

## GENIE AI TERMS OF SERVICE

### 1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Terms.

<b>Anonymized Data</b>	the data and content created by Genie AI from the Customer Data by anonymizing and removing any Personal Data (as defined in Clause 6.2) from such Customer Data;
<b>Authorised Users</b>	those individuals who are authorised by the Customer to use the Services, as further described in Clause 2.2.3;
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
<b>Charges</b>	(i) the Subscription Fees; (ii) the Set-up Fees; and (iii) such other amounts as may be agreed in writing by the parties;
<b>Community Workspace</b>	The part of the Services indicated by Genie AI as the Community area, where users, including the Customer add and/or upload data viewable by users outside of their own company and view data uploaded or otherwise posted on the Services by users outside of their own company;
<b>Confidential Information</b>	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Clause 11.6 or Clause 11.7;
<b>Customer</b>	the entity which engages Genie AI to receive the Services;
<b>Customer Data</b>	the portion of the Platform Data that is acquired from the Customer by Genie AI for the purpose of using the Services or facilitating the Customer's use of the Services, limited to legal contracts, documents and templates that are uploaded to the user's Private Workspace. For the avoidance of doubt, this does not include data uploaded to the Community Workspace;
<b>Effective Date</b>	the date on which the Customer commences use of the Services;
<b>Genie AI</b>	Genie AI Limited, incorporated in England and Wales (Company Number 11080520) whose registered office is at 251 Wimpole Road, Barton, Cambridge, United Kingdom, CB23 7AE;
<b>Initial Subscription Term</b>	the initial term of the relevant Package as set out on genieai.co from time to time;
<b>Learnings</b>	information generated by Genie AI from the interactions of Authorised Users with the Software, including but not limited to usage statistics such as stars and shares on documents, and weights in the algorithms embedded within the Software as a result of processing Customer Data;
<b>Normal Business Hours</b>	9.00 am to 5.00 pm local UK time, each Business Day;
<b>Packages</b>	the various services which are offered by Genie AI at genieai.co from time to time;
<b>Platform Data</b>	all data and information added to, uploaded to, generated by or residing on the Services, created by anyone including Genie AI and/or the Customer;
<b>Private Workspace</b>	The part of the Services indicated by Genie AI as the private area, where the Customer can add and/or upload data viewable only by themselves, Genie AI and other users within their own company;

<b>Renewal Period</b>	the period described in Clause 14.1;
<b>Services</b>	the services provided by Genie AI to the Customer as set out in the relevant Package, featuring the “SuperDrafter” product whose key feature is automatic clause recommendation using artificial intelligence, aimed at ensuring the Customer’s preferred legal wording is maintained accurately and speeding up efficiency of contract drafting;
<b>Set-up Fees</b>	the integration and installation fees payable by the Customer to Genie AI as and where agreed between the Parties;
<b>Software</b>	the software applications provided by Genie AI as part of the Services;
<b>Subscription Fees</b>	the subscription fees payable by the Customer to Genie AI for the Services as specified in the relevant Package;
<b>Subscription Term</b>	has the meaning given in Clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods);
<b>User Accounts</b>	the user accounts created by the Customer, pursuant to Clause 4.3, which entitle Authorised Users to access and use the Services in accordance with these Terms;
<b>Virus</b>	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device.

## 2. User Accounts

2.1 Subject to: (i) the Customer paying the Charges to Genie AI; (ii) the restrictions set out in this Clause 2; and (iii) Customer complying with these Terms, Genie AI hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer’s internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that:

2.2.1 it will not allow or suffer any User Account to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;

2.2.2 it will only create User Accounts for Authorised Users who are either:

- (a) employees, agents, independent contractors or clients of the Customer, or
- (b) as otherwise permitted by the relevant Package,

and it will not create User Accounts for unrelated third parties.

2.2.3 each Authorised User shall keep a secure password for his use of the Services and that each Authorised User shall keep his password confidential; and

2.2.4 it shall permit Genie AI to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at

Genie AI's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

2.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.3.2 facilitates illegal activity;

2.3.3 depicts sexually explicit images;

2.3.4 promotes unlawful violence;

2.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

2.3.6 is otherwise illegal or causes damage or injury to any person or property;

and Genie AI reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

2.4.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable);

2.4.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

2.4.3 access all or any part of the Services in order to build a product or service which competes with the Services;

2.4.4 use the Services to provide services similar to the Services to third parties;

2.4.5 subject to Clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, nor

2.4.6 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Clause 2.

