

Standard Terms and Conditions

1 Definitions

- 1.1 "**Agreement**" means this agreement, comprised of these standard terms and conditions, and the Service Agreement;
- 1.2 "**Business Day**" a day other than a Saturday, Sunday or UK public holiday.
- 1.3 "**Customer**" means the customer of True AI referred to in the Service Agreement.
- 1.6 "**Engagement**" means the term of the engagement between the Customer and True AI set out in the Service Agreement.
- 1.7 "**Fees**" means the fees set out in the Service Agreement.
- 1.8 "**Services**" means the services specified in the Service Agreement.
- 1.9 "**True AI**" means True AI Ltd (company number 09864737).

2 Application and Scope

- 2.1 These Terms and Conditions shall apply to the provision by True AI Limited of hosting in association with its software which provides automatic, intelligent response suggestions for customer support operator (the **Services**).
- 2.2 These Terms and Conditions shall be read in conjunction with the Service Agreement with which they are provided. Definitions contained in the Service Agreement shall apply to these Terms and Conditions and vice versa.

3 Provision of the Services

- 3.1 In consideration of the Fees, True AI shall provide the Customer with the Services specified in the Service Agreement in the timeframes specified therein.
- 3.2 True AI warrants that:
 - 3.2.1 it will perform the Services with due care and skill;
 - 3.2.2 that it shall at all times comply with all applicable law; and
 - 3.2.3 it has all necessary licences and authorisations to carry out and perform the Services.
- 3.3 In order to enable True AI to perform the Services the Customer shall ensure that:
 - 3.3.1 True AI has access to any of the Customer's premises, information, data, equipment or personnel as is reasonably necessary for the carrying out by it of the Services; and

- 3.3.2 it shall comply with all reasonable requests and instructions of True AI; and
 - 3.3.3 it shall provide the Customer data in the timeframes specified by True AI.
- 3.4 The parties to this Agreement agree that time shall not be of the essence save for the obligations relating to the payment of Fees.
- 3.5 The Customer shall be responsible for the content, accuracy and completeness of all documents, data, information or other materials provided to True AI during the Engagement and True AI shall not be responsible for verifying the same. Where the Customer becomes aware of any mistake or error in any documents, reports, communications or materials produced by it to True AI, it shall immediately inform True AI.
- 3.6 True AI shall not be responsible for any delay to the delivery of the Services and/or Deliverables which is caused by:
- 3.6.1 any failure by the Customer to provide the Customer Deliverables in a timely fashion; or
 - 3.6.2 any act or omission by the Customer which represents a breach of the terms of this Agreement; or
 - 3.6.3 events of the type set out in clause 15.3.

4 Fees and Expenses

- 4.1 True AI's fees for providing the Services shall be as set out in the Service Agreement and the Customer shall pay all fees and other payments at such times and in such manner as set out therein.
- 4.2 All invoices issued by True AI shall be payable within 30 days of their date of issue. Where any invoice is not paid within that period True AI reserves the right to:
- 4.2.1 charge interest on all outstanding sums at a rate of 4% above the federal funds rate or at the maximum rate permitted by statute (whichever is greater); and/or
 - 4.2.2 to suspend provision of the Services without penalty until all outstanding sums are paid.
- 4.3 Where the Customer requests that True AI performs services that fall outside the scope of the Services then:
- 4.3.1 the parties agree that it is their intention that such services shall be contracted for in a separate letter; but

- 4.3.2 where no such agreement is concluded prior to such services commencing, True AI shall be entitled to invoice the Customer for such services at its then current rates.

5 Withdrawal of Services

- 5.1 True AI reserve the right to withdraw the Services without notice if in its reasonable opinion the continuing provision of the Services might expose it to the risk of criminal or civil penalties, in particular (but not exclusively) in respect of the Insolvency Act 1986, the Bribery Act 2010, the Modern Slavery Act 2015 or any environmental or health and safety legislation.

6 True AI's Status

- 6.1 The parties declare that it is their intention that True AI shall have the status of an independent contractor and nothing in the Agreement or by virtue of performing it shall be taken as creating a relationship of employer/employee, agent/principal, partnership or joint venture between the Customer and True AI and/or its consultants or staff.
- 6.2 For the avoidance of doubt, nothing in this Agreement will make any individuals that True AI may make available to the Customer in connection with the provision of the Services an employee of the Customer or be construed as having such effect.
- 6.3 Any views expressed or recommendations made by True AI during the Engagement are advisory only and it will be for the Customer and its board of directors to decide the appropriate course of action to be taken by it in each instance.

7 Employment

- 7.1 The Customer shall not, at any time from the date of this Agreement to twelve (12) months after its expiry make any attempt to solicit or entice away from True AI, or otherwise employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of True AI in the provision of the Services.
- 7.2 If the Customer (or any of its affiliates or group companies) employs or contracts with any person who is or has been engaged as an employee, consultant or subcontractor of True AI in the provision of the Services, either during or within the period of twelve (12) months after termination or expiry of this Agreement, the Customer shall pay True AI within thirty (30) days an amount equal to three times the gross salary (or annual contracted fees) of that person in their final year of employment at (or in the contracted service of) True AI.

8 Limit of Our Liability

- 8.1 True AI's aggregate liability in respect of any losses, damages, liabilities, costs, interest, charges, or expenses that the Customer may suffer or incur and which are occasioned by or result from or are attributable to the Services provided by True AI under this Agreement or any transaction to which the Services relate (Losses), shall

be limited to \$1,000,000.

- 8.2 In any event, True AI shall not be liable to the Customer (in breach of contract, tort, breach of statutory duty or otherwise) for any indirect or consequential losses, nor for any loss of profit, revenue, business, data, anticipated savings, or goodwill, howsoever arising and whether reasonably foreseeable or not and even if either party had been advised of the possibility of such loss in advance.
- 8.3 Nothing in this clause 8 shall or is intended to have the effect of excluding or limiting any liability of True AI that cannot be lawfully excluded or limited.

9 Confidentiality

- 9.1 True AI shall treat as confidential and shall not without the Customer's prior written consent disclose any confidential information that it receives from the Customer concerning its business or affairs, other than to those persons engaged by it in the provision of the Services and who have given suitable undertakings in respect of confidentiality and, except to the extent that such information is already in the public domain or is required to be disclosed by law, court proceedings, regulations.

10 Data Protection and Data Processing

- 10.1 Customer agrees to indemnify and keep indemnified and defend at its own expense True AI against all costs, claims, damages or expenses incurred by True AI or for which True AI may become liable due to any failure by Customer or its employees or agents to comply with any of its obligations under this clause 10, providing that True AI shall: (a) promptly notify the Customer of any actual or contemplated claim of which it becomes aware that might engage the indemnity obligations set out in this clause 10.6 (a "Claim"), (b) not make any admission of liability or offer to settle in respect of any Claim without first receiving the Customer's written permission to do so, (c) gives the Customer full conduct of any Claim on request, and (d) grants to True AI all reasonably requested assistance relating to Claims.
- 10.2 The Customer acknowledges that True AI is reliant on the Customer for direction as to the extent to which True AI is entitled to use and process the Personal Data. Consequently, True AI will not be liable for any claim brought arising from any action or omission by True AI, to the extent that such action or omission resulted directly from the Customer's instructions, lack inaccuracy or incompleteness of instructions or delay in giving instructions.
- 10.3 The Customer acknowledges that after granting True AI data access, True AI may contact relevant users for onboarding purposes.

11 Intellectual Property Rights

- 11.1 For the purpose of this Agreement the term "**Intellectual Property Rights**" shall mean all patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the

confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 11.2 The parties agree that nothing in this Agreement shall cause any Intellectual Property Rights in any aspect of True AI's methodologies and/or business processes to transfer from True AI to the Customer. True AI shall be entitled to provide services similar to the Services to other clients and nothing in this Agreement shall be taken as preventing it from using any or some of the processes used in its delivery of the Services to the Customer in such engagements. Further all inventions, designs, copyright and other intellectual property in everything developed or created by True AI in the provision of the Services shall be and shall remain its property during and after the term of this Agreement.

12 Termination

- 12.1 The Customer agrees to appoint True AI to provide the Services for the period specified within the Service Agreement.
- 12.2 In addition to any rights that may be specified in the Service Agreement, either party may terminate the Agreement by providing not less than 3 months' notice in writing to the other such notice to expire at the end of the then current Term.
- 12.3 Without affecting any other right or remedy available to it, True AI may terminate this Agreement with immediate effect by providing written notice to the Customer if the Customer fails to pay any sums due to True AI within fourteen (14) days of the due date for payment.
- 12.4 Either party may terminate this Agreement forthwith by giving written notice in the event that the other is in material breach of its terms and, that breach being remediable, has failed to remedy that breach within thirty (30) days of being given written notice to do so.
- 12.5 Either party may terminate this Agreement immediately by providing notice in the event that the other is unable to pay its debts as and when they fall due, is in or is entering into liquidation proceedings, is the subject of bankruptcy proceedings, or is due to be the subject of any analogous event or proceedings in any jurisdiction.

13 Consequences of termination

- 13.1 On termination of this Agreement:
- 13.1.1 the Customer shall immediately pay to True AI all of True AI's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, True AI shall submit an invoice, which shall be payable by the Customer immediately on receipt;

- 13.1.2 the Customer shall return all of True AI's materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then True AI may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement;
 - 13.1.3 termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry and for the avoidance of doubt, True AI's entitlement to receive the Fees in consideration of its performance of the Services prior to the date of termination.
- 13.2 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

14 Notices

- 14.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to an address specified and agreed upon between the parties.
- 14.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by or email, at 9.00 am on the next Business Day after transmission.
- 14.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15 General

- 15.1 This Agreement together with any other documents referred to in this Agreement constitutes the entire agreement and understanding between the parties and supersedes all other agreements both written and oral between us and the Customer (other than those expressly referred to herein).
- 15.2 Where any action or omission of the Customer causes a delay to the provision of the Services by True AI, then all affected deadlines shall be extended by a period of time equal to the delay caused.

- 15.3 Neither party shall be liable in any way for any delay, or other liability, arising from any failure or delay in performing any of its obligations under this Agreement caused by any force majeure event. Force majeure shall mean any circumstances which are beyond a party's reasonable control including without limitation war, terrorism, riot, sabotage, vandalism accident, fire, flood, acts of God, strikes, lock-out or other industrial disputes.
- 15.4 This Agreement and the relationship between the parties shall be governed by and interpreted in accordance with English law.
- 15.5 The parties agree that the Courts of England are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaim) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by this Agreement or otherwise arising in connection with this Agreement and for such purposes irrevocably submit to the exclusive jurisdiction of the English Courts.
- 15.6 No amendments shall be made to this Agreement unless otherwise agreed to beforehand by the parties in writing.
- 15.7 Neither party shall be entitled to assign or sub-contract any of its rights under this Agreement without the prior written consent of the other party.
- 15.8 No third party shall have any rights under the Contract (Rights of Third Parties) Act 1999 in connection with this Agreement.
- 15.9 Waivers of rights under this Agreement shall only be effective if given in writing. Failures to exercise rights in full or at all shall not be deemed to constitute a waiver.
- 15.10 Each clause or term of this Agreement constitutes a separate and independent provision. If any of the provisions of this Agreement are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.