

RedactXpert TERMS OF SERVICE

July 2026

These Simpson Associates Terms of Service (“**Terms of Service**” or “**Terms**”) govern access to and use of the Simpson Associates Information Services Limited’s (“**Simpson**” “**we**,” or “**us**”) RedactXpert application at app.redactxpert.ai, Documentation and associated plug-ins and services including Support but excluding any professional services (collectively, the “**Services**”). Individuals or entities who access and/or use the Services or create an account and their Authorised Users are collectively referred to as “**Customers**”. Customers may be referred to in these Terms as “you” and “your” as applicable.

These Terms are in addition to, and do not nullify, any other agreement between you and us or any other applicable terms and conditions found on the Services. The words ‘Terms’, ‘Terms of Service’ and ‘Agreement’ are used interchangeably and mean this agreement governing your access to and use of the Services, including any Order Forms, schedules, policies, or other documents expressly incorporated by reference.

By purchasing, renewing, accessing or using the Services, you agree to be bound by the then-current version of these Terms. You also agree to comply with all applicable laws and regulations, as well as all rules or restrictions that are communicated to you relating to the Services. If you do not agree to these Terms, you are not authorised and must cease using the Services immediately.

1. DEFINITIONS

- 1.1 “**Affiliate**” means, in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where “control” means ownership of more than 50% of the voting interests of the entity or the ability to direct its management and policies.
- 1.2 “**AI Functionality**” means any feature or component of the Services that uses machine learning, statistical models, large language models, or other algorithmic techniques to generate, predict, recommend, classify, extract, transform, summarise, or otherwise process information, including by producing outputs in response to prompts or other inputs including identification of potential personal data.
- 1.3 “**Authorised Users**” means any individual end user authorised by Customer to access and use the Services under Customer’s Account. Users may include Customer’s employees, contractors, or other personnel (and those of Customer’s Affiliates) who are granted access credentials and “Users” shall be interpreted accordingly.
- 1.4 “**Controller**”, “**Processor**”, “**Information Commissioner**”, “**Data Subject**”, “**Personal Data**”, and “**Processing**” shall have the meanings given to them in the Data Protection Laws.
- 1.5 “**Customer Account**” means the account established by or on behalf of the Customer that enables Authorised Users to access and use the Services via their own log-in credentials under an active Subscription.
- 1.6 “**Customer Account Data**” means Personal Data relating to the Customer’s representatives, Authorised Users, billing contacts, and administrators, including names, business contact details, login credentials, role and access permissions, usage and activity logs, support communications, and similar information processed by Simpson in connection with the establishment, administration, security, and provision of the Services to the Customer, in respect of which Simpson acts as Controller and does not include in any form Customer Material or Customer Material Personal Data.

- 1.7 **“Customer Material”** means the documents and data uploaded or provided by the Customer or its Authorised Users, either directly or indirectly, to the Services.
- 1.8 **“Customer Material Personal Data”** means Personal Data contained within Customer Materials uploaded, transmitted, or processed through the Services by or on behalf of the Customer, in respect of which the Customer is the Controller and Simpson acts as Processor.
- 1.9 **“Customer Outputs”** is as defined in clause 12.1
- 1.10 **“Data Protection Addendum”** or **“DPA”** means the addendum governing the processing of personal data in connection with the Services, available [here](#), and forming an integral part of this Agreement.
- 1.11 **“Data Protection Laws”** means (i) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and/or (ii) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Simpson is subject, which relates to the protection of personal data.
- 1.12 **“Documentation”** means the document(s) and other materials, including the Services Specification, made available to the Customer by Simpson online via the [documentation centre](#), the [trust centre](#), or such other web address notified by Simpson to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.
- 1.13 **“EU GDPR”** means the General Data Protection Regulation ((EU) 2016/679).
- 1.14 **“Initial Subscription Term”** means the initial period during which Customer is entitled to access and use the Services, as specified in the Order Form, commencing on the Subscription Start Date and continuing until terminated or renewed in accordance with clause 16.
- 1.15 **“Intellectual Property Rights”** means all patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, business names, domain names, database rights, design rights, rights in software and algorithms, rights in confidential information (including know-how and trade secrets), and all other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for, and be granted, such rights anywhere in the world.
- 1.16 **“Order Form or Order”** means a written or electronic order form, order confirmation, or online order issued by Simpson or its Affiliates that details:
- the Subscription;
 - the Subscription Term;
 - the Subscription Fee;
 - the selected Subscription Plan; and
 - the number of Authorised Users and Pages.
- 1.17 **“Page(s)”** means a document page that has been uploaded to the Services by or on behalf of the Customer, and the page is available via the Services for the User to interact with.
- 1.18 **“Professional Services”** means consulting, training, implementation or other professional services provided by Simpson in relation to the Services and delivered under Simpson’s professional services terms and conditions.
- 1.19 **“Renewal Period”** has the meaning given in clause 16.1
- 1.20 **“Services”** means the Simpson RedactXpert Software including any related services subscribed to by the Customer, such as Support, as specified in the Order Form but excluding any Professional Services.
- 1.21 **“Subscription”** means the overall subscription purchased by the Customer under an Order Form for access to and use of the Services during the Subscription Term.
- 1.22 **“Subscription Fee”** means the recurring fees payable by Customer for access to and use of the Services during the applicable Subscription Term, as set out in the Order Form (including fees based

on the number of Authorised Users and Pages, excluding any one-time implementation fees, Professional Services fees, taxes, and reimbursable expenses.

