OPBOX LIMITED

Master Subscription Terms

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In short. These Terms govern Opbox's supply of the platform. They apply together with a signed Order Form and, for personal data, the Data Processing Agreement. They are the hosted version referred to in clause 28.

These Master Subscription Terms, together with the Order Form and any SOW, govern the supply of the Subscription by Opbox to the Customer.

1. Interpretation

1.1 In this Agreement, the following definitions apply:

Acceptable Use Policy or **AUP** means the Acceptable Use Policy published by Opbox, as updated in accordance with clause 28.

Agreement means these Terms, the Order Form, the DPA, the Acceptable Use Policy and any SOW entered into by the parties.

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

Business Hours means 09:00 to 17:30 UK time on a Business Day.

Customer means the entity named as such on the Order Form.

Customer Data means the source data (including Personal Data) that the Customer or its Users upload to, or connect to, the Platform.

Data Protection Agreement or **DPA** means the Data Processing Agreement published by Opbox, as updated in accordance with clause 28.

Data Protection Laws means all laws relating to data protection and privacy applicable to a party, including the UK GDPR, the Data Protection Act 2018 and, where applicable, Regulation (EU) 2016/679.

Effective Date means the Start Date stated on the Order Form.

Fees means the fees payable by the Customer as set out in the Order Form, these Terms and any SOW.

Initial Term means the period stated in clause 14.1.

Opbox means Opbox Limited, a company registered in England and Wales under company number 16180216.

Opbox Materials means the items described in clause 7.2.

Order Form means the ordering document signed by the parties which incorporates these Terms.

Personal Data, **controller**, **processor**, **process**, **data subject** and **personal data breach** have the meanings given in the Data Protection Laws.

Platform means the Opbox hosted software and related services made available to the Customer, including any updates and new releases.

SOW means a statement of work for bespoke connection work agreed and signed by the parties.

Subscription means the right to access and use the Platform granted under clause 3.

Term means the Initial Term together with any renewal periods, until the Agreement terminates.

User means an employee, worker or contractor of the Customer or of a permitted affiliate who is authorised by the Customer to use the Platform.

1.2 Clause headings do not affect interpretation. A reference to a statute includes its subordinate legislation and any amendment or re-enactment of it. "Including" and similar expressions are without limitation. Writing includes email.

1.3 **Order of precedence.** If there is a conflict, the following order applies: (a) the SOW (for the bespoke work it covers only); (b) the Order Form; (c) the DPA (for the processing of Personal Data only); (d) these Terms; (e) the Acceptable Use Policy.

2. Scope of Services

2.1 Opbox will provide the Subscription and any onboarding, support and implementation services described in the Order Form and these Terms.

2.2 The Platform connects to Customer systems via file uploads, APIs and other supported methods; unifies and cleanses the data received; and enables consumption of the results through a dashboard, exports, or connection to third-party tools or large language models selected by the Customer.

3. Grant of Rights and Access

3.1 Subject to payment of the Fees and compliance with the Agreement, Opbox grants the Customer a non-exclusive, non-transferable, revocable right for its Users to access and use the Platform during the Term for the Customer's internal business purposes.

3.2 No source code is provided. The Customer must not, and must not permit any third party to: (a) reverse engineer, decompile or disassemble the Platform, except to the extent this restriction cannot lawfully be excluded; (b) resell, sublicense, rent or make the Platform available on a service-bureau or time-sharing basis; (c) copy, modify or create derivative works of the Platform; or (d) remove or obscure any proprietary notice.

3.3 **Affiliates.** The Customer may permit its wholly-owned subsidiaries to use the Subscription, provided that the Customer remains liable for their acts and omissions as if they were its own.

3.4 The Customer is responsible for all activity carried out under its Users' credentials and must notify Opbox promptly of any suspected unauthorised access.

4. Onboarding and Implementation

4.1 Opbox will provide standard onboarding as described in the Order Form.

4.2 Bespoke connections requiring custom development are out of scope of the Subscription. Any such work will be scoped under a separate SOW and invoiced separately in accordance with clauses 12 and 16. Once a bespoke connection is live, the recurring fee stated in clause 16.2 is added to the Subscription.

5. Customer Responsibilities

5.1 The Customer is responsible for: (a) selecting, configuring and maintaining its source system connections; (b) the accuracy, quality, completeness and legality of all data it uploads or

connects; (c) implementing appropriate access controls within its organisation and determining which Users may access which data; and (d) keeping its credentials secure.

5.2 The Customer is responsible for its own contractual arrangements with its source systems and with any downstream business intelligence, analytics or large language model tools to which it connects the Platform.

5.3 **Customer-directed exports.** Where the Customer connects the Platform to third-party tools or large language models of its choosing, the Customer thereby instructs Opbox to export data to those providers, at the Customer's risk. The Customer remains solely responsible for those providers and their processing. Opbox is not a party to the Customer's contract with any such provider and has no liability for what that provider does with the data.

6. Acceptable Use

6.1 The Customer must comply, and must procure that its Users comply, with the Acceptable Use Policy.

6.2 Without limiting clause 6.1, the Customer must not: (a) use the Platform in breach of any applicable law; (b) upload infringing, unlawful or harmful content; (c) attempt to circumvent usage limits, entitlements or security controls; or (d) interfere with the operation of the Platform or with any other customer's use of it.

7. Data Rights and Ownership

7.1 **Customer Data.** As between the parties, the Customer owns all right, title and interest in the source data it uploads or connects to the Platform.

7.2 **Opbox Materials.** As between the parties, Opbox owns all right, title and interest in the Platform, the software, the data model, the schema, the cleansing logic, the unified database created by Opbox, and all derived structures, derivatives, improvements and outputs, excluding the Customer's source data itself. Nothing in this Agreement transfers any ownership interest in the Opbox Materials to the Customer.

7.3 **No post-termination access.** On expiry or termination of the Agreement, the Customer has no access to, and no ownership interest in, the unified database created by Opbox.

7.4 **Aggregated and anonymised data.** Opbox may use data derived from Customer Data to create aggregated and anonymised insights for benchmarking, analytics and product improvement, provided that the resulting output is genuinely anonymous under the Data Protection Laws and does not identify the Customer or any individual.

7.5 **Model training.** Opbox will: (a) only use AI sub-processors whose applicable terms state that customer inputs are not used to train their models; (b) not itself submit Customer Data for the training of any model; (c) use reasonable endeavours to maintain that position; and (d) notify the Customer of any material change to a relevant sub-processor's terms.

8. Personnel Access and Security

8.1 **Access for support.** The Customer acknowledges and agrees that Opbox personnel and authorised contractors, who may be located outside the UK and EEA, may access Customer Data on a least-privilege basis as reasonably necessary to provide, support, maintain and secure the Platform, including for troubleshooting, maintenance and incident resolution. Such access is subject to role-based access control, authentication, logging and auditability.

8.2 **Security.** Opbox will implement and maintain the technical and organisational measures described in Annex 2 to the DPA, including access control and authentication, encryption in transit and at rest, network and infrastructure security, environment segregation, logging and monitoring, backup and disaster recovery, personnel vetting and training, secure development practices, vendor management and incident response.

8.3 Opbox may update its security measures from time to time provided that the overall level of protection is not materially reduced.

9. Data Protection

9.1 **Roles.** In respect of Personal Data uploaded or connected by the Customer, the Customer is the controller and Opbox is the processor. In respect of account, User, billing, support and platform-usage data, Opbox is a controller and processes that data in accordance with its privacy policy.

9.2 **DPA.** The processing of Personal Data by Opbox as processor is governed by the DPA, which forms part of this Agreement and satisfies Article 28 of the UK GDPR and, where applicable, the EU GDPR.

9.3 **Special categories.** The Customer must not upload or connect special category personal data or personal data relating to criminal convictions and offences unless this is expressly agreed in writing between the parties, together with any additional safeguards so agreed.

9.4 Each party will comply with its obligations under the Data Protection Laws in respect of its processing under this Agreement.

10. Sub-processing and International Access

10.1 **Sub-processors.** The Customer provides a general written authorisation for Opbox to appoint sub-processors. Opbox will: (a) maintain a list of sub-processors at a versioned URL notified to the Customer; (b) give notice of the addition or replacement of a sub-processor; (c) impose data protection obligations on each sub-processor which are materially equivalent to those in the DPA; and (d) remain liable to the Customer for the acts and omissions of its sub-processors.

10.2 The Customer may object to a new sub-processor on reasonable data protection grounds within 14 days of notice. The parties will discuss the objection in good faith. If it cannot be resolved, the Customer's sole remedy is to terminate the affected service, without refund of Fees already paid.

