

MASTER SERVICES TERMS & CONDITIONS

The Agreement comprising these Terms and Conditions and the applicable Ordering Document, and any amendment thereto and any other document incorporated by reference, is entered into between NPLAN LIMITED, a company registered in England and Wales under number 11043916, with its registered office at 68 Hanbury St, London, E1 5JL, United Kingdom ("**Company**"), and the Customer as defined in the applicable Ordering Document. Ordering Document means a document executed by both the Company and the Customer, which incorporates these Terms and Conditions by reference and specifies the Services to be provided, including the scope, Service Term, Fees, payment terms, and any additional terms or conditions applicable to the Customer's use of the Services. In the event of any conflict between the Ordering Document and these Terms and Conditions, the Ordering Document sets out the order of precedence.

- A. The Agreement governs the provision of the Company's commercial software and services to the Customer, as detailed in the applicable Ordering Document.
- B. The Agreement includes warranty disclaimers, liability limitations, and usage restrictions.
- C. Except as otherwise permitted by the Agreement, no variation to the Agreement will be effective unless in writing and signed by both the Company and the Customer.

TERMS AND CONDITIONS

1. Provision of Access

- 1.1 The Company will use commercially reasonable efforts to provide the Customer with:
 - 1.1.1. Onboarding;
 - 1.1.2. the Cloud Service; and
 - 1.1.3. the Professional Services (where applicable), (collectively, the "**Services**") for the Service Term as set forth in the Ordering Document and in accordance with applicable policies of the Company, which are available [here](#).

2. Restrictions and Responsibilities

- 2.1. The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Agreement:

- 2.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services (as applicable) in any form or media or by any means; or
 - 2.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or
 - 2.1.3. access all or any part of the Services in order to build a product or service which competes with the Services; or
 - 2.1.4. use the Services to provide services to third parties; or
 - 2.1.5. introduce or permit the introduction of any virus into the Services or the Supplier's network and information systems.
- 2.2. For Services provided for use on the Customer's premises or devices, the Company grants the Customer a non-exclusive, non-transferable, revocable, non-sublicensable license to use such Services during the Service Term solely in connection with the Services. This license is revocable by the Company upon termination of this Agreement.
- 2.3. The Customer represents, covenants, and warrants that the Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations.
- 2.4. The Customer shall indemnify and hold harmless the Company its affiliates, and their respective officers, directors, and employees against any damages, losses, liabilities, settlements and expenses (including without limitation costs and legal fees) in connection with any claim or action that arises from any breach (alleged or actual) of clauses 2.1, 2.2 or 2.3. Although the Company has no obligation to monitor the Customer's use of the Services, the Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. All indemnification obligations are subject to the Limitation of Liability set forth in this Agreement.
- 2.5. The Customer shall be responsible for obtaining and maintaining all devices, internet connections, and other equipment necessary to access and use the Services (collectively, "**Access Means**"). The Customer is also responsible for maintaining the security of its Access Means, user accounts, passwords, and data, and for all activities that occur under its accounts, whether authorised or not.

3. Confidentiality and Proprietary Rights

- 3.1. Each Party understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing

Party's business (referred to as "**Proprietary Information**" of the Disclosing Party). In particular, the Company may disclose Proprietary Information to the Customer and the Customer may disclose Proprietary Information to the Company.

- 3.2. Proprietary Information of the Company includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of the Customer includes non-public data provided by the Customer to the Company to enable the provision of the Services ("**Customer Data**").
- 3.3. Each Party agrees:
 - 3.3.1. to take reasonable precautions to protect such Proprietary Information;
 - 3.3.2. not to use (except in performance of the Services or as otherwise permitted in this Agreement) or divulge to any third person any such Proprietary Information;
 - 3.3.3. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any such information that can be documented:
 - a. is or becomes generally available to the public; or
 - b. was in its possession or known by it prior to receipt from the Disclosing Party, or
 - c. was rightfully disclosed to it without restriction by a third Party, or
 - d. or was independently developed without use of any Proprietary Information of the Disclosing Party or
 - e. is required to be disclosed by law.
- 3.4. The Customer shall own all right, title and interest in and to the Customer Data. The Company shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 3.5. Notwithstanding anything to the contrary, the Company shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, Customer Data and information derived therefrom), and the Company will be free (during and after the term) to (i) use Customer Data in aggregate or de-identified form for improving and enhancing the Services, developing artificial intelligence (AI) models for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

- 3.6. The Customer grants the Company a non-exclusive, royalty-free, worldwide licence to use Customer Data in de-identified or aggregated form solely for the purpose of:
 - 3.6.1. improving the Services;
 - 3.6.2. enhancing or developing the Company's machine learning or AI models; and
 - 3.6.3. generating insights and benchmarking analysis.
- 3.7. No rights or licenses are granted except as expressly set out in this Agreement.
- 3.8. The Company shall not use personal data or confidential information that identifies the Customer or any data subject in a manner that would permit re-identification without the Customer's prior written consent.
- 3.9. Each Party shall comply with applicable data protection laws, including the UK GDPR and the Data Protection Act 2018. The Company's Data Processing Agreement shall apply to any processing of personal data under this Agreement.
- 3.10. The Customer represents and warrants that all data, information, and materials provided to the Company for use in connection with the Services, including Customer Data, are accurate, complete, and compliant with applicable laws. The Customer shall promptly correct any inaccuracies in such data upon discovery.
- 3.11. The Company shall not be liable for any errors, delays, or failures in the Services resulting from inaccurate, incomplete, or non-compliant Customer Data. The Customer shall indemnify the Company against any claims, losses, or damages arising from such inaccuracies or non-compliance.
- 3.12. The Customer acknowledges and agrees that the Company and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

4. Payment of Fees

- 4.1. The Customer will pay the Company the fees described in the Ordering Document for the Services in accordance with this Agreement (the "Fees") by electronic payment.
- 4.2. The Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by the Company thirty (30) days of invoice receipt by the Customer.

- 4.3. Unpaid amounts accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower, plus collection costs. The Company may suspend or terminate Services for late payments upon written notice to the Customer.
- 4.4. If the Customer disputes any invoice, it must notify the Company within thirty (30) days of the invoice date at accounts@nplan.io to request an adjustment or credit.
- 4.5. The Customer shall pay all applicable taxes, duties, or levies related to the Services at the prevailing rate, excluding taxes on the Company's income.
- 4.6. Net Payments and Gross-Up. All fees quoted in this Agreement are net of any taxes. All payments made by the Client shall be made free and clear of, and without deduction or withholding for, any taxes, levies, or duties.
 - 4.6.1. Gross-Up: In the event that any Withholding Tax is required by applicable law, the Client shall pay such additional amounts (a "Gross-Up") as may be necessary so that the net amount received by nPlan after such deduction or withholding equals the full amount set forth in the invoice.
 - 4.6.2. Exception: The Client shall not be required to pay a Gross-Up if the Withholding Tax applies solely due to nPlan's failure to provide a valid Tax Residency Certificate requested by the Client within a commercially reasonable period of time.

5. Term and Termination

- 5.1. This Agreement begins on the Effective Date and continues for the Ordering Document Term as defined in the Ordering Document, subject to earlier termination. Each Service Term is as specified in the Order Document, and may be extended by mutual written agreement via an Amendment.
- 5.2. In addition to any other remedies it may have, either Party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of non-payment), if the other Party materially breaches any of the terms or conditions of this Agreement. The Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, the Company will make Customer Data available to the Customer in a form the Company deems appropriate for a period of thirty (30) days. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

- 5.3. Upon termination or expiration, the Customer shall immediately cease using the Services, and the Company may disable access to the Cloud Service.

6. Warranty and Disclaimer

- 6.1. The Company shall use reasonable efforts consistent with prevailing industry standards to provide the Cloud Service in a manner which minimises errors and interruptions in the Cloud Service and shall perform the Onboarding and Professional Services in a professional and proper manner.
- 6.2. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by the Company or by third-Party providers, or because of other causes beyond the Company's reasonable control, but the Company shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption. However, whilst all due care has been taken, the Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services; nor does it warrant that the Services will be compatible with any application, program or software not specifically identified as compatible by the Company.
- 6.3. The Company's obligation and the Customer's exclusive remedy during the Service Term are limited, in the Company's absolute discretion, to:
- 6.3.1. the Company, at its own expense, using all reasonable endeavours to rectify any non-conformance of the Services by repair (by way of a patch, workaround, correction or otherwise) within a reasonable period of time; or
 - 6.3.2. if, in the Company's reasonable opinion, it is unable to rectify such non-conformance within a reasonable timescale or at an economic cost, the agreement will terminate and the Company will refund the Customer any pre-paid unused Fees from the date of termination; or
 - 6.3.3. issue "**Service Credits**" as described in Section 9 of this Agreement.
- 6.4. The Customer acknowledges and accepts that it is the Customer's sole responsibility to ensure that:
- 6.4.1. the facilities and functions of the Services meet the Customer's requirements;
 - 6.4.2. the Services are appropriate for the specific circumstance of the Customer and are within the laws and regulations of the Customer's jurisdiction.
- 6.5. The Company does not purport to provide any legal, taxation or accountancy advice by providing the Services under this Agreement.

- 6.6. The Company will not be liable for any failure of the Services to provide any function not described in this Agreement or any failure attributable to:
- 6.6.1. any modification to the Services other than by the Company;
 - 6.6.2. accident, abuse or misapplication of Services by the Customer;
 - 6.6.3. use of the Services with other software or equipment without the Company's written consent; or
 - 6.6.4. use other than in accordance with this Agreement.
- 6.7. The Company will perform Professional Services with reasonable care and skill, based on Customer-provided information. No guarantees are made regarding specific outcomes from the Professional Services or Cloud Service.

7. Limitation of Liability

- 7.1. Except in the case of death or personal injury caused by either Party's negligence, the aggregate liability of either Party under or in connection with this Agreement, to the other Party or to any third Party, whether arising in contract, tort, negligence, breach of statutory duty, or any other cause of action, to the maximum extent permitted by law, must not exceed the fees paid by the Customer to the Company for the Services under this Agreement in the twelve (12) months immediately preceding the act or omission giving rise to the liability, in each case, whether or not that Party has been advised of the possibility of such damages.
- 7.2. Neither Party is liable for indirect or consequential losses, including loss of profits, revenue, business, or goodwill, arising from the use of or reliance on the Services or Professional Services' outputs.

8. Force Majeure

- 8.1. Neither the Customer nor the Company shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; epidemic; threats or acts of terrorism; riots; crime or property theft; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions (including, without limitation, the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated Party. Both the Customer and the Company will use reasonable efforts to mitigate the effect of a force majeure event. If such an event continues for more than thirty (30) days, either of the Customer or the Company may cancel unperformed Services and affected orders upon written notice. Once causes for such exemption of liabilities are rectified and remedied, both Parties agree to resume performance of this Agreement with their best efforts. This Section does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the Services. If a Party claiming Force Majeure fails to notify the

other Parties and provide sufficient evidence in accordance with the above provisions within 10 working days, it shall not be exempted from its liability for failure of performance or complete performance, or the necessity of delay in fulfilling its obligations.

9. Service Level Agreement

- 9.1. Commencing at the activation of the Cloud Service, except during maintenance periods and Force Majeure events, Company targets a Cloud Service uptime (“**Target Service Uptime**”) of 99.5%, calculated as (total time in preceding calendar month - unplanned downtime) ÷ total time in preceding calendar month, expressed as a percentage.
- 9.2. For any two months in a three (3) month period in which Company’s Cloud Service uptime is below the Target Service Uptime during a monthly reporting period, Customers are eligible to receive “**Service Credits**” as a percentage of the affected monthly Cloud Services Fees, as follows:
 - 9.2.1. 5% when Cloud Service uptime is less than 99.5% but equal to or greater than 99.0% in the applicable calendar month; and
 - 9.2.2. 10% when Cloud Service uptime is less than 99.0%
- 9.3. Claims for Service Credits must be made within sixty (60) calendar days from the date that the Target Service Uptime was missed for the relevant monthly reporting period.
- 9.4. Should a Customer suspect that Target Service Uptime has not been achieved, it can request a calculation of the Target Service Uptime.
- 9.5. Customers are entitled to receive only one amount of Service Credits per monthly reporting period in which the applicable Target Service Uptime is missed. The Service Credits will be provided only towards any outstanding balance for the Cloud Service that, as of the date the Customer receives the Service Credits, is owed to Company under the relevant Agreement for such Cloud Services, and the provision of these Service Credits represents the Customer’s exclusive remedy, and Company’s entire liability, for the missed Target Service Uptime.

10. Support

- 10.1. Support requests are assigned a Severity Level based on impact:
 - 10.1.1. Severity 1 – Critical Business Impact: Production analytics service is unavailable or severely impacted with no workaround, causing business operations to halt;

- 10.1.2. Severity 2 – Major Business Impact: Core functionality is impaired or a significant group of users is affected. Workarounds may exist but are not practical for sustained use;
 - 10.1.3. Severity 3 – Moderate Business Impact: Non-critical features are degraded or a limited set of users is affected. Workarounds exist and business operations can continue; and
 - 10.1.4. Severity 4 – Minor or No Impact / Request for Information: General questions, cosmetic issues, or enhancement requests. No material impact on operations.
- 10.2. Support is provided during Support Hours. The Customer may initiate a helpdesk ticket during Support Hours by emailing support@nplan.io.
- 10.3. The Company will use commercially reasonable efforts to respond within the following timeframes (during Support hours):

Severity	Definition	Response Time Target	Resolution Time Target
Severity 1 – Critical Business Impact	Production analytics service is completely unavailable or inaccessible with no workaround, causing business operations to halt.	≤ 1 business day	Within 3 business days or workaround; permanent fix in subsequent release
Severity 2 – Major Business Impact	Core or upload functionality is impaired or a significant group of users is affected. Workarounds may exist but are not practical for sustained use.	≤ 2 business days	Within 10 business days or workaround; permanent fix in subsequent release
Severity 3 – Minor Business Impact	Non-critical features are degraded or a limited set of users is affected. Workarounds exist and business operations can continue.	≤ 5 business days	
Severity 4 - No Impact and Feature Requests	General questions, cosmetic issues, or enhancement requests. No material impact on operations	≤ 15 business days	

- 10.4. For Severity 1 issues, progress updates will be provided at least once per business day until resolution.
- 10.5. Resolution times are targets, not guarantees; failure to meet them does not constitute breach or imply any acceptance of liability.

11. General

- 11.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 11.2. This Agreement is not assignable, transferable or sublicensable by the Customer except with the Company's prior written consent. The Company may transfer and assign any of its rights and obligations under this Agreement without consent. The Company may use subcontractors to provide the Services, provided it remains responsible for their acts and omissions.
- 11.3. All waivers and modifications must be in writing signed by both Parties, except as otherwise provided in this Agreement.
- 11.4. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Customer does not have any authority of any kind to bind the Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and legal fees.
- 11.5. The Customer authorises the Company to identify the Customer as a Customer on the Company website, or anywhere else the Company deems appropriate, and to use the Customer's name, trademarks, and logos for such identification.
- 11.6. Each Party shall comply with all applicable anti-corruption laws, including the UK Bribery Act 2010, and shall not engage in any activity that would constitute bribery, corruption, or fraud in connection with this Agreement.
- 11.7. Each Party represents and warrants that it complies with all applicable laws and regulations, including but not limited to anti-corruption, sanctions, and export control laws of the United States, the European Union, and other relevant jurisdictions. Each Party confirms it is not on any restricted government list and agrees not to export or transfer items in violation of export laws. Both Parties will promptly disclose any export-controlled items and provide classification details. Delays due to export restrictions or authorisation issues are not grounds for liability, provided reasonable efforts were made to comply.
- 11.8. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery

by recognised overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

- 11.9. These Terms and Conditions, together with the Ordering Document, any agreed Amendment or document incorporated by reference and any referenced policies, constitutes the entire agreement between the Parties regarding the Services and supersedes all prior agreements.
- 11.10. Before initiating legal proceedings, the Parties shall attempt in good faith to resolve any dispute arising out of or in connection with this Agreement through negotiation. A Party shall provide written notice of the dispute to the other Party, and both Parties shall engage in discussions within ten (10) business days of such notice. If the dispute remains unresolved after thirty (30) days of negotiation, the Parties may, by mutual agreement, submit the dispute to mediation under the rules of a recognized mediation body in England and Wales. If mediation is not agreed upon or fails to resolve the dispute, either Party may pursue remedies through the courts as provided in Section 11.11.
- 11.11. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement (including any non-contractual obligations).