TALIA Master Services Agreement

1. Introduction

This Master Services Agreement (the "Agreement") is a legal contract between TALIA (hereafter the "Company") and the customer agreeing to these terms (the "Customer"). By clicking an "Accept" or "Agree" button, checking a box indicating acceptance, executing an order form or similar document that references this Agreement, or by otherwise accessing or using the Company's services, the Customer acknowledges and agrees to be bound by this Agreement. If an individual is accepting this Agreement on behalf of a company or other legal entity, that individual represents that they have the authority to bind such entity to these terms (in which case "Customer" refers to that entity). This Agreement is effective as of the date the Customer first accepts it or uses the Service (the "Effective Date"). The parties agree that this Agreement may be executed and delivered electronically (including via clickwrap acceptance), which will be as effective as a hand signed contract.

2. Definitions

2.1 "Services" means the Company's software-as-a-service offerings, including the TALIA platform and any related websites, applications, application programming interfaces (APIs), modules (e.g. the Watch Registry API), and support services provided to Customer under this Agreement.

2.2 "Order Form" (or "Order") means an ordering document, online signup page, or other written confirmation (including in electronic form) that is entered into between Customer and Company (or Customer's online acceptance via the Company's website) specifying the Services, subscription term, fees, and any additional usage limits or details. Each Order Form is incorporated into and governed by this Agreement.

2.3 "Customer Data" means all data, information, content, and materials (including text, files, images, and other data) that Customer or its Authorized Users input, upload, or otherwise provide to the Services, including data manually extracted from third-party sources by Customer (for example, any market data Customer copies from WhatsApp or other third-party platforms for use in the Services).

2.4 "Authorized User" means an individual (such as an employee or contractor of Customer) who is designated by Customer to use the Services under Customer's account and for whom Customer has purchased a subscription (each such subscription, a "User Seat"). Authorized Users must be identified, unique named users; credentials and User Seats may not be shared or used by more than one individual at a time.

**2.5 "Acceptable Use Policy" or "AUP" refers to the Company's rules governing permitted and prohibited use of the Services. A summary of the key acceptable use requirements is provided in Section 5.2 of this Agreement. The full AUP may be provided or referenced separately by the Company, and is incorporated herein by reference if so provided.

2.6 "Subprocessor" means any third party (including an affiliate of the Company) engaged by the Company to process personal data or Customer Data on behalf of the Company in providing the Services.

**2.7 "Service Level Agreement" or "SLA" means the service availability, support response, and performance commitments set out in Schedule 1 to this Agreement, including any applicable service credits for failure to meet those commitments. The SLA is hereby incorporated into this Agreement.

Note: Additional terms are defined in context elsewhere in this Agreement.

3. Provision of Services and License Grant

3.1 Services Access: During the term of this Agreement and subject to Customer's compliance with its terms, the Company grants Customer a limited, non-exclusive, non-transferable right to access and use the Services for Customer's internal business purposes, as specified in each active Order Form. This grant includes the right for Customer's Authorized Users to access the Services, up to the number of User Seats purchased by Customer. All rights not expressly granted to Customer are reserved by the Company. Customer shall not sublicense, transfer, or allow third parties to access the Services except as permitted in this Agreement or the Order Form.

3.2 User Seats and Named Users: Each User Seat is valid for use by one named Authorized User. Customer must ensure that login credentials for the Services are not shared between individuals. The Company's pricing and licensing model is based on named users; therefore, concurrent or shared use of a single User Seat by multiple people is prohibited. Customer may reassign a User Seat from one individual to a new individual only when the original individual no longer requires access to the Services (for example, due to a role change or termination of employment). Any such reassignment of a User Seat must be permanent for the remaining subscription term for that seat, and not a means to circumvent the license restrictions (i.e. no "rotating" of licenses among active users). The total number of Authorized Users accessing the Services at any time must not exceed the number of User Seats Customer has purchased. If the Company discovers that User Seats are being shared or used by more than one individual in violation of this Section, it may treat such use as exceeding licensed capacity and invoice Customer for the additional users accordingly, or suspend the affected accounts upon written notice, in addition to any other available remedies.

3.3 Updates and Functionality: The Company may, from time to time, update or modify the Services (for example, by releasing enhancements, patches, or new features). Such updates or modifications will not materially reduce the core functionality of the Services for which the Customer has paid. The Services may include new features or modules that the Company offers separately for additional fees; Customer will not be charged for any new feature unless expressly agreed in an Order Form or enabled by Customer. The Company will use reasonable efforts to notify Customer of any significant changes to the Services.

3.4 Clickwrap Acceptance Mechanism: Customer acknowledges that this Agreement may be presented and accepted via an online or electronic click-through process. Customer's electronic acceptance (or acceptance by any Authorized User on Customer's behalf) is intended as a binding acceptance of all terms of this Agreement, equivalent to a signed, written contract. Customer further agrees that records of such electronic acceptance (such as logs or screenshots maintained by the Company) shall be admissible as evidence of Customer's acceptance of this Agreement.

4. Customer Obligations and Acceptable Use

4.1 Compliance with Laws: Customer is responsible for its and its Authorized Users' use of the Services. Customer shall use the Services only in compliance with applicable laws and regulations, including but not limited to data protection laws and export control laws. Customer shall not use the Services to process, store, or transmit any content or data that is illegal or that violates the rights of any third party.

4.2 Acceptable Use Policy Summary: In using the Services, Customer shall not (and shall ensure its Authorized Users do not): (a) use the Services for any unlawful, fraudulent, or malicious purpose, or in any manner that violates the rights of others; (b) input, upload, or transmit any Customer Data or other material that is obscene, defamatory, harassing, infringing, or otherwise objectionable (including any data that violates intellectual property rights or privacy rights of third parties); (c) transmit any viruses, malware, or harmful code, or engage in any activity that could damage, disable, overburden, or impair the Services (such as a denial-of-service attack or interference with normal operations); (d) attempt to gain unauthorized access to the Services or related systems or networks, or circumvent any security or authentication measures; (e) use any automated means (such as bots or scripts) to extract data from the Services or to otherwise interact with the Services in a manner not permitted by the Company (except as allowed via the Company's provided APIs and integrations in accordance with the documentation); or (f) resell, distribute, or frame the Services to any third party, or otherwise use the Services for the benefit of a third party, unless expressly authorized by the Company. These examples are a summary of the Company's Acceptable Use Policy. The Company reserves the right to update the AUP and to suspend or terminate any use of the Services that it reasonably determines violates the AUP or this Agreement.

4.3 Customer Equipment and Credentials: Customer is responsible for procuring and maintaining the equipment, software, and internet connections necessary for its Authorized Users to access the Services. The Company is not responsible for any internet access or downtime issues on the Customer's side. Customer shall also maintain the confidentiality and security of its account credentials and ensure that each Authorized User keeps their login details secure. Customer is responsible for any use of the Services under its account, whether authorized or not, until it notifies the Company of any breach or misuse of credentials.

4.4 Third-Party Data and Consents: If Customer or its Authorized Users input or upload any data into the Services that has been obtained from third-party sources (including any manually extracted market data from platforms such as WhatsApp or other messaging or social media services), Customer represents and warrants that it has the lawful right to collect and use such data and to provide it to the Company for processing under this Agreement. The Company is not responsible for the content or accuracy of any third-party data provided by Customer. Customer shall ensure that its use of such data (and the Company's processing of that data on Customer's behalf) does not violate any third-party terms of service or applicable law. Customer agrees to indemnify and hold the Company harmless from any claim by a third party that arises from Customer's provision or use of third-party data in the Services.

4.5 Feedback: Customer may provide suggestions, ideas, enhancement requests, or other feedback to the Company regarding the Services ("Feedback"). The Company shall own all rights in and to any Feedback provided, and Customer hereby assigns to the Company, without charge, all worldwide rights, title, and interest in any Feedback, and agrees that the Company is free to use and implement such Feedback in the Services or otherwise, without any obligation or attribution to Customer.

5. Customer Data and Data Protection

5.1 Ownership of Customer Data; Aggregated and Anonymised Analytics: As between the parties, Customer retains all right, title, and interest in and to Customer Data. The Company does not claim ownership of Customer Data. Customer grants to the Company a non-exclusive, worldwide, royalty-free license to host, copy, process, transmit, and display Customer Data only as necessary to provide the Services and fulfill the Company's obligations under this Agreement. The Company will not use Customer Data for any other purpose except as expressly permitted by Customer or required by law.

Notwithstanding the foregoing, the Company may create and use aggregated and anonymised data and statistics derived from Customer Data and/or Customer's use of the Services (including usage metrics, performance statistics, and model-quality measures) for the purposes of operating, maintaining, securing, supporting, improving, and developing the Services, including improving the Company's models and benchmarks, provided that such aggregated and anonymised data does not identify Customer, any Authorized User, or any individual and does not permit re-identification by the Company using reasonable means.

5.2 Data Protection and GDPR: Each party agrees to comply with its respective obligations under applicable data protection laws, including the EU and UK General Data Protection Regulation (GDPR) to the extent they apply. To the extent the Company processes any personal data on behalf of the Customer as part of providing the Services, the parties acknowledge that Customer is the "data controller" (or "controller") and the Company is the "data processor" (or "processor") of such personal data. The Company shall process personal data only on documented instructions from Customer and for the purposes of providing the Services, and in accordance with the Agreement and any applicable Data Processing Addendum (DPA) entered into between the parties. The Company will implement and maintain appropriate technical and organizational security measures to protect personal data and Customer Data against unauthorized access, loss, or destruction, as required by Article 32 of the GDPR and other applicable laws. The Company will also assist Customer in fulfilling data subject rights requests and other compliance obligations as reasonably necessary and in accordance with the DPA or applicable law. If no separate DPA is in place, this Agreement and Section 5 shall serve as the parties' data processing agreement, subject to any mandatory provisions required by law.

5.3 Subprocessors: Customer acknowledges and agrees that the Company may engage Subprocessors (including the Company's affiliates and trusted third-party service providers) to assist in delivering the Services and processing Customer Data. The Company shall be responsible for the performance of its Subprocessors and will ensure that any Subprocessor is bound by written agreements requiring substantially the same level of data protection and confidentiality obligations that the Company has under this Agreement (including obligations no less protective than those imposed by GDPR on data processors). Upon Customer's written request, the Company will provide Customer with a list of then-current Subprocessors processing Customer personal data for the Services, and will give advance notice of any intended addition or replacement of those Subprocessors to the extent feasible. If Customer has a reasonable objection to a new Subprocessor based on legitimate data protection grounds, it shall notify the Company and the parties will discuss a resolution in good faith (such as an alternative arrangement for the processing). If the Company cannot provide an alternative acceptable to Customer, Customer may, as a sole remedy, terminate the affected Services and receive a pro-rata refund of any prepaid fees for the terminated portion of the subscription.

5.4 Data Transfers: Customer acknowledges that the provision of the Services may require the transfer of Customer Data (including personal data) to jurisdictions outside of the UK or European Economic Area. The Company shall ensure that any such international transfers are made in compliance with applicable data protection laws, such as by implementing appropriate safeguards (for example, the UK International Data Transfer Agreement or EU Standard Contractual Clauses, as applicable, or relying on an adequacy decision).

5.5 Confidentiality of Customer Data: The Company understands that Customer Data may be confidential. The Company will treat all Customer Data as Customer's Confidential Information (as defined in Section 8 below) and will not disclose it to any third party except as permitted under this Agreement or as instructed by Customer.

5.6 Data Retention and Deletion: Upon termination or expiration of this Agreement, the Company will, within a reasonable time, securely delete or anonymize Customer Data in its possession or control. Specifically, unless otherwise required by applicable law, the Company shall, no later than 60 days after the effective date of termination, delete all Customer Data from active systems. Thereafter, any remaining copies of Customer Data in backups or archives will be overwritten or destroyed in the ordinary course of business. Alternatively, at Customer's request made at or prior to termination, the Company will provide Customer with a one-time export of Customer Data (in a standard format) within that post-termination period before deletion. Customer is responsible for downloading or requesting retrieval of its Customer Data prior to deletion. The Company may retain copies of Customer Data as required to comply with legal obligations or for legitimate internal business purposes (such as audit or compliance) but will continue to protect any such retained data under the confidentiality and security obligations of this Agreement.

5.7 AI Providers and Training Restrictions: The Company may use third-party service providers (including AI or model providers) to assist in providing certain features of the Services. The Company will configure such providers, where the provider offers such controls, so that Customer Data submitted to those providers through the Services is not used by the provider to train the provider's general-purpose models. Customer acknowledges that the Company's ability to enforce this commitment may depend on the provider's available configuration options and contractual terms; however, the Company will use commercially reasonable efforts to maintain such "no-training" configuration for Customer Data and will not knowingly enable training on Customer Data for general-purpose models without Customer's explicit written consent.

6. Fees and Payment

6.1 Fees: Customer agrees to pay all fees specified in each Order Form for the Services. Fees may include subscription fees (for a fixed number of User Seats, a certain usage volume, or other defined metrics), as well as any usage-based charges incurred. All fees are stated and shall be paid in Great British Pounds (GBP) unless another currency is indicated in the Order Form. Except as expressly provided in this Agreement or required by law, all payment obligations are non-cancellable and fees paid are non-refundable.

6.2 Invoicing and Payment Terms: Fees for the Services will be invoiced or charged in advance on the frequency stated in the Order Form (e.g. monthly or annually in advance, or as otherwise specified). If the Order Form is completed via an online purchase, Customer authorizes the Company to charge the provided payment method for the initial term and each renewal term (unless and until the subscription is properly terminated in accordance with this Agreement). Invoices (if applicable) are due for payment within thirty (30) days of the invoice date, unless otherwise stated on the Order Form. Customer is responsible for providing complete and accurate billing and contact information to the Company and notifying the Company of any changes to such information. If any invoiced amount is not received by the due date, the Company may (after giving at least seven (7) days' prior notice and opportunity to cure to Customer) charge interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate, or the maximum rate permitted by law, whichever is lower, from the due date until the date of full payment.

6.3 Taxes: All fees are exclusive of any value-added tax (VAT), sales tax, withholding tax, or other taxes, duties, levies or charges imposed by taxing authorities. Customer is responsible for all such taxes associated with its purchases under this Agreement, except taxes on the Company's net income. If the Company is required to collect and remit any taxes on Customer's behalf, the Company will include such taxes on the invoice or charge, and Customer agrees to pay them, unless Customer provides a valid tax-exemption certificate authorized by the appropriate taxing authority.

6.4 User Seat Changes: The fees payable are based on the number of User Seats and any other usage metrics specified in the Order Form. Customer may increase the number of User Seats (or other usage commitments) at any time by executing an additional Order or instructing the Company through the Service interface or support channels (where such self-service is available). If additional User Seats or usage capacity are added during a subscription term, the fees for the additional units will be prorated for the remainder of that term (unless otherwise specified) and charged to Customer's account. The Company may invoice for increased usage promptly after it occurs (for example, at the end of the month in which the usage increase occurred, or in the next billing cycle). Customer may not decrease the number of User Seats or reduce committed usage quantities during an active subscription term below the levels set in the Order Form; any reductions in count will only take effect from the start of the next renewal term (unless otherwise expressly agreed by the Company in writing or reflected in an updated Order Form).

6.5 Usage Metering and Watch Registry API: Certain aspects of the Services, including but not limited to the Watch Registry API, may be subject to usage-based billing or metering. The Company will monitor and measure Customer's usage of such features (for example, number of API calls made, volume of data processed, or other defined usage units) using its internal systems and tools. Customer acknowledges that the Company's measurements of usage will be the basis for calculating any usage fees, except in the case of manifest error. If Customer's usage of the Watch Registry API or any other metered feature exceeds the allotments or thresholds included in Customer's base subscription plan (as set out in the Order Form or the applicable service description), then the Company will charge Customer for the excess usage at the rates specified in the Order or, if not specified, at the Company's standard overage rates published at the time. The Company will either invoice such overage fees in arrears (for example, on a monthly basis for the prior month's usage above allotments) or include them in the next periodic bill. The Company may, in its discretion, provide alerts or reports to Customer regarding its usage relative to any limits, but Customer is responsible for monitoring its own usage. If Customer consistently exceeds its subscribed usage limits, the Company may require Customer to upgrade to a higher tier plan or adjust the commitment in a new Order Form.

6.6 Disputed Charges: If Customer believes that any charge or invoice is incorrect, it must contact the Company in writing within thirty (30) days of the invoice date (or charge date) to request an adjustment or credit, otherwise Customer will be deemed to have accepted the charges. The parties will work in good faith to resolve any billing disputes promptly. Customer shall pay all undisputed amounts by the due date.

6.7 Suspension for Non-Payment: If Customer's account is overdue on payment (excluding amounts under reasonable and good-faith dispute), the Company reserves the right to suspend Customer's access to the Services, provided that the Company has given Customer at least ten (10) days' prior written notice (which may be by email) of the overdue amount and Customer has failed to pay within that time. Suspension of the Service shall not release Customer from its payment obligations under this Agreement. The Company will promptly reinstate access to the Services upon Customer's full payment of all outstanding fees.

7. Service Levels and Support

The Company will use commercially reasonable efforts to make the Services available and to meet the service performance targets set forth in Schedule 1 (Service Level Agreement) to this Agreement. Schedule 1 describes the service uptime commitments, support response time targets for various issue severity levels, and any applicable service credits that Customer may be entitled to if the Company does not meet those commitments. In the event of any conflict between the terms of the SLA and this Agreement, the terms of the SLA shall govern with respect to service levels and remedies for service performance failures. Service credits, as defined in the SLA, will be the Customer's sole and exclusive remedy for any unavailability or performance degradation of the Services or any failure by the Company to meet the SLA targets, except that this limitation does not affect any termination rights expressly provided to Customer under Section 13. The Company's support team can be contacted via the support channels specified in the SLA or on the Company's website, and will provide technical support to Customer in accordance with the SLA. The Company may offer support via business email and business WhatsApp (if enabled by the Company for Customer) during the Company's standard business support hours. Customer acknowledges that messaging channels (including WhatsApp) are intended for convenience and may not be appropriate for the transmission of sensitive personal data; Customer shall use such channels responsibly and in accordance with applicable law.

8. Confidentiality

8.1 Definition of Confidential Information: "Confidential Information" means all information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), in any form or medium, which is marked or identified as confidential at the time of disclosure or which ought reasonably to be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of the Customer includes, without limitation, Customer Data and any non-public business or technical information that Customer provides to the Company. Confidential Information of the Company includes, without limitation, the Services (including any software, source code, algorithms, know-how, and documentation), pricing information, product roadmaps, and any non-public business, technical or financial information of the Company. The terms and conditions of this Agreement (including pricing and any disputes under the Agreement) shall also be deemed Confidential Information of both parties. Information does not constitute Confidential Information if it: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, as evidenced by written records; (c) is received from a third party on a non-confidential basis, without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

8.2 Confidentiality Obligations: The Receiving Party shall use the Disclosing Party's Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Agreement, and shall not disclose such Confidential Information to any third party except as permitted in this Section. The Receiving Party agrees to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own confidential information of similar nature, and in no event less than a reasonable standard of care. The Receiving Party may disclose Confidential Information only to its employees, officers, agents, or subcontractors (including in the case of the Company, its Subprocessors) who need to know such information for the purposes of this Agreement, and who are bound by confidentiality obligations at least as protective as those in this Section. The Receiving Party shall be responsible for any breach of confidentiality by any person to whom it discloses the Disclosing Party's Confidential Information.

8.3 Permitted Disclosure: Notwithstanding the above, Confidential Information may be disclosed by the Receiving Party if and to the extent required by law, court order, or regulatory authority, provided that (to the extent legally permitted) the Receiving Party gives prompt written notice to the Disclosing Party of such requirement to allow the Disclosing Party to seek a protective order or other remedy. If disclosure is required, the Receiving Party shall disclose only that portion of Confidential Information which it is legally compelled to disclose.

8.4 Duration: The confidentiality obligations in this Section 8 shall commence on the Effective Date and continue for the term of this Agreement and for a period of five (5) years after the termination or expiration of this Agreement. With respect to any trade secrets (as defined by applicable law) of the Disclosing Party, the confidentiality obligations shall continue for so long as such information remains a trade secret under applicable law.

8.5 Return or Destruction: Upon the Disclosing Party's written request or upon termination of this Agreement (whichever comes first), the Receiving Party shall promptly return or destroy (at the option of the Disclosing Party) all Confidential Information of the Disclosing Party in its possession or control, and certify in writing that it has done so. However, the Receiving Party may retain copies of Confidential Information as required by law or for routine backup and archival purposes, provided that any retained Confidential Information remains subject to the obligations of this Agreement.

9. Intellectual Property Rights

9.1 Company Intellectual Property: The Customer acknowledges that the Company (and/or its licensors) owns and shall retain all right, title, and interest, including all intellectual property rights (such as patents, copyrights, database rights, trade secrets, trademarks, and know-how), in and to the Services, the software and technology underlying the Services, the Company's APIs, documentation, and all derivatives, enhancements, or modifications thereof (regardless of who suggests or contributes any such enhancements). Except for the limited usage rights expressly granted to Customer in this Agreement, no rights or licenses to the Company's intellectual property are granted or implied. Customer shall not remove or alter any proprietary notices on the Company's software or displayed in the Services, and shall not reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying ideas or algorithms of any part of the Services (except as permitted by law notwithstanding this prohibition, and then only after providing the Company with advance notice and an opportunity to respond).

9.2 Customer Intellectual Property: As between the parties, Customer retains ownership of all intellectual property and proprietary rights in the Customer Data and in any of Customer's pre-existing materials or software that may be used with the Services. The Company shall have no rights to Customer's intellectual property except as expressly provided in this Agreement.

9.3 Deliverables and Configuration: If the Company provides any custom development, consulting, or configuration services to Customer (for example, assisting with implementation or creating custom integrations or reports) and creates any materials or deliverables specifically for Customer ("Deliverables"), the ownership of such Deliverables will be as agreed in a statement of work or Order Form. In the absence of a specific agreement, the Company grants Customer a perpetual, royalty-free, non-exclusive license to use any such Deliverables internally in connection with the authorized use of the Services. The Company may retain the right to reuse any underlying general knowledge, skills, templates, or techniques used or learned during the creation of Deliverables, provided that doing so does not disclose Customer's Confidential Information.

9.4 Third-Party Components: The Services may include or incorporate third-party software, services, data, or other components that are subject to open source or third-party license terms. To the extent such third-party terms require an attribution, permitted use, or other notice to be provided, the Company will include the relevant information in the documentation or within the Service. Customer's use of third-party components within the Services will be subject to any applicable third-party license terms (only with respect to the components, and not to any other part of the Service). Nothing in this Agreement limits Customer's rights under, or grants rights that supersede, the terms of any open source licenses applicable to any components of the Service.

9.5 Curated Database, Benchmark Data, and Derived Works: The Customer acknowledges that the Company may compile, curate, normalize, index, and enrich datasets and other information used to provide the Services (including pricing intelligence benchmarks, reference data, and other databases created or improved by the Company). As between the parties, the Company retains all right, title, and interest in and to: (a) the structure, organization, selection and arrangement of any such curated databases; (b) any Company-created reference datasets, indices, benchmarks, confidence measures, model features, transformations, and other derived materials generated by or for the Company in connection with the Services; and (c) the Company's methodologies, processes, analytics, and models used to generate outputs. For clarity, Customer retains ownership of Customer Data as set out in Section 5.1, and Customer's authorized use of the Services includes the right to access and use outputs made available to Customer through the Services for Customer's internal business purposes during the applicable subscription term.

10. Warranties and Disclaimers

10.1 Mutual Authority Warranty: Each party represents and warrants that it has the full legal authority to enter into and perform this Agreement, and that this Agreement constitutes a binding and enforceable obligation on it. Customer further warrants that it has obtained all necessary consents and rights in any Customer Data (including from its end users or from third-party sources) to permit the processing of such data by the Company as contemplated in this Agreement.

10.2 Service Performance Warranty: The Company warrants that, during the term of any paid subscription under an Order Form, the Services will substantially conform in all material respects to the applicable documentation or service descriptions provided by the Company. In the event of any breach of this warranty, Customer's sole and exclusive remedy, and the Company's sole obligation, will be for the Company to use commercially reasonable efforts to correct the non-conforming Services so that they conform to the warranty. If the Company fails to do so within a reasonable time, Customer may terminate the affected Services and receive a pro-rata refund of any pre-paid fees covering the remainder of the subscription term for the non-conforming Services (from the effective date of termination). This warranty shall not apply to any Services that are provided on a trial, beta, or free basis (which are provided "as is"), nor to any issues caused by misuse of the Services, third-party hardware or software, or factors outside of the Company's reasonable control.

10.3 No Financial or Professional Advice; Pricing Intelligence Limitations: Customer acknowledges that the Services, including any outputs or content generated by the Services, may include forecasts, analyses, recommendations, estimates, valuations, price indications, or other results generated by algorithms, artificial intelligence or machine-learning models, and/or derived from market information and other third-party sources. The Company does not guarantee the accuracy, completeness, timeliness, or appropriateness of any outputs or information generated by the Services, and such outputs may contain errors, omissions, or inaccuracies. Any information or output provided via the Services is for informational purposes only and should not be construed as professional advice of any kind. In particular, the Company is not providing legal, financial, investment, accounting, valuation, trading, or other professional advice to Customer or any third party.

Customer remains solely responsible for: (a) verifying any outputs or information before relying on them; (b) all decisions, actions, trades, purchases, sales, or other transactions Customer undertakes; and (c) determining whether the Services are suitable for Customer's use cases. Customer acknowledges that market conditions can change rapidly and that historical or indicative pricing information may not reflect actual achievable transaction prices. The Company shall have no liability for any trading decisions or transactions made by Customer (or any third party) in reliance on the Services.

10.4 Disclaimer of Warranties: Except as expressly provided in this Agreement, the Services and all related software, content, and materials are provided on an "as is" and "as available" basis. To the maximum extent permitted by law, the Company and its affiliates, suppliers, and licensors disclaim all warranties, conditions, and representations, express or implied, regarding the Services or otherwise arising under this Agreement, including but not limited to any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, title, or any warranties arising from course of dealing or trade usage. The Company does not warrant that the Services will be uninterrupted, error-free, or completely secure, or that the Services will meet Customer's requirements or expectations. Customer assumes all risk arising from its use of the Services, and the Company makes no guarantee that the results obtained from the use of the Services (including any AI-generated outputs) will be accurate or reliable. No oral or written information or advice given by the Company or its representatives shall create any warranty not expressly stated in this Agreement.

10.5 Beta Services: From time to time, the Company may offer Customer access to beta or early-access features or services ("Beta Services"). Any Beta Services will be identified as such, for example as a beta, pilot, limited release, or trial. Customer acknowledges that Beta Services are experimental and provided "as is" exclusively for evaluation and feedback purposes, and not for production use. The Beta Services may be incomplete or contain bugs, errors, or other issues, and the Company provides no warranties whatsoever (express or implied) regarding these services. The Company may modify or discontinue Beta Services at any time and makes no commitment to provide them as general availability features. Customer's use of Beta Services is voluntary and at its own risk, and the Company will have no liability arising out of or related to Beta Services.

11. Indemnification

11.1 Indemnification by the Company: The Company shall defend Customer, its officers, directors, and employees (collectively, the "Customer Indemnitees") against any claim, demand, suit, or proceeding made or brought by an unaffiliated third party alleging that Customer's use of the Services in accordance with this Agreement directly infringes or misappropriates a third party's intellectual property rights (an "IP Claim"). The Company will indemnify and hold harmless the Customer Indemnitees from any damages, losses, and reasonable legal fees finally awarded against them by a court of competent jurisdiction (or agreed in settlement by the Company) as a result of such IP Claim, provided that Customer (a) promptly notifies the Company in writing of the IP Claim (however, any failure of prompt notice will only relieve the Company of its obligations under this Section to the extent the Company is prejudiced by such delay); (b) gives the Company sole authority and control over the defense and settlement of the IP Claim (except that the Company may not settle any claim without Customer's consent if it involves an admission of fault or liability on Customer's part or any non-monetary obligation on Customer other than cessation of use of infringing materials); and (c) provides reasonable information and assistance to the Company in defending the claim. The foregoing indemnity will not apply if the IP Claim arises from: (i) any Customer Data or third-party data provided by Customer, or the combination of the Services with any data, software, hardware, or business process that is not provided by the Company, if the infringement would not have occurred but for such combination or such data; (ii) Customer's use of the Services in violation of this Agreement or outside the scope of use identified in the documentation; or (iii) any modification or alteration of the Services (other than by the Company) if the infringement would not have occurred but for such modification. In the event of an IP Claim or if the Company reasonably believes the possibility of an IP Claim exists, the Company may, at its option and expense, seek to mitigate the issue by: (A) procuring for Customer the right to continue using the affected Services; (B) replacing or modifying the allegedly infringing portion of the Services to avoid the infringement (while substantially preserving functionality); or, if (A) and (B) are not feasible on commercially reasonable terms, (C) terminating the affected Service and providing a pro-rata refund of any pre-paid fees for the terminated portion of the subscription. This Section 11.1 states the exclusive liability of the Company, and the exclusive remedy of Customer, for any third-party claims of intellectual property infringement or misappropriation related to the Services.

11.2 Indemnification by Customer: Customer shall defend the Company, its affiliates, and their officers, directors, and employees (collectively, the "Company Indemnitees") against any claim, demand, suit, or proceeding made or brought by a third party arising out of or in connection with: (i) Customer's or any Authorized User's use of the Services in violation of this Agreement or applicable law; (ii) any Customer Data or other content provided by Customer (including any claim that the upload, storage, use, or transfer of Customer Data infringes or violates the rights of a third party or has caused harm to a third party); or (iii) any breach by Customer of Section 4.2 (Acceptable Use) or Section 5.4 (Third-Party Data and Consents) of this Agreement. Customer will indemnify and hold harmless the Company Indemnitees from any damages, losses, and reasonable legal fees finally awarded against them by a court of competent jurisdiction (or agreed in settlement by Customer) as a result of such claim, provided that the Company (a) promptly notifies Customer in writing of the claim; (b) grants Customer sole authority and control over the defense and settlement of the claim (subject to similar limitations as above regarding admissions of fault or non-monetary obligations); and (c) provides reasonable cooperation and assistance in the defense.

11.3 General: The indemnifying party's obligations under this Section 11 (Indemnification) are contingent on the indemnified party complying with the conditions of notice, control, and assistance described above. The indemnified party may participate in the defense at its own expense with counsel of its own choosing, but the indemnifying party will have the right to control the defense and settlement of the claim as stated. The indemnities in this Section are given to the parties only, and not to any unaffiliated third party (such as Customers of Customer), and shall not expand or limit either party's liability under this Agreement beyond the limits and exclusions set forth in Section 12.

12. Limitation of Liability

12.1 Exclusion of Certain Damages: To the fullest extent permitted by law, neither party shall be liable to the other party (nor to any person or entity claiming through the other party) for any indirect, incidental, special, consequential, punitive, or exemplary damages, or for any loss of profits, loss of revenue, loss of anticipated savings, loss of business opportunity, loss or corruption of data, or business interruption, arising out of or in connection with this Agreement or the use or inability to use the Services, even if a party has been advised of the possibility of such damages. The foregoing exclusion shall apply regardless of the legal theory of liability (contract, tort, negligence, strict liability, misrepresentation, or any other theory) and regardless of whether any limited remedy herein fails of its essential purpose.

12.2 Cap on Liability: Except for the specific excluded liabilities set forth in Section 12.3 below, each party's total aggregate liability arising out of or relating to this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amount of fees paid or payable by Customer to the Company under this Agreement in the twelve (12) months immediately preceding the event giving rise to liability (or, if the duration of Services under this Agreement has been less than 12 months, the average monthly fees paid multiplied by 12). If no fees have been paid (for example, if only a free trial was used), the Company's liability shall be limited to £100 GBP.

12.3 Unlimited Liabilities and Carve-outs: Nothing in this Agreement shall operate to limit or exclude either party's liability for: (a) death or personal injury caused by its negligence or the negligence of its employees or agents; (b) fraud or fraudulent misrepresentation; (c) any other liability which cannot be limited or excluded under applicable law (such as certain statutory liabilities under the Data Protection Act 2018, if applicable); or (d) Customer's liability to pay all due fees under this Agreement. In addition, the exclusions and limitations in Sections 12.1 and 12.2 shall not apply to: (i) breaches of confidentiality (Section 8) or security obligations under data protection laws, to the extent that limiting liability for such breaches is prohibited by law; or (ii) the parties' respective indemnification obligations under Section 11, solely with respect to third-party claims for which a party has an indemnification obligation (however, this Section 12.3(ii) shall not be construed as increasing the liability cap for any other losses beyond third-party claim indemnification).

12.4 Allocation of Risk: The parties agree that the limitations of liability and disclaimers of warranty in this Agreement reflect a reasonable allocation of risk between the parties, and that were the Company to assume any further liability, the fees charged would be significantly higher. The fees for the Services have been set with reference to these limitations. Each party acknowledges that it has had the opportunity to review and negotiate the provisions of this Agreement, including this Section 12, and expressly accepts the risks and limitations herein.

13. Term and Termination

13.1 Term of Agreement: This Agreement commences on the Effective Date and will remain in effect until all Order Form subscriptions hereunder have expired or have been terminated in accordance with this Agreement. Each Order Form will specify a subscription term for the Services (e.g. a certain number of months or years, or in the case of a pay-as-you-go plan, an ongoing monthly term until cancelled). Unless otherwise stated in an Order Form, each subscription will automatically renew for successive renewal terms equal in length to the initial term, unless either party gives the other written notice of non-renewal at least: (a) fifteen (15) days before the end of the then-current term, in the case of a month-to-month subscription; or (b) sixty (60) days before the end of the then-current term, in the case of an annual or multi-annual subscription. The Company reserves the right to reasonably adjust the fees for any renewal term (for example, to reflect changes in pricing or increased costs); if the fee for a renewal term will increase above the then-current pricing, the Company will notify Customer in advance (for example, through the invoice or notice of renewal), and Customer may choose to not renew to avoid such increase.

13.2 Termination for Cause: Either party may terminate this Agreement (and any or all Order Forms) for cause: (i) if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching party specifying the breach and requiring it to be remedied (the "Cure Period"); or (ii) if the other party becomes insolvent, bankrupt, or is the subject of any winding-up, administration or receivership proceeding, and such proceeding is not dismissed or resolved within sixty (60) days. A material breach by Customer shall include, but is not limited to, Customer's failure to pay any overdue fees within the Cure Period, or any breach of Section 4.2 (Acceptable Use) that either cannot be remedied or has caused the Company serious harm. If Customer fails to cure a payment breach after notice, the Company may additionally suspend the Services (as described in Section 6.7) during the Cure Period.

13.3 Termination for Convenience of a Service: In addition to termination rights under Section 13.2, if Customer has signed up online for a month-to-month or trial subscription with no long-term commitment, the Company may terminate this Agreement and/or any specific Services (such as a free or trial service) for convenience by providing at least thirty (30) days' prior notice to Customer (email notice is sufficient). Similarly, Customer may terminate a month-to-month subscription at any time via the account settings or by written notice to the Company, and such termination will take effect at the end of the then-current monthly billing period (unless earlier terminated by the Company for cause). For clarity, neither party may terminate a fixed-term Order for convenience during the agreed subscription term, except as permitted by this Agreement or by mutual written agreement of the parties.

13.4 Effect of Termination: Upon termination or expiration of this Agreement (or an individual Order Form): (a) all rights and licenses granted to Customer under the Agreement or that Order Form will immediately terminate, and Customer (and its Authorized Users) must immediately cease all use of the Services (including any related software or documentation) and destroy any Company Confidential Information in its possession (subject to Section 8.5 regarding retained copies); (b) the Company will cease providing the Services to Customer and may terminate Customer's access accounts (except as necessary for any post-termination access period agreed below for data retrieval); and (c) Customer shall promptly pay any outstanding fees and charges incurred up to the effective date of termination. In the event that an Order Form is terminated (but others remain in effect), the terms of this Agreement shall remain in effect for the remaining Orders. If the Agreement as a whole is terminated, all outstanding Order Forms are automatically terminated as of the same date. Termination or expiration of the Agreement or any Order (for any reason) shall not relieve either party of any obligations or liabilities that have accrued up to the date of termination.

13.5 Data Retrieval and Deletion: As described in Section 5.6, for a limited time after termination, the Company will, upon Customer's request, make Customer Data available for export or download. After such period, the Company will delete Customer Data from the Services, in accordance with Section 5.6. It is Customer's responsibility to request data export and/or retrieve any needed Customer Data prior to its deletion. The Company has no obligation to retain Customer Data beyond the timeframes specified in this Agreement.

13.6 Survival: Any provision of this Agreement that by its nature is intended to survive termination or expiry (including but not limited to accrued rights to payment, confidentiality obligations, indemnities, warranty disclaimers, limitations of liability, and miscellaneous provisions) shall survive the termination or expiration of this Agreement.

14. General Provisions

14.1 Assignment: Neither party may assign or transfer this Agreement, in whole or in part, to any third party without the prior written consent of the other party, except that either party may assign this Agreement in its entirety, without the other's consent, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. In the event of any permitted assignment, this Agreement shall bind and inure to the benefit of the parties' respective successors and permitted assigns. Any attempted assignment in violation of this Section 14.1 shall be null and void.

14.2 Entire Agreement (Integration Clause): This Agreement, together with all Order Forms, Schedules (including the SLA in Schedule 1) and any documents incorporated herein by reference (such as a DPA or AUP, if provided), constitutes the entire agreement between the Company and the Customer regarding the subject matter hereof, and supersedes all prior or contemporaneous agreements, proposals, negotiations, understandings, and communications, whether written or oral, between the parties regarding the same subject. Each party acknowledges that in entering into this Agreement, it has not relied on any statement, representation, warranty, or understanding (whether negligently or innocently made) of any person that is not expressly set out in this Agreement. No terms in any Customer purchase order or other business form shall modify or supplement the terms of this Agreement, even if signed or accepted by the receiving party, and any such additional or conflicting terms are hereby rejected, unless the parties specifically negotiate and agree in writing (making explicit reference to amending this Agreement) to include such terms.

14.3 Amendments: The terms of this Agreement may be amended or modified only by a written document signed by both parties (or accepted through a mutually agreed electronic process). For clarity, email or click-through acknowledgments from the Company's support or account representatives will not constitute an amendment to this Agreement unless explicitly stated. Notwithstanding the foregoing, if the Company provides an updated version of this Master Services Agreement for new transactions and Customer agrees to that updated version (for example, by accepting it in connection with a contract renewal or new Order Form), then that updated version will supersede this Agreement going forward.

14.4 No Waiver: The failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision or of any other provision, nor shall it limit the party's right thereafter to enforce that provision or any other provision. A waiver of any term of this Agreement shall only be effective if in writing and signed by the waiving party, and any such waiver shall apply only to the specific instance and specific purpose stated.

14.5 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be deemed modified to the minimum extent necessary to make it enforceable (if possible) or, if not possible, omitted from this Agreement. The remainder of this Agreement shall remain in full force and effect and the invalid provision shall be interpreted in a manner that most closely reflects the original intent of the parties.

14.6 Relationship of the Parties: The relationship of the parties under this Agreement is that of independent contractors. Nothing in this Agreement is intended to, or shall be deemed to, create any partnership, joint venture, agency, fiduciary, or employment relationship between the parties. Neither party is an agent of the other, and neither has any authority to make any commitment or representation on the other's behalf.

14.7 Third-Party Rights: A person or entity who is not a party to this Agreement (other than an affiliate who is expressly identified as a beneficiary of an indemnity or other right herein) shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

14.8 Notices: Except as otherwise specified in this Agreement, all notices, requests, consents, claims, and other communications under this Agreement (collectively, "Notices") shall be in writing and shall be deemed effectively given: (a) when delivered personally or by courier with tracking; (b) on the fifth business day after being sent by pre-paid first class post or recorded delivery to the address of the party set forth in the most recent Order Form (or, in the case of the Company, to its registered office if different); or (c) on the first business day after sending by email to the contacts designated by each party (provided that no bounce or error message is received). Notices to the Company should be sent to its legal or contract notice email/address as specified on the Order Form or on the Company's website. Notices to Customer may be sent to the contact information provided in Customer's account or Order Form. It is the responsibility of each party to notify the other in writing of any changes to their contact information for Notices.

14.9 Governing Language: This Agreement is drafted and executed in the English language. If this Agreement is translated into any other language, the English language version shall prevail in the event of any conflict or discrepancy in interpretation. Any legal proceedings arising out of or in connection with this Agreement shall be conducted in English, to the extent permitted by law.

14.10 Counterparts: This Agreement may be executed in counterparts (for instance, by exchanging signature pages via PDF or electronic signature service), each of which will be deemed an original, and all of which together constitute one and the same agreement. If this Agreement is accepted via an online clickwrap process, records of such acceptance shall be considered counterparts to a signed agreement.

14.11 Force Majeure: Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement (other than payment obligations) if and to the extent such failure or delay is caused by a Force Majeure Event. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control which prevents or materially delays that party's performance, including (without limitation) acts of God, flood, fire, earthquake, epidemic or pandemic, war, terrorism, civil commotion, riots, sabotage, governmental or regulatory action, strikes or other labor disputes (excluding strikes by the affected party's own personnel), interruption or failure of telecommunications, internet, hosting, cloud infrastructure, or utilities not caused by the affected party, and failures or outages of third-party platforms or service providers on which the Services reasonably depend. The affected party shall: (a) promptly notify the other party in writing of the Force Majeure Event and its anticipated impact; (b) use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable; and (c) keep the other party reasonably informed of material developments. If a Force Majeure Event continues for more than sixty (60) consecutive days and materially prevents the affected party's performance, either party may terminate the affected Order Form(s) upon written notice, and in such case the Company shall refund any prepaid fees for the terminated portion of the subscription term for Services not provided as a result of the Force Majeure Event.

15. Governing Law and Dispute Resolution

15.1 Governing Law: 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 shall be governed by and construed in accordance with the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) does not apply to this Agreement.

15.2 Jurisdiction: The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter. Each party waives any objection to the jurisdiction of such courts on grounds of inconvenient forum or otherwise, and agrees not to file or bring any action or proceeding arising out of this Agreement in any other jurisdiction.

15.3 Injunctive Relief: Notwithstanding Section 15.2, each party acknowledges that a breach by the other of Sections 4.2 (Acceptable Use), 8 (Confidentiality), or 9 (Intellectual Property) may cause irreparable harm for which damages would not be an adequate remedy. Nothing in this Agreement shall prevent either party from seeking interim or injunctive relief (such as a temporary restraining order or preliminary injunction) from any competent court to prevent or enjoin any actual or threatened breach of that party's intellectual property rights or Confidential Information, or any breach of law or contract that may cause irreparable injury, without having to post a bond or prove the inadequacy of monetary damages.

15.4 Good Faith Negotiation: In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first attempt to resolve the matter in good faith through discussions between senior representatives of each party. If the parties are unable to resolve the dispute within a reasonable time (for example, 30 days) after written notice of the dispute, then either party may pursue the remedies available to it under this Agreement or at law, subject to the provisions of this Section 15.

Schedule 1: Service Level Agreement (SLA)

1. Service Availability: The Company will use commercially reasonable efforts to ensure that the Services achieve a Monthly Uptime Percentage of at least 99.5% (the "Uptime Commitment"). "Monthly Uptime Percentage" is calculated as the total minutes in a calendar month minus the total minutes of Unscheduled Downtime in that month, divided by the total minutes in that month, then multiplied by 100%. "Unscheduled Downtime" refers to any time the production Services are unavailable to Customer, excluding downtime or unavailability: (a) that results from maintenance announced by the Company (with at least 24 hours notice) or emergency maintenance (notified as soon as practicable) ("Scheduled Maintenance"); (b) caused by factors outside the Company's reasonable control, including any force majeure events (as described in Section 14, e.g. internet outages or third-party service failures); (c) that results from any actions or inactions of Customer or any third party acting on Customer's behalf (such as misconfiguration or misuse of the Services, or issues in Customer's systems or networks that prevent access to the Services); or (d) that results from the suspension of the Service in accordance with the Agreement (e.g., due to non-payment or AUP violations). The Company will provide at least 99.5% uptime each month, excluding the foregoing exceptions.

2. Support Hours and Response Times: The Company offers customer support services for the Services via email and/or an online support portal, and may also offer support via business WhatsApp. Support is available during the Company's standard business support hours: 10:00 a.m. to 6:00 p.m., Monday to Friday, UK local time, excluding UK public holidays (unless otherwise specified in an Order or a premium support plan). The Company will use commercially reasonable efforts to respond to support requests within the following target times, based on the severity of the issue:

Severity 1 – Critical Impact (Service Unavailable or Severely Impaired): Response target within 1 hour during support hours. This level is for issues where the Service is completely down or a critical functionality is inaccessible, with no workaround, affecting all or a majority of users.

Severity 2 – High Impact (Major Feature Impaired or Significant Degradation): Response target within 4 business hours. This is for issues causing significant disruption of major Service features or noticeably degraded performance, with no reasonable workaround, but the Service is still operational on a limited basis.

Severity 3 – Medium Impact (Minor Feature Issue or Moderate Degradation): Response target within 1 business day. This covers issues where certain non-critical features are not functioning correctly, or performance is degraded in a non-critical manner, but a workaround exists or the issue is confined to a small subset of users.

Severity 4 – Low Impact (General Inquiry or Cosmetic Issue): Response target within 2 business days. This is for general usage questions, cosmetic issues, or requests that do not significantly affect normal operation of the Service.

Upon receiving a support request, the Company will assign a severity level in good faith based on the above criteria and will notify Customer of the assignment if it differs from Customer's initial designation. The Company will then work to troubleshoot and resolve the issue, and may provide status updates periodically until resolution. Resolution might include a fix, a viable workaround, or other mitigation.

3. Service Credits for Downtime: If the Company fails to meet the Uptime Commitment in a given calendar month, Customer may submit a request for a service credit. The request must be submitted in writing or via email to the Company's support team within 15 days of the end of the affected month, and must include the dates and approximate times of the unscheduled downtime to be reviewed. If the Company confirms that the Monthly Uptime Percentage for that month fell below 99.5% due to causes within the Company's control (and not due to any exclusion in Section 1 of this SLA), then the Company will issue to Customer a Service Credit for that month. The Service Credit will be calculated as a percentage of the monthly subscription fee for the Service (or pro-rated monthly fee if Customer is on an annual plan), as follows:

For Monthly Uptime Percentage >= 99.0% but < 99.5%: Service Credit equal to 5% of the monthly fee;

For Monthly Uptime Percentage >= 95.0% but < 99.0%: Service Credit equal to 10% of the monthly fee;

For Monthly Uptime Percentage < 95.0%: Service Credit equal to 25% of the monthly fee.

Service Credits will be applied to Customer's next invoice or payment due (or refunded to Customer if no further invoices are due). The maximum Service Credit in any single month shall not exceed 25% of the monthly fee for the affected Service. Service Credits are not refundable for cash and are not cumulative beyond the month in question (i.e., if multiple SLA breaches occur in one month, only the highest applicable credit percentage will apply).

4. Exceptions: Service Credits shall not apply in the following situations: (a) Customer is in material breach of the Agreement (including any payment obligations) at the time of the occurrence or at the time of the claim; (b) downtime or issues caused by Customer's use of the Service in a manner not authorized under the Agreement or documentation; or (c) any SLA claim that is made past the deadline in Section 3. Additionally, trials, beta services, and non-paid subscriptions are not eligible for any Service Credits for downtime or service issues.

5. Exclusive Remedy: The Service Credits issued under this SLA are Customer's sole and exclusive remedy for any failure by the Company to meet the Service availability or performance standards

described in this Schedule 1. The Company's aggregate liability for any and all Service failures in a given month is limited to the Service Credits specified above. Service Credits provided in any month will be offset against any claim for damages arising from related service performance or availability issues for that month.

6. SLA Review and Changes: The Company may update the terms of this SLA from time to time, but any change that materially reduces Customer's rights or available Service Credits hereunder will not take effect until the start of Customer's next renewal term (and will be communicated to Customer in advance, typically through an update notice or as part of renewal documentation). Customer's continued use of the Services after a new term begins will constitute acceptance of the updated SLA.