2.5 The rights provided under this Clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

### 3. **Number of User Accounts**

3.1 Subject to Clause 3.3, the Customer may, from time to time during any Subscription Term,

3.1.1 create additional User Accounts and grant access to the Services to such additional Authorised Users in accordance with the provisions of these Terms; and

3.2 delete or re-assign any existing User Accounts.

#### 4. **Services**

4.1 Genie AI shall, during the Subscription Term, provide the Services to the Customer on and subject to these Terms.

4.2 Genie AI shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned or unplanned maintenance carried out as and when required. Genie AI will use reasonable endeavours to minimise the impact on the Customer during any maintenance work carried out.

4.3 On the Effective Date, Genie AI shall create an administrator account for the Customer, permitting the Customer to (i) grant access to the Software to its Authorised Users and (ii) remove, amend and manage User Accounts.

4.4 Genie AI will, as part of the Services and at no additional cost to the Customer, provide the Customer with Genie AI's standard customer support services during Normal Business Hours.

4.5 The Customer acknowledges that the Services and any output generated by the Services do not constitute legal advice.

#### 5. **Customer Data**

5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Data. The Customer hereby grants Genie AI a non-exclusive, unrestricted and unlimited licence to use the Customer Data for the duration of the Subscription Term in order to provide the Services.

5.2 Genie AI shall own all right, title and interest in and to all the Platform Data that is not Customer Data.

5.3 Genie AI shall own all right, title and interest in and to the Learnings.

5.4 Genie AI shall own all right, title and interest in and to the Anonymized Data.

#### 6. **Data Protection**

6.1 For the purposes of this Clause 6, the following terms shall have the following meanings and shall be construed accordingly

6.1.1 "**Approved Subprocessor**" means as defined in Clause 6.11;

6.1.2 "**Customer Personal Data**" means any Personal Data Processed by Genie AI on behalf of the Customer pursuant to or in connection with these Terms;

6.1.3 "**DP Law**" means: (i) unless and until the EU DP Law is no longer directly applicable in the UK, the EU DP Law and then (ii) any successor legislation to EU DP Law and (iii) to the extent applicable, the data protection or privacy laws of any other country;

6.1.4 "**EU DP Law**" means the Data Protection Act 1998, the EU Directive 95/46/EC, as replaced or superseded from time to time, including by the GDPR and any laws and/or regulations implementing or supplementing the GDPR; the E-Privacy Directive (2002/58/EC) and all other applicable laws and regulations relating to the processing of Personal Data, including any legislation that replaces, repeals and/or supersedes any of the foregoing;

- 6.1.5 "GDPR" means the EU General Data Protection Regulation 2016/679;
- 6.1.6 "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed; and
- 6.1.7 "**Subprocessor**" means any person (including any third party, but excluding an employee of Genie AI or any employee of its sub-contractors) appointed by or on behalf of Genie AI to Process Personal Data on behalf of the Customer in connection with these Terms.
- 6.2 The terms, "**Data Controller**", "**Data Processor**", "**Data Protection Impact Assessments**", "**Data Subject**", "**Personal Data**", "**Processing**", "**Special Categories of Personal Data**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.
- 6.3 The parties acknowledge that Genie AI does not require any Personal Data in order to provide the Services. The Customer shall use reasonable endeavours to ensure that it does not provide any Personal Data to Genie AI in any Customer Data.
- 6.4 If Genie AI Processes any Customer Personal Data when performing its obligations under these Terms, the parties record their intention that the Customer shall be the Data Controller and Genie AI shall be a Data Processor on the Customer's behalf.
- 6.5 Clause 6.13 sets out certain information regarding Genie AI's Processing of the Customer Personal Data under the Agreement as required by Article 28(3) of the GDPR. The Customer may make reasonable amendments to Clause 6.13 by written notice to Genie AI from time to time as the Customer reasonably considers necessary to meet those requirements. Nothing in Clause 6.13 (including as amended pursuant to this Clause 6.5) confers any right or imposes any obligation on any party.
- 6.6 Each of the parties warrants and undertakes that it shall comply with all applicable obligations which may arise under DP Law in connection with the Processing of Customer Personal Data under these Terms.
- 6.7 Each of the parties acknowledge that any Customer Personal Data Processed by Genie AI under this Agreement shall be Processed within the European Economic Area.
- 6.8 The Customer shall ensure that:
- 6.8.1 it is entitled to transfer the relevant Personal Data to Genie AI so that Genie AI and each Subprocessor may lawfully use, process and transfer the Personal Data in accordance with these Terms on the Customer's behalf; and
- 6.8.2 the relevant third parties have been informed of, and, to the extent required under DP Law, have given their consent to, such use, processing, and transfer as required by all applicable DP Law.
- 6.9 Genie AI shall:
- 6.9.1 not Process Customer Personal Data other than as contemplated under these Terms or on the Customer's documented instructions and solely for the purposes of providing the Services unless Processing is required by any applicable DP Law to which Genie AI is subject, in which case Genie AI shall, to the extent permitted by any applicable DP Law,

- inform the Customer of that legal requirement before the relevant Processing of that Personal Data;
- 6.9.2 promptly notify the Customer if Genie AI believes that the Customer's instructions infringe DP Laws;
  - 6.9.3 ensure that all its personnel who have access to the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
  - 6.9.4 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Gine AI shall, in relation to the Customer Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including the measures referred to in Article 32(1) of the GDPR;
  - 6.9.5 not transfer any Personal Data outside of the European Economic Area without the prior written consent of the Customer;
  - 6.9.6 assist the Customer, at the Customer's cost and expense, and taking into account the nature of the Processing and information available to Genie AI, in responding to any request from a Data Subject and in ensuring compliance with its obligations under DP Law with respect to security of Processing, breach notifications, Data Protection Impact Assessments and consultations with Supervisory Authorities or regulators relating to Customer Personal Data Processed by Genie AI;
  - 6.9.7 notify the Customer without undue delay after becoming aware of a Personal Data Breach;
  - 6.9.8 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Services and/or these Terms unless required by the DP Laws or any applicable law to which Genie AI is subject to store the Personal Data; and
  - 6.9.9 maintain and make available to the Customer on request all information necessary to demonstrate compliance with this Clause 6, and shall allow for and contribute to reasonable audits and access, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of the Customer Personal Data by Genie AI or its Approved Subprocessor(s) as required by Article 28(3)(h) of the GDPR.
- 6.10 The Customer acknowledges that Genie AI is reliant on it for direction as to the extent to which it is entitled to use and process the Personal Data. Consequently, the Customer shall defend, indemnify and hold harmless Genie AI against any claims, actions, or proceedings brought by a Data Subject or a Supervisory Authority arising from any act or omission by it to the extent that such act or omission resulted directly from the Customer's instructions.
- 6.11 Genie AI shall not appoint any Subprocessor except without informing the Customer (with such approved Subprocessor being an "**Approved Subprocessor**").
- 6.12 With respect to each Approved Subprocessor, Genie AI shall:
- 6.12.1 ensure that the arrangement between Genie AI and the Approved Subprocessor is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in these Terms and meet the requirements of Article 28(3) of the GDPR; and

- 6.12.2 be fully liable to the Customer for the acts and omissions of such Approved Subprocessors in relation to any Processing of Customer Personal Data Processed on behalf of Genie AI.
- 6.13 For the purposes of Article 28(3) of the GDPR, and to the extent that Genie AI processes any Customer personal data:
  - 6.13.1 the Personal Data transferred concern the following categories of Data Subjects: clients of the Customer; counter-parties to contracts with clients of the Customer; and employees, agents and contractors of the Customer.
  - 6.13.2 the Personal Data transferred concern the following types and categories of Personal Data: names, addresses, Authorised User behaviour and Authorised User credentials; and
  - 6.13.3 the Personal Data transferred is to be Processed by Genie AI for the following purposes: anonymisation of Customer Data, provision and improvements to the Services.

