encumber the Subscribed Services (in each case, whether or not for charge);
- 2.2.4 remove or modify any copyright or similar notices, or any of Jiva's or any other person's branding, that the Subscribed Services causes to be displayed when used;
- 2.2.5 access or use the Subscribed Services, or permit them to be accessed or used, by or on behalf of any third party, otherwise than for the Permitted Use;
- 2.2.6 interfere with any license key mechanism in the Subscribed Services or otherwise attempt to circumvent or interfere with any security features of the Subscribed Services or mechanisms intended to limit your use; or
- 2.2.7 make the Subscribed Services available over a network or any other method of remote access, or facilitate the same.
- 2.3 If you use the Subscribed Services other than for the Permitted Use you acknowledge that you shall be required, without prejudice to any other rights or remedies to which we may be entitled, to pay at Jiva's then-current rates for any additional usage of the Subscribed Services.
- 2.4 You shall notify us in writing as soon as you become aware of any actual or suspected unauthorised use of the Subscribed Services.
- 2.5 You shall maintain accurate and complete records of your access and usage of the Subscribed Services under this Licence.
- 2.6 You shall allow and procure for Jiva (and any authorised representatives of Jiva) access to audit (and take copies of) the relevant records, to the extent necessary to verify that the access and use of the Subscribed Services is in accordance with this Licence.

3 Indemnity

- 3.1 **YOU SHALL INDEMNIFY, KEEP INDEMNIFIED AND HOLD HARMLESS US (ON OUR OWN BEHALF ON BEHALF OF EACH OF OUR AFFILIATES) FROM AND AGAINST ANY LOSSES, CLAIMS, DAMAGES, LIABILITY, COSTS (INCLUDING LEGAL AND OTHER**

PROFESSIONAL FEES) AND EXPENSES INCURRED BY US (OR ANY OF OUR AFFILIATES) AS A RESULT OF YOUR BREACH OF THIS LICENCE.

4 Changes to services and terms

- 4.1 We may at our absolute discretion make updates to this Licence (**New Versions**) from time to time.
- 4.2 New Versions will replace the preceding version of this Licence from the date 30 days after they are published (or at such later date as we may specify).
- 4.3 In the event that any New Version materially impacts you negatively you may terminate this Licence in respect of all impacted Subscribed Services provided you exercise such right prior to such New Version taking effect on not less than 10 days prior written notice.

5 Warranty

- 5.1 Each party warrants that it has full capacity and all necessary rights and consents to enter into and perform its obligations under this Licence.
- 5.2 You acknowledge and accept that the Jiva Solution, each AI Model, and the Services (including any management intelligence reporting and any third party software) are provided "AS IS" without any warranty of any kind, whether express or implied including, but not limited to, warranties as to the accuracy of the information and any implied warranties of satisfactory quality and / or fitness for a particular purpose. Jiva does not warrant that the Services will be uninterrupted or error free or that such errors can be corrected, or that any New Version will not affect the functionality of the Jiva Solution.
- 5.3 You assume sole responsibility for:
 - 5.3.1 procuring and maintaining your network connections and telecommunications links required to use the Jiva Solution;
 - 5.3.2 results obtained from the use of the Jiva Solution, and for conclusions drawn from such use; and
 - 5.3.3 testing and implementing any of the Subscribed Services in such a way as to make successful use of the same, and Jiva shall have no responsibility or liability in respect of the results or outcomes of use of an AI Model in a production environment.
- 5.4 Other than as set out in this clause 5, and subject to clause 7.3, all warranties, conditions, terms, undertakings or obligations whether express or implied, are excluded to the fullest extent allowed by

applicable law in relation to the Jiva Solution and the Services (including any third party software).

6 Intellectual Property Rights

- 6.1 The Customer acknowledges that all Intellectual Property Rights in the Services are owned by or licensed to Jiva, that the right to access and use the Subscribed Services is licensed (not sold) to the Customer and that the Customer shall have no other rights other than those granted under the terms of this Licence. For the avoidance of doubt, the Customer shall have no right to access the Subscribed Services in source code form. To the extent that the Customer, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in any part of the Services, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Jiva or such third party as Jiva may elect. The Customer shall execute all such documents and do such things as Jiva may consider necessary to give effect to this clause 6.1.
- 6.2 The Customer may be able to store or transmit Customer Data using one or more Subscribed Services and the Subscribed Services may interact with the Customer's software and systems. The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for Jiva (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Data to the extent necessary to perform or provide the Services or to exercise or perform Jiva's rights, remedies and obligations under this Licence.
- 6.3 In relation to each Workflow Configuration:
 - 6.3.1 Jiva assigns to the Customer all Intellectual Property Rights in the Workflow Configurations; and
 - 6.3.2 Jiva shall obtain waivers of all moral rights in the Workflow Configurations to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and
 - 6.3.3 the Customer hereby grants to Jiva a non-exclusive, transferrable, sub-licensable, fully paid-up, royalty-free licence to use, copy and modify the Workflow Configurations for any purpose relating to the performance of its obligations under this Licence.
- 6.4 To the extent any third party software is made available to, or used by or on behalf of the Customer in connection with any Subscribed Service, the

Customer will use such third party software only in conjunction with the Jiva Solution and in accordance with any applicable terms. The Customer accepts that Jiva is not responsible for any such third party software.

6.5 Jiva may use any feedback relating to the Services provided by the Customer without limitation. The Customer hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in such feedback with full title guarantee to Jiva at the time such feedback is first provided to Jiva.

6.6 If Jiva has reason to believe that a third party claim may be brought by any third party alleging that the Subscribed Services infringe any Intellectual Property Rights of a third party (an **IPR Claim**), Jiva may at its sole option and expense, and the Customer shall permit Jiva to, as its sole and exclusive remedy:

6.6.1 modify or replace the Subscribed Services to avoid infringement or alleged infringement; or

6.6.2 terminate this Licence.

7 Limitation of liability

7.1 **SUBJECT TO CLAUSE 7.3, JIVA'S TOTAL AGGREGATE LIABILITY HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS LICENCE SHALL NOT EXCEED £150,000.**

7.2 **SUBJECT TO CLAUSE 7.3, JIVA SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING:**

7.2.1 **ANY LIABILITY ARISING OR CONTRIBUTED TO BY ANY BREACH OF THIS LICENCE BY THE CUSTOMER, OR ANY FORCE MAJEURE;**

7.2.2 **LOSS OF REVENUE OR SAVINGS (WHETHER ACTUAL OR ANTICIPATED);**

7.2.3 **LOSS OR CORRUPTION OF DATA, SOFTWARE OR SYSTEMS;**

7.2.4 **LOSS OF CONTRACT OR BUSINESS;**

7.2.5 **HARM TO OR LOSS OF GOODWILL;**

7.2.6 **WASTED EXPENDITURE; AND**

7.2.7 **INDIRECT OR CONSEQUENTIAL LOSS.**

7.3 Notwithstanding any other provision of this Licence, Jiva's liability shall not be limited in any way in respect any losses which cannot be excluded or limited by applicable law.

8 Term and termination

8.1 This Licence shall come into force on the date you accept its terms and, unless terminated earlier in accordance with its terms, shall continue until termination or expiry of any agreement between you and the reseller of the Subscribed Services.

8.2 Without affecting any other right or remedy available to us, we may terminate this Licence on giving not less than 7 days' written notice to you.

8.3 We may terminate this Licence immediately by written notice to you if you are in breach of any term of this Licence.

8.4 Immediately on termination or expiry of this Licence (for any reason) the licences and rights granted by us shall terminate and you shall stop accessing and using the Subscribed Services. For the avoidance of doubt, upon termination, access to the Jiva Solution shall be immediately restricted and any Customer Data on the Jiva Solution shall be purged 10 days after termination.

8.5 Termination or expiry of this Licence shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry.

9 Customer Data

9.1 You shall provide the Customer Data and be solely responsible for the accuracy, legality and integrity of the Customer Data. Without prejudice to the foregoing, you shall comply with any and all processes and procedures we may specify from time to time in relation to the Customer Data and the manner which the same is uploaded to the Jiva Solution, which shall include ensuring that any Customer Data is fully anonymised (such that it does not constitute Personal Data).

9.2 The Customer acknowledges that Jiva has no control over any Customer Data hosted as part of the provision of the Services and may not actively monitor or have access to the content of the Customer Data.

9.3 You warrant that the Customer Data:

9.3.1 is owned by you or you have the right to use the same and the Customer Data and the supply of the Customer Data to us complies with all applicable laws;

9.3.2 does not infringe the rights of any third party.

9.4 If Jiva reasonably believes that any Customer Data may not comply with this Licence, Jiva shall have the right to:

9.4.1 delete the relevant Customer Data from the Services;

9.4.2 suspend access to the relevant Customer Data from the Services; and/or

9.4.3 disclose Customer Data to law enforcement authorities (in each case without the need to consult the Customer).

10 Other Important Terms

10.1 No variation of this Licence shall be valid or effective unless it is in writing, refers to this Licence and is duly signed by each party.

10.2 We may at any time transfer our rights or obligations under this Licence. You may only transfer your rights or obligations under this Licence if we agree in writing beforehand.

10.3 This Licence and any descriptions of the Services made available by Jiva, constitute the entire agreement between us and supersede all previous agreements, understandings and arrangements between us, whether in writing or oral.

10.4 You acknowledge that you have not entered into this Licence in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Licence.

10.5 If any provision of this Licence (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Licence shall not be affected.

10.6 A waiver of any right or remedy is only effective if given in writing.

10.7 A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

10.8 This Licence, its subject matter and formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the English courts.

DEFINITIONS

Affiliates means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity

within the meaning set out in section 1124 of the Corporation Tax Act 2010;

AI Model means an artificial intelligence, machine learning, statistical, logical or mathematical model developed by the Customer through use of, and uploading Customer Data to, the Jiva Solution, and which resides within and forms part of the Jiva Solution;

Customer Data means all data (in any form) that is provided to Jiva or uploaded to any part of any Subscribed Service by the Customer or any data that is generated as a result of the Customer's use of its own data in the Subscribed Services;

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Licence, including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;

Intellectual Property Rights means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case whether registered or not;

New Versions has the meaning given to it at clause 4.1;

Permitted Use means the use for your internal business purposes only, by the agreed number of concurrent users across the permitted number of simultaneous devices for the Subscribed Services and in accordance with any other agreed restrictions;

Services means the Subscribed Services and any support services by us;

Workflow Configuration means a technical description of a workflow created through use of the Jiva Solution, describing applicable processing nodes, data flows and other relevant operations, which for the avoidance of doubt excludes any data, any Intellectual Property Rights and any software source code or object code of any kind.

CUSTOMER HEREBY CONFIRMS FULL ACCEPTANCE OF THESE TERMS AND CONDITIONS

[ACCEPT] [REJECT]