

# Master Subscription Agreement

Last updated: April 2024

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS THE CUSTOMER'S ACQUISITION AND USE OF OPTIMISER SERVICES.

This Master Subscription Agreement is between the entity You represent and You confirm that You have the authority to bind the entity and its affiliates to these terms and conditions, in which case the term "Customer" shall refer to such entity and its affiliates. If You do not have such authority or You do not accept these terms and conditions, then do not accept this agreement and You may not use the services. This Agreement is between You (the Customer) – individually, or an entity or affiliates lawfully designated by You and Glottelligence Ltd (the Supplier). You refers individually to ("You" or "Your"), and Glottelligence Limited ("Glottelligence", "we", "us", or "our"). It consists of the terms and conditions below.

By accepting this agreement, by (1) Clicking a box indicating acceptance, or (2) Executing a Purchase Order that references this agreement, or (3) Using free services, the Customer agrees to the terms of this agreement.

Optimiser's direct competitors are prohibited from accessing the Services, except with Glottelligence's prior written consent.

This Agreement is effective on the date we provide You with confirmation of your Subscription or the date on which your Subscription is renewed, as applicable. Key terms are defined below.

## 1. Definitions.

**"Optimiser"** means the cloud based platform Optimiser.com, including associated offline or mobile components.

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Master Subscription Agreement.

**"Beta Services"** means Optimiser services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, or by a similar description.

**"Content"** means information obtained by Optimiser from publicly available sources or its third party content providers and made available to the Customer through the Services, Beta Services or pursuant to a Purchase Order.



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**“Customer”** means in the case of an individual accepting this Agreement on his or her own behalf. Such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into the Purchase Order.

**“Customer Data”** means electronic data and information submitted by or for the Customer to the Services, excluding Content and Non Optimiser Applications.

**“Free Services”** means Services that Optimiser makes available to the Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

**“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**“Store”** means an online directory, catalogue or marketplace of applications that interoperate with the Services, including, for example, the store at <http://www.Optimiser.com/store>.

**“Non-Optimiser Application”** means a Web-based, mobile, offline or other software application or functionality that interoperates with a Service, that is provided by a third party and/or listed on a Store.

**“Purchased Services”** means Services that the Customer or the Customer’s Affiliate purchases under a Purchase Order or through an online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

**“Services”** means the products and services that are ordered by the Customer through an online purchasing portal or by a Purchase Order, or provided to the Customer free of charge (as applicable) or under a free trial, and made available by Us, including associated Optimiser offline or mobile components.

**“Purchase Order”** means an ordering document or online order specifying the Services to be provided hereunder that is entered into between the Customer and Glottelligence, including any addenda and supplements thereto. By entering into a Purchase Order hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

**“User”** means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by the Customer to use a Service, for whom the Customer has purchased a subscription (or in the case of any Services provided by Optimiser without charge, for whom a Service has been provisioned), and to whom the Customer (or, when applicable, Optimiser.com at the Customer’s request) has supplied a user identification and password (for Services utilising authentication). Users may include, for example, employees, consultants, contractors and agents of the Customer, and third parties with which the Customer transacts business.



## 2. Purchased Services / Right to use.

Glottelligence grants the right to the Customer pursuant to this Agreement to access and use the Optimiser Services and Content. Glottelligence reserves all other rights. Glottelligence shall use reasonable endeavours to provide applicable Optimiser standard support for the Purchased Services to the Customer at no additional charge, and/or upgraded support if purchased. Glottelligence shall use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Glottelligence shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Glottelligence's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, pandemic, strike or other labour problem (other than one involving Glottelligence employees), Internet service provider failure or delay, Non-Optimiser Application, or denial of service attack. Glottelligence shall provide the Services in accordance with laws and government regulations applicable to its customers generally (i.e., without regard for the Customer's particular use of the Services), and subject to the Customer's use of the Services in accordance with this Agreement.

The Customer shall:

- a) Provide Glottelligence with:
  - (1) All necessary cooperation in relation to this Agreement; and
  - (2) All necessary access to such information as may be required by Glottelligence;  

In order to provide the Services, including but not limited to Customer data, security access information and configuration services;
- b) Without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- c) Carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Glottelligence may adjust any agreed timetable or delivery schedule as reasonably necessary;
- d) Ensure that Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Users breach of this Agreement;
- e) Obtain and shall maintain all necessary licenses, consents and permissions necessary for Glottelligence, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- f) Ensure that its network and systems comply with the relevant specifications; and
- g) Be, to the extent permitted by law and accept as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Glottelligence, and all problems, conditions, delays,



delivery failures and all other loss or damage arising from or relating to the Customers network connections or telecommunications links or caused by the internet.

### 3. Beta Services.

Glottelligence from time to time may make Beta Services available to the Customer at no charge. Beta Services are provided "as-is," "with all faults," and "as-available," and are excluded from the Service Level Agreements and all limited warranties provided in this agreement. Beta Services may not be covered by customer support. We may change or discontinue Beta Services at any time without notice. We also may choose not to release a Beta Service into general availability.

### 4. Free Trial.

If the Customer registers on Optimiser.com for a free trial, Glottelligence will make the applicable Optimiser Service(s) available to the Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which the Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by the Customer for such Service(s), or (c) termination by Glottelligence in its sole unfettered discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Any data the Customer enters into the services, and any customizations made to the services by or for the Customer, during the Customer's free trial will be permanently lost unless the 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. The Customer cannot transfer data entered or customizations made during the free trial to a service that would be a downgrade from that covered by the trial; therefore, if the Customer purchases a service that would be a downgrade from that covered by the trial, the Customer must export customer data before the end of the trial period or customer data will be permanently lost. Notwithstanding the "representations, warranties, exclusive remedies and disclaimers" section below, During the free trial the Optimiser services are provided "as-is" without any warranty and Glottelligence shall have no indemnification obligations nor liability of any type with respect to the services for the free trial period unless such exclusion of liability is not enforceable under applicable law in which case Glottelligence's liability with respect to the services provided during the free trial shall not exceed £1,000.00 (one thousand pounds only). Without limiting the foregoing, Glottelligence and its affiliates and its licensors do not represent or warrant to the Customer that: (a) the Customer's use of the Optimiser services during the free trial period will meet the Customer's requirements, (b) the Customer's use of the Optimiser services during the free trial period will be uninterrupted, timely, secure or free from error, and (c) usage data provided during the free trial period will be accurate. Notwithstanding anything to the contrary in the "limitation of liability" section below, the Customer shall be fully liable under this agreement to Glottelligence and its affiliates for any damages arising out of the Customer's use of the services during the free trial period, any breach by the Customer of this agreement and any of the Customer's indemnification obligations hereunder.

### 5. Free Services.



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Glottelligence may make Optimiser's free services available to the Customer. Use of free services is subject to the terms and conditions of this agreement. In the event of a conflict between this section and any other portion of this agreement, this section shall control. Free services are provided to the Customer without charge up to certain limits. Usage over these limits requires the Customer to purchase additional resources or services. The Customer agrees that Glottelligence, in its sole discretion and for any or no reason, may terminate the Customer's access to the free services or any part thereof. The Customer agrees that any termination of the Customer's access to the free services may be without prior notice, and the Customer agrees that Glottelligence will not be liable to the Customer or any third party for such termination. The Customer is solely responsible for exporting customer data from the free services prior to termination of the Customer's access to the free services for any reason, provided that if Glottelligence terminates the Customer's account, Glottelligence will provide the Customer a reasonable opportunity to retrieve its customer data. Notwithstanding the "representations, warranties, exclusive remedies and disclaimers" section below, the free services are provided "as-is" without any warranty and Glottelligence shall have no indemnification obligations nor liability of any type with respect to the free services unless such exclusion of liability is not enforceable under applicable law in which case Glottelligence's liability with respect to the free services shall not exceed £1,000.00 (one thousand pounds). Without limiting the foregoing, Glottelligence and its affiliates and its licensors do not represent or warrant to the Customer that: (a) the Customer's use of the free services will meet the Customer's requirements, (b) the Customer's use of the free services will be uninterrupted, timely, secure or free from error, and (c) usage data provided through the free services will be accurate. Notwithstanding anything to the contrary in the "limitation of liability" section below, the Customer shall be fully liable under this agreement to Glottelligence and its affiliates for any damages arising out of the Customer's use of the free services, any breach by the Customer of this Agreement and any of the Customer's indemnification obligations hereunder.

## 6. Customer Data.

Glottelligence respects the Customer's right to ownership of content created or stored by the Customer, except with respect to a free trial. The Customer is solely responsible for the content of all customer data. Unless specifically permitted by the Customer, the Customer's use of the Services does not grant Glottelligence the license to use, reproduce, adapt, modify, publish or distribute customer data except in an opaque aggregated form. The Customer grants Glottelligence permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the customer data solely as required for the purpose of providing the Services to the Customer. The Customer will secure and maintain all rights in customer data necessary for Glottelligence to provide the Services to the Customer without violating the rights of any third party or otherwise obligating Glottelligence to the Customer or to any third party. Glottelligence does not and will not assume any obligations with respect to customer data or to the Customer's use of the Product other than as expressly set forth in this agreement or as required by applicable law. Within 7 days after the effective date of termination or expiration of this Agreement, the Customer will be able to export or download customer data by purchasing a backup and restore service available in store. After such 7-day period, Glottelligence will have no obligation to maintain or provide any customer data, and may thereafter delete or destroy all copies of customer data in its systems or otherwise in its possession or control, unless legally prohibited.