10.3 **International access and transfers.** Backups of Customer Data are held within the EEA. Infrastructure and personnel access may be global, including from outside the UK and EEA. Where a transfer of Personal Data outside the UK or EEA takes place, Opbox will implement an appropriate transfer mechanism (including the EU standard contractual clauses and the UK International Data Transfer Agreement or Addendum) together with any supplementary measures required by the Data Protection Laws.

11. Service Levels and Support

11.1 **Availability.** No contractual service level agreement applies to the Platform. Opbox will use reasonable skill and care to operate and make available the Platform.

11.2 **Support.** Opbox will provide support during Business Hours, with target response times appropriate to the severity of the issue reported. Target response times are indicative only and are not a contractual service level.

11.3 The Customer acknowledges that the resolution of support issues may require temporary heightened access to Customer Data in accordance with clause 8.1.

12. Fees, Invoicing and Taxes

12.1 **Fees.** The Subscription fee is as set out in the Order Form. All Fees are exclusive of VAT and any other applicable taxes, which the Customer will pay in addition at the prevailing rate.

12.2 **What the base fee includes.** The base Subscription fee includes: (a) token usage and compute costs, subject to fair usage; (b) storage of up to 10GB; (c) hosting costs; and (d) two connections (each being a standard Opbox connection or a standard APIdeck connection).

12.3 **Storage overage.** Storage in excess of the included allowance is charged at £25 per month plus VAT for each additional 10GB or part thereof. Overage is applied automatically once the included allowance is exceeded, measured by peak usage in the billing month. Opbox will notify the Customer when overage is applied.

12.4 **Additional connections.** Each additional standard Opbox connection or standard APIdeck connection is charged at £125 per month plus VAT.

12.5 **Implementation fee.** Any one-off onboarding charge is as stated on the Order Form (which may be nil). It is invoiced on signature, in advance of onboarding, and is non-refundable.

12.6 **Billing and payment.** Fees are billed monthly in advance for the coming month. The Customer will maintain a valid direct debit or card mandate and will pay each invoice in full and in cleared funds on or before the due date, without set-off or deduction.

12.7 **Price increases.** The base Subscription price increases automatically by 5% on each renewal date. The increase applies to the Customer's bill from the start of the relevant renewal period without further agreement or notice being required.

12.8 **Pass-through of third-party cost increases.** Opbox may adjust the Fees on 30 days' written notice to reflect a material increase in third-party costs, including AI token pricing and hosting costs. If the Customer does not agree to the adjustment, it may terminate the affected service by written notice given before the change takes effect, in which case the change will not apply during the notice period.

13. Non-Payment, Suspension and Interest

13.1 **Suspension.** If payment is not received within 7 days of the due date, Opbox may suspend access to the Platform without further notice. Suspension does not relieve the Customer of its obligation to pay the Fees for the remainder of the Term, and Fees continue to accrue during any period of suspension. Access is reinstated on payment in full of all outstanding amounts.

13.2 **Termination for continued non-payment.** Opbox may terminate the Agreement by written notice if the Customer has not remedied a payment default within 30 days after suspension under clause 13.1.

13.3 **Interest.** Interest and fixed recovery costs accrue on late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

14. Term, Renewal and Break Right

14.1 **Term.** The Initial Term is 12 months from the Start Date. The Agreement renews automatically for successive periods of 12 months unless the Customer gives not less than 30 days' written notice to expire on or before the relevant renewal date.

14.2 **Optional Customer break right.** No break right applies unless the parties expressly agree one in writing. Where a break right is so agreed, the Customer may terminate the Subscription on the agreed break date by giving the agreed notice and paying any agreed break fee or clawback amount. The absence of a break right does not affect the remainder of this Agreement.

15. Warranties and Disclaimers

15.1 Opbox warrants that it will provide the Platform and any services with reasonable skill and care.

15.2 **Disclaimers.** Except as expressly stated in this Agreement, the Platform and all outputs are provided on an "as is" basis. In particular, Opbox does not warrant that: (a) operation of the Platform will be uninterrupted or error-free; or (b) any output, insight, anomaly flag, report or AI-generated content is accurate, complete or fit for any particular purpose.

15.3 Outputs are informational only and must not be relied upon without independent verification, particularly for financial, tax, regulatory or statutory reporting purposes.

15.4 Opbox is not liable for failures, changes, deprecations or outages in third-party source systems, integration providers or Customer-selected downstream tools.

15.5 To the fullest extent permitted by law, all terms, conditions and warranties implied by statute, common law or otherwise are excluded. The Platform is provided for business use only, and the Customer confirms it is not acting as a consumer.

16. Bespoke Connections

16.1 **Ownership.** All intellectual property rights in bespoke connection work are owned by Opbox. Opbox grants the Customer a non-exclusive, non-transferable licence for the Term to use the bespoke connection solely with the Platform. On expiry or termination, that licence ceases and all rights remain with Opbox.

16.2 **Fees.** Bespoke builds are charged as a one-off invoice under the relevant SOW. Once the bespoke connection is live, a fee of £125 per month plus VAT is added to the Subscription for that connection.

17. Customer Warranties and Indemnity

17.1 **Customer warranties.** The Customer warrants and undertakes that, in respect of all Personal Data it uploads or connects to the Platform: (a) it is the controller of that Personal Data; (b) it has a valid lawful basis under Article 6 of the UK GDPR and, where applicable, a condition under Article 9; (c) it has provided all required transparency information to data subjects, including that the data is processed by a third-party processor and may be processed outside the UK and EEA; and (d) it has obtained all consents and given all notices required by the Data Protection Laws.

17.2 The Customer is responsible for determining what data to connect to the Platform, for its accuracy and completeness, for applying data minimisation, and for not uploading Personal Data that it does not require Opbox to process.

17.3 Opbox has no obligation to verify the Customer's lawful basis, transparency notices or entitlement to share any data, and may rely on the warranties in clause 17.1 without further enquiry. This is subject only to Opbox's duty as processor to inform the Customer if, in its opinion, an instruction infringes the Data Protection Laws.

17.4 **Indemnity.** The Customer will indemnify Opbox against all third-party claims, regulatory fines, investigation costs, losses and reasonable legal expenses arising out of or in connection with any breach of clause 17.1 or 17.2, or any breach of the Acceptable Use Policy.

18. Limitation of Liability

18.1 Nothing in this Agreement limits or excludes either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded.

18.2 **Exclusions.** Subject to clause 18.1, neither party is liable for any indirect or consequential loss, loss of profit, loss of anticipated savings, loss of data, loss of goodwill or business interruption, in each case whether direct or indirect and to the fullest extent permitted by law.

18.3 **Cap.** Subject to clauses 18.1 and 18.4, the total aggregate liability of each party arising out of or in connection with this Agreement in any contract year, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed the Fees paid or payable by the Customer under the Agreement in the 12 months preceding the first event giving rise to the claim, and will not in any event exceed the annual Subscription fee payable under the Order Form.

18.4 The cap in clause 18.3 does not apply to the Customer's obligation to pay the Fees, or to the Customer's indemnity under clause 17.4.

18.5 **DPA liability.** Liability arising under or in connection with the DPA is subject to, and counts towards, the cap in clause 18.3. It does not sit on top of that cap.

19. Suspension and Termination

19.1 In addition to its rights under clause 13, Opbox may suspend the Subscription immediately if the Customer's use of the Platform poses a security risk, breaches the Acceptable Use Policy, or is likely to expose Opbox to liability.

19.2 Either party may terminate this Agreement with immediate effect by written notice if: (a) the other party commits a material breach which is not remedied within 30 days of written notice requiring it to be remedied; or (b) the other party suffers an insolvency event, including entering administration or liquidation, having a receiver appointed, or ceasing or threatening to cease to carry on business.

19.3 **Termination for convenience.** Opbox may terminate all or part of the Subscription on 60 days' written notice. If Opbox does so, it will refund a pro-rata portion of any Fees paid in advance for the terminated service in respect of the period after termination.

20. Consequences of Termination

20.1 **Access.** Subject to clause 20.3, the Customer's access to the Platform ends immediately on expiry or termination for any reason. During the export window, access is limited to the export of data under clause 20.3 and to no other use of the Platform.

20.2 **Deletion.** Opbox will delete all data received from the Customer within 7 days of the close of the export window under clause 20.3, subject to (a) encrypted backup rotation cycles, during which residual copies remain encrypted, isolated and subject to deletion in the ordinary course, and (b) any data Opbox is required to retain by law. Opbox will provide a certificate of deletion on written request.

