TERMS AND CONDITIONS FOR ACCESSING AND USING THE TALKHSE PLATFORM

Welcome to TalkHSE, a cloud-based health, safety and environmental management platform operated by TALKHSE LIMITED (Company No. 15756073), whose registered office is at TalkHSE, Arena Offices, 100 Berkshire Place, Winnersh, United Kingdom, RG41 5RD [registered office], trading as TalkHSE ("Company"). TalkHSE Limited is a subsidiary of TalkHSE Group Limited (Company No.15282511).

In these terms, we also refer to Company as "**our**", "**we**", or "**us**".

In these terms, "**you**", "**your**" or "**Customer**" refers to the business that purchases or uses the Services, and "User" means an individual who accesses the Services through that Customer's Account. These terms do not apply to consumers. A person accepting these terms for a Customer warrants that they have authority to bind that Customer and, if they lack such authority, that person shall be personally bound by and liable under the Agreement.

What are these terms about?

These terms apply when you use the TalkHSE cloud platform made available through https://talkhse.com and any related website or application through which we provide the Services (collectively, the "**Platform**"). The Platform enables business customers to manage health, safety and environmental information through account-based access for multiple authorised users and administrators.

These terms (the "**Terms**") also apply to the services provided through the Platform, including document generation, document storage and version history, incident reporting, dashboards and the health, safety and environmental chatbot known as "TalkBot" powered by third party AI providers, including OpenAI and Anthropic, together with related support ("**Services**"). Packages may have different features, Authorised User limits, storage limits and document-generation allowances, as stated in the applicable online checkout, order form or other ordering document accepted by us ("**Order**"). The Terms, the Order and the Schedules together form the "**Agreement**".

Where the provision of Services includes any support services, the Company will provide the necessary support in accordance with Schedule 1.

Our Privacy Policy is available at https://talkhse.com/policies/privacy-policy. The parties' processing of personal data is also governed by the Data Processing Addendum in Schedule 2. The Customer remains responsible for determining the lawfulness of Customer Data and for providing all required notices and obtaining all required permissions and consents under applicable UK data-protection law.

I've returned to your Platform. Do I need to read these terms again?

The version accepted when an Order is placed applies during the current Subscription Term. We may update these terms on at least 30 days' notice, but a material adverse change will only apply from the next Renewal Term unless required sooner by law, regulation, security requirements or a third-party dependency. Continued use after an update takes effect constitutes acceptance. An Order or separately signed agreement prevails over these terms only to the extent it expressly states that it does so.

1 ACCESS AND USE OF THE PLATFORM

The Customer and all Authorised Users must use the Platform only for the Customer's internal business purposes, in accordance with these Terms, the Order, applicable law and the acceptable use obligations in clause 4. The Customer is responsible for all acts and omissions of its administrators, employees, contractors and other Authorised Users, and for ensuring that each of them complies with these Terms.

2 ACCOUNTS

2.1 REGISTRATION AND ACCOUNT MANAGEMENT

(a) To use the Platform, the Customer must register an organisational account (an "**Account**"). The Account will have a primary administrative owner ("**Primary Owner**"), may have additional administrators ("**Administrators**"), and may permit employees, workers and contractors authorised by the Customer to use the Services ("**Authorised Users**").

(b) As part of registration and continued use, the Customer must provide accurate organisation, contact, billing and payment information and any verification information reasonably requested by the Company. The Primary Owner is the principal contact for account administration and payments. The Customer controls the appointment and permissions of Administrators and Authorised Users, subject to the functionality and user limits of its package.

(c) The Customer is solely responsible for:

(i) maintaining the confidentiality and security of all Account credentials, using appropriate access controls and promptly notifying us of suspected compromise; and

(ii) all activity through the Account, managing permissions, ensuring that credentials are not shared, and promptly removing access for former or unauthorised personnel, except to the extent directly caused by our breach of these Terms.

(d) The Customer warrants that all information supplied to the Company is accurate, complete and up to date, and that each Authorised User is authorised to act for the Customer within the permissions assigned to that user.

(e) We may accept or reject a registration, require verification, and suspend creation of additional users where package limits are reached. The Customer may purchase an upgrade or additional capacity at the then-current price, subject to our acceptance.

(f) We may contact the Customer about suspected misuse, security concerns or compliance issues and may require reasonable cooperation, information and remedial action.

(g) We may suspend access immediately where fees are overdue, use presents a security or legal risk, package limits are materially exceeded, the Platform is misused, or the Customer or a User breaches these Terms. Where reasonably practicable we will give notice and an opportunity to remedy. Suspension does not end the Subscription Term, relieve the Customer from fees or remaining committed instalments, or limit our termination rights. We are not liable for losses arising from a suspension properly imposed under this clause.

(h) The Customer must notify us promptly at support@talkhse.com of unusual Account activity, suspected credential compromise or any actual or suspected security incident affecting the Services.

(i) To the fullest extent permitted by law, we are not responsible for loss arising from the Customer's failure to secure credentials, manage permissions or remove former personnel, except to the extent caused by our breach of these Terms.

(j) The Customer is responsible for loss, delay or reduced functionality arising from inaccurate, incomplete, unlawful or out-of-date information supplied by or for the Customer.

2.2 NON-RENEWAL AND ACCOUNT CANCELLATION

(a) (**Non-renewal by the Customer**) The Initial Term is 12 months from the subscription start date unless a longer period is stated in the Order. It automatically renews for successive 12-month Renewal Terms unless either party gives written notice of non-renewal at least 30 days before the end of the current term. We will send a renewal reminder to the Primary Owner at least 30 days before renewal. Notice may be given through available Account functionality or to support@talkhse.com. Non-renewal prevents the next Renewal Term; it does not end the current committed term or remove liability for fees or unpaid instalments for that term.

(b) (**Termination by us**) We may terminate in accordance with the termination provisions below, including for non-payment, material breach, irremediable breach, repeated breach, misuse, security risk or insolvency. Except where required by law or expressly stated in these Terms, fees are non-refundable.

3 SUBSCRIPTION TERM, PACKAGES AND PAYMENT

(a) (**Subscription and onboarding**) Access to the paid Services requires:

(i) creation and verification of a valid business Account and acceptance of these Terms;

(ii) payment of the applicable annual fee upfront or, where offered, by monthly instalments over the full committed Subscription Term; and

(iii) completion of any onboarding and verification steps reasonably required for the selected package.

The selected package determines available functionality, Authorised User limits, storage or usage limits, document-generation allowances and other entitlements stated in the Order or pricing page. The Customer must not exceed those limits. We may restrict further use until the Customer upgrades or purchases additional capacity. An accepted upgrade may take effect immediately and any additional fee may be charged on a pro-rata basis for the remainder of the current term.

(b) (**Fees**) The fees and package details are:

(i) set out in the Customer's Account at the time of purchase or in the Order. Monthly payment is an instalment method for the full committed Subscription Term and is not a monthly cancellable subscription;

(ii) payable in pounds sterling unless the Order states otherwise; and

(iii) fixed during the current Subscription Term. We may change fees or package inclusions for a Renewal Term by giving at least 30 days' notice before renewal, provided that no change materially reduces the paid Services during the then-current term.

(c) (**Payment obligations**) Unless the Order states otherwise, annual fees are payable in advance. If monthly instalments are offered, all instalments for the committed term remain due notwithstanding non-use, cancellation or non-renewal. Payments are non-cancellable and non-refundable except as required by law or expressly provided in these Terms. The Customer authorises us and our payment provider to charge the agreed payment method when sums fall due.

(d) (**Taxes and VAT**) Fees exclude VAT and any similar taxes, duties or levies, which the Customer must pay in addition where properly chargeable. We will provide a valid VAT invoice where required. The Customer may not set off or withhold payment except where required by law.

(e) (**Payment provider**) We use third-party payment processors ("**Payment Providers**"). Payment processing is also subject to the applicable Payment Provider's terms and privacy notice. The Customer must maintain valid payment details and bear any bank or currency conversion charges. To the extent permitted by law, we are not responsible for a Payment Provider's systems, acts or omissions, but may correct or instruct it to correct payment errors.

(f) (**Failed payment**) If a payment fails or becomes overdue, we may retry the payment method, require another method, charge interest at 8% per year above the Bank of England base rate (or the maximum lawful rate, if lower), recover reasonable collection costs, and suspend the Services after reasonable notice. All outstanding instalments remain due.

(g) (**Document-generation allowances**) Each package includes only the document-generation allowance stated in the Order or pricing page. Unused allowance expires at the end of each relevant 12-month period and does not carry into a Renewal Term. For monthly-paying Customers, we may release the annual allowance in equal monthly amounts; unused released amounts may carry forward only within the same 12-month period. Additional generations require an upgrade or purchase at the then-current price.

(h) (**Standard Trial**) We may offer one 7-day trial per organisation, requiring valid card details. Unless cancelled before the trial ends, it automatically converts on day 8 to the selected paid package and committed Subscription Term, and the applicable fee becomes payable. We will send a reminder at least 48 hours before conversion. Trial features and limits may differ from paid packages.

(i) (**Demo Trial**) Following a demonstration, we may instead offer one 14-day trial per organisation without card details. It ends automatically and does not convert to a paid subscription. Trial data will be retained for 30 days after the trial ends and then deleted, subject to applicable law, backups, our Privacy Policy and any DPA. Trials have no service-level commitment and may be withdrawn or suspended at any time.

(j) (**Pricing errors**) If an obvious pricing error is identified before we accept an Order, we may reject or correct the Order. If discovered after acceptance, we will notify the Customer and the parties will act reasonably to correct it; we will not increase an agreed fee retrospectively except where the Customer knew or ought reasonably to have known that the price was erroneous.

(k) (**Refunds**) Fees are non-refundable and no credit is given for non-use, cancellation, suspension properly imposed, reductions in users or allowances, or termination by the Customer other than for our uncured material breach. Any refund required by law or expressly due under these

Terms will be paid using the original method where reasonably practicable.

(l) (**Auto-renewal**) The Initial Term and each Renewal Term are each a "Subscription Term". Unless valid non-renewal notice is received in accordance with clause 2.2(a), the subscription renews for 12 months at the fees notified for that Renewal Term.

(m) (**Recurring billing**) The Customer authorises recurring charges for annual fees, monthly instalments, renewals, upgrades and agreed additional capacity. A declined payment does not cancel the committed term. The Customer must promptly provide a valid replacement method; we may suspend access while payment remains overdue. Charges may vary only for an agreed upgrade, additional use or a properly notified Renewal Term fee.

4 YOUR OBLIGATIONS

The Customer and each User must not:

(a) copy, mirror, reproduce, translate, adapt, modify, sell, resell, sublicense, commercially exploit, decipher, reverse engineer, disassemble, decompile or attempt to derive source code, models, prompts, workflows or non-public ideas from the Platform, except only to the extent such restriction is prohibited by law;

(b) use the Platform other than for the Customer's internal health, safety and environmental management purposes, share credentials, permit access beyond package limits, provide bureau or timesharing services, or make the Services available to a third party;

(c) upload, generate, request, store or transmit anything unlawful, fraudulent, deceptive, discriminatory, defamatory, infringing, malicious, harmful, obscene or unsafe, including malware, content without required rights or personal data without a lawful basis, required notices, permissions or consents;

(d) interfere with, disrupt, overload or create an unreasonable burden on the Platform or any connected network, or exceed documented technical or package limits;

(e) scrape, crawl, data-mine, benchmark publicly, use automated scripts or bots, or access the Platform through an interface not provided or authorised by us;

(f) use the Platform to make solely automated decisions producing legal or similarly significant effects, or input special category, criminal-offence or other sensitive data unless necessary, lawful and supported by appropriate safeguards;

(g) use the Services or outputs to develop, train, test or improve a competing product or service, misrepresent the source or status of an output, circumvent package restrictions, or use our branding without permission; and

(h) attempt to breach, test or circumvent Platform security or access controls without our prior written permission, including by:

(i) gaining unauthorised access to accounts, data, infrastructure or third-party services;

(ii) scanning, probing or testing for vulnerabilities outside an agreed security-testing process;

(iii) overloading, flooding, crashing or introducing malicious code; or

(iv) instigating or participating in a denial-of-service attack or unauthorised security circumvention.

5 SERVICE INFORMATION AND AVAILABILITY

(a) Except for the express commitments in Schedule 1 and to the maximum extent permitted by law, the Customer acknowledges that internet-delivered software and generated content may contain errors and that we do not guarantee that:

(i) we will monitor, pre-screen or verify Customer Data, generated documents, incidents or TalkBot exchanges, although we may investigate and restrict content or use where reasonably necessary;

(ii) the Platform will be free from errors or defects (or both, as the case may be);

(iii) the Platform will be accessible at all times;

(iv) document generation, storage, history, incident reporting, integrations or TalkBot will operate without delay, interruption or third-party dependency;

(v) transmission or storage will be completely secure, although we will apply the security measures required by these Terms and Schedule 2; and

(vi) any generated document, TalkBot response or other output is accurate, complete, current, legally compliant, site-specific or suitable for the Customer's purpose.

(b) We may update, enhance, replace or discontinue functionality to maintain security, comply with law, improve the Services or respond to third-party changes. We will not materially reduce the core paid functionality during a current Subscription Term without reasonable notice, except where necessary to comply with law, security or a third-party dependency. Beta, preview or experimental functionality may be

changed or withdrawn at any time, is provided as available and is excluded from service levels. If we discontinue the paid Service as a whole other than for Customer breach, we will give reasonable notice and a reasonable export opportunity and will refund prepaid fees for the unused period.

6 CUSTOMER DATA AND OUTPUT DATA

(a) "**Customer Data**" means data, documents, logos, images, incident information, prompts and other content submitted to the Services by or for the Customer. As between the parties, the Customer owns Customer Data. The Customer grants us and our subcontractors a non-exclusive, worldwide licence during the Agreement and any applicable post-termination export and deletion periods to host, copy, transmit, display, modify and otherwise process Customer Data only as necessary to provide, secure, support and improve the Services, comply with law and exercise our rights under these Terms. Schedule 2 governs personal data processed on the Customer's behalf.

(b) Subject to our ownership of the Services and underlying materials, the Customer may use documents and other content generated specifically from its Customer Data ("**Output Data**") for its internal business purposes. To the extent we own intellectual property rights arising specifically in Output Data, we grant the Customer a non-exclusive, perpetual, royalty-free licence to use that Output Data for those purposes. This does not transfer rights in the Platform, templates, prompts, workflows, models, databases, generic content or know-how. In connection with the Services and Customer Data:

(i) We may collect and own service telemetry and anonymised, aggregated analytics that do not identify the Customer, any User or any individual, and may use them to operate, secure, analyse and improve our business and Services;

(ii) we will not use Customer Data to train generative AI models unless the Customer expressly agrees and that use is lawfully documented;

(iii) we may disclose Customer Data to approved subprocessors and other recipients as permitted by Schedule 2, the Privacy Policy, the Customer's instructions or applicable law;

(iv) we will implement the technical and organisational measures described or referenced in Schedule 2, without making unconfirmed certification or absolute-security commitments; and

(v) we may retain and delete Customer Data only as stated in these Terms, Schedule 2, the Privacy Policy and applicable law.

(c) The Customer warrants that it has and will maintain all rights, licences, lawful bases, notices, permissions and consents required for Customer Data and our processing of it. The Customer must minimise personal and sensitive data, ensure Customer Data is accurate, relevant, lawful and free from malicious code, preserve its integrity, manage access securely, and comply with the UK GDPR, Data Protection Act 2018 and other applicable law. This includes uploaded logos, documents, training records, certificates, incident information and third-party materials.

(d) Generated materials are drafts only. Before use, issue or implementation, the Customer must ensure competent human review, verification, amendment and approval. Outputs depend on Customer inputs and may be similar to outputs provided to others. We do not warrant that any output is legally compliant, complete, accurate, current, site-specific or suitable. The Services do not replace qualified health and safety or environmental professionals, legal advice, workplace inspections, risk assessments, training, consultation or the Customer's statutory and professional responsibilities.

(e) (**TalkBot**) TalkBot provides automated general informational assistance only. It does not provide professional, legal, regulatory, emergency or site-specific advice. Responses may be inaccurate, incomplete, fabricated, misleading, outdated or omit material matters. The Customer must independently verify each response against authoritative and current sources and obtain competent advice before acting. The Customer is solely responsible for decisions, actions and omissions based on TalkBot. Users must not submit unlawful, infringing, malicious, confidential or sensitive inputs unless authorised and lawful. TalkBot relies on third-party AI providers, including OpenAI and Anthropic, whose availability and performance are outside our control. Customer Data is not used to train AI models unless expressly agreed with the Customer and lawfully documented.

(f) The Customer is responsible for maintaining its own copies of Customer Data and exported outputs. The Platform is not a system of record, emergency service or substitute for legally required records or reporting. We may make non-public security information available on

reasonable request, subject to confidentiality and security restrictions.

(g) The Customer must not resell or redistribute Output Data as a competing library, product or service, use it to train or improve a competing AI or software service, or represent an unreviewed output as approved by TalkHSE. A breach of this clause shall constitute a material breach and entitle us to suspend or terminate under these Terms.

7 INTELLECTUAL PROPERTY

(a) We and our licensors retain all rights in the Platform and Services, including software, source and object code, interfaces, APIs, algorithms, models, templates, document structures, workflows, prompts, databases, taxonomy, generic content, analytics, designs, know-how, branding and documentation ("**Platform Content**"). Except for the limited access and Output Data rights expressly granted by these Terms, no right, title or interest is transferred to the Customer. We reserve all rights not expressly granted.

(b) During a paid Subscription Term, we grant the Customer a limited, non-exclusive, non-transferable and non-sublicensable right for its Authorised Users to access the Services for the Customer's internal business purposes, subject to the Order and these Terms. The Customer may download and use permitted Output Data but may not extract, republish or commercialise Platform Content.

(c) If the Customer provides suggestions, ideas or feedback, it grants us a perpetual, irrevocable, worldwide, royalty-free right to use and exploit them without restriction or attribution, provided we do not identify the Customer without consent.

(d) "**Intellectual Property Rights**" means all copyright, database rights, trade marks, design rights, patents, rights in software, confidential information, know-how, domain names and analogous rights anywhere in the world, whether registered or unregistered, including applications and renewals.

8 THIRD PARTY SUPPLIERS

(a) We may do any of the following:

(i) outsource any part of the Services, support, security or data processing; or

(ii) use or replace third-party providers for AI (including OpenAI/Anthropic), hosting and cloud storage, payment processing, email, messaging, communications, monitoring, analytics and support,

without Customer consent, subject to Schedule 2 where a change concerns a subprocessor of personal data. We may change providers or integrations where reasonably necessary.

(b) To the maximum extent permitted by law, we are not responsible for third-party services, content, changes, outages, delays, suspension, loss or conduct outside our reasonable control. Third-party failures and internet or utility outages are excluded from availability calculations in Schedule 1. This does not limit our obligations concerning subprocessors under Schedule 2 or our liability that cannot lawfully be excluded.

9 THIRD PARTY TERMS AND CONDITIONS

(a) Some integrations or Customer-enabled services may be governed by third-party terms ("**Third Party Terms**"). We will identify material Third Party Terms where reasonably practicable. The Customer is responsible for reviewing and complying with those terms when it elects to use the relevant integration.

(b) A breach of applicable Third Party Terms that creates legal, security or operational risk to the Services is a breach of these Terms. We may disable the affected integration or suspend access to the extent reasonably necessary. We are not liable for losses caused by the Customer's third-party account, configuration or non-compliance, or by a third party's suspension or termination of its service.

(c) The Customer must cooperate reasonably with onboarding, support, security and compliance enquiries; provide timely, accurate information, decisions and access reasonably required to provide the Services; maintain compatible devices, internet access and configurations; and comply with applicable law and third-party rights. We are not responsible for delay or failure caused by the Customer's dependency, instruction, omission or failure to cooperate, and may adjust timetables accordingly.

10 LINKS TO OTHER WEBSITES AND THIRD-PARTY INTEGRATIONS

(a) The Platform may contain links to or integrate with third-party services outside our control. The Customer uses optional third-party sites and integrations at its own risk and is responsible for its accounts, licences, configurations and data disclosures. We are not responsible for third-party content, security, privacy practices or terms, subject to Schedule 2.

(b) A link or integration does not imply endorsement. We may add, replace or remove integrations and are not obliged to maintain compatibility with a

Customer-selected third-party service unless expressly agreed in an Order.

11 SECURITY

We will maintain technical and organisational measures appropriate to the risk, taking account of the state of the art, implementation cost and the nature, scope, context and purposes of processing, as further described in Schedule 2 and any non-public security information we make available. The Customer acknowledges that no system is completely secure and must implement measures appropriate to its own systems, Users and Customer Data, including:

(a) maintaining supported devices, browsers and appropriate endpoint protection;

(b) using unique credentials and any available multi-factor authentication;

(c) applying least-privilege access, regular permission reviews and prompt offboarding; and

(d) following reasonable security instructions and maintaining appropriate backups and incident-response procedures.

Subject to the liability clause, we are not responsible for security incidents or data loss caused by the Customer, a User, Customer systems, compromised credentials, unsupported configurations or matters outside our reasonable control.

12 REPORTING MISUSE

The Customer must report suspected security incidents, unauthorised access or material misuse without undue delay to support@talkhse.com. Other support issues should be submitted through the channels and hours in Schedule 1. The Customer must preserve relevant evidence and cooperate reasonably with investigation and remediation.

13 PRIVACY AND DATA PROTECTION

13.1 DATA-PROTECTION ROLES

(a) "**Data Protection Legislation**" means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and other applicable law concerning privacy or personal data. "Controller", "Processor", "Personal Data", "Process" and "Data Subject" have the meanings given by applicable Data Protection Legislation.

(b) Each party is an independent Controller for Personal Data it determines to process for its own purposes. We act as a Controller for business contact, Account, billing, security and service-usage data as described in our Privacy Policy, including for:

(i) administering Accounts, billing and providing, securing and supporting the Services;

(ii) communicating service information and, where lawful, relevant marketing with available opt-out rights;

(iii) managing our business, legal obligations, disputes, fraud prevention and service analytics;

(iv) a merger, acquisition, financing, reorganisation or sale of assets, subject to applicable law; and

(v) sharing such Personal Data where permitted by our Privacy Policy and Data Protection Legislation, including with service providers, professional advisers, authorities and transaction counterparties. We may create and use anonymous aggregated statistics that do not identify an individual or Customer.

(c) Where we Process Personal Data in Customer Data on the Customer's behalf, the Customer is the Controller and we are the Processor. Schedule 2 applies to that processing and constitutes the Customer's documented instructions.

(d) Nothing in these Terms relies on contractual consent where another lawful basis is required. Each party must provide required privacy information and respond to its own Controller obligations.

(e) Each party shall comply with Data Protection Legislation applicable to it and shall not knowingly cause the other to breach that legislation.

13.2 CUSTOMER-CONTROLLED PERSONAL DATA

(a) "Customer-controlled Personal Data" means Personal Data included in Customer Data. Customer Data may include Personal Data about Users, workers, contractors, visitors, incident participants and other individuals. The Customer determines whether and how to submit that data and remains responsible for its lawfulness.

(b) Before providing Personal Data, the Customer must identify a lawful basis, provide required notices, obtain required permissions or consents, and apply data minimisation and retention controls.

(c) The Customer warrants in relation to all Personal Data in Customer Data that:

(i) it has all necessary rights and authority for the Services to Process that data;

(ii) providing the data and its instructions do not breach applicable law;

(iii) our performance of the Services in accordance with the Customer's lawful instructions will not breach applicable law;

(iv) it will notify us before submission of any legal, contractual or regulatory restriction that requires special handling, and we may decline such data unless expressly agreed; and

(v) our performance in accordance with the Customer's instructions will not breach third-party terms binding on the Customer.

(d) The Customer shall indemnify us against third-party claims, regulatory proceedings, fines (to the extent lawfully indemnifiable), damages and reasonable legal costs arising from a breach of this clause or from Personal Data in Customer Data processed in accordance with the Customer's instructions.

(e) The parties acknowledge that roles depend on the processing activity: each party is a Controller for its own purposes, and we are a Processor where we Process Personal Data in Customer Data solely on the Customer's documented instructions.

(f) If this section conflicts with Schedule 2 concerning Processor activities, Schedule 2 prevails.

(g) In relation to Personal Data that we Process on the Customer's behalf as Processor, we will:

(i) Process it only on documented instructions, including these Terms, the Order and the Customer's use of configured features, unless law requires otherwise;

(ii) ensure authorised personnel are bound by confidentiality;

(iii) inform the Customer if, in our reasonable opinion, an instruction infringes Data Protection Legislation;

(iv) make a restricted international transfer only where a lawful transfer mechanism applies, including where:

(A) the destination benefits from applicable adequacy regulations; or

(B) an applicable international data transfer agreement, addendum or other appropriate safeguard is used; or

(C) approved binding corporate rules apply; or

(D) a statutory derogation lawfully applies.

(v) provide reasonable assistance, taking account of the nature of processing and information available to us, with Data Subject requests, security, breach notifications, impact assessments and regulator consultations. We may charge reasonable costs where permitted and where assistance exceeds standard obligations;

(vi) notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer-controlled Personal Data and provide available information reasonably required by law;

(vii) on expiry or termination, delete or return Customer-controlled Personal Data in accordance with the export and deletion provisions and Schedule 2, unless law requires retention; and

(viii) make information reasonably necessary to demonstrate compliance available and permit proportionate audits under Schedule 2, subject to confidentiality, security, reasonable notice, minimal disruption and reasonable costs.

(h) Our security measures will be appropriate to the risk and reviewed periodically. Nothing in the Agreement represents that we hold a particular security certification unless expressly confirmed by us in writing.

(i) We will review the confirmed measures periodically and may update them provided the overall level of security is not materially reduced during the Subscription Term. Appropriate measures may include, where confirmed:

(i) pseudonymisation or encryption where appropriate;

(ii) measures supporting confidentiality, integrity, availability and resilience;

(iii) measures supporting restoration after an incident; and

(iv) processes for assessing the effectiveness of implemented measures.

14 DATA EXPORT, RETENTION AND DELETION

(a) For 30 days after expiry or termination of a paid subscription (the "**Export Period**"), the Customer will have read-only Account access, where technically available, to export Customer Data and available chat and document history in the formats supported by the Platform. No document generation, TalkBot or editing is included. The Customer must complete export within the Export Period.

(b) After the Export Period, we may delete or anonymise Customer Data. Deletion may occur later from encrypted backups in the ordinary rotation cycle and may be deferred where required by law, dispute preservation, our Privacy

Policy or Schedule 2. Trial data is subject to the separate 30-day trial retention provision. Deleted data may be irrecoverable.

(c) The Customer is responsible for timely export and maintaining its own copies. Subject to the liability provisions, we are not responsible for loss resulting from the Customer's failure to export, preserve or back up data within the applicable period.

15 TERMINATION

(a) Either party may terminate the Agreement with immediate effect by written notice if the other party commits a material breach that is irremediable or, if remediable, is not remedied within 30 days of written notice requiring remedy.

(b) We may terminate the Agreement, or suspend the Services, with immediate effect by written notice if: (i) the Customer fails to pay any undisputed sum when due and does not pay within 14 days of a reminder; (ii) the Customer commits repeated breaches of these Terms; (iii) the Customer misuses the Services or creates a security or legal risk; or (iv) either party becomes insolvent, is unable to pay its debts, enters administration, liquidation or receivership, or suffers any analogous event in any jurisdiction.

(c) Termination or expiry does not affect accrued rights or liabilities, including the Customer's obligation to pay all fees and outstanding instalments for the committed Subscription Term. Except where the Customer terminates for our uncured material breach, fees are non-refundable.

(d) On termination or expiry, the right to access and use the Services ends, and the Data Export, Retention and Deletion clause and Schedule 2 govern the treatment of Customer Data.

(e) Clauses and provisions which by their nature are intended to survive termination, including those relating to intellectual property, liability, indemnities, data protection, confidentiality and governing law, survive termination or expiry.

16 LIABILITY

(a) Subject to the non-excludable liabilities below, our total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, shall not exceed:

(i) the total fees paid or payable by the Customer under the Agreement in the 12 months immediately preceding the event first giving rise to the relevant liability; or

(ii) if the event occurs during the first 12 months, the fees paid or payable from the subscription start date to that event, annualised to 12 months.

(b) Except as expressly stated and to the maximum extent permitted by law, all implied conditions, warranties and representations are excluded. The Customer is responsible for its inputs, Customer Data, configuration, permissions, review and use of outputs, decisions and legal or regulatory compliance. We are not liable for an output or result to the extent caused by inaccurate or incomplete inputs, failure to perform mandatory human review, use contrary to these Terms, Customer systems or a third-party dependency.

(c) (**Customer indemnity**) The Customer shall indemnify the Company and its officers and employees against third-party claims, regulatory proceedings, damages, fines to the extent lawfully indemnifiable, and reasonable legal costs arising from: (a) unlawful, infringing or harmful Customer Data; (b) misuse of the Services or outputs; (c) the Customer's breach of Data Protection Legislation; or (d) infringement of third-party Intellectual Property Rights by Customer Data. The indemnity applies only to the extent caused by the Customer and is subject to prompt notice, reasonable cooperation at the Customer's cost, and Customer control of the defence, provided that the Customer conducts the defence reasonably and does not admit liability on behalf of the Company or agree any settlement that imposes obligations on the Company without the Company's prior written consent.

(d) (**Excluded losses**) Subject to the non-excludable liabilities below, neither party is liable for indirect or consequential loss. Neither party is liable for loss of profit, revenue, anticipated savings, business, opportunity, goodwill, reputation, contracts or data; business interruption; procurement of substitute services; or regulatory fines, in each case whether direct or indirect. This clause does not exclude the Customer's obligation to pay fees or its liability under an indemnity.

(e) Nothing in the Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 where applicable, or any liability that cannot lawfully be excluded or limited.

(f) Each limitation applies separately and shall be reduced only to the minimum extent necessary to comply with applicable law, including the reasonableness requirements of the Unfair

Contract Terms Act 1977. The parties agree that the fees and allocation of risk reflect these limitations.

17 DISPUTE RESOLUTION

(a) A party claiming that a dispute has arisen under or in connection with these terms must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction, unless that party has complied with the requirements of this clause.

(b) A party that requires resolution of a dispute which arises under or in connection with this Agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

(c) Once the dispute notice has been given, each party to the dispute must then use its reasonable endeavours to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

18 THIRD PARTY RIGHTS

This Agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

19 FORCE MAJEURE

(a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this Agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:

(i) reasonable details of the Force Majeure Event; and

(ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.

(b) Subject to compliance with clause 19(a), the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event. If a Force Majeure Event continues for more than 90 consecutive days, either party may terminate the Agreement by giving 30 days' written notice to the other party.

(c) The Affected Party must use its reasonable endeavours to overcome or remove the Force Majeure Event as quickly as possible.

(d) For the purposes of this Agreement, a "Force Majeure Event" means an event beyond the affected party's reasonable control, including:

(i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;

(ii) strikes or other industrial action outside of the control of the Affected Party;

(iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or

(iv) government action, change in law, failure of utilities or public networks, cloud, hosting, AI or communications provider outage, cyberattack not caused by the affected party's breach, or other event beyond its reasonable control.

20 GENERAL

20.1 GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

20.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

20.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

20.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

20.5 ASSIGNMENT

The Customer may not assign, novate, charge or transfer the Agreement without our prior written consent. We may assign, novate or transfer it to an

affiliate or as part of a merger, acquisition, financing, reorganisation or sale of all or substantially all of the relevant business or assets, on written notice. We may subcontract performance but remain responsible for our obligations subject to these Terms.

20.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

20.7 ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties and supersedes all prior proposals, negotiations, representations and understandings concerning its subject matter. Each party acknowledges that it has not relied on any statement not expressly set out in the Agreement and has no remedy for innocent or negligent misrepresentation, without limiting liability for fraud.

20.8 INTERPRETATION

(a) (**singular and plural**) words in the singular include the plural (and vice versa);

(b) (**currency**) fees are payable in pounds sterling unless an Order states otherwise, and the Customer bears currency conversion, bank and foreign transaction charges;

(c) (**gender**) words indicating a gender include the corresponding words of any other gender;

(d) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(e) (**person**) a reference to a "person" includes an individual, company, body corporate, partnership, authority, association, consortium, joint venture, trust and any other legal or commercial entity;

(f) (**party**) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(g) (**these terms**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;

(h) (**document**) a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;

(i) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;

(j) (**includes**) the word "includes" and similar words in any form are not words of limitation; and

(k) (**adverse interpretation**) no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

20.9 NOTICES

(a) A notice or other communication to a party under this agreement must be:

(i) in writing and in English; and

(ii) delivered by email to the Customer's Primary Owner email and, for notices to us, to support@talkhse.com (each an "**Email Address**"). A party may update its Email Address by notice. Termination, non-renewal, indemnity and formal dispute notices must clearly identify their legal purpose.

(b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:

(i) 24 hours after the email was sent (based on GMT/BST), unless that falls on a Saturday, Sunday or a public holiday in England and Wales, in which case the notice will be taken to be given on the next occurring business day in England and Wales; or

(ii) when replied to by the other party,

(iii) whichever is earlier.

Schedule 1 - Service Level Agreement for Support Services

1 SUPPORT SERVICES

(a) The Company will use commercially reasonable efforts to provide support through the in-Platform support function, where available and support@talkhse.com from 9:00 am to 5:00 pm UK time, Monday to Friday excluding public holidays in England ("**Support Hours**"), in accordance with Table **1** ("**Service Levels**"). Service Levels are targets, not warranties or guaranteed resolution times. Trials have no SLA. A separately signed enterprise agreement or bespoke SLA prevails over this Schedule to the extent of conflict.

Table 1: Service Levels

Targets are measured during Support Hours and pause while the Company awaits Customer information, access or action.

Priority	Response Target	Restoration / Update Target
Critical	4 business hours	8 business hours
High	6 business hours	16 business hours
Medium	12 business hours	24 business hours
Low	24 business hours	72 business hours

(b) The severity and priority of calls are classified as follows:

(i) **Critical** – a production incident causing complete unavailability of the Platform for substantially all Users, loss of access to core document, incident or account functions with no workaround, or a confirmed high-impact security incident affecting Customer Data. TalkBot unavailability alone is not Critical where other core Services remain available.

(ii) **High** – material degradation of a core production function affecting multiple Users, or inability of a material group of Users to access the Services, where business operations are significantly affected and no reasonable workaround exists.

(iii) **Medium** – a non-critical defect affecting limited functionality or Users, where a workaround exists, including document, history, dashboard or data-capture issues.

(iv) **Low** – general enquiries, how-to requests, feedback, cosmetic defects and non-essential configuration requests.

2 CUSTOMER ACKNOWLEDGEMENTS

The Customer acknowledges and agrees that:

(a) Service Levels do not apply to performance or availability issues arising from:

(i) factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centres, including at your site or between your site and our data centre);

(ii) Customer or User systems, devices, networks, configurations, data or software not controlled by the Company;

(iii) outages, latency, limits or changes in AI, hosting, cloud storage, payment, email, messaging, communications or other third-party services;

(iv) the Customer failing to implement or maintain documented dependencies or supported configurations;

(v) use contrary to the Agreement, documentation or reasonable Company instructions;

(vi) trials, previews, beta, experimental or pre-release functionality;

(vii) the Customer's action, omission or failure to cooperate with diagnosis or remediation;

(viii) the Customer's failure to maintain appropriate security practices; planned or emergency maintenance; or a Force Majeure Event.

(b) the Company does not warrant that every issue or security threat will be identified, and the Customer remains responsible for its security, legal compliance, package limits, inputs, outputs and business continuity;

(c) a workaround, restoration and permanent fix may differ from the initial diagnosis, and restoration may be prioritised over root-cause correction;

(d) the Company will determine and may reclassify priority acting reasonably based on impact, urgency, scope, workaround and information available;

3 AVAILABILITY AND MAINTENANCE

(a) Monthly Availability Percentage is calculated as 100 × (total minutes in the calendar month minus Unavailable Minutes) ÷ total minutes in that month. "Unavailable Minutes" means minutes when the production Platform is wholly unavailable to substantially all Users, excluding scheduled or emergency maintenance and the exclusions above. The target is 99.0% per calendar month. Any service credits in Table 2 are the Customer's sole financial remedy for failure to meet that target, must be claimed with reasonable supporting detail within 30 days after the affected month, cannot exceed 10% of the monthly fee attributable to the affected Service, and are applied against a future invoice only. No credit is payable to a Customer with overdue fees.

(b) We will use reasonable efforts to give at least 72 hours' notice of planned maintenance through the Platform or registered email and to schedule it to minimise material disruption. Emergency maintenance may be performed on shorter or no notice where necessary for security, integrity, availability, legal compliance or third-party changes. Planned and emergency maintenance is excluded from Unavailable Minutes.

Table 2: Unscheduled Downtime Credits

Monthly Availability Band	Credit
99.0% or above	No credit
98.0% to below 99.0%	5% of the monthly fee attributable to the affected Service
Below 98.0%	10% of the monthly fee attributable to the affected Service

4 SUPPORT SERVICE HOURS AND CONTACT METHODS

(a) Response targets are measured only during Support Hours; restoration/update targets are measured during Support Hours as set out in clause (b) below; all targets pause while the Company awaits information, access or action from the Customer; and they are non-binding targets rather than guaranteed resolution times.

(b) Response and restoration targets are measured during Support Hours only. For issues reported outside Support Hours, measurement begins at the start of the next Support Hours period.

(c) Support Services can be accessed via the following methods:

Assistance Method	Details
Support Portal	In-Platform support function, where available
Email	support@talkhse.com

Schedule 2 - Data Processing Addendum

1 SCOPE AND ROLES

This Data Processing Addendum ("DPA") forms part of the Agreement and applies where the Company Processes Personal Data in Customer Data on the Customer's behalf. For that Processing, the Customer is the Controller and the Company is the Processor. Terms defined in the Data-Protection Roles clause of these Terms have the same meaning in this DPA. In the event of conflict between this DPA and the remainder of the Agreement in respect of Processor activities, this DPA prevails.

2 PROCESSING DETAILS

The subject-matter of the Processing is the provision of the Services. The duration is the Subscription Term plus any applicable export and deletion periods. The nature and purpose of the Processing is the hosting, storage, generation, organisation, retrieval, transmission, display and deletion of Customer Data necessary to provide, secure and support the Services. The types of Personal Data and categories of Data Subjects are those contained in Customer Data as determined by the Customer, which may include the Customer's Users, employees, workers, contractors, visitors and incident participants, and identification, contact, employment, health-and-safety, training and incident information.

3 PROCESSOR OBLIGATIONS

The Company shall Process Customer-controlled Personal Data only on the Customer's documented instructions (including the Agreement and the Customer's use of configured features) unless required otherwise by law, in which case it will notify the Customer unless legally prohibited; ensure persons authorised to Process the data are subject to confidentiality obligations; implement appropriate technical and organisational measures in accordance with Article 32 UK GDPR and the Security clause of these Terms; assist the Customer by appropriate technical and organisational measures, insofar as possible, in responding to Data Subject requests and in ensuring compliance with its obligations under Articles 32 to 36 UK GDPR, taking into account the nature of Processing and the information available to the Company; and make available information reasonably necessary to demonstrate compliance with Article 28 UK GDPR.

4 SUBPROCESSORS

The Customer grants the Company general written authorisation to appoint Subprocessors to Process Customer-controlled Personal Data. The Company's current Subprocessors are listed in Section 9 of Schedule 2 (as updated from time to time at the URL referenced in that Annex). The Company will give the Customer prior notice of the addition or replacement of a Subprocessor, and the Customer may object on reasonable data-protection grounds within 14 days of notice; if the parties cannot resolve the objection, the Customer may terminate the affected Services on written notice, and the Company will refund prepaid fees attributable to the unused portion of the Subscription Term for those Services, such refund being the Customer's sole remedy. The Company will impose on each Subprocessor data-protection obligations materially equivalent to those in this DPA and remains liable for its Subprocessors' acts and omissions.

5 INTERNATIONAL TRANSFERS

The Company shall not make a restricted international transfer of Customer-controlled Personal Data except where a lawful transfer mechanism applies, including an applicable adequacy decision, the UK International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses, binding corporate rules, or a statutory derogation.

6 PERSONAL DATA BREACH

The Company shall notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer-controlled Personal Data and provide the information reasonably available to it to assist the Customer in meeting its breach-notification obligations.

7 AUDIT

The Company shall permit and contribute to audits, including inspections, conducted by the Customer or an auditor it mandates, no more than once in any 12-month period (unless required by a supervisory authority), on reasonable notice, subject to confidentiality, security requirements, minimal disruption and reasonable costs. The Company may satisfy an audit request by providing relevant third-party certifications or audit reports.

8 RETURN AND DELETION

On expiry or termination, the Company shall, at the Customer's choice, delete or return Customer-controlled Personal Data in accordance with the Data Export, Retention and Deletion clause of these Terms, unless law requires continued retention. Residual copies in routine encrypted backups will be deleted in the ordinary rotation cycle.

9 SUBPROCESSORS

The Company's current Subprocessors are listed in section 9 of this Schedule 2, as updated from time to time in accordance with this clause.

Sub-Processor	Location	Purpose / Services	Transfer Safeguard	Website
Google Cloud Platform	United Kingdom	Cloud infrastructure, data storage, processing and authentication	Not applicable, data hosted in the UK	https://firebase.google.com/terms/subprocessors
Supabase, Inc.	London (eu-west-2)	Database hosting, authentication and file storage	Data hosted in the UK. Any US access covered by the UK Addendum to the EU Standard Contractual Clauses	https://supabase.com
Cloudflare, Inc.	United States (global network)	Content delivery, DNS, DDoS protection and web application security	UK Extension to the EU-US Data Privacy Framework and/or UK Addendum to the EU Standard Contractual Clauses	https://www.cloudflare.com
OpenAI OpCo, LLC	United States	AI language model processing for TalkBot and document generation	UK Addendum to the EU Standard Contractual Clauses	https://openai.com
Anthropic, PBC	United States	AI language model processing for TalkBot and document generation	UK Extension to the EU-US Data Privacy Framework and/or UK Addendum to the EU Standard Contractual Clauses	https://www.anthropic.com
Stripe, Inc.	United States	Payment processing and fraud prevention	UK International Data Transfer Agreement and/or UK Addendum to the EU Standard Contractual Clauses	https://stripe.com
Customer.io (Peaberry Software Inc.)	European Union	Customer email and messaging	EU covered by UK adequacy regulations. Any US access covered by the UK Extension to the EU-US Data Privacy Framework	https://customer.io