## 7. Subscription.

Unless otherwise provided in the applicable Purchase Order (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Purchase Order or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. The Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Glottelligence regarding future functionality or features.

## 8. Acceptable Use.

The Customer will (a) be responsible for Users' compliance with this Agreement and Purchase Order, (b) be responsible for the accuracy, quality and legality of customer data, the means by which the Customer acquired customer data, the Customer's use of customer data with the Services, and the interoperation of any Non-Optimiser Applications with which the Customer uses Services or Content, (d) use Services and Content only in accordance with this Agreement, Purchase Order and applicable laws and government regulations, and (e) comply with the terms of service of any Non-Optimiser Applications with which the Customer uses Services or Content. Any use of the Services in breach of the foregoing by the Customer or Users that in Glottelligence's judgment threatens the security, integrity or availability of Optimiser Services, may result in Glottelligence immediately suspending Optimiser Services; however, Glottelligence will use commercially reasonable efforts under the circumstances to provide the Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

## 9. Restrictions.

The Customer will not (a) make any Service or Content available to anyone other than the Customer or Users, or use any Service or Content for the benefit of anyone other than the Customer or its Affiliates, unless expressly stated otherwise in a Purchase Order, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, (c) use a Service or Non-Optimiser Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-Optimiser Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of Glottelligence's intellectual property except as permitted under this Agreement or the Purchase Order, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in the Purchase Order, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or



access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

#### **10. Responsibility for Accounts.**

The Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with use of the Services. The Customer must promptly notify Optimiser customer support team about any possible misuse of customer accounts or authentication credentials or any security incident related to the Services.

#### **11. Non-Optimiser Products and Services.**

Glottelligence or third parties may make available (for example, through a Store or otherwise) third-party products or services, including, for example, Non-Optimiser Applications and implementation and other consulting services. Any acquisition by the Customer of such products or services, and any exchange of data between the Customer and any Non-Optimiser provider, product or service is solely between the Customer and the applicable Non-Optimiser provider. Glottelligence does not warrant or support Non-Optimiser Applications or other Non-Optimiser products or services, whether or not they are designated by Glottelligence as "certified" or otherwise, unless expressly provided otherwise in a Purchase Order. Glottelligence is not responsible for any disclosure, modification or deletion of customer data resulting from access by such Non-Optimiser Application or its provider.

#### **12. Integration with Non-Optimiser Applications.**

The Services may contain features designed to interoperate with Non-Optimiser Applications. Glottelligence cannot guarantee the continued availability of such Service features, and may cease providing them without entitling the Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Optimiser Application ceases to make the Non-Optimiser Application available for interoperation with the corresponding Service features in a manner acceptable to Glottelligence.

#### **13. Fees.**

The Customer will pay all fees specified in Purchase Order. Except as otherwise specified herein or in a Purchase Order, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term

#### **14. Invoicing and Payment.**

The Customer will provide Glottelligence with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Glottelligence. If the Customer



provides credit card information to Glottelligence, the Customer authorizes Glottelligence to charge such credit card for all Purchased Services listed in the Purchase Order for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Purchase Order. If the Purchase Order specifies that payment will be by a method other than a credit card, Glottelligence will invoice the Customer in advance and otherwise in accordance with the relevant Purchase Order. Unless otherwise stated in the Purchase Order, invoiced fees are due net 30 days from the invoice date. The Customer is responsible for providing complete and accurate billing and contact information to Glottelligence and for notifying Glottelligence of any changes to such information.

### **15. Overdue Charges.**

If any invoiced amount is not received by Glottelligence by the due date, then without limiting Glottelligence's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Glottelligence may condition future subscription renewals and Purchase Order on payment terms shorter than those specified in the "Invoicing and Payment" section above.

### **16. Suspension of Service.**

If any charge owing by the Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts the Customer has authorized Glottelligence to charge to the Customer's credit card), Glottelligence may, without limiting its other rights and remedies, accelerate the Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for the Customers' paying by credit card or direct debit whose payment has been declined, Glottelligence will give the Customer at least 10 days' prior notice that its account is overdue before suspending services to the Customer.

### **17. Payment Disputes.**

Glottelligence will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if the Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

### **18. Taxes.**

Optimiser services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). The Customer is responsible for paying all Taxes associated with its purchases hereunder.

### **19. Reservation of Rights.**





Subject to the limited rights expressly granted hereunder, Glottelligence, its Affiliates, its licensors and Content Providers reserve all of their rights, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to the Customer hereunder other than as expressly set forth herein.

## **20. Licence by the Customer to Use Feedback.**

The Customer grants to Glottelligence a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Optimiser services any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer or Users relating to the operation of Optimiser.