20.3 **Export window.** The Customer has a 30-day post-termination export window in which to export data in the form it was uploaded to or ingested into the Platform. The Customer is solely responsible for exporting any data it requires before the export window closes.

20.4 **Bespoke connections.** On termination, all rights to use any bespoke connection cease. Ownership of the bespoke connection remains with Opbox.

20.5 Termination does not affect accrued rights. Clauses 7, 15, 17, 18, 20, 21, 29, 30 and 31 survive termination, together with any other clause intended to survive.

21. Confidentiality

21.1 Each party will keep the other's confidential information secret, will not disclose it to any third party except to its personnel and advisers who need to know it and are bound by equivalent obligations, and will use it only to perform this Agreement.

21.2 Clause 21.1 does not apply to information which is or becomes public through no breach of this Agreement, was lawfully known to the recipient before disclosure, is independently developed, or is required to be disclosed by law or a regulator (in which case the recipient will, where lawful, give prior notice).

22. Third-Party Services and Connectors

22.1 The Customer's use of any third-party service, connector, business intelligence tool or large language model is governed by that provider's own terms. The Customer contracts directly with those providers and assumes full responsibility for them. Opbox is not responsible for any such service or for its availability, performance, security or processing of data.

23. Compliance and Audit

23.1 Opbox will make available documentation, completed security questionnaires and any third-party audit reports it holds in order to demonstrate compliance with its obligations.

23.2 On-site or hands-on audits will take place only where that documentation is genuinely insufficient, following a personal data breach affecting the Customer, or where required by a supervisory authority. Any such audit is subject to: reasonable prior written notice of not less than 30 days; no more than once in any 12-month period; conduct during Business Hours; execution of appropriate confidentiality undertakings; payment of Opbox's reasonable costs by the Customer; and a scope that does not extend to other customers' data, other customers' environments or Opbox's wider corporate systems.

24. Notices

24.1 Notices must be in writing and sent to the contacts stated on the Order Form, or by email to an address notified for that purpose. Renewal and break notices must be received within the timeframes stated in clause 14.

24.2 A notice sent by email is deemed received at the time of transmission, unless sent outside Business Hours, in which case it is deemed received when Business Hours next resume.

25. Assignment and Subcontracting

25.1 Opbox may assign, novate or subcontract any of its rights or obligations under this Agreement. Opbox remains responsible for the performance of its subcontractors.

25.2 The Customer may not assign, novate, charge or otherwise deal with any of its rights or obligations without Opbox's prior written consent, not to be unreasonably withheld.

26. Force Majeure

26.1 Neither party is liable for any delay or failure to perform caused by an event beyond its reasonable control. The affected party will notify the other and use reasonable endeavours to mitigate. If the event continues for more than 60 days, either party may terminate the affected service on written notice.

27. Publicity

27.1 Opbox may name the Customer and use its logo as a customer reference on its website and in marketing materials. The Customer may opt out at any time by written notice to Opbox, in which case Opbox will remove the reference within a reasonable period.

28. Variation and Changes to Hosted Terms

28.1 Opbox may update these Terms, the DPA, the Acceptable Use Policy and the sub-processor list from time to time. The current versions are hosted at versioned URLs with effective dates.

28.2 Material changes will be notified to the Customer and take effect from the stated effective date. If a change materially and adversely affects the Customer's rights, the Customer may object by written notice within 30 days. The parties will discuss the objection in good faith and, if it is not resolved, the Customer may terminate the affected service by written notice before the change takes effect.

28.3 Any other variation of this Agreement must be agreed in writing by both parties.

29. Entire Agreement; No Partnership; Third-Party Rights

29.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral. Each party acknowledges that it does not rely on any statement not set out in this Agreement, but nothing limits liability for fraudulent misrepresentation.

29.2 Nothing in this Agreement creates a partnership, joint venture or agency between the parties, or makes either party the employee of the other.

29.3 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999.

30. Severability and Waiver

30.1 If any provision is held to be invalid or unenforceable, it will be modified to the minimum extent necessary or, if that is not possible, deleted. The remainder of the Agreement remains in full force.

30.2 No failure or delay in exercising a right is a waiver of it, and no single or partial exercise prevents further exercise.

31. Governing Law and Jurisdiction

31.1 This Agreement and any dispute or claim arising out of or in connection with it, including non-contractual disputes or claims, is governed by and construed in accordance with the laws of England and Wales.

31.2 The courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim.