BEAMERY POC TERMS AND CONDITIONS

1. Supply of Services

1.1. Supplier shall provide Customer with access to the services described in the Order ("**Services**") for the term set out in the applicable Order ("**Term**") for Customer's internal business purposes.

1.2. Supplier may make updates to the Services from time to time. Supplier and its licensors remain the sole owner of all intellectual property rights, title, and interest in the Services and any related software. Supplier does not grant Customer any intellectual property rights under this Agreement.

1.3. Supplier may offer Customer the option to use a version or feature of the Services that Supplier has not made generally available for production use, is in its early development, or is otherwise identified as 'beta', 'labs' or similar by Supplier ("**Beta Services**"). Beta Services are provided AS IS with no warranty, indemnity, or liability, and may be subject to additional terms. Supplier may modify or discontinue the Beta Services at any time in Supplier's sole discretion and without any liability to Customer.

2. Use of AI Technologies

2.1. Customer acknowledges and agrees that Supplier may use artificial intelligence technologies to enhance, support and/or deliver all or part of the Services (including but not limited to the creation of the JA Data). "**JA Data**" means data, skills, job descriptions, hierarchy, and relationships between roles that are provided or generated by the job architecture portal.

2.2. Customer acknowledges that Supplier may provide Customer with access to AI-powered features, functionalities, or services ("**AI Services**"). Users may use suggested prompts or provide prompts to the AI Services ("**Prompt(s)**"), and receive a response generated and returned by the AI Services based on material including, but not limited to, the Prompt and/or Customer Data ("**Response(s)**").

2.3. Supplier shall own the intellectual property rights (if any) in the Responses and JA Data (excluding any Customer Data therein), provided that Supplier shall provide Customer with a non-exclusive, non-sublicensable, non-transferable worldwide, royalty-free license to use the Responses and JA Data in order to use the Services for its internal business purposes during the Term. Customer acknowledges that the Prompts, Responses, and JA Data may not be unique, and that the same or similar Prompts, Responses, and JA Data may be provided to other users and Supplier's other customers.

2.4. Customer shall ensure any Prompts and/or Customer Data it provides to Supplier does not cause infringement of third-party rights. Customer acknowledges and agrees that the Responses and JA Data are directed, in part, by the Customer, and accordingly, Supplier makes no warranties and provides no indemnities in relation to the Responses and JA Data non-infringement of third-party rights.

2.5. Supplier may monitor the performance of the AI Services, including reviewing Prompts, Responses, and JA Data logs for the purpose of improving and developing its AI Services. Supplier shall not disclose the Prompts, Responses, and JA Data externally unless it is aggregated or de-identified.

3. Customer Data & Confidential Information

3.1. Customer remains the owner of the data its users input into the Services ("**Customer Data**"). Customer Data is Confidential Information.

3.2. Each party shall (a) not use the other party's Confidential Information other than as required for the performance of its obligations or as permitted under this Agreement; (b) not disclose the other party's Confidential Information to any third party (except its affiliates, subcontractors, professional advisors or as required by applicable law, court order, or other governmental authority) without the prior written consent of the other party; and (c) use reasonable efforts (not less than it uses to protect its own confidential information) to prevent the unauthorized disclosure of the other party's Confidential Information. "**Confidential Information**" means any information, which is designated by a party, its affiliates or subcontractors, as being confidential (whether or not it is marked) or which can reasonably be expected to be confidential, that the other party obtains in connection with this Agreement. Confidential Information shall not include any information which: (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) was or is independently developed by the receiving party without reference to the Confidential Information of the other party.

3.3. Customer may provide feedback regarding any part of the Services, products, business or development plans, or technology roadmaps ("**Feedback**") and Supplier may collect data from Customer's use of the Services, residual knowledge, and job architecture audit logs ("**Learnings**"). Supplier may use such Feedback and Learnings for lawful business purposes, including but not limited to understanding, improving, and developing the Services, artificial intelligence learning, benchmarking, and analytics. However, Supplier shall not disclose the Feedback or Learnings externally unless it is aggregated or de-identified.

3.4. Customer shall not use the Services to process any restricted information, including but not limited to financial information, social security numbers, health information, background checks, trade union membership, gender, sexual orientation, racial or ethnic data, and information of children.

3.5. Customer acknowledges that it is the Controller of any personal data in the Customer Data and as such Customer warrants that it shall use the Services in compliance with all applicable data protection laws and that it has all necessary consents (or other lawful basis) to transfer the Customer Data to Supplier. Both parties shall comply with the terms of the DPA at https://beamery.com/legal.

4. Term & Termination

4.1. This Agreement shall govern all Orders made under it and shall continue until the earlier of expiry of all Orders or termination in accordance with this Agreement. Without affecting any right or remedy available to it, a party may terminate this Agreement and the applicable Order, by giving written notice of such termination to the other party: (a) in the case of Supplier, if Customer fails to pay any invoice in accordance with this Agreement and remains in default for thirty (30) days after being notified in writing to make such payment; (b) if the other party commits a material breach of any term of this Agreement or Order (as applicable to the breach) and fails to remedy that breach within a period of thirty (30) days after being notified (with a reasonably detailed explanation of the breach) in writing to do so.

4.2. Upon termination or expiration of this Agreement: (a) all rights granted hereunder to use the Services shall terminate immediately; (b) Customer shall promptly pay any Fees, taxes, or other amounts due or outstanding for the remainder of the term set out in the applicable Order; and (c) in the case of termination by Customer for cause under Section 4.1(b) Supplier shall issue a pro-rata refund to Customer of any Fees paid in advance for Services not rendered.

5. Supplier Warranties

5.1. Supplier warrants that it shall comply with laws applicable to Supplier's provision of the Services.

5.2. Supplier warrants that it shall deliver the Services in accordance with the Order. If the Services do not conform to the performance warranty in this Section 5.2 Supplier shall, at its expense, correct any such non-conformance, or provide Customer with an alternative means of accomplishing the performance. If Supplier cannot correct or substitute such non-conformance within a commercially reasonable timeframe, either party may terminate the non-conforming Services and Supplier shall issue a pro-rata refund to the Customer for such non-conforming Services. Such correction, substitution, or termination with a pro-rata refund constitutes Customer's sole and exclusive remedy in connection with any non-conformance with this performance warranty. Supplier shall not be liable for any non-conformance to the extent that such arises due to the use of the Services by or on behalf of Customer contrary to this Agreement, Supplier's express instructions, or any modification of the Services by or on behalf of Customer.

5.3. Supplier shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data in accordance with ISO 27001 and SOC2 Type 2 industry standards.

5.4. EXCEPT AS STATED IN THIS AGREEMENT, SUPPLIER MAKES NO WARRANTY WITH RESPECT TO THE SERVICES, AND DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CUSTOMERS' BUSINESS REQUIREMENTS. SUPPLIER DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE, ACCURATE, UNINTERRUPTED, OR CONTINUOUS, OR THAT IT IS COMPATIBLE WITH CUSTOMER'S SYSTEMS. SUPPLIER SHALL HAVE NO LIABILITY FOR ANY LOSS, OR DAMAGE THAT IS CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, DATA, INSTRUCTIONS, OR SCRIPTS

PROVIDED TO SUPPLIER BY CUSTOMER, OR ANY ACTIONS TAKEN BY SUPPLIER AT CUSTOMER'S DIRECTION. SUPPLIER DOES NOT SUPPLANT CUSTOMER'S MANAGEMENT OR OTHER DECISION-MAKING BODIES AND DOES NOT GUARANTEE RESULTS; CUSTOMER REMAINS SOLELY RESPONSIBLE FOR ITS DECISIONS, ACTIONS, USE OF THE SERVICES.

6. Customer Obligations

6.1.   Customer shall use the Services in compliance with all applicable laws. Customer shall not: (a) attempt to gain unauthorized access to the Services; (b) use the Services in a way that threatens the security, integrity, or availability of the Services, including but not limited to uploading content or files that contains viruses, malware, or malicious code and sending spam emails; (c) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or disclose to any third party the source code, object code, underlying structure, ideas, know-how or algorithms relevant to the Services; (d) sell, resell, license, sublicense, or make available the Services to any third party; (e) use the Services as part of any automated decision-making process or without taking into account other factors beyond the Services' recommendations when making final decisions; (f) use the Services in a manner that facilitates or generates content that promotes discrimination, violence, or is otherwise harmful; and/or (g) share user login details or otherwise use the Subscription Services in excess of the limits set out in the applicable Order. Customer acknowledges and agrees that it retains ultimate control and responsibility over its use and configuration of the AI Services and any output therefrom, including but not limited to maintaining necessary human oversight and not relying on any output or assertions without independently fact-checking them.

6.2.   Supplier may suspend, in its reasonable discretion, any user's access to the Services, for breach of Section 6.1. Supplier shall notify Customer of such suspension as soon as practicably possible. Any suspension shall be as limited in scope and duration as reasonably possible.

7. Liability

7.1.   NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY; (B) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION; (C) CUSTOMER'S LIABILITY FOR PAYMENT OF FEES; OR (D) ANY LIABILITY THAT CANNOT BE LAWFULLY LIMITED OR EXCLUDED.

7.2.   IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, WHETHER SUCH ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHICH SHALL INCLUDE (BUT ARE NOT LIMITED TO) ANY: (A) LOSS OF PROFITS; (B) LOSS OF ANTICIPATED SAVINGS; (C) LOSS OR CORRUPTION OF CUSTOMER DATA; (D) LOSS OF GOODWILL AND REPUTATION; (E) COST OF REPLACEMENT OF SUBSTITUTE GOODS; (F) LOSS OF BUSINESS OPPORTUNITY; OR (G) WASTED EXPENDITURE.

7.3.   IF EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY, TOGETHER WITH THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AFFILIATES AND AGENTS, SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID OR PAYABLE UNDER THE APPLICABLE ORDER IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO ANY CLAIM.

8. Intellectual Property Indemnity

8.1.   Supplier shall defend Customer, its affiliates, and their respective officers, directors, and employees (collectively, "Customer Indemnified Parties") against any third-party claim brought against a Customer Indemnified Party to the extent that such claim directly arises from an allegation that the use of the Services as authorized under this Agreement infringes or misappropriates such third party's valid patent, copyright, or trade secret (an "IP Claim"). Supplier shall indemnify and hold harmless the Customer Indemnified Parties from and against any damages, reasonable attorney fees, and costs finally awarded against a Customer Indemnified Party by a court of applicable jurisdiction as a result of, or for amounts paid by a Customer Indemnified Party under a settlement approved in writing by Supplier of, an IP Claim; provided that Customer: (i) promptly gives Supplier written notice of the IP Claim (provided that any delay in providing notice shall only relieve Supplier of its obligations to the extent it is materially prejudiced by such delay); (ii) gives Supplier sole control of the defense and settlement of the IP Claim (provided that Supplier may not settle any IP Claim unless it unconditionally releases Customer of all liability and does not admit any fault or wrongoing by Customer); and (iii) provides to Supplier all reasonable assistance, at Supplier's expense.

8.2.   If the Services become, or in Supplier's opinion are likely to become, the subject of an IP Claim, Supplier may at its option and expense: (i) procure for Customer the right to continue using the Services as contemplated by this Agreement; (ii) replace or modify the Services to be non-infringing, provided that such replacement or modification does not materially diminish the functionality or performance of the Services; or (iii) if options (i) or (ii) are not commercially reasonable in Supplier's judgment, terminate Customer's rights and Supplier's obligations with respect to the allegedly infringing Services and refund to Customer any pre-paid, unused Fees for such terminated Services, calculated on a pro-rata basis.

8.3.   Supplier shall have no liability for any IP Claim to the extent it arises from: (i) Customer Data; (ii) modification of the Services by anyone other than Supplier or its authorized representatives; (iii) the combination, operation, or use of the Services with any product, data, or service not provided or expressly approved in writing by Supplier, if the IP Claim would have been avoided but for such combination, operation, or use; (iv) Customer's use of the Services in other than in accordance with the terms of this Agreement; or (v) Supplier's compliance with any instructions provided by Customer.

8.4.   THIS SECTION 8 STATES SUPPLIER'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY IP CLAIM.

9. General

9.1.   Fees are set out in the applicable Order. Fees for the Subscription Services shall remain fixed for the term of the applicable Order. Unless otherwise stated, all Fees are non-refundable. If Supplier has not received payment by the due date, without prejudice to any of its other rights and remedies, Supplier may: (a) without liability to Customer, suspend all Services while the invoice(s) remain unpaid; and (b) charge Customer interest at the rate of one percent per month on any overdue sums from the due date until the date Supplier's receives payment by Customer (inclusive). Customer shall reimburse Supplier for all reasonable costs and expenses (including reasonable lawyers' fees) incurred by Supplier in collecting any overdue amounts.

9.2.   In the event that the Services are subject to applicable US, UK, or EU export control and economic sanctions laws, the parties agree to comply strictly with all such domestic and international export laws and economic sanctions regulations as they apply to the Services or use thereof, and to the extent consistent with the Agreement, to obtain any necessary license or other authorization to export, re-export, or transfer the Services.

9.3.   This Agreement and its addendums contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. No variation or amendment of this Agreement shall be effective unless it is in writing and signed by the parties.

9.4.   Customer permits Supplier to disclose, under obligations of confidentiality no less onerous than those set out herein, that Customer is a customer of Supplier to actual or potential clients, partners, and investors. Upon the reasonable request of Supplier, Customer shall provide references to potential customers of Supplier.

9.5.   If Customer is located outside of North America: This Agreement and any dispute, or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England, and the parties consent and submit to the exclusive jurisdiction of the courts of England for any litigation arising out of or relating to this Agreement. If Customer is located within North America: This Agreement and any dispute, or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the state of New York, and the parties consent and submit to the exclusive jurisdiction of the courts of New York, New York for any litigation arising out of or relating to this Agreement.