## 7. **Genie AI's Obligations**

- 7.1 Genie AI shall provide the Services with reasonable skill and care.
- 7.2 Genie AI shall not be responsible to the extent of any non-conformance which is caused by use of the Services contrary to Genie AI's instructions, or modification or alteration of the Services by any party other than Genie AI or Genie AI's duly authorised contractors or agents. Notwithstanding the foregoing, Genie AI:
  - 7.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
  - 7.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 8. **Customer's Obligations**

The Customer shall:

- (a) provide Genie AI with:
  - (i) all necessary co-operation reasonably requested; and
  - (ii) all necessary access to such information as may be reasonably required by Genie AI;
- (b) comply with all applicable laws and regulations with respect to its activities relating to the Services;
- (c) carry out all other Customer responsibilities set out in these Terms in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Genie AI may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that it and the Authorised Users use the Services in accordance with these Terms and the relevant Package and shall be responsible for any Authorised User's breach and authorises

Genie AI, acting reasonably, to move the Customer to a different Package if the Customer's and the Authorised User's usage of the Services is more consistent with the new Package;

- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary in relation to the Customer Data for Genie AI, its contractors and agents to perform their obligations under these Terms, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications reasonably provided by Genie AI from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its server to Genie AI's server, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

## 9. Charges and Payment

9.1 The Customer shall pay the Set-up Fees and the Subscription Fees to Genie AI for the Services in accordance with the terms of the relevant Package.

9.2 If Genie AI has not received payment when due for any Set-up Fees or Subscription Fees, and without prejudice to any other rights and remedies of Genie AI:

9.2.1 Genie AI may, without liability to the Customer, disable the Customer's and/or any Authorised Users' password, account and access to all or part of the Services and Genie AI shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

9.2.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.3 All amounts and fees stated or referred to in these Terms:

9.3.1 shall be payable in pounds sterling;

9.3.2 are, subject to Clause 13.3.2, non-cancellable and non-refundable other than where:

(a) the Customer has paid any Subscription Fees in advance; and

(b) either:

(i) the Customer is entitled to terminate its Package under Clause 14.2; or

(ii) Genie AI terminates the Package in accordance with Clause 14.3,

in which case the pro-rated portion of Subscription Fees that have been pre-paid but for which the Customer has not received the benefit shall be refunded to the Customer; and

9.3.3 are exclusive of value added tax, which shall be added at the appropriate rate.

9.4 Genie AI shall be entitled to increase the Subscription Fees as it deems necessary, but will wait until the end of the Customer's current subscription period to do so, and will endeavour to provide the customer advanced notice of any such change.

## 10. **Proprietary Rights**

10.1 The Customer acknowledges and agrees that Genie AI and/or its licensors own all intellectual property rights in the Software, the Services, any Learning, documentation and any upgrades or improvements to the foregoing developed.

10.2 Genie AI confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.

## 11. **Confidentiality**

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

11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

11.1.2 was in the other party's lawful possession before the disclosure;

11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 Subject to Clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party save as is necessary for the performance of the party's obligations set out in these Terms, or use the other's Confidential Information for any purpose other than as set out in these Terms. Please refer to Genie AI's Privacy Policy for more information.

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

11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.6 The Customer acknowledges that details of the Services (including the user interface, documentation and Genie AI's business model), the Learning, these Terms and the results of any performance tests of the Services constitute Genie AI's Confidential Information.

- 11.7 Genie AI acknowledges that the Customer Data is the Confidential Information of the Customer save that this shall be without prejudice to the licences granted in Clause 5.
- 11.8 No party shall make, or permit any person to make, any public announcement concerning these Terms without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.9 The above provisions of this Clause 11 shall survive termination of a Package, however arising.

## 12. **Indemnity**

- 12.1 The Customer shall defend, indemnify and hold harmless Genie AI against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that:
- 12.1.1 the Customer is given prompt notice of any such claim;
  - 12.1.2 Genie AI provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
  - 12.1.3 the Customer is given sole authority to defend or settle the claim.
- 12.2 Save as set out in clause 12.4 below, Genie AI shall defend the Customer, its officers, directors and employees against any claim that the Services infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 12.2.1 Genie AI is given prompt notice of any such claim;
  - 12.2.2 the Customer provides reasonable co-operation to Genie AI in the defence and settlement of such claim, at Genie AI's expense; and
  - 12.2.3 Genie AI is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, Genie AI may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate these Terms on 7 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4 In no event shall Genie AI, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 12.4.1 a modification of the Services, including upload of data on the Services by anyone other than Genie AI; or
  - 12.4.2 the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Genie AI; or
  - 12.4.3 the Customer's use of the Services after notice of the alleged or actual infringement from Genie AI or any appropriate authority.

12.5 The foregoing and Clause 13.3.2 state the Customer's sole and exclusive rights and remedies, and Genie AI's (including Genie AI's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

### 13. **Limitation of Liability**

13.1 Except as expressly and specifically provided in these Terms:

13.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Genie AI shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Genie AI by the Customer in connection with the Services, legal advice provided using content generated by the Software or any actions taken by Genie AI at the Customer's direction;

13.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and

13.1.3 the Services are provided to the Customer on an "as is" basis.

13.2 Nothing in these Terms excludes the liability of Genie AI:

13.2.1 for death or personal injury caused by Genie AI's negligence; or

13.2.2 for fraud or fraudulent misrepresentation.

13.3 Subject to Clause 13.1 and Clause 13.2:

13.3.1 Genie AI shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms; and

13.3.2 Genie AI's total aggregate liability in contract (including in respect of the indemnity at Clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to the total Subscription Fees paid for the Services during the 12 months immediately preceding the date on which the claim arose.

### 14. **Term and Termination**

14.1 Each Package shall, unless otherwise terminated as provided in this Clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, shall be automatically renewed for successive periods equal to the relevant Initial Subscription Term (each a Renewal Period), unless:

14.1.1 either party cancels subscription through the application, in which case the Package shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

14.1.2 otherwise terminated in accordance with the provisions of these Terms;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

- 14.2 Without affecting any other right or remedy available to it, either party may terminate a Package with immediate effect by giving written notice to the other party if:
- 14.2.1 the other party fails to pay any amount due under these Terms on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
  - 14.2.2 the other party commits a material breach of any other term of these Terms which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - 14.2.3 the other party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms;
  - 14.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 14.2.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 14.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 14.2.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
  - 14.2.8 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
  - 14.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - 14.2.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
  - 14.2.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 14.2.4 to Clause 14.2.10 (inclusive); or
  - 14.2.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

- 14.3 Genie AI may terminate a Package without cause by giving 7 days' written notice to the Customer if they are on a monthly subscription, and 60 days if they are on an annual subscription, provided that it shall refund the pro-rata proportion of any unused Subscription Fee already paid as at the date of termination.
- 14.4 On termination of a Package for any reason:
- 14.4.1 all licences granted under these Terms shall immediately terminate and the Customer shall immediately cease all use of the Services;
  - 14.4.2 the Customer shall return and make no further use of any equipment, property, documentation, Software and other items (and all copies of them) belonging to Genie AI, and shall assist Genie AI (including by granting access to its equipment and/or premises, where necessary and subject to having received prior reasonable written notice) as may be reasonably required to do so; and
  - 14.4.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.
15. **Miscellaneous**
- 15.1 Genie AI shall have no liability to the Customer under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Genie AI or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, public health disaster including pandemics, infectious diseases and viruses, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration
- 15.2 No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.3 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.4 If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 15.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 15.6 These Terms constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 15.7 Each party acknowledges that in entering into these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.
- 15.8 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 15.9 Nothing in these Terms shall limit or exclude any liability for fraud.
- 15.10 The Customer shall not, without the prior written consent of Genie AI, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.
- 15.11 Genie AI may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.
- 15.12 These Terms do not confer any rights on any person or party (other than the parties to these Terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 15.13 Any notice required to be given under these Terms shall be in writing and shall be delivered by email to the other party's email address as set out in these Terms or as notified in writing to the other party from time to time.
- 15.14 These Terms and each Package and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms, each Package or their subject matter or formation (including non-contractual disputes or claims).