- 1.23 **“Subscription Start Date”** means the date the Customer’s access to the Services commences as detailed in the Order Form.
- 1.24 **“Subscription Term”** means the term detailed in the Order Form and shall include the Initial Subscription Term and any Renewal Periods.
- 1.25 **“Subscription Plan”** means the specific plan selected by the Customer and detailed in the Order Form which sets the Customer’s entitlements for the relevant Subscription, including as applicable the number of Authorised Users, page allowance, functionality, service levels and fees. **“Support Policy”** means the policy setting out the technical support services Simpson provide to the Customer in connection with the Services, including the scope of support, available support channels, hours of availability, target response times, and any limitations or exclusions. The Support Policy is published on our website at [URL] (or such other location as we may notify from time to time). We may update the Support Policy at our discretion, provided that any material reduction in support service levels will not take effect for the Customer’s current Subscription Term.
- 1.26 **“Third Party Services”** means any third-party applications, software, products, content, websites, plug-ins, integrations, APIs, or services that are made available through, integrated with, or accessed via the Services, whether provided by us, the Customer, or a third party.
- 1.27 **“UK GDPR”** has the meaning given to it in the Data Protection Act 2018

2. ELIGIBILITY

- 2.1. The Services are offered solely for business use. By accessing or using the Services, you represent and warrant that you are acting on behalf of a business or other legal entity and that you have the authority to bind that entity to these Terms.
- 2.2. Where you accept these Terms on behalf of an organisation or other legal entity, references to “you” and “your” in these Terms refer to that entity. If you do not have the required authority, or do not meet these requirements, you must not access or use the Services.

3. THE SERVICES

- 3.1. Simpson provides cloud-hosted software services that use AI Functionality, optical character recognition ("OCR") and probabilistic pattern-matching technologies to detect personally identifiable information and other categories of sensitive content within Customer Materials for Customer review and redaction. The Customer acknowledges that such technologies are inherently probabilistic and do not guarantee 100% detection accuracy. The Services are an assistive technology and do not use autonomous decision-making capabilities. The Services outputs are designed to require human review before any redaction is finalised as the Services identify potential personal data, not confirmed personal data.
- 3.2. Subject to these Terms, Simpson will make the Services available to you on a hosted, software-as-a-service basis via the internet solely for your internal business operations substantially in accordance with the Documentation and using reasonable skill and care. You may access and use the Services during the Subscription Term in accordance with these Terms and any usage limits or restrictions detailed in this Agreement.
- 3.3. To access the Services, you must create a Customer Account and provide accurate, complete, and up-to-date information. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account, whether authorised by you or not. You must not share your credentials or allow anyone other than Authorised Users to access the Services

through your account via their own log-in credentials. You must notify us promptly of any unauthorised use of your account or credentials. We are not responsible for any loss or damage arising from unauthorised access to your account, except to the extent caused by our breach of these Terms.

- 3.4. You will promptly notify us of any suspected breach of these Terms by an Authorised User and will cooperate with us to address the suspected breach. We may suspend or terminate any Authorised User's access to the Services upon notice to you in the event that we reasonably determine that such Authorised User has breached these Terms.
- 3.5. Simpson may provide Professional Services where detailed in the Order Form and any Professional Services shall be provided under Simpson's separate professional services terms and conditions.

4. SERVICE AVAILABILITY AND SUPPORT

- 4.1 The Services are provided on an "as is" and "as available" basis. Simpson will use commercially reasonable efforts to make the Services available, subject to planned maintenance, emergency maintenance, and events outside its reasonable control. Planned maintenance will be carried out in accordance with the Documentation, and Simpson will use reasonable efforts to provide advance notice where practicable. Simpson is not responsible for any unavailability, delay, or degradation of the Services resulting from failures or limitations of communications networks, internet connectivity, or other third-party infrastructure. The Customer acknowledges that the use of the Services may be subject to interruptions, delays, and other issues inherent in the use of such cloud-based systems.
- 4.2 Any accuracy metrics, key performance indicators, benchmarks or detection rates referenced in this Agreement, the Order Form, the Documentation, or any marketing or pre-contractual materials (together, "**Accuracy Metrics**") are:
 - (a) unless otherwise specified in the Agreement indicative only and do not constitute a representation, warranty or service level commitment in respect of the performance of the Services on the Customer's own documents; and
 - (b) dependent on the factors set out in clause 4.3 below.
- 4.3 The Customer acknowledges and agrees that the accuracy of detection performed by the Service is materially dependent on, and may be reduced by, factors outside the reasonable control of Simpson, including:
 - (a) the format, quality and legibility of source documents, including but not limited to scan resolution, image noise, page rotation or skew, redactions, watermarks, overlapping content, low contrast, and the presence of handwriting;
 - (c) the manner in which content has been captured, formatted or embedded within the source document (including content embedded in images, screenshots, signatures, stamps, tables, form fields or non-standard layouts);
 - (d) content in the source document that is altered, partial, abbreviated, truncated, obscured, or otherwise incomplete;
 - (e) the absence of sufficient surrounding context to enable contextual recognition of an item as Personal Data;
 - (f) the language, script, character set, or regional formatting of the content; and
 - (g) the performance and capability of the underlying third-party OCR and Personal Data recognition services including the AI Functionality.

- 4.4 Simpson will use reasonable endeavours to ensure that, where a Personal Data item appears more than once within a single document, such repeated occurrences are consistently identified across the Service's automated detection and manual search functionality, provided that each such occurrence is successfully recognised by the underlying OCR and Microsoft recognition models. This commitment does not apply to, and Simpson gives no assurance in respect of, any occurrence of a repeated item that is:
- (a) not captured correctly by OCR due to document quality, formatting, embedded images, handwriting, or other factors set out in clause 4.3;
 - (b) altered, abbreviated, partial or otherwise incomplete in the source document such that the repeated occurrence does not present in the same form as the original; or
 - (c) outside the capability of Microsoft's prebuilt recognition models.
- 4.5 We may update, modify, or enhance the Services from time to time, including by changing system architecture, security measures, or third-party integrations. We may also discontinue or modify individual features, provided that such changes do not materially reduce the overall functionality of the Services. Where a change is reasonably likely to have a material adverse effect on your use of the Services, we will provide reasonable prior notice. If we make a change that materially and negatively affects the agreed scope of the Services, or we discontinue the Services completely, you may terminate this Agreement. Such termination shall be your sole and exclusive remedy, and Simpson shall have no liability for any compensation, damages, or other claims arising from the change or termination.
- 4.6 Simpson will provide support in accordance with its Support Policy ("**Support**"). Support does not include technical support, assistance, maintenance and similar support which is caused by or relating to Customer's own IT environment.
- 4.7 Simpson has implemented and will maintain appropriate technical and organisational security measures designed to protect the integrity, availability, and confidentiality of the Services and data therein. These are detailed in its information security policy available [here](#). Simpson adheres to the ISO/IEC 27001 framework, and operations are ISO/IEC 27001 certified (certificate available [here](#)).
- 4.8 Simpson may use its Affiliates and third-party subcontractors in the provision of the Services. Simpson remains responsible for the performance of the Services in accordance with this Agreement. Any Affiliates or subcontractors that process Personal Data on Simpson's behalf will be subject to confidentiality and data protection obligations consistent with the Data Processing Addendum and are listed or notified in accordance with the DPA.

5 FREEMIUM

- 5.1 Simpson may offer free access to its Services for a trial period ("Freemium"). Freemium access will expire at the earlier of: (i) the end of the applicable trial period, (ii) the start date of any paid subscription for the Service, or (iii) termination by Simpson at its discretion. Either party shall further have the right to terminate the Freemium access anytime. Freemium is limited to the maximum number of Authorised Users and Pages specified by Simpson. If Customer transitions to a paid subscription, subscription fees will be charged from the commencement date of the paid subscription.
- 5.2 Any data Customer enters into the Services when using Freemium, and any customizations made to the Services by Customer during Freemium, will be permanently lost unless Customer purchases a subscription to the same services as those covered by the trial, purchases applicable upgraded services, or exports such data before the end of the trial period. Simpson is not responsible for retaining, exporting, or recovering Customer Data after Freemium ends.

- 5.3 Any Freemium or trial services are provided on an “as is” and “as available” basis, without any warranties, representations, or guarantees of any kind, whether express or implied, including as to availability, accuracy, security, or fitness for purpose. No service levels, support commitments, or indemnities apply to Freemium. To the maximum extent permitted by applicable law, Simpson shall not be liable for any loss or damage arising out of or in connection with the use of Freemium, including any service interruptions, data loss, security incidents, or issues arising from third-party services or integrations.
- 5.4 Nothing in these Terms excludes or limits liability that cannot be excluded under applicable law, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation. Subject to the foregoing, Simpson’s total aggregate liability in connection with Freemium or any trial of or non-paid use of the Services shall not exceed one thousand pounds GBP (£1,000).

6 USE OF SERVICES AND CONTENT

- 6.1 Customer’s use of the Services is limited to the Subscription Plan selected in the Order Form and the number of Authorised Users and Pages specified in the Order Form. If the Customer exceeds the limits, Simpson may invoice for the excess usage at the applicable rates and/or require the parties to agree a written variation to the Order Form.
- 6.2 Each User is assigned unique log in credentials, which may not be shared. Customer may add or remove Users provided the total number of Users remains within the limit specified in the Order. If the Customer exceeds the limits, Simpson may invoice for the excess usage at the applicable rates and/or require the parties to agree a written variation to the Order Form.
- 6.3 The Customer is responsible for all use of the Services under its Account, including compliance by its Users with this Agreement. Customer shall:
- (i) use the Services solely for its internal business purposes and in accordance with this Agreement;
 - (ii) obtain and maintain all rights, consents, and approvals required for Simpson to provide the Services, including any consents required for the lawful processing of personal data;
 - (iii) manage and control access to the Services, ensure that only Authorised Users use the Services and that each User maintains the confidentiality of their login credentials;
 - (iv) promptly notify Simpson of any actual or suspected unauthorised access or security incident that could reasonably be expected to affect the Services;
 - (v) comply with all applicable laws and regulations, including the EU AI Act where applicable, and any applicable third-party terms when using the Services, including intellectual property, and data protection laws;
 - (vi) ensure that human review is undertaken of data identified as potential personal data by the Services prior to redaction, and
 - (vii) access the Services using a supported web browser, as notified by Simpson from time to time.
- 6.4 By using the Services, you must not, must ensure your Authorised Users do not and must not permit any third party to:
- (i) use the Services in a way that violates applicable law or infringes the rights of any person;
 - (ii) copy, modify, reverse engineer, decompile, or attempt to extract the source code, underlying models, algorithms, or proprietary technology of the Services, except to the extent expressly permitted by law;

- (iii) sell, resell, sublicense, lease, or otherwise make the Services available to any third party, except as expressly permitted by this Agreement;
- (iv) interfere with or disrupt the integrity, security, or performance of the Services, including by attempting to bypass safeguards or access systems or data without authorisation;
- (v) upload, transmit, or process Customer Material that:
 - (a) is unlawful, infringing, defamatory, obscene, pornographic, abusive, or harmful;
 - (b) violates the privacy or publicity rights of any person;
 - (c) contains malware, viruses, or other malicious code;
 - (d) impersonates any person or entity or misrepresents your affiliation with any person or entity; or
 - (e) contains Personal Data of children under the age of 13 (or the applicable age of digital consent in your jurisdiction);however, in respect of sub-paragraphs (a), (b) and (e) such prohibitions shall not apply where the Customer is processing such content for a lawful purpose within the scope of its regulatory, investigatory, safeguarding, law enforcement, legal, medical, or similar professional functions, and is legally authorised to do so;
- (vi) access or use the Services for the purpose of developing or operating products or services intended to be offered to third parties in competition with Simpson or allow access to your Account by a direct competitor of Simpson; or
- (vii) access or use the Services in violation of applicable export control, sanctions, or embargo laws.

7. THIRD-PARTY SERVICES

- 7.1 The Services may integrate with, use, or provide access to Third Party Services. Any such Third Party Services are provided by their respective providers and not by Simpson. Subject to clause 7.2 Simpson does not warrant, support or assume any liability for Third-Party Services (including their availability, performance, security, connectivity or any impact on Customer Material or Customer Account Data). Third-Party Services are provided “as is”, and any integration, interaction or data exchange between Customer and a Third-Party Service (including any outage, interruption or failure to provide data or functionality) is at Customer’s sole risk and Simpson shall not be liable for any resulting loss, damage or liability.
- 7.2 The exclusions of liability for Third-Party Services in clause 7.1 do not apply to sub-processors directly engaged by Simpson to deliver the Services. Our liability for the performance of the Services, including any reliance on sub-processors, is governed by our Support Policy and paragraph 15 of these Terms, Limitation of Liability.
- 7.3 Simpson may offer integrations with Third-Party Services selected by the Customer but does not guarantee their continued availability or compatibility. If such a Third-Party Service ceases to be available or interoperable with the Service, Simpson may discontinue related features without any obligation to provide a refund, credit, or compensation.

8. FEES, INVOICING AND PAYMENT

- 8.1 Subscription Fees are based on the Subscription purchased under the applicable Order Form, the selected Subscription Plan, and the applicable number of Authorised Users and Pages (or any other agreed usage entitlements) set out in the Order Form.

- 8.2 If the Customer wishes to make any change to the Subscription during the Subscription Term, including any change to the selected Subscription Plan or any increase or decrease in the number of Authorised Users or Pages, such change shall constitute a variation to the Order Form and must be agreed by the parties in writing. The Customer may request increases in Pages and Authorised Users, but may not reduce Pages and Authorised Users, during the Subscription Term unless otherwise agreed by Simpson in writing. Decreases to the selected Subscription Plan including reduction in the number of Authorised Users and/or Pages shall not take effect until the next Renewal Period unless Simpson expressly agrees otherwise in writing.
- 8.3 Where you wish to increase the quantity of Pages or number of Authorised Users during the Subscription Term and such variation is agreed in writing, the Order Form shall be updated and the Customer shall pay the additional Subscription Fees applicable to those additions. Unless otherwise agreed, any such additions shall apply for the remainder of the then-current Subscription Term.
- 8.4 Subscription Fees are payable in advance and are invoiced as detailed in the Order Form. Unless otherwise stated in an Order Form, invoices for renewal subscription terms may be issued following the expiry of the applicable non-renewal notice period, and all invoices are payable within seven (7) days of the invoice date. Except as required by applicable law or expressly stated in this Agreement, all Subscription Fees are non-refundable. Customer shall pay all Subscription Fees directly to the Simpson entity issuing the invoice.
- 8.5 If any undisputed amount is not paid by its due date, Simpson may, without limiting its other rights or remedies, charge interest on the overdue amount at a rate of 1% per month (or the maximum rate permitted by law, if lower) from the due date until payment is received, and recover its reasonable costs of collection, including legal fees and statutory recovery costs where applicable.
- 8.6 If any undisputed amount remains unpaid for fourteen (14) days or more, Simpson may, on at least seven (7) days' prior notice, suspend access to the Services until payment is made in full and/or accelerate all outstanding fee obligations so that they become immediately due and payable. Simpson will not exercise its suspension or acceleration rights in respect of amounts that are being disputed reasonably and in good faith, provided the Customer is cooperating diligently to resolve the dispute.
- 8.7 Subscription Fees are exclusive of all taxes, duties, levies, or similar governmental charges (including VAT), which shall be borne by the Customer. If Customer is required by law to withhold or deduct any amount from a payment to Simpson and Simpson cannot recover that amount through reasonable efforts, the payment shall be increased so that Simpson receives the amount it would have received had no withholdings or deductions been made.
- 8.8 Simpson may adjust Subscription Fees no more than once per year by providing Customer prior written notice. Any fee adjustment will apply only to additions to the Order or renewal periods following the effective date of the adjustment (and, for multi-year subscriptions, annually unless otherwise agreed). Simpson may implement immediate fee adjustments where required due to changes in applicable taxes, duties, tariffs, or regulatory measures affecting the Services. Simpson will provide written notice of any increase to Subscription Fees in advance of a renewal to enable the Customer to exercise its non-renewal rights.

9. INTELLECTUAL PROPERTY

- 9.1 Except for Customer Material and Customer Outputs, all Intellectual Property Rights in and to the Services, including but not limited to any software, documentation, models, algorithms, machine learning systems, training methodologies, prompts, templates, workflows, enhancements, know-how, redaction logic, usage patterns and related materials, including any Customer bespoke fixes, enhancements or other developments created at the request of the Customer are and shall remain

vested in Simpson or its licensors. No Intellectual Property Rights pass to Customer or Users by reason of their access to, use of or any other interaction with the Services.

- 9.2 Except for the limited right to access and use the Services during the applicable Subscription Term in accordance with this Agreement, no other rights are granted to the Customer except as expressly set out in this Agreement.
- 9.3 Simpson shall defend the Customer against any third-party claim that the Services as provided by Simpson and used by Customer in accordance with this Agreement infringe a third party's Intellectual Property Rights subsisting in the UK, and shall indemnify the Customer against any damages and costs awarded by a court of competent jurisdiction or agreed in settlement, provided that the Customer:
- (i) promptly notifies Simpson of the claim;
 - (ii) does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Simpson in the defence and settlement of such claim, at Simpson's expense; and
 - (iii) gives Simpson sole authority to defend or settle the claim.
- 9.4 If such a claim arises, Simpson may, at its option and expense:
- (i) procure for the Customer the right to continue using the Services;
 - (ii) modify or replace the affected part of the Services so that it becomes non-infringing; or
 - (iii) if neither (i) nor (ii) is reasonably available, terminate the affected Services and refund any prepaid fees covering the unused portion of the Subscription Term.
- 9.5 Simpson shall have no liability under clause 9.3 to the extent that any claim arises from:
- (i) use of the Services in combination with software, data, or services not supplied or authorised by Simpson;
 - (ii) modification of the Services by anyone other than Simpson;
 - (iii) use of the Services other than in accordance with this Agreement including the Documentation;
 - (iv) Customer Material or content supplied by or on behalf of the Customer;
 - (v) Customer's breach of this Agreement; or
 - (vi) continued use of the Services after notice of an alleged infringement that could reasonably have been avoided.

This clause 9 sets out the Customer's sole and exclusive remedy, and Simpson's entire liability, for any third- party Intellectual Property Rights infringement claim relating to the Services.

- 9.6 During the Subscription Term, the Customer grants Simpson the right to use the Customer's name and logo solely to identify the Customer as a user of the Services in Simpson's marketing materials, website, and promotional content, in accordance with any trademark usage guidelines provided by the Customer. The Customer may withdraw this consent at any time upon written notice.
- 9.7 If the Customer or its Authorised Users provide suggestions, comments, or other feedback relating to the Services ("Feedback"), the Customer grants Simpson an irrevocable, worldwide, royalty-free licence to use, modify, and incorporate such Feedback into the Services without restriction or obligation. To the extent permitted by law, the Customer waives any moral rights in the Feedback.

10. CUSTOMER MATERIAL

- 10.1 The Customer may share Customer Material with Simpson, or Simpson may otherwise have access to Customer Material, in connection with the use of the Services. Any Customer Material Personal Data will be processed in accordance with the Data Protection Addendum.
- 10.2 The Customer retains all rights, title, and interest in and to all Customer Material including any Intellectual Property Rights relating thereto. Customer is responsible for ensuring that Customer Material is complete, accurate and lawfully used.
- 10.3 Customer grants Simpson, its Affiliates and applicable licensors, a worldwide, royalty-free, non-exclusive license to host, copy, use, transmit, display and otherwise process Customer Material solely as necessary to provide, maintain, support and operate the Services in accordance with this Agreement. Except for the limited licence expressly granted above, Simpson acquires no right, title, or interest in or to any Customer Material as a result of this Agreement.
- 10.4 Customer acknowledges and agrees that Simpson may collect and use Customer Account Data in an aggregated and anonymised form ("**Aggregated Use Data**"). Simpson owns all rights, title, and interest in and to the Aggregated Use Data and may use it for lawful business purposes, including analytics, benchmarking, and improving or enhancing Simpson products and services.

11. DATA PROTECTION

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Laws.
- 11.2 Where Simpson processes Customer Material Personal Data, the Customer is the Controller and Simpson is the Processor. Such processing shall be governed by the Data Processing Addendum appended to these Terms and also available at [URL] ("DPA"), which is incorporated into and forms part of this Agreement.
- 11.3 Simpson processes Customer Account Data as an independent Controller for the purposes of establishing, administering, securing, billing, supporting, and improving the Services, and for related service communications and aggregated usage analytics. Simpson's processing of Customer Account Data is described in Simpson's Privacy Policy available at [URL] ("Privacy Policy"). Individuals may exercise their data subject rights in respect of Customer Account Data in accordance with the Privacy Policy.
- 11.4 The Customer warrants that it has and will maintain throughout the Subscription Term all necessary consents, permissions, lawful bases, and notices required under Data Protection Laws:
 - (a) to enable the lawful transfer of Customer Material Personal Data to Simpson, and the lawful processing of such data by Simpson, for the purposes of and in accordance with this Agreement and the DPA; and
 - (b) to enable the lawful provision of Customer Account Data to Simpson for processing in accordance with the Privacy Policy,including (where applicable) explicit consent in respect of any special category or criminal offence personal data, and the provision of all required notices to the relevant data subjects.
- 11.5 In the event of any inconsistency or conflict between the Privacy Policy and this Agreement (including the DPA), the terms of this Agreement and the DPA shall prevail. The DPA shall prevail over the body of these Terms in respect of the processing of Customer Material Personal Data.

12. USE OF AI IN THE SERVICES AND CUSTOMER OUTPUTS

- 12.1 The Services use AI Functionality to generate outputs, recommendations, classifications, predictions, summaries, or other content including to assist with identification and highlighting of potential personal data in Customer Material for Customer review and redaction (“Customer Outputs”).
- 12.2 Customer acknowledges that the Services are intended only to assist with identifying Personal Data. Customer Outputs are produced by automated OCR and pattern-recognition processes which are probabilistic in nature. Customer Outputs may therefore contain false positives, false negatives, or other inaccuracies or omissions, and should not be relied upon as the sole means of identifying Personal Data for redaction and Customer remains solely responsible for independently reviewing and validating them before relying on or implementing them. Without limiting any other exclusion or limitation of liability in this Agreement, Simpson does not warrant that the Service will detect every instance of Personal Data or sensitive content in any document and, except for the limited reasonable endeavours obligations expressly set out in this Agreement, the Service is provided on an “as is” basis in respect of detection accuracy.
- 12.3 The Services and any Customer Outputs do not constitute legal, financial, regulatory, or other professional advice. Unless expressly agreed in writing, the Services are not designed to produce decisions that have legal or similarly significant effects on individuals without meaningful human review.
- 12.4 Simpson may process Customer Material using AI Functionality solely to provide, operate, maintain, and secure the Services. Simpson shall not use Customer Confidential Information or Customer Material Personal Data to train foundation models or third-party AI models.
- 12.5 Simpson may use third-party AI service providers in delivering AI Functionality. Simpson does not warrant the continued availability of any specific AI model and may replace AI components with substantially similar functionality. Third-party AI components may be subject to additional terms or acceptable use requirements, which the Customer agrees to comply with where notified.
- 12.6 Simpson shall implement and maintain reasonable governance, risk management and security measures in respect of AI Functionality consistent with applicable law. Simpson shall provide reasonable information, upon written request, regarding the general role of AI Functionality within the Services to support the Customer’s compliance obligations.
- 12.7 The Customer is solely responsible for:
- (i) determining whether its use of the Services complies with applicable laws and regulations;
 - (ii) conducting any required impact assessments; and
 - (iii) ensuring that all individuals whose Personal Data is submitted to or processed through the Services are provided with all legally required notices and disclosures, including (where applicable) disclosures relating to the use of artificial intelligence or automated processing, and that a valid lawful basis for such processing has been established.
- 12.8 Subject to payment of the Subscription Fees, Simpson assigns to the Customer any rights it may have in Customer Outputs generated specifically for the Customer.
- 12.9 Simpson retains all rights (whether licensed or owned) in:
- (i) the AI models and algorithms;
 - (ii) improvements to the AI systems; and
 - (iii) anonymised and aggregated metric data.
- 12.10 Without prejudice to the general exclusions and limitations of liability in this Agreement, Simpson shall not be liable for any loss arising from:
- (a) inaccuracies or hallucinations in Customer Outputs;

- (b) reliance on Customer Outputs (including any regulatory penalties); or
- (c) decisions or actions taken by the Customer or its Users based on Customer Outputs.

13. CONFIDENTIALITY

- 13.1 Confidential Information means all information disclosed by or on behalf of a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, financial information, technology, software (including source code and object code), algorithms, models, trade secrets, product designs, technical documentation, security information, pricing, customer data, and the terms of this Agreement.
- 13.2 Confidential Information does not include information which the Receiving Party can demonstrate by written evidence:
- (i) is or becomes publicly available other than as a result of a breach of this Agreement;
 - (ii) was lawfully in its possession before disclosure by the Disclosing Party;
 - (iii) is lawfully received from a third party without restriction on disclosure;
 - (iv) is independently developed without use of or reference to the Disclosing Party’s Confidential Information; or
 - (v) is disclosed with the prior written consent of the Disclosing Party.
- 13.3 The Receiving Party shall:
- (i) protect the Disclosing Party’s Confidential Information with at least the same level of care it uses to protect its own Confidential Information, but no less than reasonable care;
 - (ii) use the Confidential Information only for the purposes of fulfilling its obligations or exercising its rights under this Agreement (“Purpose”); and
 - (iii) not disclose Confidential Information to any person except to its employees, contractors, or advisors who need to know the information for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement.
- 13.4 The Receiving Party may disclose Confidential Information if required by law, regulation, court order or stock exchange requirement, provided that, where legally permitted, it gives the Disclosing Party prior notice and reasonable assistance to contest or limit the disclosure. Additionally, the Receiving Party may disclose the terms of this Agreement to actual and potential investors, lenders, and acquirers, and their professional advisors, in connection with evaluating an investment or acquisition.

14. CUSTOMER INDEMNITY

- 14.1 Customer shall defend, indemnify and hold harmless Simpson, its Affiliates and their respective directors, officers, employees and agents from and against any and all claims, demands, actions and proceedings brought by a third party, and all related losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with:
- (a) Customer Data, including any allegation that Customer Data (or Simpson’s processing of Customer Data in accordance with this Agreement) infringes, misappropriates or otherwise violates any intellectual property right, privacy right or other right of any third party, or is unlawful, defamatory or harmful;

- (b) Customer's or any User's access to or use of the Services in breach of this Agreement, the Documentation, or applicable law (including data protection, consumer protection, employment, surveillance/monitoring, and export controls/sanctions laws);
 - (c) Customer's or any User's use of AI Functionality or AI Outputs, including (i) any decision made or action taken by Customer in reliance on AI Outputs, (ii) Customer's use, publication, disclosure or distribution of AI Outputs, or (iii) Customer's failure to perform appropriate human review or validation of AI Outputs; and/or
 - (d) Customer's combination of the Services or any AI Outputs with third-party products, services, data or content, where the claim would not have arisen but for such combination.
- 14.2 Simpson will give Customer prompt notice of any claim and reasonable cooperation at Customer's expense. Customer will control the defence and settlement, provided no settlement may impose any liability or obligation on, or admit fault by, Simpson without Simpson's prior written consent.

15. LIMITATION OF LIABILITY

- 15.1. The following definitions apply in this clause 15:
- (a) liability: every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise; and
 - (b) default: any act or omission resulting in one party incurring liability to the other.
- 15.2. Except as expressly and specifically provided in this Agreement:
- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Simpson shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to Simpson by the Customer in connection with the Services, or any actions taken by Simpson at the Customer's direction;
 - (b) Simpson shall have no liability for any loss or liability arising in connection with any reliance on AI Outputs; and
 - (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 this Agreement.
- 15.3. Nothing in this Agreement excludes Simpson's liability:
- (a) for death or personal injury caused by Simpson's negligence;
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) for any other liability that cannot be excluded or limited by applicable law.
- 15.4. Subject to clause 15.2 and clause 15.3:
- (a) Simpson shall have no liability for any:
 - (i) loss of profit;
 - (ii) loss of reputation;
 - (iii) loss of business;
 - (iv) wasted expenditure;
 - (v) depletion of goodwill and/or similar losses;

- (vi) loss or corruption of data or information, or
- (vii) any special, indirect or consequential loss, costs, damages, charges or expenses;
- (b) Simpson's total aggregate liability to the Customer in respect of all liability and defaults in any 12 consecutive month period shall not exceed the Cap as defined in clause 15.4 (c) except for liability arising from third party claims for infringement of intellectual property rights, which shall be subject to the limit in clause 15.6.
- (c) The Cap is equal to the Subscription Fees paid or payable by Customer in the 12 months immediately preceding the date of the event or first of a series of related events giving rise to the claim or liability.

15.5. The cap in clause 15.4 (b) shall not apply to the Customer's obligation to pay the Subscription Fees.

15.6. Any liability arising in connection with any alleged or actual infringement of third-party intellectual property rights by the Customer through use of the Services including liability arising under the indemnity at clause 9.3, shall be limited to and will not exceed three times (3x) the Cap in any 12 consecutive month period.

16. TERM, TERMINATION & RIGHT TO SUSPEND

- 16.1 Unless otherwise stated in the Order Form or agreed in writing, the Subscription Term shall commence on the Subscription Start Date and shall continue for the Initial Subscription Term and thereafter shall automatically renew for successive periods of 12 months (each a "Renewal Period") unless;
- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - (b) It is otherwise terminated in accordance with the provisions of this Agreement.
- 16.2 Either party may terminate this Agreement for cause (i) upon written notice to the other party if such other party materially breaches this Agreement and such breach remains uncured for 30 days after written notice thereof, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 16.3 Upon termination of this Agreement, all rights to access and use the Services granted under the Agreement shall immediately terminate and the Customer shall immediately cease, and ensure all Users cease, all use of the Services.
- 16.4 If this Agreement is terminated by Customer in accordance with clause 16.1 or 16.2, Customer shall be entitled to a pro rata refund for any fees paid for Services not delivered after the termination date. In any other event of termination, irrespective of the grounds for such termination and irrespective of the Party effecting the termination, (i) neither party shall be entitled to a refund or credit of any fees paid or payable prior to the effective date of termination and (ii) Customer will pay any unpaid fees covering the remainder of the then current Subscription Term to the extent permitted by applicable law. For the avoidance of doubt, in no event shall Customer be relieved of its obligation to pay any fees payable to Simpson for the period prior to the effective date of termination
- 16.5 Upon written request from Customer within 30 days after the date of termination or expiry of this Agreement, Simpson will provide the following data only:

- (i) security audit logs;
- (ii) usage metrics; and
- (iii) the Customer's User list.

For the avoidance of doubt, Customer Material uploaded to or generated within the Services (including any files, content, or other materials submitted by or on behalf of Customer) will not be accessible, extractable, or provided by Simpson following the date of termination or expiry. Customer is solely responsible for downloading, exporting, or otherwise extracting its Customer Material from its account prior to the date of termination or expiry. Any Customer Material not extracted by Customer before that date will be securely deleted following termination or expiry, unless continued retention is legally required. Simpson is not obligated to retain, provide, or recover Customer Material. Simpson will not provide:

- (i) non-production data; or
- (ii) third-party data sourced by Simpson (e.g., external datasets).

- 16.6 Simpson may suspend or restrict the Customer's or any Authorised User's access to the Services (in whole or in part) immediately upon notice where Simpson reasonably determines that:
- (a) the Customer has failed to pay any undisputed Fees by the due date;
 - (b) the Customer or an Authorised User is using the Services in breach of this Agreement, the Documentation, or any applicable law;
 - (c) the Customer or an Authorised User's use of the Services poses, or is reasonably likely to pose, a security risk, data protection risk, or operational risk to the Services, to other customers, or to any third party;
 - (d) the Customer or an Authorised User is using the Services in a manner that may cause harm to Simpson's systems, infrastructure, or reputation, including abusive, excessive, or materially unusual usage patterns;
 - (e) such suspension is necessary to comply with applicable law, a regulatory requirement, court order, governmental request, or to prevent an actual or suspected breach of export control, sanctions, or embargo laws; or
 - (f) continued access may expose Simpson to legal or regulatory liability of any kind.
- 16.7 Simpson will use reasonable efforts to ensure that any suspension is limited to the minimum extent and duration necessary to address the relevant issue. Simpson may disable individual features, accounts, or functionality where appropriate rather than suspending all Services.
- 16.8 Simpson will provide advance notice of a suspension where practicable. Where advance notice is not feasible due to urgency or risk, Simpson will notify the Customer as soon as reasonably possible and will work with the Customer in good faith to resolve the underlying issue.
- 16.9 Simpson will restore access promptly once the issue giving rise to the suspension has been resolved to Simpson's reasonable satisfaction. Restoration does not waive Simpson's right to terminate this Agreement for cause or to seek other remedies.
- 16.10 Unless the suspension is solely due to Simpson's breach of this Agreement, Fees shall continue to accrue and remain payable during any period of suspension. Suspensions arising from non-payment, misuse, breach of this Agreement, regulatory reasons, or Customer-caused security issues do not entitle the Customer to any refund, credit, or extension of the Subscription Term.
- 16.11 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

17. GENERAL PROVISIONS

- 17.1 **Governing Law.** This Agreement and any non-contractual obligations arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of England and Wales.
- 17.2 **Jurisdiction.** The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 17.3 **Anti-Bribery and Corruption.** Each party shall comply with all applicable anti-bribery and anti-corruption laws (including the Bribery Act 2010) and shall not offer, give, request or accept any bribe, kickback or other improper payment or advantage in connection with this Agreement. Reasonable and proportionate hospitality and business gifts provided in the ordinary course of business are permitted.
- 17.4 **Change of Agreement.** Simpson may update this Agreement on 30 days' notice for legitimate business, legal, security, or technical reasons (including to reflect changes to the Services or applicable law). Updates take effect on the effective date stated in the notice. Customer's continued use of the Services after that date constitutes acceptance. If Customer does not agree to the update, Customer may terminate the Agreement by giving notice before the effective date; no refunds will be payable.
- 17.5 **Notices.** Notices or approval must be in writing, in English. Notices may be sent by email. Notices to Simpson must be addressed to finance@simpson-associates.co.uk.
- 17.6 **Assignment.** Neither party may transfer its rights or obligations under this Agreement without the other party's written consent, which shall not be unreasonably withheld. A party may assign the Agreement to an Affiliate or as part of a merger, acquisition, or sale of most or all assets to which this Agreement relates. This Agreement remains binding on both parties and their successors.
- 17.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the Services and supersedes all prior agreements, communications, and representations, whether written or oral. Neither party may claim reliance on statements not expressly included herein. In the event of any conflict or inconsistency between the documents forming part of the Agreement, the following order of precedence shall apply: (i) the Order shall prevail with respect to any conflict concerning Subscription Fees, payment terms, or where it expressly states that it overrides a conflicting provision in these Terms or any other document; (ii) the Data Processing Addendum shall prevail over these Terms concerning all matters related to data protection.
- 17.8 **Third Party Rights.** A person who is not a party to this Agreement may not enforce any of its provisions under any legislation otherwise entitling it to do so nor bring a claim for the recovery of any losses, liabilities, expenses or costs arising out of or relating to this Agreement. The consent of any third party is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of this Agreement.
- 17.9 **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 17.10 **Severability.** If any provision in this Agreement is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the remaining provisions of this Agreement will remain in full force and effect.
- 17.11 **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations (other than payment obligations) to the extent caused by an event beyond its reasonable control. The affected party shall notify the other party and use reasonable endeavours to mitigate the effect.

If the force majeure event continues for more than 45 days, either party may terminate this Agreement on written notice.

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