## **21. Confidentiality.**

Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be irrefutably demonstrated by written evidence.

21.1 Subject to Clause 21.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

21.2 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

21.3 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 21.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

21.4 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

21.5 The above provisions of this Clause 21 shall survive termination of this Agreement, however arising.



## 22. Indemnity.

### 22.1 Indemnification by Customer.

The Customer shall defend, indemnify and hold harmless Glottelligence against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Optimiser Services, provided that:

- (a) the Customer is given prompt notice of any such claim;
- (b) Glottelligence provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

In no event shall Glottelligence, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services by anyone other than Glottelligence; or
- (b) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Glottelligence; or
- (c) the Customer's use of the Services after notice of the alleged or actual infringement from Glottelligence or any appropriate authority.

### 22.2 Indemnification by Glottelligence.

Glottelligence will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Glottelligence in writing of, a Claim Against Customer, provided Customer (a) promptly gives Glottelligence written notice of the Claim Against Customer, (b) gives Glottelligence sole control of the defense and settlement of the Claim Against Customer (except that Glottelligence may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) uses its best endeavor to provide Glottelligence assistance. If Glottelligence receives information about an infringement or misappropriation claim related to a Service, Glottelligence may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Glottelligence's warranties, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defence and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Glottelligence, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order



Form for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-Glottelligence Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

### **23. Limitation of Liability.**

Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Glottelligence shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Glottelligence by the Customer in connection with the Services, or any actions taken by Glottelligence at the Customer's direction;
- (b) 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; and
- (c) the Services are provided to the Customer on an "as is" basis.

23.1 Nothing in this agreement excludes the liability of the other party:

- (a) for death or personal injury caused by the other party's negligence; or
- (b) for fraud or fraudulent misrepresentation.

23.2 Subject to Clause 23 and Clause 23.1:

- (a) Glottelligence shall not be liable whether in tort including for negligence or breach of statutory duty, contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- (b) In no event shall the aggregate liability of Glottelligence together with all of its affiliates arising out of or related to this Agreement exceed 1 million Pound for the services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Customer's and its affiliates' payment obligations under the "fees and payment" section above.

### **24. Term of Agreement.**

This Agreement commences on the date the Customer first accepts it "The Effective Date" and continues until all subscriptions hereunder have expired or have been terminated.

### **25. Term of Purchased Agreement.**



The term of each subscription shall be as specified in the applicable Quote/Purchase Order. Except as otherwise specified in the Quote/Purchase Order, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 90 days before the end of the relevant subscription term. Except as expressly provided in the applicable Purchase Order, renewal of promotional or one-time priced subscriptions will be at Optimiser applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

## **26. Term and Termination.**

A party may terminate this Agreement for cause (i) upon 7 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, 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.

## **27. Refund or Payment upon Termination.**

If this Agreement is terminated by the Customer in accordance with the "Termination" section above, Glottelligence will refund the Customer any prepaid fees covering the remainder of the term of all Purchase Orders after the effective date of termination. If this Agreement is terminated by Glottelligence in accordance with the "Termination" section above, the Customer will pay any unpaid fees covering the remainder of the term of all Purchase Orders to the extent permitted by applicable law. In no event will termination relieve the Customer of its obligation to pay any fees payable to Glottelligence for the period prior to the effective date of termination.

## **28. Waiver.**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **29. Severance.**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

## **30. Entire Agreement.**

This agreement constitutes the entire agreement between Glottelligence and the Customer regarding



the Customer's use of Optimiser services and content and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

### **31. Assignment.**

The Customer shall not, without the prior written consent of Glottelligence, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

### **32. No Partnership or Agency.**

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### **33. Third Party Rights/Proprietary Rights.**

There are no third-party beneficiaries under this Agreement.

The Customer acknowledges and agrees that Glottelligence and/or its licensors own all intellectual property rights in these Services and Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

### **34. Anti-Corruption/Bribery**

Neither party has received or been offered, directly or indirectly, any illegal or improper bribes, kickback, payment, gift or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the restriction.

### **35. Governing Law.**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **36. Jurisdiction.**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or



formation (including non-contractual disputes or claims).

### **37. Dispute Resolution**

Any dispute, controversy or claim arising out of or in connection with this agreement, or the existence, breach, termination or invalidity thereof shall be finally determined by arbitration in accordance with the London Chamber of Arbitration and Mediation ("LCAM") Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The parties further agree that following the service of a Request for Arbitration, they will attempt in good faith to resolve the Dispute through Mediation in accordance with LCAM Model Mediation Procedures. Any settlement reached will be referred to the arbitral tribunal and may be made a consent award on agreed terms. The arbitral tribunal shall be composed of one arbitrator. The language of the mediation shall be English. The seat of the arbitration shall be London and the language of the arbitration shall be English. Any hearings will take place in London. 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.

