
WI-AI TECHNOLOGY LIMITED: CORPORATE SOFTWARE LICENCE AGREEMENT

PLEASE READ THIS LICENCE AGREEMENT CAREFULLY BEFORE CONTINUING. IF YOU DO NOT ACCEPT THE TERMS OF THIS LICENCE, YOU MUST NOT INSTALL OR USE THE SOFTWARE.

This Corporate Software Licence Agreement (“SLA”) is a legal agreement between you, “**the Licensee**” and **Wi-Ai Technology Limited** a company registered in England and Wales under number 12258252 whose registered office is at 9 Quay Court, Colliers Lane, Stow-cum-Quy, Cambridge CB25 9AU, “**the Licensor**”.

This SLA covers the Wi-Ai Behavioural Bias Profiling (and associated Report Generation) Software and the associated electronic Documentation. This SLA grants a licence to use the Software and the Documentation only. The Licensor does not sell or assign the Software or the Documentation to you.

After installation, a copy of this SLA is available on request via contact@wi-ai.net. It is recommended that you print or save a copy of this SLA for future reference.

1 Definitions and Interpretation

In this SLA, unless the context otherwise requires, the following expressions have the following meanings:

“ Authorised User ”	means an individual authorised by the Licensor to use the Software or an individual authorised by the Licensee to access the Software, i.e. for whom a “credit” or use token has been purchased by the Licensee or otherwise provided to the Licensee by the Licensor;
“ Documentation ”	means the online user guidance, downloadable reports and other documentation which is associated with the Software;
“ Licence Fee ”	means the licence fee paid by the Licensee to the Licensor;
“ Software ”	means the Wi-Ai Behavioural Bias Profiling Tools and associated report generating software; and
“ you ”, “ your ”	means the Licensee/Licensee’s.

2 Accepting or Rejecting this SLA

2.1 By ticking the “confirmation of acceptance of SLA” (or similarly worded) box during set up of your account on any of the Licensor’s websites you indicate your acceptance of this SLA and the terms and conditions set out herein, which will become binding on you and your Authorised Users upon your acceptance.

2.2 By failing to tick the “confirmation of acceptance of SLA” (or similarly worded) box during set up of your account, you indicate your rejection of this SLA and

the terms and conditions set out herein. If you do not accept the terms and conditions of this SLA, you must not install or use the Software.

3 Ownership of the Software and Documentation

- 3.1 The Software and the Documentation and all intellectual property rights therein (including, but not limited to, copyright) belong to the Licensor. This SLA does not grant to you (or sell to you) any rights of ownership in the Software or the Documentation. This SLA grants you a licence to use the Software and the Documentation in accordance with the terms and conditions of this SLA only and the Licensor's Terms of Service only.
- 3.2 The Licensor also retains ownership of any and all copies of the Software or the Documentation and all intellectual property rights therein, regardless of the form in which the copies may exist.

4 Grant and Scope of Licence

- 4.1 In consideration of your payment of the Licence Fee for the period of use specified in your order documentation (or your acceptance of the terms for a trial, if applicable) or the Licensor's invoice and your acceptance of this SLA, the Licensor hereby grants to you a limited, non-exclusive, non-transferable licence limited to the period of use specified in your order/free trial documentation or the Licensor's invoice to:
 - install and/or use the Software, in accordance with the terms and conditions of this SLA, for business purposes only and in the UK only on a network or multiple individual computers or devices for use by your employees and the number of Authorised Users for whom you have purchased (or been granted) "seats", "credits" or other user tokens from the Licensor; and
 - use the Documentation in accordance with the terms and conditions of this SLA, for business purposes only and in the UK only.
- 4.2 Where the Software is licensed for installation and/or use on a network or multiple individual computers or devices for use by simultaneous Authorised Users, you may use the Software on different computers or devices provided that the Software is not used to generate Profilers and Reports for more Authorised Users than the number for whom you have purchased "credits" or user tokens.
- 4.3 The Licensor reserves the right at any time to amend, modify or upgrade the Software and/or Documentation (or any part or parts thereof) either temporarily or permanently, provided that such modification does not materially diminish the functionality of the Software whilst in use by Authorised Users.

5 Licence Restrictions

- 5.1 You may not make copies of the Software or Documentation or any part thereof except where such copying is necessary to support the normal use of the Software in accordance with this SLA or is necessary for backup purposes.
- 5.2 You may not translate, reverse-engineer, decompile, disassemble, modify, or create derivative works based on the Software (or any part thereof) except as expressly permitted by law or this SLA. Sections 50B and 296A of the

Copyright Designs and Patents Act 1988 permit such actions only where they are necessary to obtain information necessary to create an independent software program which can be operated with the Software or with another software program (“the permitted objective”). The information obtained from such actions must not be used for any other purpose.

- 5.3 The actions described in sub-Clause 5.2 will not be permitted if you:
- already have readily available to you the information necessary to achieve the permitted objective;
 - do not confine the decompiling to such acts as are necessary to achieve the permitted objective;
 - supply the information obtained by the decompiling to any person to whom it is not necessary to supply it in order to achieve the permitted objective; or
 - use the information to create a software program or other product or service which is substantially similar in its expression to the Software or to do any other act restricted by copyright.
- 5.4 You may not modify, adapt, alter, translate, or otherwise change the Software or Documentation or any part thereof or combine, incorporate in, or merge the Software with any other software.
- 5.5 You may not alter, delete, or otherwise obscure any notices of proprietary rights (including, but not limited to, copyright) or any product identification or restrictions on or in the Software or the Documentation. Any and all such notices must be included in full on all copies made of the Software or the Documentation, whether full or partial.
- 5.6 You may not make the Software available over a network or by any other method of remote access.
- 5.7 You may not make the Software or Documentation available to a third party other than your Employees or Authorised Users in any form or for any reason without the prior written consent of the Licensor.
- 5.8 You may not rent, lease, sub-licence, sell, assign, pledge, or otherwise dispose of the Software or the Documentation.

6 Transfer

The Software and Documentation are licensed only to you, the Licensee. You may not rent, lease, sub-licence, sell, assign, pledge, transfer, or otherwise grant rights over or dispose of the Software or Documentation, on a temporary or permanent basis, without the prior written consent of the Licensor.

7 Licensee’s Undertakings

You hereby undertake and agree that:

- 7.1 you will use and permit the use of the Software only in accordance with the bounds of the terms and conditions of this SLA and the Licensor’s Terms of Service;
- 7.2 you will comply with all applicable laws, rules, and regulations governing technology control and export.
- 7.3 you will supervise and control any use of the Software by your employees

contractors and any Authorised Users and ensure that they are notified of the relevant terms and conditions of this SLA, understand them, and comply with them and that associated data is handled in accordance with relevant privacy and data protection laws as required at the time of use; and

- 7.4 you will keep all installations of the Software and Documentation secure and will keep accurate and up-to-date records of the number and location of such installations.

8 Limitation of Liability

8.1 The Software and Documentation are provided for internal business use by you, the Licensee and are supplied on an "AS IS" basis.

8.2 The Licensor shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this SLA for:

- loss of profits;
- loss of sales or business;
- loss of revenue;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of use or corruption of software or data;
- business interruption;
- loss of business opportunity, reputation, or goodwill; or
- special, indirect, or consequential loss, damage, charges, or expenses.

8.3 Subject to sub-Clause 8.2, above (losses for which the Licensor is not liable) and sub-Clause 8.4, below (liability which is not excluded or limited), the Licensor's maximum aggregate liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this SLA shall be limited to a sum equal to the Licence Fee.

8.4 Nothing in this Clause 8 shall exclude or limit the Licensor's liability for death or personal injury resulting from the Licensor's negligence; for fraud or fraudulent misrepresentation; or for any other form of liability which cannot be limited or excluded under English law.

9 No Other Warranties or Liability

9.1 This SLA, together with the Licensor's Terms of Service, sets out the full extent of the Licensor's liabilities and obligations with respect to the Software and Documentation. Except as expressly set out in this SLA, the Licensor is bound by no other conditions, warranties, representations, guarantees, or other terms, whether express or implied.

9.2 To the fullest extent permitted by law, any warranties, representations, guarantees, or other terms which may be implied or otherwise incorporated into this SLA whether by statute, common law, or otherwise, are hereby excluded.

