

Terms and Conditions

Published December 12, 2025

1. Definitions and interpretation

Defined terms and the rules of interpretation which apply to this Agreement are set out in schedule 1.

2. Contractual framework

2.1 These terms and conditions and their schedules, along with the Order Form, and any Agreed SOW, and (if applicable) any Special Terms agreed in writing between the parties, form a legally binding agreement between Black Box Intelligence and Customer (together, the "**Agreement**"). In the event of conflict, the following order of precedence shall apply (unless expressly stated otherwise in writing): (i) the Order Form; (ii) any Special Terms; (iii) any Agreed SOW; and (iv) these terms and conditions. Any other correspondence that the parties use for the fulfilment or ordering of any Services is for administrative convenience only.

2.2 If the parties agree any variation to this Agreement, such variation shall be recorded in writing either in the Order Form or otherwise in writing ("**Special Terms**"). To the extent of any inconsistency between any Special Terms and this Agreement, the Special Terms shall take precedence in accordance with the order set out in clause 2.1 and shall only in respect of the specific Services to which they relate, unless the parties expressly agree otherwise.

2.3 For clarity, these terms and conditions apply to all purchases of Services made by UK customers from TDN2K, LLC DBA Black Box Intelligence and from Yumpingo Ltd. (as its affiliated UK representative), unless the parties expressly agree otherwise in writing.

3. Provision of the Services

3.1 Black Box will make the Services available to Customer following the Effective Date in accordance with this Agreement and the applicable Order Form.

3.2 If agreed in an Agreed SOW, Black Box Intelligence will configure the Services (including any agreed incorporation of Customer Materials or integrations with Customer systems) as described in that Agreed SOW.

3.3 Customer is responsible for maintaining the internet connectivity and compatible systems required to access the Services.

3.4 From time to time, Customer may request Black Box Intelligence to perform Professional Services; any such Professional Services will be documented in an Agreed SOW.

3.5 Customer acknowledges and agrees that Black Box Intelligence's provision of the Services and any Professional Services shall be conditional upon:

(a) Customer promptly providing all reasonable and timely assistance, information and decision-making as reasonably required by Black Box Intelligence from time to time, which it agrees to give; and

(b) all Customer Materials being reliable, accurate and complete in all respects.

4. Grant of licence and scope of authorised use

- 4.1 Customer is granted a non-transferable, non-exclusive, non-sublicensable, licence, for the term of this Agreement, to access and use the Services as specified in the Order Form solely for Customer's internal business purposes and in accordance with any other restrictions there set out. Customer is licensed to access and use only the Services set out in the Order Form or any Agreed SOW. Except as expressly set out in this Agreement, all rights in and to the Services (including Black Box Intelligence's Content and the Software, but excluding Customer Data and Customer Materials) are reserved to Black Box Intelligence.
- 4.2 Customer shall comply with and shall ensure that each Authorised User consents to and complies with the terms of this Agreement when accessing or using the Services.
- 4.3 Customer shall be responsible for ensuring the security and confidentiality of all ID. Under no circumstances may IDs be transferred or shared between individual Authorised Users and 'general' (non-individually assigned) IDs may not be created. Customer acknowledges and agrees that Customer will be solely responsible for all activities that occur under such ID. Customer shall promptly notify Black Box Intelligence upon becoming aware of any unauthorised access to or use of any of the Services, and provide all reasonable assistance to Black Box Intelligence to bring an end to such unauthorised access or use.
- 4.4 Customer shall not:
- (a) except as expressly permitted by this Agreement, permit any third party to access or use any Services or use the same on behalf of any third party (which includes operating any form of facility on behalf of any third party or operating a software bureau or similar service);
 - (b) copy, translate, modify, adapt or create derivative works from the Services;
 - (c) create Internet 'links' to the Services or 'frame' or 'mirror' any Black Box Intelligence Content on any other server or wireless or Internet-based device;
 - (d) attempt to discover or gain access to the source code for the Software or reverse engineer, modify, decrypt, extract, disassemble or decompile the Software (except strictly to the extent that Customer is permitted to do so under applicable law in circumstances under which Customer is not lawfully entitled to restrict or prevent the same), including in order to:
 - (i) build a competitive product or service;
 - (ii) build a product using similar ideas, features, functions or graphics of the Services; or
 - (iii) copy any ideas, features, functions or graphics of the Services.
 - (e) employ any technique to pool connections or reduce the number of users that directly access or use the Services;
 - (f) obscure, amend or remove any copyright notice, trade mark or other proprietary marking on, or visible during the operation or use of, the Services;
 - (g) attempt to gain unauthorised access to or interfere with the proper working of the Services and, in particular, must not attempt to circumvent security, licence control or other protection mechanisms, or tamper with, hack into or otherwise disrupt the Services or any associated website, computer system, server, router or any other internet-connected device;

- (h) provide false identity information to gain access to or use the Services;
- (i) use the Services to:
 - (i) impersonate any person or entity or otherwise misrepresent Customer's relationship with any person or entity;
 - (ii) engage in any fraudulent activity or further any fraudulent purpose;
 - (iii) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organisation(s) designated by the government of the United Kingdom or any foreign government as a foreign terrorist organisation;
 - (iv) 'stalk' or otherwise harass another person or collect or store unauthorised personal data in relation to any individual;
 - (v) transmit or distribute any unsolicited or unauthorised advertising, marketing or promotional material or other form of solicitation (spam); and/or
 - (vi) transmit or distribute any virus and/or other code that has contaminating or destructive elements;

and shall not permit any Authorised User or other third party to do any of the foregoing.

4.5 Customer understands that the Services and/or Software may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Black Box Intelligence and/or content providers who provide content to the Services and/or Software. Customer may not attempt to override or circumvent any of the usage rules embedded into the Services and/or Software. Any unauthorised reproduction, publication, further distribution or public exhibition of the Black Box Intelligence Content, in whole or in part, is strictly prohibited.

4.6 Customer will, upon request, certify to Black Box Intelligence its compliance with the terms of this Agreement, providing such opportunity to verify the same as reasonably requested by Black Box Intelligence.

5. Third party interactions

5.1 Where the Services interact, interface, or exchange data with third-party applications, platforms, systems, or services ("Third Party Services"), this occurs solely at Customer's direction. Customer acknowledges and agrees that, for purposes of this Agreement, Black Box Intelligence has no relationship with such third parties and any interactions with such third parties and the Third Party Services, are solely between Customer (as the case may be) and the applicable third party. Black Box Intelligence and its licensors shall have no liability, obligation or responsibility for any such interactions between Customer and any such third party.

5.2 Customer acknowledges that Black Box Intelligence does not control and is not responsible for the functionality, availability, or performance of any Third Party Services. Black Box Intelligence does not guarantee that the Services will interoperate or function as intended with any Third Party Services.

6. Fees, invoicing and payment

- 6.1 In consideration of the provision of the Services and Professional Services, Customer shall pay to Black Box Intelligence all applicable fees, cost and charges as expressed in this Agreement and any Agreed SOW ("**Charges**").
- 6.2 Unless otherwise agreed in the Order Form or an Agreed SOW, Charges for the Services shall commence on the Start Date specified in the Order Form.
- 6.3 Unless agreed otherwise in an Agreed SOW, Black Box Intelligence shall invoice Customer for the Charges as follows:
- (a) Services (not including Professional Services), annually in advance, unless otherwise specified in the Order Form;
 - (b) Professional Services, in the month such Professional Services are incurred;
 - (c) Support Services, if separately priced, in accordance with the Order Form.
- 6.4 Failure by Black Box Intelligence to invoice Customer for any Charges shall not be construed as Black Box Intelligence having waived its right to invoice Customer for such Charges. If Customer becomes aware of any Charges incurred, which Black Box Intelligence has not invoiced Customer for in accordance with clause 7.2, Customer shall promptly bring this to the attention of Black Box Intelligence.
- 6.5 All undisputed Charges and fees shall fall due and shall be immediately payable by Customer within 30 days from the invoice date without deduction, set off or withholding of any kind.
- 6.6 Unless otherwise expressly provided in this Agreement, all amounts referred to in this Agreement are exclusive of value added tax (VAT) or other applicable sales tax which, where chargeable by Black Box Intelligence, shall be payable by Customer at the rate and in the manner prescribed by law.
- 6.7 All Charges shall be paid in the currency specified in the Order Form and paid to the account designated by Black Box Intelligence from time to time.
- 6.8 Where Black Box Intelligence provides Professional Services under an Agreed SOW, Customer shall reimburse any pre-approved travel and out-of-pocket expenses reasonably incurred in providing those services.
- 6.9 Black Box Intelligence may at its discretion increase the Charges on an annual basis with effect from each anniversary of the date of this Agreement, and the first such increase shall take effect on the first anniversary of the date of this Agreement.
- 6.10 Without prejudice to any other right or remedy that it may have, if Customer fails to pay Black Box Intelligence any sum due under this Agreement on the date it falls due ("**Due Date**"):
- (a) Black Box Intelligence may charge interest on the overdue sum from the Due Date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.10(a) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - (b) Black Box Intelligence may suspend all or part of the Services until payment has been made in full.

6.11 In the event of any dispute as to the amount of an invoice, Customer shall pay the amount in full pending the resolution of any dispute and Black Box Intelligence shall make any adjustment due immediately upon such resolution.

7. Warranties

7.1 Black Box Intelligence warrants that:

- (a) it has the right to enter into this Agreement and to provide the Services as contemplated by this Agreement;
- (b) the Services will, under normal operating conditions, perform materially in accordance with the specifications set out in the Order Form or an Agreed SOW; and
- (c) any Support Services and Professional Services shall be performed with reasonable care and skill.

7.2 If any of the warranties in clause 8.1 is breached, Customer shall notify Black Box Intelligence as soon as possible. Customer will give Black Box Intelligence a reasonable time to fix the problem, including (in Black Box Intelligence's discretion) by making available a corrected version of the Services or a reasonable way to work around the problem that is not materially detrimental to Customer and/or by re-performing any relevant services. This will be done without any additional charge to Customer. If Black Box Intelligence is able to do this within a reasonable time, this shall be Customer's sole and exclusive remedy in relation to such breach and Black Box Intelligence will, subject to clause 10.1, have no other obligation or liability in relation to such breach.

7.3 Black Box Intelligence does not control the content posted to or via the Services and, in particular, does not control Customer Data and is only acting on Customers instructions in respect of any content that it may send on behalf of Customer and, as such, Black Box Intelligence does not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, usefulness, quality, fitness for purpose or originality of any of the foregoing content or data.

7.4 Except as expressly set out in this Agreement and subject only to clause 10.1, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Services (including any Black Box Intelligence Content) or Professional Services and/or to anything supplied or provided by Black Box Intelligence under this Agreement. In particular, Black Box Intelligence does not warrant that the operation of the Services will be uninterrupted, contaminant-free or error-free, or that they will meet Customer's requirements.

7.5 Customer shall ensure that its use of the Services, complies, in all respects, with all applicable laws, regulatory requirements, mandatory standards and codes of practice of any competent authority for the time being in force.

8. Intellectual Property Rights

8.1 Nothing in this Agreement shall cause the ownership of any Intellectual Property Rights belonging to one party to be transferred to the other.

8.2 Black Box Intelligence and/or its licensors shall, as between the parties, remain the owner of all Intellectual Property Rights in Black Box Intelligence's brands, trade marks and logos, the Services (including Black Box Intelligence Content and the Software, but excluding Customer Data and Customer Materials). Except as expressly permitted by this Agreement and any Agreed SOW, Customer may not use any of Black Box

Intelligence's Intellectual Property Rights without Black Box Intelligence's prior written consent.

- 8.3 Customer shall promptly bring to the attention of Black Box Intelligence any improper or wrongful use of any Intellectual Property Rights of Black Box Intelligence which comes to Customer's notice. Customer shall assist Black Box Intelligence in taking all steps to defend Black Box Intelligence's Intellectual Property Rights provided that Customer shall not be required to institute legal proceedings itself..
- 8.4 Customer and/or its licensors shall, as between the parties, remain the owner of all Intellectual Property Rights in Customer Data and Customer Materials. Customer grants Black Box Intelligence, free of charge, a royalty-free, worldwide, non-exclusive licence to use Customer Data and Customer Materials only to such extent as is necessary to enable Black Box Intelligence to provide the Services and to perform its obligations under this Agreement and any Agreed SOW. For clarity, Black Box Intelligence may collect, use, and retain aggregated and de-identified Customer Data for benchmarking, analytics, product improvement, and statistical reporting, provided that such data cannot reasonably be used to identify Customer or any individual.
- 8.5 Customer grants Black Box Intelligence, free of charge, a royalty-free, worldwide, non-exclusive licence to use Customer's name and logo on Black Box Intelligence's website and in any materials produced by Black Box Intelligence for the purposes of marketing and/or promoting Black Box Intelligence's business and the Services, subject to Customer's right to withdraw such consent on reasonable written notice.
- 8.6 Customer warrants it owns and/or are otherwise entitled to grant the foregoing licences in clauses 8.4 and 8.5. If this Agreement is terminated, the foregoing licences will automatically terminate, except that Black Box Intelligence may continue to use aggregated and de-identified data as permitted under clause 8.4.
- 8.7 If Customer or any Authorised User provides suggestions, ideas, feedback, or recommendations relating to the Services ("Feedback"), Customer grants Black Box Intelligence a perpetual, irrevocable, royalty-free licence to use and incorporate such Feedback into its products and services without restriction, provided such Feedback does not identify Customer or disclose Customer Confidential Information.

9. Indemnities

- 9.1 Black Box Intelligence shall indemnify Customer against all damages and legal costs finally awarded against Customer by a court of competent jurisdiction and/or amounts paid by Customer further to a final settlement approved by Black Box Intelligence, together with associated legal fees reasonably incurred by Customer, as a result of any claim by a third party that the access and use, in accordance with this Agreement, by Customer of any of the Services infringes the Intellectual Property Rights of any third party.
- 9.2 If Customer's access or use, in accordance with the terms of this Agreement, of the Services is, or in Black Box Intelligence's reasonable opinion is likely to become, enjoined as a result of a claim for which Black Box Intelligence is obliged to indemnify Customer further to clause 9.1, then Black Box Intelligence shall, at its sole option, and at its own cost and expense, make all reasonable efforts, as soon as reasonably possible to:
- (a) procure for Customer the continuing right to access and use the Services, in accordance with this Agreement, without infringement; or
 - (b) replace or modify the Services with services of substantially equivalent specification so as to avoid the infringement; and provided Black Box

Intelligence does so, it shall have no further liability to Customer in respect of the infringement claim;

- (c) and provided Black Box Intelligence does so, it shall have no further liability to Customer in respect of the infringement claim.

9.3 The indemnity in clause 9.1 shall be conditional upon:

- (a) Customer promptly notifying Black Box Intelligence in writing of any claim in respect of which Black Box Intelligence is obliged under this Agreement to indemnify and of which it has notice (an "**Indemnified Claim**");
- (b) Customer not admitting any liability or agreeing to any settlement or compromise of an Indemnified Claim without the prior written consent of Black Box Intelligence;
- (c) Black Box Intelligence being, at any time from notification in accordance with clause 9.3(a), at Black Box Intelligence's cost and expense, entitled to assume exclusive conduct of the Indemnified Claim (which shall include the right to conduct any proceedings or action in relation to, negotiate the settlement of, and to conduct all discussions and dispute resolution efforts in connection with the Indemnified Claim, provided that no settlement of a claim which would involve any admission of fault or liability on Customer's part shall be entered into without its prior written consent); and
- (d) Customer, at Black Box Intelligence's request, cost and expense, giving Black Box Intelligence all reasonable assistance in connection with the conduct of the Indemnified Claim.

9.4 Customer shall indemnify Black Box Intelligence against all loss or damage that Black Box Intelligence incurs or suffers however arising from or in connection with:

- (a) any Customer Data or Black Box Intelligence's receipt, possession and/or use, in accordance with this Agreement, of any Customer Materials; and/or
- (b) any claim by a third party as a result of Customer's use of the Services including any claim arising from Customer's breach of applicable law or failure to comply with industry guidelines.

10. Exclusions and limitations

10.1 Nothing in this Agreement limits or excludes either party's liability:

- (a) for death or personal injury caused by its negligence;
- (b) for fraudulent misrepresentation or for any other fraudulent act or omission;
- (c) to pay sums properly due and owing to the other in the normal course of performance of this Agreement; or
- (d) for any other liability which may not lawfully be excluded or limited.

10.2 Subject to clause 10.1, Black Box Intelligence shall not be liable (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) for any:

- (a) loss of profit;
- (b) loss of sales, turnover, revenue or business;

- (c) loss of customers, contracts or opportunity;
- (d) loss of or damage to reputation or goodwill;
- (e) loss of anticipated savings;
- (f) loss of any software or data;
- (g) loss of use of software or data;
- (h) loss or waste of management or other staff time; or
- (i) indirect, consequential or special loss; arising out of or relating to this Agreement.

10.3 Subject to clause 10.1, Black Box Intelligence shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any loss, damage, expense or liability incurred or sustained as a result of:

- (a) the use of the Services except for its normal intended purpose;
- (b) any adaptation or modification of the Services, or integration or combination with any other equipment, software, product or material not supplied by Black Box Intelligence, in each case carried out by anyone other than Black Box Intelligence or without Black Box Intelligence's express written consent;
- (c) the compliance by Black Box Intelligence with any design, specification or instructions provided by Customer or on Customer's behalf; or
- (d) any Customer Data, Customer Materials or Customer's use of insights, analytics, benchmarks, or other outputs generated from the Services.

10.4 Subject to clauses 10.1, 10.2 and 10.3, either party's total liability arising out of or relating to this Agreement or its subject matter and to anything which it has done or not done in connection with the same (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall be limited, in respect of each 12-month period calculated from the Effective Date (each a "**Contract Year**") to

- (a) the total of all amounts payable (whether or not yet paid) by Customer under this Agreement during such Contract Year

11. Confidentiality

11.1 Subject to clause 11.2, each party shall:

- (a) keep confidential all Confidential Information of the other party which it receives in connection with this Agreement;
- (b) apply to it no lesser security measures and degree of care than those which it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information;
- (c) only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under, this Agreement;
- (d) not disclose such Confidential Information to any third party (other than its professional advisers, officers, employees, agents, contractors and

sub-contractors on a 'need to know' basis as strictly required for the purposes of this Agreement and subject to each such person being bound by an obligation of confidentiality equivalent to this clause 12); and

- (e) promptly, upon request and, in any event, upon termination of this Agreement (for whatever reason), return to the other party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the other party, certify in writing that it has done so, provided that a party may retain copies as required by law, regulation or internal archival policies, and provided further that Black Box Intelligence may continue to retain and use aggregated and de-identified data in accordance with clause 9.4.
- 11.2 Either party may disclose the other's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement and where legally permitted, giving the other party prompt notice of such disclosure requirement).
- 11.3 Customer agrees that Black Box Intelligence may, with Customer's prior written consent, issue a press release or other suitable form of publicity (including on Black Box Intelligence's website) advertising that it is a Customer of Black Box Intelligence.
- 11.4 Customer agrees to use its reasonable endeavours to cooperate with Black Box Intelligence in the development of a case study which outlines how the Services have benefited Customer. Black Box Intelligence agrees not to publish such case study without Customer's prior written approval, not to be unreasonably withheld.

12. Data protection

- 12.1 Each party will, at all times during the term of this Agreement, comply with their respective obligations under the Data Protection Legislation.
- 12.2 In this clause 13, the terms "**controller**", "**data subject(s)**", "**personal data**", "**process**" and "**processor**" shall have the meanings given in the UK GDPR (and shall include any other terms with equivalent meaning that may exist under the Data Protection Legislation). The parties acknowledge that the types of personal data processed pursuant to this Agreement (including the subject matter, duration, nature and purpose of the processing and the categories of data subject) are as described in schedule 2. For clarity, Black Box Intelligence may process certain Customer Data as an independent controller where it determines the purposes and means of processing (including in connection with analytics, benchmarking and product improvement).
- 12.3 To the extent Black Box Intelligence processes personal data as a processor on behalf of Customer, Black Box Intelligence will:
- (a) only process such personal data in accordance with this Agreement and Customer's instructions (including any instruction to rectify, delete, block, destroy or return any such personal data);
 - (b) immediately inform Customer if, in Black Box Intelligence's opinion, any instructions given to it by Customer in relation to the processing of such personal data under this Agreement infringe any Data Protection Legislation;
 - (c) implement and operate, and shall procure that any permitted sub-processor implements and operates, appropriate technical and organisational measures to ensure:
 - (i) the protection of the rights of the relevant data subjects; and

- (ii) a level of security appropriate to the risks that are presented by any processing of such personal data, in particular protection from accidental loss or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by Black Box Intelligence pursuant to this Agreement;
- (d) not, without the prior written consent of Customer, transfer any such personal data to any country unless such country is an Adequate Country or adequate safeguards have first been put in place such as will enable each party to comply with the data transfer requirements of the Data Protection Legislation. For clarity, the parties acknowledge that the Services involve the processing of personal data in the United States. Black Box Intelligence shall implement an appropriate international transfer mechanism (such as the UK Addendum to the EU Standard Contractual Clauses or the UK IDTA) prior to commencing such transfers, as required by UK Data Protection Legislation;
- (e) take reasonable steps to ensure that only authorised personnel have access to any such personal data and that any persons whom it authorises to have access to the personal data are under obligations of confidentiality;
- (f) notify Customer without undue delay of any breach of the provisions of this clause 13 (including any Personal Data Breach) and provide assistance to Customer in respect of any such breach including, at the time of notification, all material information in Black Box Intelligence's possession which may include details of the circumstances of the breach, number and time of records involved and data subjects affected, the potential consequences of the breach, and any mitigation or remedial action take to avoid any repeat;
- (g) provide reasonable assistance that Black Box Intelligence is legally required to provide with respect to Customer's obligations under Data Protection Legislation:
 - (i) Customer's obligations to respond to any complaint or request from any applicable data protection authority or data subjects seeking to exercise their rights under any Data Protection Legislation, including by promptly notifying Customer of each subject access request Black Box Intelligence receives where Customer is unable to respond to a request itself;
 - (ii) Customer's obligations to:
 - (A) ensure the security of the processing;
 - (B) notify the relevant data protection authority and any data subjects, where relevant, of any Personal Data Breach;
 - (C) carry out any data protection impact assessments ("**DPIA**") on the impact of the processing on the protection of personal data in connection with this Agreement; and
 - (D) consult the relevant data protection authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by Customer to mitigate the risk;

- (h) make available to Customer all information reasonably required by Customer to demonstrate Black Box Intelligence's compliance with its obligations set out in this clause 13; and
- (i) as soon as reasonably practicable following, and in any event within 60 days of, termination or expiry of this Agreement, Black Box Intelligence will delete or return to Customer (at Customer's direction) such personal data, except where Black Box Intelligence is permitted to retain aggregated or de-identified data under clause 9.4.

12.4 The parties may agree in writing to amend this clause 13 or Schedule 2 where required to comply with applicable Data Protection Legislation.

13. Term and termination

13.1 This Agreement shall commence on the Effective Date and shall, unless sooner terminated in accordance with its terms, continue for the Initial Term and thereafter renew automatically for successive terms of equivalent duration (each a "**Renewal Term**") unless and until terminated by either party giving the other not less than 90 days' written notice to that effect (such notice to expire at the end of the Initial Term or any subsequent Renewal Term only).

13.2 Either party may terminate this Agreement by giving the other written notice if:

- (a) the other materially breaches any term of this Agreement and it is not possible to remedy that breach;
- (b) the other materially breaches any term of this Agreement and it is possible to remedy that breach, but the other fails to do so within 30 days of being requested in writing to do so;
- (c) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; and
- (d) upon the occurrence of an Insolvency Event, where such termination is permitted by law.

For the purposes of this clause 13.2, in order for it to be possible to remedy a breach it must be possible to take steps so as to put the other party into the same position which (save as to the date) it would have been in if the breach had never occurred.

14. Consequences of termination

14.1 Upon termination of this Agreement for any reason:

- (a) Customer shall immediately cease to access and discontinue all use of the Services;
- (b) all amounts payable to Black Box Intelligence by Customer shall become immediately due and owing. For the avoidance of doubt, no refund of fees paid in advance shall be due in respect of any unexpired portion of the then-current term;
- (c) Customer shall promptly return or destroy Black Box Intelligence's Confidential Information in accordance with clause 12.1(e), except that Black Box Intelligence may retain and use aggregated and de-identified data as permitted under clause 9.4.

- 14.2 The termination of this Agreement for any reason will not affect:
- (a) any accrued rights or liabilities which either party may have by the time termination takes effect; or
 - (b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after the termination. Without prejudice to the foregoing, schedule 1 and clauses 6, 7, 8, 9, 10, 11, 12, 14 and 16 schedule 1 shall survive termination of this Agreement.

15. Force majeure

- 15.1 Neither party will be liable to the other for any failure or delay in performing its obligations under this Agreement which arises because of any circumstances which it cannot reasonably be expected to control (which shall include Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving personnel of Black Box Intelligence or a third party), failure of utilities or third-party hosting providers, or interruption or failure of the Internet or of any network, telecommunications, power supply or infrastructure, or any provider of any of the foregoing, but shall not include shortage or lack of available funds on Customer's part), provided that it:
- (a) notifies the other in writing as soon as reasonably practicable about the nature and extent of the circumstances and likely effects;
 - (b) uses reasonable efforts to mitigate the effects of the circumstances so as to minimise or avoid any adverse impact on the other; and
 - (c) uses reasonable efforts to resume performance as soon as reasonably practicable.

16. General

- 16.1 Customer may not sub-license or assign, sub-contract or delegate any or all of its rights or obligations under this Agreement without the prior written consent of Black Box Intelligence. Black Box Intelligence may assign this Agreement in whole or in part to an Affiliate or in connection with a merger, acquisition or sale of all or substantially all of its business or assets, provided that such assignment does not materially reduce Customer's rights under this Agreement.
- 16.2 All notices and consents relating to this Agreement (but excluding any proceedings or other documents in any legal action) must be in writing. Notices must be sent to the address of the recipient set out in the Order Form or otherwise notified by the relevant party in accordance with this Agreement. Notices shall be sent by hand, by first class recorded delivery or registered post or other form of certified or registered mail (and sent by air mail if posted to or from a place outside the United Kingdom), or by email and shall be treated as having been delivered:
- (a) if sent by hand, when delivered;
 - (b) if sent by email, at the time at which the email was sent (provided that, if the email was sent outside the hours of 9 am to 5 pm or on a day that is not a Business Day, the email will be treated as having been delivered at 9 am on the next Business Day; and

- (c) if sent by certified or registered mail, two days after the date of posting (or, if sent by air mail, seven days after the date of posting).
- 16.3 Unless the parties expressly agree otherwise in writing, if a party:
 - (a) fails to exercise or delays exercising or only exercises partially any right or remedy provided under this Agreement or by law; or
 - (b) agrees not to exercise or to delay exercising any right or remedy provided under this Agreement or by law; then that party shall not be deemed to have waived and shall not be precluded or restricted from further exercising that or any other right or remedy.
- 16.4 If any provision of this Agreement is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of this Agreement or this Agreement as a whole. If any provision of this Agreement is so found to be ineffective or unenforceable but would be effective or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it effective and enforceable.
- 16.5 All variations to this Agreement must be agreed, set out in writing and signed on behalf of both parties before they take effect.
- 16.6 Except to the extent that this Agreement expressly provides otherwise, nothing in this Agreement shall or is intended to create a partnership or joint venture between the parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were, or represent (expressly or by implying it) that it is, an agent of the other or has such authority.
- 16.7 A person who is not a party to this Agreement shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.8 It is a condition of this Agreement that, in pre-contract negotiations and in the exercise of its rights or the performance of its obligations under this Agreement, each party shall at all times ensure that it complies with the terms of the Bribery Act 2010 and that it does not commit (or procure the commission of) any breach of that Act.
- 16.9 This Agreement sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it, and supersedes all previous agreements between the parties relating to such subjects. Provided always that nothing in this clause 17.9 will operate to limit or exclude any liability for fraud or fraudulent misrepresentation, no other representations or terms shall apply or form part of this Agreement and each party acknowledges that it has not been influenced to enter this Agreement by, and shall have no rights or remedies (other than for breach of contract) in respect of, anything the other party has said or done or committed to do, except as expressly recorded in this Agreement.
- 16.10 This Agreement is governed by English law. Both parties submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of or in connection with this Agreement or its subject matter, but either party is also entitled to apply to any court worldwide for injunctive or other remedies in order to protect or enforce its Intellectual Property Rights.

17. **Non-Solicitation**

- 17.1 Customer shall not, without Black Box Intelligence's prior written consent, during the term of this Agreement and for a period of twelve (12) months following its termination or expiry (the "Restricted Period"), directly solicit for employment any employee of Black Box Intelligence who is materially involved in the provision or support of the Services.
- 17.2 This clause shall not prohibit: (a) general recruitment advertisements not specifically targeted at Black Box Intelligence employees; or (b) unsolicited approaches made independently by an employee of Black Box Intelligence.
- 17.3 The parties agree that the restrictions in this clause are reasonable and necessary to protect Black Box Intelligence's legitimate business interests.

schedule 1

Definitions and Interpretation

1. DEFINITIONS	
1.1 The following definitions shall apply in the Agreement:	
Affiliate	means in relation to a body corporate, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that body corporate from time to time.
Agreed SOW	has the meaning given to it in the Order Form.
Agreement	has the meaning given to it in clause 2.1.
Authorised User	means any employee, agent, or contractor of Customer, or other third party whom the Customer allows to use the Services in accordance with the terms of this Agreement.
Business Day	means each day which is not a Saturday or Sunday or a bank or public holiday in England;
Charges	has the meaning given to it in clause 6.1.
Customer Data	means all data, information and material input or uploaded to the Services or transmitted through the Services by the Customer and any Authorised User excluding any Aggregated Data or Black Box Intelligence Content.
Customer Materials	means any material provided or made available by or on behalf of Customer to Black Box Intelligence in connection with the provision of the Services, but excluding Customer Data;
Confidential Information	<p>means in relation to a party and/or a party's Affiliates, information that:</p> <p>(a) is by its nature confidential; and/or</p> <p>(b) is designated by that party as confidential; or</p> <p>(c) the other party knows or ought to know is confidential; and</p> <p>(d) includes, but is not limited to, trade secrets, know-how, inventions, techniques, processes, software programs and other IT related information, documentation, schematics, procedures, contracts, customer bases, customer information, Customer Materials, Black Box Intelligence Content information regarding employees, policyholders or beneficiaries, financial information, budgets, sales, marketing, public relations, advertising and commerce plans, ideas, strategies, designs, projections, business plans, real estate plans, strategic expansion plans, products and product designs, sourcing information, potential product labelling and marking ideas, unpublished information relating to the Intellectual Property Rights of either party, and other non-public information relating to either party's business,</p>

	but in all cases excluding personal data.
Contract Year	has the meaning given to it in clause 10.4.
Due Date	has the meaning given to it in clause 6.10.
Effective Date	has the meaning given to it on the Order Form.
ID	means all log-on identifiers, including usernames and passwords, assigned to, or created by any Authorised User in order to access or use the Services.
Indemnified Claim	has the meaning given to it in clause 9.3(a).
Initial Term	means the initial term set out on the Order Form.
Insolvency Event	<p>means any of the following:</p> <p>(a) the party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 as they fall due; or</p> <p>(b) a resolution is passed for the administration of the party; or</p> <p>(c) the presentation of a petition for winding up of the party, which petition is not dismissed within twenty eight (28) days; or</p> <p>(d) an order is made or a resolution is passed for winding up of the party, save for the purpose of a solvent reconstruction or amalgamation with the resulting entity assuming all the obligations of the entity that has been wound up; or</p> <p>(e) if a receiver, administrative receiver, administrator, examiner, liquidator, provisional liquidator or similar officer is appointed over all or any part of the assets or undertaking of the party and is not discharged with thirty (30) days of such appointment; or</p> <p>(f) the party enters into or proposes a "Voluntary Arrangement" as defined within Part 1 of the Insolvency Act 1986 or convenes a meeting of its creditors or makes a composition with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement;</p> <p>(g) the party goes into liquidation (voluntary or otherwise) other than a genuine solvent reconstruction or amalgamation;</p> <p>(h) the party ceases, or threatens to cease, to carry on business or trade;</p> <p>(i) any third party enforces a security interest over all, or substantially all, of the assets of the party; or any event analogous to paragraphs (a) to (h) above which occurs in any other jurisdiction to which the party is subject.</p>
Intellectual Property Rights	means all intellectual property rights including, but not limited to, patents, trade secrets, trade marks, service marks, trade names, copyrights and other rights in works of authorship (including rights in computer software), rights in logos and get up, inventions, moral and

	artists' rights, design rights, trade or business names, domain names, know-how, database rights and semi-conductor topography rights and all intangible rights and privileges of a similar nature analogous or allied to any of the above in every case whether or not registered or unregistered and all rights or forms of protection of a similar nature in any country, and all rights to any enhancements, modifications or derivative works of the foregoing created by or for Black Box Intelligence.
Order Form	means the order form executed by the parties that references this Agreement.
Professional Services	means any of the professional services that the parties agree Black Box Intelligence shall provide to Customer for a fee.
Renewal Term	has the meaning given to it in clause 14.1.
Services	means the SaaS services to be provided by Black Box Intelligence to Customer in accordance with this Agreement, including Support Services, as described in this Agreement and as further specified in the Order Form and any Agreed SOW. Professional Services are provided only if expressly set out in an Agreed SOW. For clarity, the Services include access to Black Box Intelligence Content (being all data, information, insights, analytics, and material owned by or licensed to Black Box Intelligence and comprised within the Services), but exclude Customer Data and Customer Materials.
Software	means the software owned by or licensed to Black Box Intelligence and which is used in the provision of the Services or to which Customer is given access as part of the Services (whether or not such software was created by or for Black Box Intelligence prior to or during the term of this Agreement).
SOW	means the Agreed SOW outlining the description of particular Services in the form agreed by the parties from time to time.
Special Terms	has the meaning given to it in clause 2.2.
Start Date	means the date from which the Services shall be provided.
Support Services	means the support services included as part of the Services, consisting of assistance with technical issues and access to data analysts for routine information or troubleshooting, but excluding any Professional Services or custom analysis unless separately agreed in an Agreed SOW.
Third Party Services	has the meaning given to it in clause 5.1.
Black Box Intelligence Content	means all data, information, insights, analytics and material owned by or licensed to Black Box Intelligence and comprised within any of the Services but excluding Customer Data.

2. INTERPRETATION

2.1 Headings	Headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.
2.2 References	<p>(a) A reference to any statute, enactment, ordinance, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, ordinance, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.</p> <p>(b) References to "clauses" are references to the clauses of these Terms and references to "paragraphs" are references to attachments to, and paragraphs of, the schedules.</p> <p>(c) A reference to person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.</p> <p>(d) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.</p> <p>(e) A reference to any gender shall include each and any other gender.</p> <p>(f) In this Agreement, individually either entity may be called a "party" and together are called the "parties".</p>

Personal Data

For the purposes of clause 13.2, the parties set out below a description of the personal data being processed under this Agreement.

A. GUEST INTELLIGENCE SERVICES

1. Types of personal data

- Authorised User's: title, first name, last name, business email address, login credentials (ID).
- Survey respondents: (as requested by Customer) first name, last name, email address, phone number and free-text responses that may incidentally include personal data (e.g., a name or identifying details).
- Public guest data: first name, last name, social platform identifiers
- Technical data: IP address, device/browser information; logged only as needed to deliver the Services.

Excluded (for Guest Intelligence Services):

- Payment card data

2. Categories of Data Subjects

- Customer's employees who access the platform
- Customer's customers or guests who submit feedback

3. Nature of Processing

- Collection, hosting, storage
- Analysis (including sentiment analysis)
- Aggregation and de-identification
- Display on dashboards
- Deletion or return at end of term
- Consent preferences
- Support queries

4. Purpose of Processing

- To provide the Guest Intelligence Services
- To provide Support Services
- To improve and develop the Services (where BB is acting as controller)
- To create aggregated/de-identified benchmarking outputs

5. Duration of processing

- For the term of the Agreement
- Aggregated/de-identified data may be retained as permitted by clause 9

B. OTHER BLACK BOX INTELLIGENCE SERVICES

1. Types of Personal Data

Depending on the specific service, additional categories may include:

- Transactional interaction data
- Social platform identifiers (if applicable)
- Operational or employee engagement data

These categories apply only if explicitly provided by Customer in connection with a future service.

2. Data Subjects

- Customer's customers
- Customer's employees or contractors depending on the service

3. Nature and Purpose

As necessary to provide the applicable Service set out in an Order Form or Agreed SOW.

C. GENERAL PROCESSING PROVISIONS (apply to all services)

1. International Transfers

As described in clause 13 (adequacy, IDTA, safeguards).

2. Subprocessors

Black Box Intelligence engages certain trusted third-party subprocessors to support the hosting, infrastructure, and analytics functions of the Services. A current list of approved subprocessors is available at: <https://blackboxintelligence.com/legal/eu-approved-subprocessors>.

3. Controller vs Processor Roles

As set out in clause 13:

- Black Box Intelligence acts as processor when following Customer's instructions
- Black Box Intelligence acts as independent controller when performing analytics, benchmarking, modelling, or improving the Services