

Terms Of Service

Terms and Conditions of Supply of Software-as-a-Service

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING YOUR ORDER FOR SOFTWARE-AS-A-SERVICE. THESE TERMS AND CONDITIONS, AND YOUR ONLINE ORDER, FORM A LEGAL AGREEMENT SETTING OUT OUR OBLIGATIONS TOWARDS EACH OTHER. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE OUR SERVICE. PLEASE PRINT OUT AND SAVE THESE TERMS AND CONDITIONS FOR FUTURE REFERENCE.

PLEASE DRAW YOUR ATTENTION IN PARTICULAR TO CLAUSE 11 (LIMITATION OF LIABILITY) AND CLAUSE 8 (AI FEATURES).

THESE TERMS AND CONDITIONS WERE LAST UPDATED ON 26 AUGUST 2026 AND SUPERSEDE ALL PREVIOUS VERSIONS.

1. About Us

1.1 Kreo Software Ltd (“Kreo”, “Us”, “Our”) (company number 10970263) is a company registered in England and Wales and its registered office is at 71 - 75 Shelton Street, Covent Garden, London WC2H 9JQ, England. Its VAT number is 283009708. We operate through our website www.kreo.net (the “Site”).

1.2 Please get in touch at info@kreo.net or telephone us at +44 2080449570.

2. The Contract

2.1 These Terms apply to your order and Kreo’s supply of the Services defined below. They apply to the exclusion of any other terms and conditions that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Contract is the entire agreement between you (the name registered when you signed up), the Customer and Kreo in relation to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty that is not set out in the Contract.

2.3 The Contract is made available only in the English language.

2.4 You can utilise Kreo’s services by registering on our website and signing up online. Subscription plans are priced on a per user basis and are billed on the Billing Period selected in your Order — Annually, Quarterly, or Monthly. Unless another Billing Period is expressly selected or agreed in writing, Annual billing applies by default. Some or all Price Plans may also be subject to a Credits allowance, as described in Clause 7 (Charges, Payment and Credits). Please check the Order carefully, including the Price Plan, Billing Period and any applicable Credits allowance, before confirming.

2.5 The Contract is formed and becomes binding on the earlier of (1) you clicking to subscribe or (2) Kreo sending a confirmation of Order where specific terms are agreed.

2.6 The Contract shall not prevent Kreo from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products, AI Features and/or services which are similar to those provided under the Contract.

3. Interpretation

3.1 The definitions and rules of interpretation in this Clause apply in the Contract.

AI Features means any features of the Software that use machine learning, generative artificial intelligence (including large language models (LLMs)), or other automated data-processing technology to produce an Output, including automated 2D/3D takeoff recognition, quantity extraction, cost or price prediction, and similar functionality, as further described in Clause 8.

Authorised Users means those members of the Project Team who are authorised by the Customer to use the Services and the Documentation.

Billing Period means the frequency at which Fees are invoiced and the Term renews, being Monthly, Quarterly, or Annually, as selected in the Order.

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

Confidential Information means information relating to the disclosing party's software, technology, operations, processes, products, know-how, designs, business affairs, finances, customers, suppliers or commercial plans and any other information that a reasonable business person would regard as confidential or which is identified as such by the disclosing party, excluding: (a) information that is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the receiving party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party, which independent development can be shown by written evidence; (e) in the case of the Customer Data, is anonymised and/or aggregated with data obtained from other customers such that it is not identifiable as belonging to the Customer.

Contract means these Terms and the Order accepted in writing by Kreo.

Credits means the usage allowance (measured daily, monthly, quarterly, or annually, as specified in the applicable Price Plan) that limits the volume of Services, including AI Features, that may be consumed under a Price Plan, as further described in Clause 6.

Customer Data means the 2D drawings, BIM 3D models, costs, price, and other construction project-related data, and the contents of any Authorised Users' communications on the Software chat channel, inputted to the Software by the Customer, Authorised Users, or Kreo on the Customer's behalf, for the purpose of using the Services or facilitating the Customer's use of the Services, and any data derived solely from those data.

Customer IPR means any IPR in any Customer Data.

Documentation means the documents made available from time to time to the Customer by Kreo online via the Site, which sets out a description of the Software and Services, and the user instructions for the Services.

Effective Date means the date when Kreo accepts the Customer's Order.

Fees means the fees payable by the Customer to Kreo for the Services, in accordance with the Price Plan and the selected Billing Period.

Initial Term means the period corresponding to the selected Billing Period (one month, three months, or twelve months, as applicable) starting on the Effective Date.

IPR means rights title and interest in: (a) patents, trademarks, service marks, trade names, goodwill, registered designs, design rights, semiconductor topography rights, database rights, copyrights and other forms of intellectual or industrial property (in each case in any part of the world, whether or not registered or registrable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration or otherwise); (b) inventions, formulae, confidential information (including know-how or secret processes); (c) rights in computer software, models, and algorithms; and (d) any similar or equivalent rights in assets which may now or in the future subsist anywhere in the world.

Kreo IPR means the IPR in and relating to the Software, AI Features, Documentation, Site, data and any other materials or matters provided by Kreo except the Customer Data.

Normal Business Hours means 8.00 am to 6.00 pm local UK time, each Business Day.

Order means the Customer's order for Services where you have (I) signed up for our Services on our Site, including your selected Price Plan and Billing Period, or (II) agreed a specific order in writing with us.

OSS Licences means the licences relating to any open-source software which forms part of the Software.

Output means any result, content, quantity take-off, cost estimate, prediction, or other material generated by or through an AI Feature, whether based on Customer Data or otherwise.

Price Plan means the option identified in the Order from the available price plans set out on the Site, or as otherwise agreed in writing between the Customer and Kreo, including any associated Credits allowance.

Project Team means the staff of the Customer and its co-suppliers engaged on construction projects overseen by the Customer.

Renewal Period means each successive period, equal in length to the Initial Term and corresponding to the selected Billing Period, described in Clause 13.1.

Site means Kreo's website at the URL www.kreo.net or such other URL as Kreo may, from time to time, notify the Customer of.

Software means the relevant online software application (including any AI Features made available within it) you have signed up for as per your Order.

Services means the subscription services to the Software, AI Features and Documentation provided by Kreo to the Customer under the Contract via the Site, and the support services to enable the Customer to use such a subscription.

Term means the Initial Term, together with any Renewal Periods.

Terms means these Terms and Conditions of Supply of Software-as-a-Service.

Third Party IPR means any IPR owned by a third party which is required for the use of the Services.

User Subscriptions means the individual user subscriptions purchased by the Customer pursuant to the Order which entitle Authorised Users to access and use the Services.

Virus means any thing or device (including any software, code, file or program) which is intended to prevent, impair or otherwise adversely affect the operation of, or access to, any data, computer software, hardware or network, or telecommunications service, equipment or network.

Security Incident means any unauthorized access to, or accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of Customer Data processed by Kreo.

Sub-processor means any third-party service provider engaged by Kreo who has access to or processes Customer Data, including any provider of underlying AI or machine learning infrastructure used to deliver the AI Features.

3.2 Clause, schedule and paragraph headings shall not affect the interpretation of the Contract.

3.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

3.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the Effective Date, including, where applicable, the UK General Data Protection Regulation as amended by the Data (Use and Access) Act 2025.

3.5 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Contract under that statute or statutory provision.

3.6 References to Clauses are to the clauses of these Terms.

3.7 In construing these Terms, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

4. Use of the Services

4.1 Subject to the restrictions set out in this Clause 4 and the other terms and conditions of the Contract, Kreo hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit Authorised Users, to the maximum number of User Subscriptions, to use the Services during the Term solely for the Customer’s and its co-suppliers’ internal business operation of construction projects.

4.2 You may, from time to time during the Term, add additional User Subscriptions in your registered account or by contacting Kreo directly. Once confirmed by Kreo, we shall grant access to the Services to such additional Authorised Users in accordance with the Contract. The Fees will be the fees applicable to the Price Plan and Billing Period then in effect, and such Fees may be revised as displayed on our website / your account, on the date you request additional User Subscriptions.

4.3 You undertake that you shall:

- (a) authorise and issue passwords only to members of the Project Team as Authorised Users and not to exceed the number of User Subscriptions;

(b) not permit any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;

(c) ensure that each Authorised User shall keep a strong and secure password for its use of the Services, utilise multi-factor authentication where available, and ensure that each Authorised User shall keep their password confidential and change it immediately upon any suspected unauthorized access or compromise.

4.4 You permit Kreo from time to time, upon reasonable prior notice, to audit your use of Services in order to establish the name and password of each Authorised User, and Kreo shall use reasonable endeavour to not interfere substantially with your normal conduct of business. If any such audits reveal that any password has been provided to any individual who is not an Authorised User, then you shall promptly disable such password and Kreo shall not be obliged to issue any new passwords to any such individual. If any such audit reveals that you have underpaid Fees or exceeded your Credits allowance, then you shall pay to Kreo an amount equal to such underpayment or excess usage promptly on Kreo's demand.

4.5 You shall not permit or issue access or a password to the Services to any person except an Authorised User, and shall ensure that all and any Authorised Users shall comply with the Contract.

4.6 You shall ensure that all and any Authorised Users shall not, in using the Services (including any AI Features), access, store, distribute or transmit any Viruses, or any material 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 race, gender, colour, religious belief, sexual orientation, disability; or (f) causes damage or injury to any person or property; and Kreo reserves the right to disable your access to any material that breaches the provisions of this Clause.

4.7 Kreo reserves the right, without liability or prejudice to its other rights, to disable your access to and suspend the Customer's use of the Services and/or Documentation if, in Kreo's opinion, you, or any Authorised User uses the Services and/or Documentation in a disruptive manner, including any attempt to circumvent Credits limits or the automated nature of the AI Features.

4.8 You shall not, except as may be allowed by any applicable law or, where relevant, an OSS Licence which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under the Contract:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the functionality of the Software, AI Features and/or Documentation (as applicable) in any form or media or by any means; or

(b) attempt to reverse compile, disassemble, reverse engineer, extract training data or model weights from, or otherwise reduce to human-perceivable form all or any part of the functionality of the Software or AI Features; or

(c) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation, including training a competing AI model; or

(d) use the Services and/or Documentation to provide services to third parties; or

(e) subject to Clause 23, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or

(f) attempt to obtain, or assist third parties in obtaining access to the Services, other than as provided under this Clause 4.

4.9 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Kreo.

4.10 The rights provided under this Clause 4 are granted to you only, and shall not be considered granted to any subsidiary or holding company or other affiliate of the Customer.

4.11 You shall:

(a) provide Kreo with (I) all necessary cooperation in relation to the Contract; and (II) all necessary access to such information as may be required by Kreo, in order for Kreo to provide the Services, including Customer Data, security access information and configuration services;

(b) comply with all applicable laws and regulations with respect to its activities under the Contract;

(c) carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, Kreo may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of the Contract and shall be responsible for any Authorised User's breach of the Contract;

(e) comply with, and ensure that any Authorised Users comply with, all the terms and conditions of the OSS Licences and shall be responsible for any Authorised User's breach of the OSS Licences;

(f) obtain and shall maintain all licences, consents, and permissions necessary for Kreo, its contractors and agents to perform the Services and their obligations under the Contract;

(g) ensure that its network and systems comply with the relevant specifications provided by Kreo from time to time; and

(h) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Kreo's data centres, and for 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.

5. The Services

5.1 Kreo shall, during the Term, provide you with the Services on and subject to the terms of the Contract. The Services will not include making any customer-specific modifications to the Services and any such modifications shall be the subject of a separate written agreement between Kreo and the Customer.

5.2 Kreo shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for: (a) planned maintenance carried out during a maintenance window determined by Kreo to have as little business impact as possible; and (b) emergency maintenance performed at any time, provided that Kreo has used reasonable endeavours to give you at least four (4) Normal Business Hours' notice in advance.

5.3 Kreo undertakes that the Services will be supplied substantially in accordance with any website descriptions and with reasonable skill and care.

5.4 Security Program: Kreo shall maintain a formal information security program consisting of administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data, consistent with industry standards such as SOC 2.

5.5 Availability Target: Kreo targets a Service availability of 99.8% during each calendar month, excluding scheduled maintenance notified under Clause 5.2. Upon written request, Kreo shall provide a summary report of its uptime performance.

5.6 The undertaking at Clause 5.3 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Kreo's instructions, or modification or alteration of the Services by any party other than Kreo or Kreo's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Kreo will, at its expense, use reasonable commercial endeavours to correct any such non-conformance within a reasonable time, or provide you with an alternative means of accomplishing the desired functionality. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Clause 5.3. Notwithstanding the foregoing, Kreo: (a) does not warrant that your use of the Services will be uninterrupted or error-free, or that the Services, and/or the information (including any Output) obtained by you through the Services will meet your requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.7 Kreo warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

6. Charges, Payment and Credits

6.1 You shall pay the Fees to Kreo for the Services in accordance with this Clause 6.

6.2 You shall pay the Subscription Fees for the Services as described in the applicable Order, in accordance with your selected Billing Period (Annual, Quarterly, or Monthly). Fees are invoiced in advance of the relevant Billing Period unless otherwise agreed in writing.

6.3 You must provide complete, current and accurate billing information (Billing Information) for your Order. You must promptly update all Billing Information to keep your Order current, in the absence of

which we may: (a) disable your account and access to all or part of the Services until the Fees are paid and/or terminate this Agreement under Clause 12; (b) charge interest which shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Kreo's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.4 All amounts and Fees stated or referred to in the Contract: (a) shall be payable in pounds sterling; (b) are, subject to Clause 12.4(b), non-cancellable and non-refundable; (c) are exclusive of Value Added Tax unless stated otherwise, which shall be added to your invoice at the appropriate rate; (d) are subject to a cooling-off period of 7 days starting from the latest invoice date for initial purchases. This will allow customers to be entitled to a refund that will cover their latest payment fee only if the refund has been requested to the Kreo team within the 7 days cooling-off period. For automated renewals under Clause 12, the 7-day cooling-off period does not apply, regardless of the payment method.

6.5 If, at any time while using the Services, your account exceeds the amount of disk storage space specified in the Documentation, Kreo shall contact you in order to upgrade your account and agree a new Fee.

6.6 Kreo shall be entitled to increase the Fees, and/or vary any Credits allocation under Clause 6.9, at the start of each Renewal Period upon 30 days' prior notice to you by email or through your account on our Site.

6.7 Credits. Certain Price Plans are subject to a Credits allowance, which limits the volume of Services, including any AI Features, that may be consumed within a given period specified in the applicable Price Plan (which may be daily, monthly, quarterly, or annual). Credits limits apply regardless of, and are independent from, the Billing Period selected for your Order.

6.8 Unless otherwise expressly stated in the Order, unused Credits do not carry over or accumulate between periods, have no cash value, and are not refundable or exchangeable on termination or downgrade of your Price Plan.

6.9 Kreo may, in its sole discretion, from time to time and including during an active Term: (a) vary the number of Credits allocated to any Price Plan; (b) vary the rate at which use of the Services, including AI Features, consumes Credits; or (c) introduce new Credits-limited features or replace existing unlimited features with Credits-limited equivalents. Kreo will give the Customer at least 30 days' notice of any such change via the Site or by email, save that no advance notice is required for changes that increase the Credits available to the Customer at no additional cost.

6.10 Where the Customer's use exceeds its Credits allowance for the applicable period, Kreo may, at its option: (a) suspend or throttle the Customer's access to the affected feature until the start of the next period; (b) require the Customer to purchase additional Credits; or (c) require the Customer to upgrade to a Price Plan with a higher Credits allowance, in each case before further use of the affected feature is permitted.

7. Proprietary Rights

7.1 The Contract does not assign any IPR by either party to the other party. As between the parties, all right, title and interest in and to any Output (excluding any Customer IPR embedded within it) shall vest in

Kreo, and Kreo grants the Customer a non-exclusive, non-transferable licence to use each Output for the Customer's internal business purposes during the Term, subject to Clause 8.

7.2 You license Kreo use of the Customer IPR and Customer Data: (a) to provide the Services (including the AI Features) during the Term; and (b) during and after the Term, to collect, extract, re-utilise and convert it into de-identified form (that is, so that you and your specific construction projects are not identified in the Customer Data) and to analyse the Customer Data (as well as, subject to compliance with data protection law, the Customer's use of the Services and other technology) to create analyses, derived data, and database(s) of construction project and cost information, to train, test, develop and improve Kreo's software, models and AI Features, and of use of the Services which Kreo may at any time, whether during or after the Term, provide to its customers to inform them of market trends, or use to enhance and develop its services.

8. AI Features

8.1 The Services include AI Features which use machine learning, generative artificial intelligence and other automated data-processing technology — including technology licensed from third-party AI and model providers — to assist with tasks such as automated 2D/3D takeoff recognition, quantity extraction, and cost or price estimation.

8.2 The AI Features are provided as a productivity aid to assist, and not to replace, the professional judgment of the Customer and its Authorised Users. Any Output is generated using probabilistic models and may be incomplete, inaccurate, or unsuitable for a particular project. The Customer is solely responsible for independently reviewing, verifying and validating every Output, by a suitably qualified individual, before relying on it for bidding, pricing, procurement, safety, or construction decisions.

8.3 Except as expressly stated in this Clause 8, Kreo gives no warranty, express or implied, as to the accuracy, completeness, reliability, or fitness for a particular purpose of any Output, and Clause 11 (Limitation of Liability) applies in full to any Customer Indemnified Claim or loss of any kind arising out of or in connection with reliance on an Output.

8.4 Kreo may use Customer Data strictly in accordance with, and subject to the limitations set out in, Clause 7.2 to train, test, and improve the AI Features and Kreo's underlying models. Kreo shall not use identifiable Customer Data to train models for the specific benefit of any other identifiable customer, and any such use will only occur in de-identified and/or aggregated form.

8.5 You shall not, and shall ensure that no Authorised User will, use the AI Features to process any personal data or other data that Kreo is not permitted to process under applicable law or the Contract, or in any manner that would result in unlawful automated decision-making affecting an individual.

8.6 Where any AI Feature is provided or supported using a third-party Sub-processor (for example, a provider of large language model or machine-learning inference infrastructure), Clause 15 (Sub-processors) shall apply to that Sub-processor.

8.7 Kreo may modify, retrain, update, deprecate, or replace any AI Feature at any time, including to improve accuracy, comply with law, or manage capacity, provided that this shall not materially reduce the overall functionality of the Services taken as a whole during the then-current Term without at least 30 days' prior notice.

9. Confidentiality

9.1 Each party may be given access to Confidential Information of the other party in order to perform its obligations or exercise its rights under the Contract.

9.2 Each receiving party shall: (a) hold the disclosing party's Confidential Information in confidence, not make it available to any third party, and take all reasonable steps to ensure that it is not disclosed or distributed by its employees or agents in violation of the terms of the Contract; (b) not use the other's Confidential Information for any purpose other than the implementation of the Contract.

9.3 The obligations in Clause 9.2 shall not apply to the extent the information is required to be disclosed by the receiving party by law, by any court of competent jurisdiction or by any regulatory or administrative body.

9.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

9.5 No party shall make, or permit any person to make any public announcement concerning the Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction, save that Kreo may mention the customer as a use case or user of its services on the Site.

9.6 The above provisions of this Clause 9 shall survive termination of the Contract, however arising.

9.7 Technical Measures: Each party shall implement appropriate technical and organizational measures to protect Confidential Information, including the use of encryption for Customer Data at rest and in transit.

10. Indemnity

10.1 You shall defend, hold harmless, indemnify and keep indemnified Kreo against any claims, actions, proceedings, losses, damages, expenses and costs (including reasonable legal fees) (Customer Indemnified Claim) arising out of: (a) your breach of the Contract or the terms and conditions of the OSS Licences; (b) your use of the Services, including any reliance on an Output (save where such claims, actions, proceedings, losses, damages, expenses and costs are due to Kreo's fault); and (c) Kreo's use of the Customer IPR and Customer Data as permitted by the Contract.

10.2 Upon Kreo becoming aware of a Customer Indemnified Claim by a third party, we will give you prompt notice of the claim, provide reasonable cooperation to you in the defence and settlement of such claim at your expense, make no admission in relation to the claim, and give you sole authority to defend or settle the claim.

10.3 Kreo shall defend, hold harmless, indemnify and keep indemnified the Customer against any claims, actions, proceedings, losses, damages, expenses and costs (including reasonable legal fees) (Kreo Indemnified Claim) that the Software, AI Features or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright or right of confidentiality.

10.4 Upon becoming aware of a Kreo Indemnified Claim by a third party, you will give Kreo prompt notice of the claim, provide reasonable co-operation to Kreo in the defence and settlement of such claim at

Kreo's expense, make no admission in relation to the claim, and give Kreo sole authority to defend or settle the claim.

10.5 In the defence or settlement of any Kreo Indemnified Claim, Kreo may procure the right for you to continue using the Services, replace or modify the Software, AI Features or Documentation so that they become non-infringing or, if such remedies are not in Kreo's opinion reasonably commercially available, terminate the Contract on two (2) Business Days' notice to you without any additional liability or obligation to pay damages or other additional costs to you.

10.6 In no event shall Kreo, its employees, agents and subcontractors be liable to you, to the extent that any Kreo Indemnified Claim is based on: (a) a modification of the Software, AI Features or Documentation by anyone other than Kreo; or (b) your use of the Software, AI Features or Documentation in a manner contrary to the instructions given to you by Kreo; or (c) your use of the Software, AI Features or Documentation after notice of the alleged or actual infringement from Kreo or any appropriate authority.

10.7 The foregoing and Clause 12.4(b) state the Customer's sole and exclusive rights and remedies, and Kreo's (including Kreo's employees', agents' and subcontractors') entire obligations and liability for infringement of any patent, copyright, trademark, database right or right of confidentiality.

11. Limitation of Liability

11.1 Notwithstanding any other provision of any agreement between Kreo and the Customer, save as set out in this Clause 11, and except in cases of gross negligence, willful misconduct, or a material breach of Kreo's security obligations (including Security Incident notification), Kreo shall not be liable to you (whether for tort (including negligence), breach of statutory duty, breach of contract, misrepresentation, restitution or otherwise or under any indemnity or otherwise) for: (a) any liability arising under or in connection with the Contract; and for (b) any liability arising in connection with any use made by the Customer of the Services (including any AI Feature or Output) or any part of them or in respect of any unavailability of or inability to use the Services.

11.2 Except as expressly and specifically provided in the Contract: (a) you assume sole responsibility for results, including any Output, obtained from your use of the Services and the Documentation. Kreo shall have no liability for any damage caused by errors or omissions in any Customer Data or other information, instructions or scripts provided to Kreo or by the Customer in connection with the Services, or any actions taken by Kreo at your direction; (b) you acknowledge that the Services may not be continuously available and that you will make arrangements to manage its exposure to the data intended to be provided by the Services being unavailable for any period of time; (c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and (d) the Services, including all AI Features and Outputs, are provided to you on an "as is" basis.

11.3 Nothing in the Contract excludes the liability of Kreo: (a) for death or personal injury caused by Kreo's negligence; or (b) for fraud or fraudulent misrepresentation.

11.4 Subject to Clause 12.2 and Clause 12.3: (a) Kreo shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any: (I) loss of profits; (II) loss of business; (III) depletion of goodwill; (IV) loss of contract; (V) loss or corruption of

data or information; in such case, whether or not direct; or (VI) special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract even if advised of its possibility; and (b) Kreo's total aggregate liability in contract (whether for tort (including negligence), breach of statutory duty, breach of contract, misrepresentation, restitution or otherwise or under any indemnity) or tort (including negligence or breach of statutory duty), arising in connection with the performance or contemplated performance of the Contract shall be limited to the higher of: (I) £10,000 (ten thousand pounds sterling); and (II) the total subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

11.5 Without prejudice to any rights which the Customer may have in connection with the Contract, the Customer hereby indemnifies Kreo, and shall keep Kreo indemnified, against all and any claims by any affiliate, customer, co-supplier or supplier of the Customer and each employee, agent, officer or representative of the Customer or of any affiliate, customer, co-supplier or supplier of the Customer.

12. Term and Termination

12.1 The Contract shall commence on the Effective Date and shall continue for the Initial Term and, thereafter, the Contract shall automatically renew for successive Renewal Periods matching the Billing Period selected in the Order (i.e. monthly, quarterly, or annually), unless: (a) you cancel your subscription within your account on our Site or otherwise notify us of your intention to cancel in advance of the renewal; or (b) otherwise terminated in accordance with the provisions of the Contract.

12.2 Where the Order specifies an Annual Billing Period, notice of cancellation under Clause 12.1(a) must be received by Kreo at least 30 days before the end of the then-current Term for customers paying by invoice without a linked card. If Kreo has not received such notice by that time, the Contract will automatically renew for a further Renewal Period of twelve months on the terms then in effect (including any Fee or Credits changes notified in accordance with Clause 6.6 or 6.9). For the avoidance of doubt, this Clause 12.2 does not apply to Monthly or Quarterly Billing Periods, which may be cancelled at any time in advance of the next renewal in accordance with Clause 12.1(a).

12.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if: (i) the other party materially breaches any of the terms of the Contract and does not cure such breach within 30 days of being notified of the breach; or (ii) the other party ceases to operate, or becomes insolvent.

12.4 Kreo may also terminate the Contract with immediate effect by giving written notice to the Customer, if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not fewer than seven (7) days after being notified in writing to make such payment.

12.5 On termination of the Contract for any reason: (a) unless otherwise expressly stated, all licences and rights granted under the Contract shall immediately terminate; (b) unless otherwise expressly stated, each party shall return or destroy and make no further use of any documentation, materials and other items (and all copies of them) belonging to the other party; (c) Kreo may destroy or otherwise dispose of any of the Customer Data in its possession unless Kreo receives, no later than 30 days after the date of termination of the Contract, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Kreo shall use reasonable commercial endeavours to deliver the back-up to

the Customer within 30 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 Kreo in returning or disposing of Customer Data; and (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination, shall not be affected or prejudiced. Unused Credits shall not be refunded or paid out on termination.

13. Force Majeure

13.1 Kreo shall have no liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Kreo or any other party), failure of a utility, cloud hosting service, or third-party AI/model provider, or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

13.2 Kreo shall notify the Customer of such an event and its expected duration.

13.3 The Customer may terminate the Contract by written notice to Kreo if Kreo is prevented from performing all or substantially all of the Services for more than sixty (60) consecutive days.

14. Data Security and Incident Notification

14.1 Incident Notification: Kreo shall notify the Customer without undue delay (and in no event later than 72 hours) after becoming aware of a Security Incident. Kreo will provide reasonable information to assist the Customer in meeting any relevant notification obligations under applicable law, including the UK GDPR and the Data Protection Act 2018 (as amended).

14.2 Mitigation: Kreo shall take immediate and reasonable steps to mitigate the effects of any Security Incident and to prevent any further Security Incident from occurring.

15. Sub-processors

15.1 Engagement of Sub-processors: The Customer agrees that Kreo may use third-party Sub-processors, including providers of AI, machine-learning, or model-inference infrastructure, to provide the Services. Kreo shall ensure that any Sub-processor is bound by confidentiality and security obligations no less protective than those set forth in this Contract.

15.2 Liability for Sub-processors: Kreo remains fully liable for the acts and omissions of its Sub-processors to the same extent as if Kreo had performed the services itself.

16. Conflict

If there is any inconsistency between any of the provisions in the main body of the Contract and the Schedules, the provisions in the main body of the Contract shall prevail.

17. Variation

These Terms may be updated by providing at least 30 days' notice through our Site. You are advised to check our terms and conditions periodically although Kreo will endeavour to bring such changes to your attention. Your Order will not be varied without agreement between us, save for changes to Fees or Credits made in accordance with Clause 6.

In the event of any material changes that affect the security of Customer Data or data processing practices, Kreo shall also provide direct notice to the Customer via the registered email address.

18. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract 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.

19. Rights and Remedies

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. Entire Agreement

21.1 The Contract, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

21.2 Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

22. Assignment

22.1 You shall not, without the prior written consent of Kreo, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract.

22.2 Kreo may, without your consent and at any time, assign all or a portion of its right to receive and obtain payment under the Contract, providing such assignment does not contravene applicable law, regulation or decree binding upon you. Any payment made by you to the payee specified in Kreo's invoice in respect of the Services delivered under the Contract shall be in full discharge of your payment obligations to Kreo under the Contract. Any such assignment will not detract from Kreo's obligations under the Contract, except any obligations relating to confidentiality under Clause 9. Kreo or its assignee shall have the right to set-off any of its receivables against any amount due by Kreo or its assignee to you.

22.3 Kreo 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 the Contract.

23. No Partnership or Agency

Nothing in the Contract 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).

24. Third Party Rights

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

25. Notices

25.1 We can send notices via your account or by email to the registered email address. Any notices to us must be emailed to a business email address communicated to you for that purpose from time to time, or by registered post.

26. Governing Law

The Contract 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 law of England and Wales.

27. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).