- 9.3 In particular, the Licensor does not warrant that the Software or the Documentation will meet your particular requirements or that the operation of the Software will be uninterrupted or error-free. It is your responsibility to ensure that the Software as described in the Documentation (and the Documentation itself, where appropriate) meets your requirements.
- 9.4 The output of the Software, including profile results, onscreen feedback and associated downloadable reports does not constitute advice (whether financial, legal, medical, psychological or otherwise) and the Licensor shall not be held liable for any actions or decisions taken by the Licensor or any other person based on their interpretation of such output and reports.

10 Changes to this SLA

- 10.1 The Licensor reserves the right to amend the terms and conditions of this SLA at any time on written notice to you. You will be notified of such changes by publication of notice on Licensor's website.
- 10.2 By continuing to use the Software and Documentation following receipt and service of notice of such changes as described above, you shall be deemed to have accepted the changes to this SLA.
- 10.3 If you do not accept the changes to this SLA, you must immediately stop all actions permitted under this SLA including, but not limited to, using the Software and Documentation.

11 Term and Termination of this SLA

- 11.1 This SLA is effective until terminated. You may terminate it at any time by fully uninstalling, deleting, or otherwise removing the Software from any and all computers or devices in your possession or control and deleting or destroying all copies of the Software and Documentation in your possession or control.
- 11.2 The Licensor reserves the right to terminate this SLA immediately on written notice to you in the event that you commit a material or persistent breach of this SLA and (if the breach is capable of remedy) fail to remedy the breach within 14 calendar days after the service of a written notice from the Licensor requiring you to do so.
- 11.3 In the event that this SLA is terminated for any reason:
- All rights granted to you by this SLA shall discontinue;
 - You must immediately stop all actions permitted under this SLA including, but not limited to, using the Software and Documentation;
 - You must immediately and fully uninstall, delete, or otherwise remove the Software from any and all computers or devices in your possession; and
 - You must immediately delete or destroy (at the Licensor's option) all copies of the Software and Documentation in your possession or control and, where the Licensor so requires, you must certify to the Licensor that you have done so.

12 Privacy and Data Protection

- 12.1 All personal data that the Licensor may use will be collected, processed, and

held in accordance with the provisions of UK data protection legislation and your rights and the rights of Authorised Users thereunder.

- 12.2 For complete details of the Licensor's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, personal data sharing (where applicable), details of your rights and how to exercise those rights please refer to the Licensor's Privacy Policy available via its website www.wi-ai.net.

13 Notices

- 13.1 All notices under this SLA shall be in writing.
- 13.2 All notices sent to you by the Licensor will be sent by email or to the address provided by you when you set up your account with the Licensor.
- 13.3 If you wish to contact the Licensor or are required to contact the Licensor by a provision in this SLA, please contact the Licensor by email at contact@wi-ai.net or by pre-paid post to Wi-Ai Technology Limited at its registered office address as shown at the top of this SLA or updated on the Licensor's website.
- 13.4 Notices shall be deemed to have been duly given:
- (a) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - (b) when sent, if transmitted by email and a successful transmission report or return receipt is generated.

14 Assignment

- 14.1 The Licensor may transfer its rights and obligations under this SLA to another party at any time. If this occurs, the Licensor will inform you of the transfer in writing. Your rights as the Licensee under this SLA will not be affected by such a transfer.
- 14.2 This SLA and the licence granted to you under it are personal to you. Except where expressly permitted under this SLA, you may not transfer your rights and obligations under this SLA to another party without the Licensor's prior written consent.

15 Other Important Terms

- 15.1 This SLA is between you and the Licensor. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of this SLA.
- 15.2 In the event that one or more of the provisions of this SLA is or are found to be unlawful, invalid, or otherwise unenforceable, that or those provision(s) shall be deemed severed from the remainder of this SLA. The remainder of this SLA shall be valid and enforceable.
- 15.3 No failure or delay by either party to this SLA in exercising any of its rights under this SLA shall be deemed to be a waiver of that right, and no waiver by either party to this SLA of a breach of any provision of this SLA shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16 Entire Agreement

- 16.1 This SLA together with the Licensor's Terms of Service and any other document specifically referred to herein contains the entire agreement between the Licensor and Licensee with respect to its subject matter.
- 16.2 This SLA supersedes and extinguishes any and all previous agreements, representations, warranties, promises, assurances, and understandings between the Licensor and Licensee relating to its subject matter.

17 Law and Jurisdiction

- 17.1 This SLA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 17.2 Any dispute, controversy, proceedings or claim between the Parties relating to this SLA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales