

11 September 2025

Reseller Alliants Terms and Conditions

1. Definitions

1.1. In these Terms and Conditions the following words in bold shall have the following meanings.

Agreement	means these Terms and Conditions, SLA and DPA, together;
Alliants Experience Platform	means the web-based, multi-channel messaging and concierge management platform referred to as the “Alliants Experience Platform” and the related ‘guest-facing’ app;
Business Day:	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Business Hour	means 09.00 to 17:30 local UK time, each Business Day;
Compatible Messaging Channel(s)	means the messaging channel(s) which are or may be processed via the Messaging Module of the Platform;
Concierge Module	means the module of the Services which manages, tracks, facilitates and stores the Concierge Requests;
Concierge Request	means a requirement or request from an End User for a concierge service that is processed via the Concierge Module of the Services;
Confidential Information	means any and all information in whatsoever form relating to the Supplier or the Customer, or the business, prospective business, finances, technical processes, computer software (both source code and object code), Intellectual Property Rights or finances of the Supplier or the Customer (as the case may be), or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a Party’s possession pursuant to this agreement, and which the Party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from any such information. The restrictions on use and disclosure of Confidential Information will not apply to any information or data the receiving Party can demonstrate: (a) is rightfully furnished to it without restriction by a third party that is not itself subject to a restriction on disclosure of such information, (b) is generally available to the public without breach of the agreement, (c) was independently developed by it (which independent development can be shown by written evidence) without reliance on what would otherwise be considered to be Confidential Information, or (d) was in the Party’s lawful possession before any

disclosure by the other Party. For clarity, all Customer Data will be treated as the Customer's Confidential Information;

Control

means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of a company, and controls, controlled and the expression change of control shall be construed accordingly;

Customer

means the customer named in the Order Form who purchases Services or Deliverables from the Reseller;

Customer Data

means all data, works and materials: (a) uploaded to, stored on, processed using or transmitted via the Services by or on behalf of the Customer or a Customer User or by an End User or any person or application or automated system using the Customer's account; and (b) otherwise provided by the Customer to the Supplier in connection with this agreement; and shall include any profile information, data, and other content or information provided by the Customer, directly or indirectly, to the Supplier in connection with the Customer's use of the Services, including without limitation personal data and such data, content, and information related to the Customer's business, Vendors or any Users;

Customer Users

means those employees, agents and independent contractors of the Customer who access and use Services via the Customer's account;

Defect

means a defect, error or bug having a materially adverse effect on the appearance, operation or functionality of the Platform, but excluding any defect, error or bug caused by or arising as a result of: (a) an act or omission of the Customer in breach of this agreement, or an act or omission of Customer Users or any suppliers or subcontractors of the Customer in breach of this agreement; or (b) the Customer or a Customer Users' use of the Services in a manner that is inconsistent with the Permitted Purpose and/or the Documentation; or (c) changes to a Compatible Messaging Channel by the owner/distributor of such channel, where such changes affect the ability for the channel to be processed via the Services; (d) changes to, or the availability of, any Vendors used by the Customer, whether suggested by the Services or entered manually into the Concierge Module by the Customer Users, where such changes affect the ability for the Vendor's services to be processed via the Services; (e) any incompatibility between the Services and any other system, application, program or software, except where the Supplier has an obligation as specified in an SOW or Order Form to make the Services compatible with such other system, application, program or software;

Deliverables

means any deliverables set out in an Order Form or SOW and provided to the Customer in addition to the Services;

Documentation

means the document(s) made available to the Customer by the Supplier from time to time which specifies how the Services should be used;

DPA

means the data processing agreement of the Supplier published at alliants.com/documents/axp-data-processing-agreement as amended from time to time;

Effective Date

means the date on which provision of the Services or Deliverables commences as set out in each Order Form;
;

End Users:

means individual consumers, guests and/or customers of the Customer who make a Concierge Request, and/or send and receive messages to the Customer using a

Compatible Messaging Channel, and where such Concierge Requests and/or messages are transmitted and processed via the Services;

Feedback

means feedback, innovations or suggestions created by the Customer or Users regarding the attributes, performance or features of the Services;

Force Majeure Event

means anything outside the reasonable control of a Party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, pandemic, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage, including without limitation where the Supplier ceases to be entitled to access the Internet for whatever reason, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency;

Good Industry Practice

means the exercise of that degree of care, diligence and skill which would reasonably and ordinarily be expected from a skilled, professional and experienced person engaged in the same type of undertaking under the same or similar circumstances as the Supplier;

Initial Subscription Term

means the fixed initial subscription period for provision of the Services or Deliverables ordered in each Order Form, as set out in each Order Form;

Insolvent

means where a Party: (a) makes any voluntary arrangement with its creditors or becomes subject to an administration order; (b) has a receiver, administrative receiver, manager or administrator appointed over all or part of its business; (c) passes a resolution for its winding-up or is subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, restructure or other re-organisation without insolvency); (d) ceases or threatens to cease to carry on its business for any reason or is unable to pay its debts within the meaning of the Insolvency Act 1986; (e) is subject to any similar event to those in (a) to (d) in relation to it under the law of any applicable jurisdiction;

Intellectual Property Rights

means all patents, rights to inventions, copyright (including rights in software) and related rights, mask work rights, moral rights, rights of publicity, trademarks, trade dress and service mark rights, get up and trade names, internet domain names, trade secrets, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in Confidential Information (including know-how) and any other intellectual property rights as may now exist or hereafter come into existence, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world;

Messaging Module

means the module of the Services that allows the Customer to receive, send, process, manage and store messages sent and received by End Users, using a Compatible Messaging Channel, via the Services;

Modules

means the Concierge Model, the Messaging Module and/or any further modules developed by the Supplier which are or may be incorporated into the Services;

MSA

means the agreement between the Customer and the Reseller that permits the Customer to order Services or Deliverables provided by the Supplier subject to the terms of this Agreement and the Order Form;

Order Form	means each Order Form signed by the Customer and the Reseller for the provision of Services or Deliverables;
Permitted Purpose	means for receiving, responding to, processing, tracking, managing and storing: (a) messages sent via a Compatible Messaging Channel by the End Users to the Customer via the Messaging Module; and/or (b) Concierge Requests from the End Users via the Services;
Party	means the Supplier or Customer or both together;
Property/Properties	means affiliates, properties, entities or locations owned, leased or managed by the Customer and included in an Order Form;
Reseller	means the entity, named in the Order Form who sells Services or Deliverables to the Customer, subject to the terms of this Agreement;
Renewal Period	mean the renewal period set out in each Order Form, starting from the end of the Initial Subscription Term, as set out in each Order Form;
Services	means the Alliants Experience Platform or other services, as set out in more detail in each Order Form which are made available to the Customer including any computer software programmes and updates thereto;
SLA	means the service level agreement of the Supplier published at alliants.com/documents/axp-service-level-agreement as amended from time to time;
SOW	means any statement of work referred to in an Order Form, the MSA or the Agreement, setting out the detailed plan, agreed by the Parties, describing Services or Deliverables to be provided by the Supplier and the proposed timetable for their performance;
Supplier	means Alliants Limited a private limited company incorporated and registered in England and Wales with company number 06868886, whose registered office is at Fleming Court Leigh Road, Eastleigh, Southampton, Hampshire, United Kingdom, SO50 9PD;
Supplier Staff	means all persons employed or engaged by the Supplier in the provision of the Services and Deliverables, including officers, employees, agents, subcontractors and any other persons who perform services for or on behalf of the Supplier in connection with this Agreement;
Term	means in relation to each Order Form or SOW, the Initial Subscription Term plus any subsequent Renewal Period(s) together as set out in each Order Form or SOW: .
Terms and Conditions	means these terms and conditions published at alliants.com/documents/axp-terms-and-conditions as amended from time to time;
Unit/Units	means a room, suite, apartment or any other individual bookable resource as identified within the Customer's property management system or other industry equivalent;

- Upgrades** means new versions of, and updates to, the Services, whether for the purpose of fixing an error, bug or other issue in the Services or enhancing the functionality of the Services;
- Users** means the Customer Users and the End Users;
- Vendors** means third party service providers engaged by the Customer to perform a service for an End User as a result of a Concierge Request. Such third parties may offer services such as (but not limited to) dining, car hire, limousine or taxi services, leisure and sporting activities, local attractions and events.
- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision shall include all subordinate legislation under that statute or statutory provision and includes any modification or re-enactment thereof.
- 1.8. A reference to writing or written includes e-mail.
- 1.9. References to Clauses and Schedules are to the clauses and schedules of this Agreement; references to Paragraphs are to paragraphs of the relevant Schedule to this Agreement.

2. The Term

- 2.1.
- 2.2. Each Order Form and/or SOW shall commence on the Effective Date of the applicable Order Form or SOW and continue for the respective Initial Subscription Term. Following the expiry of each respective Initial Subscription Term, each Order Form and/or SOW shall automatically extend and continue in full effect for subsequent Renewal Periods, unless and until terminated by the Reseller or the Customer pursuant to the terms of the MSA.

3. Provision Of Services And Deliverables

- 3.1. The Supplier agrees to provide the Services and Deliverables from the Effective Date for the Term in accordance with the terms of this Agreement.
- 3.2. The Customer purchases Services or Deliverables from the Reseller by entering into Order Forms and/or SOWs with the Reseller. Upon signature of each Order Form or SOW, the Customer acknowledges and agrees that the provision by the supplier and the use by the Customer of the Services and Deliverables is subject to the terms of this Agreement.

- 3.3. If the Customer wishes to purchase additional Services, Deliverables, extra Modules or Rooms after the Effective Date of any Order Form, the extra services to be provided and the Fees payable for these shall be agreed and set out in additional Order Forms and SOWs, as applicable, and once signed by the Parties they shall be incorporated into this Agreement.
- 3.4. The Services shall be provided in accordance with the SLA.
- 3.5. The Services and Deliverables shall be provided in accordance with the Order Form and/or SOW.

4. Licence To Use The Services And Deliverables

- 4.1. Subject to the Customer's payment of all fees owed to the Reseller for the Services and Deliverables, the Customer and Customer Users are granted a revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Services, Deliverables and Documentation for the Properties solely for the Permitted Purpose in accordance with the terms of this Agreement, during the Term of each Order Form and/or SOW, as applicable. Such a licence shall permit the Customer to make cache copies of software or other information as are required for the Customer to receive the Services and Deliverables via the Internet. Where open source software is used as part of the Services and Deliverables, such software use by the Customer will be subject to the terms of the open source licences.
- 4.2. The Supplier may suspend access to the Services or Deliverables, or portion thereof, at any time, if in the Supplier's sole reasonable discretion, the integrity or security of the Services or Deliverables is in danger of being compromised by acts of the Customer or its Users. Where possible, the Supplier shall give the Customer 24 hours written notice, before suspending access to the Services or Deliverables, giving specific details of its reasons.
- 4.3. The Customer is solely responsible for administering all Customer Users.
- 4.4. The Supplier reserves the right (acting reasonably), at any time during the Term, to limit the number of Customer User accounts accessing the Services.

5. Customer Data

- 5.1. The Customer shall retain sole ownership of all rights, title and interest in and to Customer Data and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data.
- 5.2. The Customer expressly grants, represents and warrants that it has all rights necessary to grant the Supplier, a royalty-free, non-exclusive, worldwide licence to use, develop, transmit, distribute, reproduce, display, and create derivative works of any Customer Data that is not personal data for the purposes of:
 - a) providing the Services and Deliverables to the Customer and Customer Users;
 - b) developing, maintaining, and improving the Services and Deliverables;
 - c) marketing, promoting and advertising the Services providing such promotion does not identify the Customer or the Users;
 - d) compiling Vendor usage, performance and benchmarking data for analysis and reporting (which do not identify individual Users or contain personal data); and
 - e) creating and distributing such analysis and reports.

6. Third Party Providers of Compatible Messaging Channels

- 6.1. The Customer acknowledges that it may be required to enter into agreements with, access the content of, correspond with, and purchase products and services from, third parties who provide Compatible Messaging Channels, and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third parties, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed with any third party is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's terms and conditions and privacy policy prior to using the Compatible Messaging Channel via the Services.
- 6.2. Where the Supplier is required to contract with a Compatible Messaging Channel on the Customer's behalf, this shall be expressly included in the Services set out in an Order Form. The Supplier shall not enter into any contracts with a Compatible Messaging Channel on the Customer's behalf without the Customer's consent.
- 6.3. Where the Supplier is required to agree to, or sign, the Compatible Messaging Channel's terms of use on the Customer's behalf, in order for the Services to access the Compatible Messaging Channel, the Customer and Customer Users shall be deemed to have also accepted those terms of use. Copies of such terms of use will be made available to the Customer upon request.
- 6.4. The Supplier expressly excludes any liability arising directly or indirectly from the Customer or any Users' use of a Compatible Messaging Channel in breach of such channel's terms of use. The Customer shall defend, indemnify and hold harmless the Supplier and its successors and their respective affiliates, officers, directors and employees against and from all claims, actions, demands, damages, liability and expenses (including, without limitation, court costs, fines (whether imposed by a court or a regulator) and reasonable legal fees) relating to any Users' breach of terms of use of a Compatible Messaging Channel.

7. Vendors

- 7.1. The Customer acknowledges that although the Concierge Module may suggest suitable providers to fulfil Concierge Requests, the Customer is solely responsible for ensuring the suitability and quality of any Vendors it engages.
- 7.2. The Customer is required to maintain and update Vendor information, including the services offered, points of contact, location and any other pertinent information relating to any Vendor.
- 7.3. The Supplier expressly excludes any liability arising directly or indirectly from the Customer or any Users' use of a Vendor selected by the Customer to fulfil the Concierge Requests, or any payments made to Vendors or charges to End Users.
- 7.4. The Customer is responsible for negotiating prices with Vendors, engaging or contracting with Vendors, making payments to Vendors and charging End Users (where applicable) for the fulfilment of Concierge Requests. The Services do not facilitate payments to Vendors or charges to the Customer or any End User, and the Supplier is not responsible or liable for any payments to Vendors or charges to End Users.

8. Warranties

- 8.1. Each Party warrants and represents that:

- a) it has the legal right and authority to enter into and perform its obligations under this Agreement;
- b) the execution and performance of its obligations under this Agreement does not violate or conflict with the terms of any other agreement to which it is a party and is in accordance with any applicable laws;
- c) it shall respect all applicable laws and regulations, governmental orders and court orders, which relate to this Agreement; and
- d) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

8.2. The Supplier warrants to the Customer that:

- a) the Services and Deliverables (excluding, for the avoidance of doubt, any Customer Data) do not and will not infringe any third party's Intellectual Property Rights or other legal rights.
- b) the Services will be provided in a professional manner, in accordance with Good Industry Practice and in accordance with the SLA.

8.3. Notwithstanding the provisions of Clause 8.2, the Supplier:

- a) does not warrant that the Customer's use of the Services and Deliverables will be uninterrupted or error-free; or that the Services, Deliverables, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements;
- b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from third party hosting services (whether the Customer's or Supplier's chosen hosting partner), or transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services, Deliverables and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.4. The Customer acknowledges that the complexity of the software underpinning and supporting the Services and Deliverables is such that the Supplier cannot, and does not, warrant or represent that the Services and Deliverables are free from Defects.

8.5. The Supplier shall respond to the notification of any Defect in accordance with the SLA. The Supplier shall use commercially reasonable endeavours to remedy any Defects.

8.6. The warranties in Clause 8.2 shall not apply to any non-conformance which is caused by modification or alteration of the Services or Deliverables by any Party other than the Supplier.

8.7. The foregoing warranties are in lieu of all other warranties, representations, conditions and all other terms of any kind on the part of the Supplier, either express or implied, statutory or otherwise as to any matter whatsoever arising in connection with the Services or Deliverables, including, without limitation, the condition of the Services or Deliverables or their fitness for any particular purpose, all of which are, to the fullest extent permitted by applicable law, hereby expressly excluded. No oral or written information or advice given by the Supplier shall create a warranty or representation or in any way increase the scope of the above warranties.

9. Customer Obligations

- 9.1. The Customer is responsible for ensuring that neither the Customer nor any Users shall access, store, distribute or transmit any Viruses through the Services or Deliverables.
- 9.2. The Customer shall not, and shall ensure that the Users do not, use the Services or Deliverables, or upload, process, access, collect, store, distribute, disclose, send or transmit any material through the Services or Deliverables, in a way that:
- a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - b) facilitates illegal activity;
 - c) depicts sexually explicit images;
 - d) promotes unlawful violence;
 - e) is discriminatory based on age, disability, gender (including gender reassignment), sexual orientation, race, ethnicity or religious belief;
 - f) contravenes data protection laws;
 - g) is otherwise illegal or fraudulent; or
 - h) causes or is designed to cause damage, injury or harm to any person or property;
 - i) and the Supplier reserves the right, without liability or prejudice to its other rights and remedies, to disable the Customer's and the Users' access to the Services and Deliverables or any material in the Services or Deliverables that breaches the provisions of this Clause 9.2.
- 9.3. The Customer shall not, and shall ensure that Users shall not:
- a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or Deliverables in any form or media or by any means, including without limitation by any automated or non-automated "scraping";
 - b) using any automated system, including without limitation "robots," "spiders," "offline readers," or similar functionality, access the Services or Deliverables in a manner that sends more messages to the Services or Deliverables or its servers than a human can reasonably produce in the same period of time by using a conventional online web browser;
 - c) transmit spam, chain letters, or other unsolicited email;
 - d) attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Services or Deliverables;
 - e) take any action that imposes, or may impose (such imposition to be decided by the Supplier in its sole discretion) an unreasonable or disproportionately large load on the Supplier's infrastructure;
 - f) collect or harvest any personal data, including account names, from the Services or Deliverables;
 - g) impersonate another person or otherwise misrepresent an affiliation with a person or entity for the purposes of fraud, or hide or attempt to hide their true identity;

- h) interfere in any way, whether wilfully or negligently, whether by action or omission, with the functionality or accessibility of the Services or Deliverables;
 - i) use the Services or Deliverables in any way other than its Permitted Purpose;
 - j) access any content in the Services or Deliverables through any technology or means other than those provided or authorised in the Services or Deliverables;
 - k) bypass the measures used by the Supplier use to prevent or restrict access to the Services or Deliverables, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on the use of the Services or Deliverables or its content; or
 - l) de-compile, reverse compile, disassemble, reverse engineer, extract the source code from, or otherwise reduce to human-perceivable form, all or any part or module of the Services or Deliverables, nor attempt any of the above.
- 9.4. The Customer warrants that it shall not access or use all or any part of the Services, Deliverables and/or Documentation in order to, directly or indirectly, build a product or service which competes with the Services or Deliverables.
- 9.5. Except as expressly permitted by this Agreement, the Customer shall not:
 - a) licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Deliverables and/or Documentation available to any third party except the Customer Users; or
 - b) attempt to obtain, or assist third parties in obtaining, access to the Services of Deliverables other than as provided under Clause 4.
- 9.6. The Customer shall use all reasonable endeavours to prevent any unauthorised access to the Services and Deliverables and, in the event of any such unauthorised access or use, promptly notify the Supplier. In the event of such unauthorised access, the Supplier expressly reserves the right to remove access to the Services and Deliverables for the Customer and the Customer Users.
- 9.7. The Customer shall enter into an end user licence agreement with, or provide terms of service to, the End Users, as a condition of such End Users' engagement with the Customer through the Services or Deliverables, that contains terms that are materially similar to this Clause 9.
- 9.8. The Customer shall:
 - a) provide the Supplier with:
 - i) all necessary cooperation, including the provision of access to the Compatible Messaging Channel(s) or other systems that the Services or Deliverables are required to integrate or interoperate with; and
 - ii) all necessary access to such information as may be required by the Supplier in order to provide the Services and Deliverables, including but not limited to Customer Data;
 - b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance, the Supplier may adjust any agreed timetable or delivery schedule as the Supplier, acting reasonably, deems necessary;

- d) ensure that the Customer Users use the Services and Deliverables in accordance with the terms and conditions of this Agreement and shall be responsible for any Customer User's breach of this Agreement;
- e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation performance of the Services and Deliverables;
- f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- g) to the extent permitted by law and except as otherwise expressly provided in this Agreement, be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems, and the links to any Vendor or Compatible Messaging Channel(s) with which it has contracted, to the Services or Deliverables, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- h) maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure that the access to the Services and Deliverables granted under this Agreement is limited as set out under this Agreement. In particular the Customer and Users shall treat any identification, password or username or other security device for use of the Services and Deliverables with due diligence and care and take all necessary steps to ensure that they are kept confidential, secure and are used properly and are not disclosed to unauthorised persons. Any breach of the above shall be immediately notified to the Supplier in writing;
- i) be liable for any breach of this Agreement by a User.
- j) be liable for any breach by a User of the Supplier's authorised use policy published at the Supplier's [Trust Centre](#) ("AUP").

- 9.9. The Customer acknowledges that Services and Deliverables should not be used for high risk applications where precise locations or features on maps are essential to the Customer or Users, for example use of the Services or Deliverables by the emergency services.

10. Fees, Invoicing and Payment

- 10.1. All fees payable for the Services and Deliverables are set out in the Order Form and are payable by the Customer directly to the Reseller.
- 10.2. The Reseller shall issue all invoices to the Customer for the Services and Deliverables and all invoices shall be payable subject to the terms of the Order Form and the MSA.
- a)
- 10.3.

11. Upgrades and Discontinued Modules

- 12.1 The Customer acknowledges that from time to time the Supplier may apply Upgrades to the Platform, and that such Upgrades may result in changes to the appearance and/or functionality of the Services and Deliverables. Upgrades are free of charge unless: (a) the Upgrade introduces new functionality or Modules to the Services or Deliverables; and (b) that new functionality does not serve the same purpose as legacy functionality that ceases or has ceased to be available as a result of any Upgrade;

and/or; (c) access to or use of the new functionality or Module is chargeable to other customers using the Services.

12. Intellectual Property Rights

- 12.1. The Supplier exclusively owns all rights, title and interest in and to the Services, Deliverables and the Documentation, including without limitation any Upgrades thereto and including, without limitation, all Intellectual Property Rights therein (the "**Content**"), and all Intellectual Property Rights related thereto and derivative works of the foregoing, but excluding in all cases the Customer Data. No interest or ownership in the Content or Intellectual Property Rights of the Supplier is transferred to the Customer under this Agreement.
- 12.2. The Customer agrees not to sell, licence, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible in the Services, Deliverables or in the Documentation. Use of the Content or materials in the Services for any purpose other than the Permitted Purpose is strictly prohibited.
- 12.3. The Customer assigns all rights, title and interest in any Feedback to the Supplier. If for any reason such assignment is ineffective, the Customer shall grant the Supplier a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.
- 12.4. The Customer shall defend, indemnify and hold harmless the Supplier and its successors and their respective affiliates, officers, directors and employees against and from all claims, actions, demands, damages, liability and expenses (including, without limitation, court costs, fines (whether imposed by a court or a regulator) and reasonable legal fees) relating to the Customer's breach of Clause 13.2.
- 12.5. The Customer grants the Supplier a non-exclusive, non-transferable, revocable licence to use the Customer's Intellectual Property Rights for the term of the Agreement to the extent required for the provision of the Services and Deliverables.

13. Confidentiality

- 13.1. Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement.
- 13.2. Subject to Clause 14.4, each Party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the purposes of this Agreement.
- 13.3. Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents or service users in breach of the terms of this Agreement.
- 13.4. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 14.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 13.5. Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 13.6. The Customer hereby consents to inclusion of its name and logo in the Supplier's customer lists provided the Customer's name is no more prominent than the citation of the Supplier's other

customers in the list. From time to time upon request, the Customer agrees to provide the Supplier with individual references regarding the subject matter of this Agreement to potential customers of the Supplier.

- 13.7. Promptly after receiving notice of termination of this Agreement or an Order Form (howsoever arising), or at one Party's request at any other time, each Party shall return all of the other's Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed therefrom (except Confidential Information stored in accordance with automated backup procedures in the ordinary course of business). Such destruction shall be confirmed in writing to the Party requesting deletion provided, however, that any information stored in electronic form, including but not limited to, information stored in backup media or other electronic data storage systems, latent data and metadata shall not be required to be destroyed but shall remain subject to the confidentiality obligations hereunder indefinitely.

14. USE OF AI MODELS

- 14.1. The Supplier provides an additional feature ("**ALLIN**") using third party artificial intelligence technology provided by OpenAI LLC ("**OpenAI**"). Customer acknowledges and agrees that the use of ALLIN, is governed by the OpenAI Terms of Service (available [here](#)) ("**OpenAI Terms**") The text or content provided via ALLIN ("**Output**") is based on metadata, provided by Customer and the Supplier and processed on and through ALLIN ("**Input**"). The Input and Output together are referred to hereafter as ("**Content**"). The Customer is solely responsible for ensuring that the Input it provides through ALLIN complies with applicable laws, and the terms of the AUP.
- 14.2. The Customer acknowledges that the Supplier has no control over the use of the Input and any use of Input is at Customer's own risk. The Supplier does not represent, undertake or warrant to any security or control of, or to, the Input. As between the Parties and to the extent permitted by the OpenAI Terms and applicable law: (i) the Customer owns the Input it provides through ALLIN and is hereby granted rights, title and interests in and to Output; and (ii) the Supplier owns or has the legal right to use the Input it provides through ALLIN. The Content may be used for any lawful purpose, including commercial purposes and publication, at Customer's own risk. Due to the nature of machine learning, Output may not be unique across users and ALLIN may generate the same or similar output for Users.
- 14.3. ALLIN does not train, fine-tune, or directly modify the underlying AI models provided by OpenAI. Instead, the Supplier employs proprietary methods, including prompt engineering and customized workflows, to interact with OpenAI's pretrained AI models. This integration enables ALLIN to deliver tailored and innovative functionality to the Customer. The Supplier's proprietary system governs the Input preparation, interaction with OpenAI, and the generation of Outputs, collectively forming the ALLIN experience. While the underlying AI models remain the property of OpenAI, ALLIN's unique value is in its proprietary design, implementation, and application of these interactions.
- 14.4. The Customer hereby represents and warrants that it will not, nor will it authorise anyone on its behalf, including a User, to: (a) mislead anyone that the Content generated by ALLIN is human-generated; (b) use ALLIN to generate content that is prohibited under the terms of the AUP; (c) use ALLIN for activities which have high risk of economic harm, for adult content, adult industries, and dating apps; offering tailored financial advice without a qualified person reviewing the information; to provide health advice, political campaigning or lobbying; (d) use ALLIN in a way that infringes, misappropriates or violates any third party rights; (e) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of ALLIN (except to the extent such restrictions are contrary to applicable law); (f) use ALLIN to develop foundation models or other large scale models that compete with the Supplier; and (g) use any method to extract data from ALLIN, including web scraping, web harvesting, or web data extraction methods.

- 14.5. The Supplier and any third-party provider of any AI tool used to provide the Services, make no representations or warranties of any kind, express or implied, in relation to any Output, including without limitation, the accuracy, availability, suitability, reliability, or content of the Output. The Supplier shall have no liability or responsibility resulting from the Customer, or a User's use of the Output or any errors or omissions contained in the Output. The Customer and Customer Users, must check and evaluate the accuracy of any Output before using it and must not rely on the Supplier to do this. The Customer acknowledges and agrees that the Supplier has no control over any use of the Output by the Customer or Users. Any use of Output is at the Customer's own risk. Prior to publication of any Output, it is recommended the Customer adds a disclosure that the Output was generated by AI tools.

15. IPR Indemnity

- 15.1. The Supplier shall defend, indemnify and hold harmless the Customer and its successors and their respective affiliates, officers, directors and employees against and from all direct claims, actions, demands, damages, liability and expenses including court costs, fines (whether imposed by a court or a regulator) and reasonable legal fees (together, "Claims") made by a third party claiming that the possession, supply or use of all or part of the Services or Deliverables infringes the Intellectual Property Rights of that third party.
- 15.2. The indemnification in Clause 16.1 is subject to:
- a) the Supplier being given prompt notice of any such Claim;
 - b) the Customer providing reasonable co-operation to the Supplier in the defence and settlement of such Claim, at the Supplier's expense; and
 - c) the Supplier being given sole authority to defend or settle the Claim.
- 15.3. In the defence or settlement of any Claim, the Supplier may procure the right for the Customer to continue using the Services or Deliverables, replace or modify the Services or Deliverables so that they become non-infringing or, if such remedies are not reasonably available, the Supplier may terminate this Agreement on ten (10) days notice to the Customer without any additional liability or obligation to pay other additional costs to the Customer.
- 15.4. In no event shall the Supplier or Supplier Staff be liable to the Customer for any Claim based on:
- a) a modification of the Services or Deliverables by anyone other than the Supplier; or
 - b) use of the Services or Deliverables in a manner contrary to the Permitted Purpose, the Documentation, or any other instructions given to the Customer by the Supplier; or
 - c) use of the Services or Deliverables after notice of the alleged or actual infringement from the Supplier, a third party or any appropriate authority.
- 15.5. The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier Staff's) entire obligations and liability, for any Claim under Clause 16.1.

16. Limitation Of Liability

- 16.1. Except as expressly and specifically provided in this Agreement:
- a) the Customer assumes sole responsibility for results obtained from the use of the Services, Deliverables and the Documentation by the Customer and Customer Users, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by

the Customer in connection with the Services or Deliverables, or any actions taken by the Supplier at the Customer direction; and

- b) the Services, Deliverables and the Documentation are provided to the Customer on an “as is” basis and the Customer assumes sole responsibility for results obtained from the use of the Services, Deliverables and the Documentation by the Customer and Customer Users, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services or Deliverables, or any actions taken by the Supplier at the Customer direction.
- 16.2. Nothing in this Agreement limits either Party’s liability for death or personal injury caused by its negligence (including its employees’, agents’ or subcontractors’ negligence) or for fraud or fraudulent misrepresentation, wilful default or any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 16.3. Subject to Clause 17.2:
- a) excluding an indemnity, neither Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of revenue, profits, loss of business, depletion of goodwill, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
 - b) including any indemnity, each Party’s total aggregate liability to the other in contract (including all indemnities), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the provision or use of the Services or Deliverables shall be limited to the amount paid or payable to the Reseller by the Customer under each applicable Order Form or SOW to which any claim(s) relates, in the 12 months prior to any claim arising.
- 16.4. The Customer agrees that the limitations and exclusions of liability in this Agreement are reasonable.
- 16.5. The Customer shall be liable for any breaches of this Agreement caused by the acts, omissions or negligence of any Users as if such acts, omissions or negligence had been committed by the Customer itself.

17. Insurance

- 17.1. For the Term of this Agreement and for a period of 12 months thereafter, each Party shall maintain in force, with a reputable insurance company, professional indemnity insurance, public liability insurance and any other insurance necessary to cover its liabilities that may arise under or in connection with this Agreement and shall, at the request, of the other Party produce both the insurance certificate giving details of cover and the receipt for the current year’s premium in respect of each insurance. This clause shall survive termination of the Agreement.

18. Data Protection

- 18.1. Each Party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements.
- 18.2. To the extent that personal data is processed when the Customer or Customer Users use the Services or Deliverables, the parties acknowledge that the Supplier is a data processor and the Customer is a data controller and the Parties shall comply with their respective obligations under applicable data protection law and the terms of the DPA.

- 18.3. Where the Supplier collects and processes personal data as a data controller, when providing the Services and Deliverables to the Customer or Users, such collection and processing shall be in accordance with the Privacy Policy of the Supplier published at: [insert URL](#).
- 18.4. Each Party shall defend, indemnify and hold harmless the other Party and its successors and their respective affiliates, officers, directors and employees against and from all direct claims, actions, demands, damages, liability and expenses including court costs, fines (whether imposed by a court or a regulator) and reasonable legal fees (together, “**Claims**”) relating to the indemnifying Party’s breaches of data protection laws or its obligations under the DPA.

19. Termination

- 19.1. Without affecting any other right or remedy available to it, the Supplier may terminate provision of the Services and Deliverables to the Customer, in whole or in part, with immediate effect by giving written notice to the Customer if:
- a) the Customer fails to pay the Reseller any amount due under an Order Form or SOW on the due date for payment and such amount remains in default thirty (30) calendar days after being notified in writing by the Reseller to make such payment;
 - b) the Customer commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) calendar days after being notified in writing to do so;
 - c) the Customer repeatedly breaches any of the terms of this Agreement (irrespective of whether such breaches collectively constitute a material breach) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
 - d) the Customer becomes Insolvent; or
 - e) if there is a change of Control of the Customer to a competitor or the Supplier; or
 - f) a Force Majeure event lasts more than 30 days.
- 19.2. If the Customer terminates the Agreement, an Order Form or SOW for any reason other than the Supplier’s material breach or termination pursuant to clause 16.3, no fees already paid by the Customer to the Reseller for Services and Deliverables shall be refunded.
- 19.3. Termination of any individual Order Form or SOW, shall not affect the term of this Agreement or any other Order Forms or SOWs which shall continue unaffected until all Order Forms or SOWs are terminated or expire.
- 19.4. Upon termination of the Agreement, all existing Order Forms and SOWs shall also be terminated.
- 19.5. On termination of this Agreement, an Order Form or SOW for any reason:
- a) all licences granted under this Agreement and any applicable Order Form or SOW shall immediately terminate and the Customer and Customer Users shall immediately cease all use of the Services, Deliverables and/or the Documentation;
 - b) each Party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other Party;
 - c) No later than thirty (30) calendar days after the effective date of the termination of this Agreement or any Order Form or SOW, the Customer may make a written request to the Supplier to either: (i) destroy or otherwise dispose of any of the Customer Data in its

possession; or (ii) deliver the most recent back-up of Customer Data to the Customer, . The Supplier shall use reasonable commercial endeavours to deliver the back-up in its native format to the Customer within thirty (30) calendar days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

d)

- 19.6. Termination of this Agreement, an Order Form or a SOW for any reason shall not affect the accrued rights of the Parties arising under this Agreement, Order Form or SOW and in particular without limitation the right to recover damages against the other. All Clauses which by their nature should survive termination shall survive the expiry or termination of this Agreement, Order Form or SOW and shall remain in force and effect.

20. Force Majeure

- 20.1. Neither Party will be in breach of this Agreement or otherwise liable to the other Party for any failure to perform or delay in performing its obligations hereunder to the extent that such failure or delay arises out of a Force Majeure Event.
- 20.2. If a Force Majeure Event occurs, the Party affected will:
- a) as soon as reasonably practicable after becoming aware of the Force Majeure Event give the other Party written notice of the occurrence, anticipated duration and impact of the Force Majeure Event;
 - b) use commercially reasonable endeavours to mitigate the effects of the Force Majeure Event, and continue to perform where reasonably possible the affected obligations notwithstanding the occurrence of the Force Majeure Event; and
 - c) continue to perform all of its obligations under the Agreement the performance of which are not affected by the Force Majeure Event.

21.

22. Conflict

- 22.1. If there is any inconsistency or conflict between any of the provisions of this Agreement the provisions of an Order Form or the MSA, the documents and their provisions shall prevail in the following order: (i) The Order Form; (ii) the SOW in relation to the Deliverables provided therein; (iii) these Terms and Conditions, (iv) the SLA; (v) the DPA; (vi) the Privacy Policy, then the terms of the MSA.

23. Variation

- 23.1. Amendments to this Agreement must be made in writing and signed by the Parties (or their authorised representative). Notwithstanding the aforesaid, the Supplier may change or modify the terms of this Agreement in order to comply with a change in applicable law, upon giving the Customer 30 days notice via email. All changes shall be deemed to have been accepted by the Customer unless the Customer ceases using the Services or Deliverables prior to the expiry of the 30 day period.

24. Waiver

- 24.1. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

25. Rights And Remedies

- 25.1. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

26. Severance

- 26.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 26.2. If any provision or part-provision of this Agreement is deemed deleted under Clause 28.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. Entire Agreement

- 27.1. This Agreement together with each Order Form, SOW and the MSA constitutes the entire agreement between the Parties in relation to the provision and use of the Services and Deliverables and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 27.2. Each Party acknowledges that in agreeing to the terms of this Agreement by signing an Order Form or SOW it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) not expressly included in this Agreement.
- 27.3. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 27.4. Nothing in this Clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

28. Assignment

- 28.1. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 28.2. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

29. No Partnership Or Agency

- 29.1. Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to,

the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

30. Third Party Rights

- 30.1. This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

31. Notices

- 31.1. Any notice required to be given under this Agreement shall be in writing and may be sent by electronic means (email), delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other Party at its address set out in this Agreement, or such other address as may have been notified by that Party for such purposes.
- 31.2. A notice sent by email shall be deemed to have been received the next Business Day after sending. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Business Hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by courier shall be deemed to have been received at the time at which it is delivered and signed for by the recipient.

32. Dispute Resolution

- 32.1. The Parties shall attempt to resolve any dispute or issue relating to any claims made relating to a breach of the SLA or disputes over payments due or owing under the Agreement through negotiations conducted in good faith between the day to day contacts of the Parties usually used for dealing with technical issues and/or payment issues, as applicable. If any such dispute is not resolved within 14 days of it first being referred to the other Party in writing, either Party may refer the dispute to the chief technical officer or chief financial officer (as appropriate) of the other Party who will use their reasonable endeavours to resolve the dispute within 14 days of receiving a written request from the other Party. The Parties may by agreement in writing vary the time periods in relation to any discussions to be undertaken pursuant to this clause 34.1.
- 32.2. If the disputes referred to in clause cannot be resolved in accordance with clause or if any completion dates in an agreed written plan of corrective action are exceeded, either Party must refer the matter for resolution by alternative dispute resolution, to the Centre for Effective Dispute Resolution in London, ("CEDR") before pursuing any legal remedy.

33. Governing Law And Jurisdiction

- 33.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The Customer hereby waives any right that it may have under the laws of the jurisdiction of its residence or any other jurisdiction. Subject to clause 34, the courts of England and Wales shall have exclusive jurisdiction for the settlement of all disputes arising under this Agreement.